

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT
SURPLUS PROPERTY TRANSFER**

This Interlocal Agreement (“Agreement”) is made and entered into on this the 6 day of October, 2024, by and between Brazos County, Texas (“County”) a political subdivision of the State of Texas, and Texas Historical Commission (“Commission”), a governmental entity of The State of Texas:

WHEREAS, the parties to this Agreement are both political subdivisions of the State of Texas,;

WHEREAS, the County is the owner of certain real property known as The Boonville Cemetery (“Boonville”);

WHEREAS, the County has determined that a significant number of dead trees need to be removed from Boonville for public safety reasons;;

WHEREAS, the Commission is in need of logs to be used in the renovation of the Washington-on-the-Brazos State Historic Site; and

WHEREAS, the Brazos County Commissioner’s Court has determined that it is in the best interests of the community to transfer ownership of the timbers to the Commission so they can be used more effectively for the benefit of all:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall provide to the Commission, at Boonville, a number of timbers that are at least four inches (4”) in diameter and not more than sixteen feet (16’) in length.
2. The Commission shall remove the timbers within a reasonable time after being notified that the logs are available.
3. The Commission shall indemnify, defend and hold harmless the County from any and all liability arising out of the pick up and/or transport of the timbers.
4. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
5. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties

in the City of Bryan, Brazos County, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.

6. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Executed to be effective as of the date above written.

TEXAS STATE HISTORICAL COMMISSION BRAZOS COUNTY, TEXAS

Jonathan Faylor
Jonathan Faylor, Site Manager

Duane Peters, County Judge

ATTEST:

Karen McQueen, County Clerk

APPROVED AS TO FORM

Bruce L. Erratt, General Counsel