

STATE OF TEXAS        }  
COUNTY OF JOHNSON    }

AGREEMENT FOR ROAD REPAIRS

This agreement is made and entered into pursuant to Chapter 791, Gov't. Code, Vernon's Texas Code Annotated, on the 13th day of February, 2002, by and between Johnson County, through its Commissioner's Court and the City of Grandview, hereinafter referred to as "City", for the purpose of repairing the herein described public road located in Johnson County, Texas and within the limits of City.

Therefore the parties agree as follows:

1. The public roads in City to be repaired are named and/or described as follows: CRS-2.
2. Total charges for this agreement are detailed on attachment A - "Schedule of Standard Charges for Interlocal Agreements".
3. Payment of total charges for this agreement is due and payable within thirty (30) days of receipt of an invoice for said amount from the Auditor's Office of Johnson County, Texas.

Payment is to be made to:

Johnson County, Texas  
Auditor's Office  
Johnson County Courthouse, Rm. 102

4. Any unpaid balance remaining after 30 days from receipt of invoice shall earn interest at the maximum interest rate per annum allowed by law until paid.

5. All repairs will be done in a workmanlike manner as measured by Johnson County's usual practice in such repairs. Johnson County shall be in charge of all control, procedures, means, coordination, and final inspection of this agreement in regard to the said repairs to be performed.

6. Nothing herein shall alter or change the legal responsibility under existing law for road repairs from a party, nor will this agreement cause Johnson County to incur additional liability other than liability it would have under the law without this agreement. City agrees to indemnify and hold harmless Johnson County, its agents, and employees from all suits, claims, damages, losses, and expenses, including reasonable attorney fees arising out of the County's performance or non-performance of the repair work.

7. This agreement represents the entire and integrated agreement between Johnson County and City and supersedes all prior negotiations, representations and/or agreement either written or oral. This agreement may be amended only by written instruments signed by both Johnson County and City.

8. The validity of this agreement and of its terms or provisions, as well as the rights and duties of the parties

hereto, shall be governed by the laws of the State of Texas.

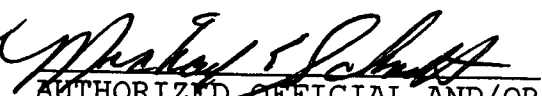
9. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

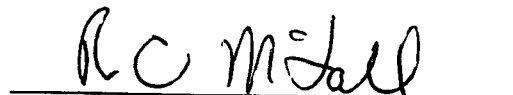
10. This agreement may be terminated at anytime, by either party giving thirty (30) days advance notice to the other party. In the event of such termination of either party, Johnson County shall be compensated for the costs of all materials and/or labor performed to termination date as authorized by this agreement.

11. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

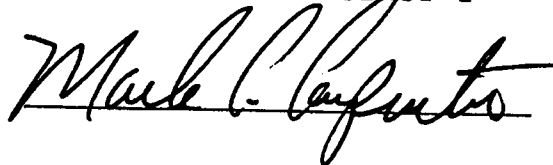
Executed in multiple originals on the 13th day of February, 2002.

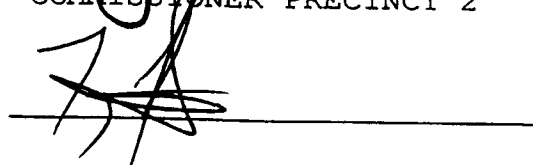
  
COUNTY JUDGE

  
AUTHORIZED OFFICIAL AND/OR  
AGENCY OF CITY

  
COMMISSIONER PRECINCT 1

  
COMMISSIONER PRECINCT 2

  
Mark C. Fuentes

  
COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 4

ATTACHMENT A

Schedule of Standard Charges for Interlocal Agreements  
Johnson County, Texas

I. **Materials**

2500 Gal CRS-2 x .6601 per gallon	\$1650.25
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<b>Total</b>	<b>\$1650.25</b>
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