

INTERLOCAL AGREEMENT BETWEEN
SABINE COUNTY & THE SABINE RIVER AUTHORITY OF TEXAS

This Interlocal Agreement ("Agreement") is made and entered into as of this 11th day of December, 2023, by and between Sabine County, Texas, operating under the laws of the State of Texas, hereinafter referred to as the "County," and the Sabine River Authority of Texas, a Texas governmental agency, hereinafter referred to as the "SRA" (County and SRA are sometimes collectively referred to herein as the "Parties").

RECITALS

WHEREAS, the County operates, and maintains a public road right-of-way commonly referred to as North Bayou Road, Bayou Fork Road, and Vantage Point Road (the "ROW") as shown on Exhibit A, which provides public access to property owned by SRA as shown on Exhibit B (the "Property"); and

WHEREAS, the County maintains that portion of the ROW crossing United States Forest Service ("USFS") land under a Cooperative Forest Road Agreement between the County and the USFS (FS Agreement No. 19-RO-11081300-268); and

WHEREAS, SRA proposes to develop portions of the Property for public use by developing a recreational facility (the "Recreational Facility") to improve public access to Toledo Bend Reservoir; and

WHEREAS, the planned development will increase the public's use of the ROW; and

WHEREAS, to improve the public's safe ingress and egress along the ROW to and from the Property, SRA at SRA's sole expense, will improve and resurface the roadway (the "Improvements") within the ROW; and

WHEREAS, by letter dated May 23, 2022, and subsequent letter dated June 10, 2022, USFS has agreed to the improvements within the ROW on USFS lands without additional permitting, under the terms and conditions attached hereto as Exhibits C and D; and

WHEREAS, Chapter 791, Texas Government Code authorizes interlocal agreements between agencies and entities of the state and local entities related to governmental functions;

NOW, THEREFORE, in consideration of all the foregoing, the Parties hereby agree as follows:

I. Purpose

The purpose of this Agreement is to specify the terms and conditions under which the SRA may access, design, construct and install the Improvements along the ROW. The Improvements include installation of additional base materials, and an asphalt driving surface.

II. Responsibilities of the Parties

- A. The County agrees to allow SRA, at SRA's sole expense, to access, design, and construct the Improvements along the ROW.
- B. SRA shall be responsible for maintaining the Improvements for a period not to exceed three (3) years (the "Maintenance Period"), which is to commence upon notification by SRA to the County that construction of the Improvements is complete.
- C. SRA shall not be responsible for general maintenance of the ROW during construction, except to the extent maintenance is necessary as a result of constructing the Improvements.
- D. SRA shall not be responsible for any damage due to vandalism, burglary, collision, mineral development, timber harvesting or any other act committed by a third party, or any natural disaster or occurrence to the ROW or any property owned or maintained by the County.
- E. SRA has prepared Improvement construction plans and County is in receipt of said construction plans and agrees that they are in accordance with County requirements for acceptance of the Improvements upon construction completion.
- F. Upon construction completion, County agrees to accept donation of the Improvements from SRA.
- G. SRA and/or its contractors agree to repair damages to the Improvements resulting from use of the Improvements by SRA or its contractors to construct the Recreational Facility.
- H. To the extent permitted by law and without waiving sovereign immunity, each Party is responsible for any and all liabilities and costs that arise as a result of the actions of their respective employees and contractors.

III. Term, Termination

- A. This Agreement will remain in full force commencing upon the date of execution and ending upon expiration of the Maintenance Period as defined above.
- B. Amendments to this Agreement may be proposed by either Party and shall become effective upon approval by all Parties in writing.

IV. Special Provisions

- A. Funding. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between Parties to this Agreement will be managed in accordance with applicable laws, regulations, and procedures. Any expenditure of resources must be from current revenues available to the paying Party.
- B. Modification. This Agreement may not be altered, amended, or modified except in writing and approved by the Parties.

- C. No partnerships. This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.
- D. Dispute Resolution. Any disputes arising from this Agreement shall be resolved using Chapter 2260 of the Texas Government Code, if applicable.
- E. Attorney's Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorneys' fees and costs.
- F. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the matters covered by this Agreement, and no other Agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement shall be binding or valid.
- G. Survival. Subject to the limitations and other provisions of this Agreement, Section II.G. of this Agreement will survive the expiration or earlier termination of this Agreement for a period of sixty (60) months after such expiration or termination. All other provisions of this Agreement will not survive the expiration or earlier termination of this Agreement.
- H. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.
- I. Contacts. Principal contacts for the Parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, email or fax sent to the Parties at the contract addresses designated herein. Notice shall be deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in case of mailing. The address of the Parties for all purposes shall be:

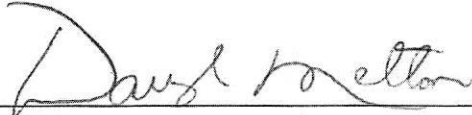
Sabine River Authority of Texas:
Executive Vice President and General Manager
12777 HWY 87 North
Orange, TX 77632
409-746-2192

Sabine County
County Judge
201 Main Street
Hemphill, TX 75948
409-787-2257

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EXECUTION PAGE

For Sabine County, Texas



Daryl Melton
Sabine County Judge

Date: December 11, 2023

For Sabine River Authority of Texas

David Montagne
Executive Vice President and General Manager

Date: _____

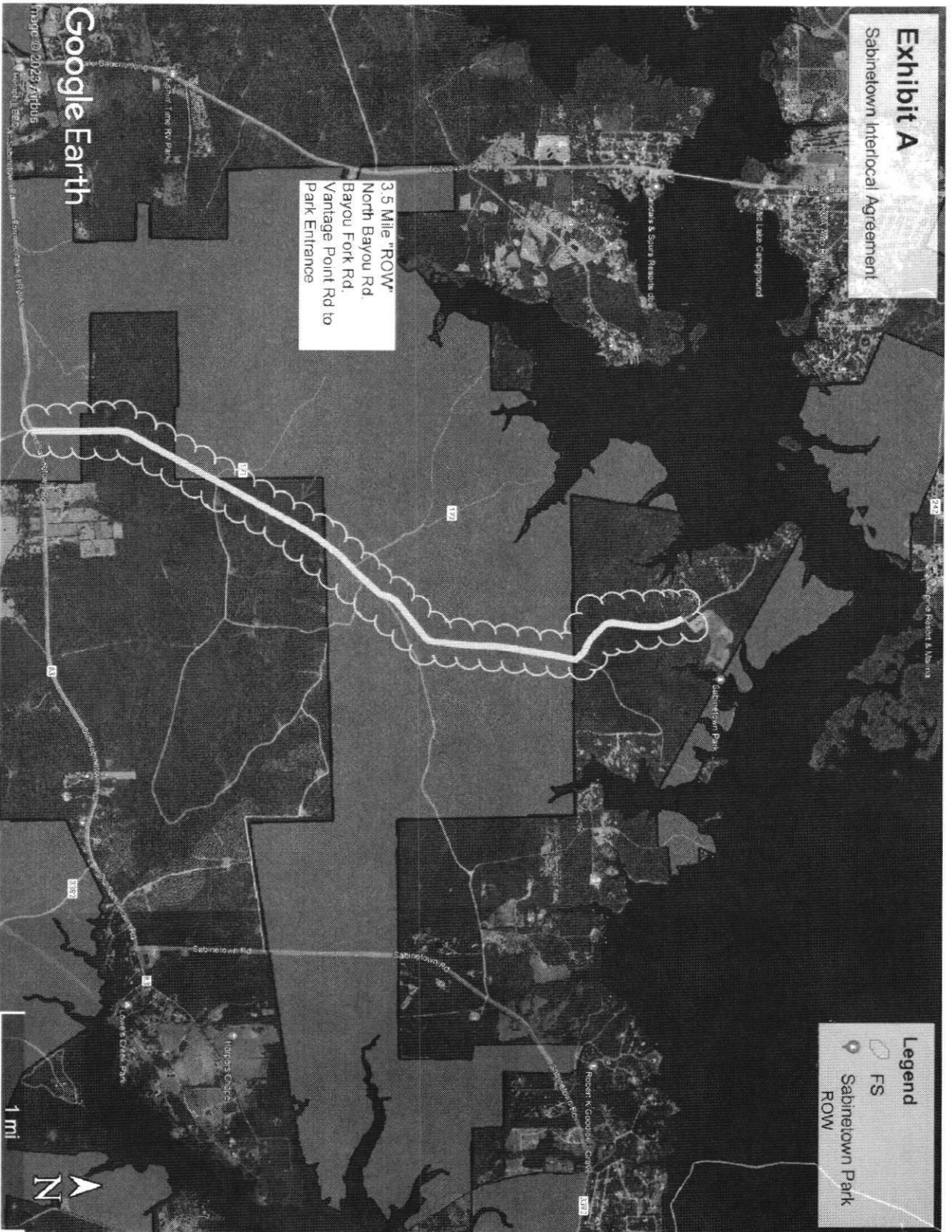




EXHIBIT C



United States
Department of
Agriculture

Forest
Service

National Forests and Grasslands in
Texas
Sabine National Forest

5050 State Highway 21 East
Hemphill, TX 75948
409-625-1940

File Code: 2730; 7730
Date: May 23, 2022

Judge Daryl Melton
Sabine County, Texas
P.O. Box 716
Hemphill, Texas 75948

Dear Judge Melton:

We have reviewed your letter dated 5/10/2022 requesting to improve Bayou Road North and Bayou Fork Road to safely address anticipated traffic increases. Our records indicate that Bayou Road North is owned by the county and maintained through the Cooperative Forest Road Agreement and Bayou Fork Road is under a public road easement issued to Sabine County on April 12, 1968.

While the land is owned by the Forest Service, your proposal does not request moving outside of your designated right-of-way, disturbing any previously undisturbed ground, or removing trees. As long as you remain in the bounds of the cleared right-of-way, your notification to us of improving and maintaining the existing road due to safety concerns is sufficient for you to move forward with your project on the existing county roads.

We appreciate the opportunity to review this proposal and look forward to working with you again in the future.

Sincerely,

LARRY DON SEALE, JR.
Acting District Ranger

Enclosures (0)



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EXHIBIT D



United States
Department of
Agriculture

Forest
Service

National Forests and Grasslands in
Texas
Sabine National Forest

5050 State Highway 21 East
Hemphill, TX 75948
409-625-1940

File Code: 2730; 7730
Date: June 10, 2022

Judge Daryl Melton
Sabine County, Texas
P.O. Box 716
Hemphill, Texas 75948

Dear Judge Melton:

It was a pleasure to meet with you and make a site visit to Bayou Road North and Bayou Fork Road earlier this week. I understand that the proposed road improvement project will require you to fell a minimum amount of vegetation within the Sabine National Forest to enhance vehicle safety along these two roads. Here I amend the restrictions placed on vegetation removal along the two above-named roads in our earlier letter, dated May 23, 2022, as follows:

1. You are authorized to fell non-pine trees up to 12" DBH found within the existing 40' right-of-way.
2. You are authorized to fell pine trees up to 10" DBH found within the existing 40' right-of-way.
3. You are authorized to fell the 20 individual trees of various species found within the existing 40' right-of-way that were identified during the field trip which exceed the limits described in 1 and 2, above.
4. All trees felled under 1-3, above, must be left on the forest floor and backed into lengths shorter than 8' so as to prevent unauthorized salvage of board-length saw timber.
5. Standing dead trees that pose a clear hazard to the roadway may be felled at your discretion.
6. Limbing and/or masticating to improve line-of-sight and to maintain vehicle height clearance may be conducted within reach of the roadway.

Sincerely,

LARRY DON SEALE, JR.
Acting District Ranger

Enclosures (0)



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