

**ROAD AND EASEMENT
INTERLOCAL AGREEMENT**

between

City of Dripping Springs

and

Dripping Springs Independent School
District

Contract No. DSI20260427

TABLE OF CONTENTS

Article 1.	General	2
1.1	Recitals	2
1.2	Effective Date	2
Article 2.	Definitions	2
Article 3.	Grant and Use of Easement	3
3.1	Grant of Easement	3
3.2	Scope of Use	3
3.2.1	Scope of Use	3
3.2.2	No Parking Permitted on any part of the Road.	4
3.3	Access to Property	4
3.4	Due Diligence	4
Article 4.	Compensation and Road Construction	4
4.1	Compensation	4
4.2	Compliance with Laws	5
4.3	City Inspection Rights	5
Article 5.	Road Maintenance and Guarantees	5
5.1	Road Maintenance	5
5.2	Waste	5
Article 6.	Miscellaneous	6
6.1	Joint Signage	6
6.2	Assignment	6
6.3	Authority	6
6.4	Compliance with Laws	6
6.5	Governmental Immunity	6
6.6	Entire Agreement	6
6.7	Severability	7
6.8	Notice	7
6.9	Force Majeure	7
6.10	Governing Law	7
6.11	Venue	7
6.12	Execution in Counterparts	8
6.13	Section Headings, Attachments	8
6.14	Waiver	8

TABLE OF CONTENTS

6.15	Further Instruments	8
6.16	Binding Effect	8

ROAD AND EASEMENT INTERLOCAL AGREEMENT

THIS ROAD AND EASEMENT INTERLOCAL AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

WHEREAS, this Agreement is entered pursuant to the Texas Government Code Section 791.001 et seq., Interlocal Cooperation Act. All payment and other consideration in furtherance of the objectives of the Agreement shall be paid from current revenues of the City and DSISD, as those payments are allocated under this Agreement. The amounts and services exchanged between City and DSISD are amounts that fairly compensate both entities for the real property, services and functions performed under the Act; and

WHEREAS, the City and DSISD are political subdivisions fully authorized by Chapter 791 of the Texas Government Code and Sections 11.153-154 of the Education Code to make and enter into this Agreement; and

WHEREAS, the City and DSISD desire to provide the citizens of their respective and shared jurisdictions enhanced opportunities for access to public services; and

WHEREAS, DSISD is the owner of the property located at 294 Mira Vista Drive, Dripping Springs, TX 78620 (“Property”), in the extraterritorial jurisdiction of the City of Dripping Springs, Hays County, Texas, fully described in Attachment A; and

WHEREAS, DSISD constructed a road on the Property to serve the DSISD facilities (the “Phase I Road”) for DSISD and the City’s benefit with additional specifications and in compliance with state laws that allows for the expansion of Phase II Road by the City. The City desires to have access to the Phase I Road for the purposes outlined below. The City has plans to expand the Phase I Road in the future with additional improvements and to include a public road as described below (the “Phase II Road”); and

WHEREAS, the City requires an Easement over a portion of the Property and an access easement to Phase I Road for road construction and related improvements as necessary; and

WHEREAS, DSISD has covered the costs of Phase I Road. The costs associated with building Phase II Road will be assumed by the City; and

WHEREAS, the City and DSISD agree to enter into a future easement agreement for the necessary portion(s) of the Property and Phase I Road for City’s access and expansion of Phase II Road.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND DSISD AGREE AS FOLLOWS:

Article 1. GENERAL

1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

1.2 Effective Date

This Agreement shall be effective on the date upon which all the binding signatures of all Parties to this Agreement are affixed. Despite anything in this Agreement, this Agreement is not effective for construction or maintenance obligations until Attachments A, B, and C are fully completed and attached, including metes-and-bounds descriptions, exhibit sketches, and the final form of easement.

Article 2. DEFINITIONS

In this Agreement:

- (a) **“Act”** means the Interlocal Cooperation Act.
- (b) **“Agreement”** means this Road and Interlocal Agreement.
- (c) **“City”** means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (d) **“City Representatives”** means the City, its officials, employees, representatives, contractors, and agents.
- (e) **“Contractor”** means the contractor or contractors retained by DSISD to perform the road construction contemplated by this Agreement.
- (f) **“DSISD”** means the Dripping Springs Independent School District, a political subdivision and public school district of the State of Texas.
- (g) **“Phase I Road”** the land, road and improvements as described and depicted in Attachment “B” (attached hereto).
- (h) **“Phase II Road”** the land, road and improvements as described and depicted in Attachment “B” (attached hereto).
- (i) **“Parties”** means both DSISD and City.

- (j) **“Property”** means the property owned by the District located at 294 Mira Vista Drive, Dripping Springs, TX 78620 and more particularly described in Attachment “A” (attached hereto and incorporated by reference).
- (k) **“Road”** means the complete Road including the Phase I Road and Phase II Road.

Article 3. GRANT AND USE OF EASEMENT

3.1 Grant of Easement

DSISD, for and in consideration of the public purposes served by each public entity, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees to enter into a future agreement to grant to the City an Easement and Right of Way, over, on, and across the Property ~~described and~~ conceptually depicted in Attachment “AB” (attached hereto and incorporated by reference) (“Easement”) for the purposes stated in this Agreement, and to have access between the City’s property and the Road pursuant to the specifications agreed to by the Parties. Prior to establishing the easement boundary, the City shall coordinate with the District during the schematic design of the Road, including reasonable consultation regarding alignment, access, and adjacent campus considerations. The easement will be granted in a form similar to the attached as Attachment “C.” The City shall have no obligation to commence construction, assume maintenance responsibility, or incur costs for Phase II or for any portion of Phase I unless and until the Easement has been fully executed and delivered in recordable form.

~~The Easement to be granted pursuant to this Section shall have a minimum width of sixty (60) feet, consisting of thirty (30) feet on each side of the final centerline of the Phase I and Phase II roadway improvements, as such centerline is established following completion of schematic design for Phase II by the City.~~

~~In addition to the permanent Easement, the District shall grant such temporary construction easements as are reasonably necessary for roadway construction, including but not limited to areas for grading and side slopes, which may extend up to twenty (20) feet beyond the limits of the permanent Easement.~~

~~DSISD further agrees to grant a permanent drainage easement at locations where required by the final engineering design, which may extend beyond the limits of the permanent Easement or as otherwise reasonably necessary to accommodate drainage infrastructure and function.~~

3.2 Scope of Use

3.2.1 Scope of Use

The Easement granted under this Agreement may be used solely for:

- (a) Construction of a public road and associated improvements including utilities, drainage facilities, slopes, retaining walls, sidewalks, signage, striping, lighting if needed, emergency access, relocation of existing facilities, ingress and egress for City contractors, and continuing rights for maintenance, repair, replacement, and reconstruction;
- (b) Testing, inspections, and surveys necessary for completion of construction; and
- (c) Access to City property at Rathgeber Park.

3.2.2 No Parking is permitted on any part of the Road.

3.3 Access to Property

DSISD shall provide the City Representatives with unrestricted access to the Property for surveying, inspection, construction, and appraisal of the Roads and to coordinate the construction of Phase II. Access shall be coordinated with DSISD staff. Such coordination is for safety and school operations only and may not unreasonably delay, condition, or withhold access. DSISD contact for this project shall be: Scott Berry, Chief Operations Officer, scott.berry@dsisdtx.us or call at (512) 858-3032. City Contact for this project shall be Garrett Osborne, gosborne@cityofdrippingsprings.com, or [Michelle Fischer mfischer@cityofdrippingsprings.com](mailto:Michelle.Fischer@cityofdrippingsprings.com) or call at (512) 858-4725.

3.4 Due Diligence

Either Party may at its own option and expense may research title history of the property made subject of this Agreement. DSISD shall deliver, within six months of the effective date of this agreement, the current survey, known encroachments, utility conflicts, as-builts documents for Phase I; and any existing easements affecting the corridor.

Article 4. COMPENSATION AND ROAD CONSTRUCTION

4.1 Compensation

The Easements subject to this Agreement will be granted without monetary consideration. The District, as a political subdivision of the State of Texas, acting pursuant to its lawful authority, including but not limited to Texas Constitution Article III Section 52 and Texas Constitution Article XI Section 3, hereby finds and determines that the granting of these Easements to the City serves a legitimate public purpose and provides a clear public benefit to the District, its students, and the community, including, without limitation, improved access, traffic circulation, and public infrastructure.

The District expressly determines that this grant is not a gratuitous conveyance or a donation of public funds or thing of value in violation of Texas law.

The Parties agree that such public benefit constitutes adequate and sufficient consideration to support this conveyance and that appropriate controls are in place to ensure the public purpose is carried out. Nothing herein shall obligate the District to expend funds or incur costs, and the City

shall bear all costs associated with the design, permitting, construction, operation, maintenance, repair, and replacement of Phase II of the Road, and with the operation, maintenance, repair, and replacement of Phase I of the Road once completed. For greater certainty, the City bears only costs for City-approved Phase II work, and only after final easement delivery.

4.2 Compliance with Laws

All construction shall comply with all applicable federal, state, and local laws, including but not limited to public procurement and state bidding requirements.

4.3 City Inspection Rights

The City shall have the unfettered right to inspect the construction of Phase I at any reasonable time to ensure compliance with approved plans and specifications. The City shall coordinate inspections with the DSISD contact.

Article 5. ROAD MAINTENANCE AND GUARANTEES

5.1 Road Maintenance

The District is currently maintaining the Phase I Road and will continue to do so until the maintenance responsibility for Phase I is transferred to the City. The maintenance transfer from the District to the City for the Phase I Road will occur when the City has conducted, to its satisfaction, a pre-construction meeting with the primary contractor engaged for the construction of the Phase II Road.

5.2 Waste

DSISD and the City will not commit, or allow to be committed any waste on the property, create or allow any nuisance to exist on the property, or use or allow the property to be used for any unlawful purposes. Any Party causing waste, nuisance, or unlawful condition shall promptly remedy such condition at its sole cost.

Article 6. MISCELLANEOUS

6.1 Joint Signage

DSISD agrees that the City shall have the right to install, maintain, repair, replace, and use, jointly with DSISD, a monument sign or other mutually used entry sign on DSISD's Property at the location shown on Attachment "A" and identified generally as the area near Mira Vista Drive and the main school entrance. The Parties acknowledge that such joint sign location is outside the Easement area for the Road, and the rights granted in this section are separate from and in addition to the Easement rights granted elsewhere in this Agreement and shall not be deemed to limit or reduce the City's rights relating to the Road. DSISD shall reasonably cooperate with the City in connection with the permitting, approval, installation, maintenance, repair, replacement, and utility service for such joint sign. The final design, size, materials, and displayed content of the joint sign shall be subject to mutual written approval, not to be unreasonably withheld, conditioned, or delayed. Unless otherwise agreed in writing, the City may perform or cause to be performed the installation, maintenance, repair, and replacement of the joint sign.

6.2 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

6.3 Authority

By executing this Agreement, each Party represents that such Party has full capacity and authority to grant all rights and assume all obligations that have been granted and assumed under this Agreement.

6.4 Compliance with Laws

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

6.5 Governmental Immunity

To the extent permitted by law, neither DSISD nor the City waive any governmental immunity. Any provision herein interpreted by a court of law to waive the City governmental immunity is void.

6.6 Entire Agreement

This Agreement (including any and all Attachments attached hereto) constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendment

This Agreement may only be amended in writing signed by both parties.

6.7 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

6.8 Notice

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs

P.O. Box 384
Dripping Springs, TX 78620

For DSISD:

Attention: Superintendent
Dripping Springs Independent School
District

P.O. Box 479
Dripping Springs, Texas 78620

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

6.9 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

6.10 Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Hays County, Texas. Whenever the context requires, singular nouns and pronouns include the plural and plural nouns and pronouns include the singular. This Agreement shall benefit and bind the respective heirs, legal representatives, successors and assignees of the parties herein. Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment or alteration is in writing and signed by the duly authorized representative of each party.

6.11 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

6.12 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.13 Section Headings, Attachments

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The attachment(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

6.14 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

6.15 Further Instruments

6.16 Both the City and DSISD agree to timely execute and deliver any instruments in writing necessary to carry out any agreement, term, or condition within this Agreement whenever needed. Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:
City of Dripping Springs

DSISD:
Dripping Springs Independent School District

Bill Foulds, Jr.
Mayor

Dr. Holly Morris-Kuentz
Superintendent

Date

Date

LIST OF ATTACHMENTS

Attachment A – Description of District Property & Joint Sign Location

Attachment B – Description of Easement location (map and sketch)

Attachment C – Form of Easement

ATTACHMENT “A”:
Description of District Property

ATTACHMENT “B”:
DESCRIPTION OF EASEMENT LOCATION
(ADD MAPS AND SURVEY)

**ATTACHMENT “C”:
FORM OF EASEMENT AGREEMENT**