

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 28th day of August, 2012, by and between Jonah Water SUD (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, Utility is the owner of certain water meter to be relocated on CR 320. (herein called Facilities).

WHEREAS, County desires to construct proposed CR 320 : From CR 327 to CR 327 (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Jonah Water to relocate a water meter to accommodate road project.
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Water meter relocation defined as Work = \$ 1,000<sup>00</sup>

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment “A”)
3. Utility’s Schedule of Work and Estimated Date of Completion (Attachment “B”)
4. Eligibility Ratio (Attachment “C”)
5. Betterment Calculation and Estimates (Attachment “D”)
6. Proof of Property Interest – ROW-U-1A (Attachment “E”)
7. Wilco-U-80A – Joint Use Agreement (Attachment “F”)

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.



**UTILITY**

Utility: Jonah Water SUD  
*Name of Utility*

By:   
*Authorized Signature*

Bill Brown  
*Print or Type Name*

Title: General Manger

Date: August 28, 2012

**WILLIAMSON COUNTY**

By: \_\_\_\_\_  
*Authorized Signature*

Dan A. Gattis  
*Print or Type Name*

Title: Williamson County Judge

Date: \_\_\_\_\_

**Attachment A**

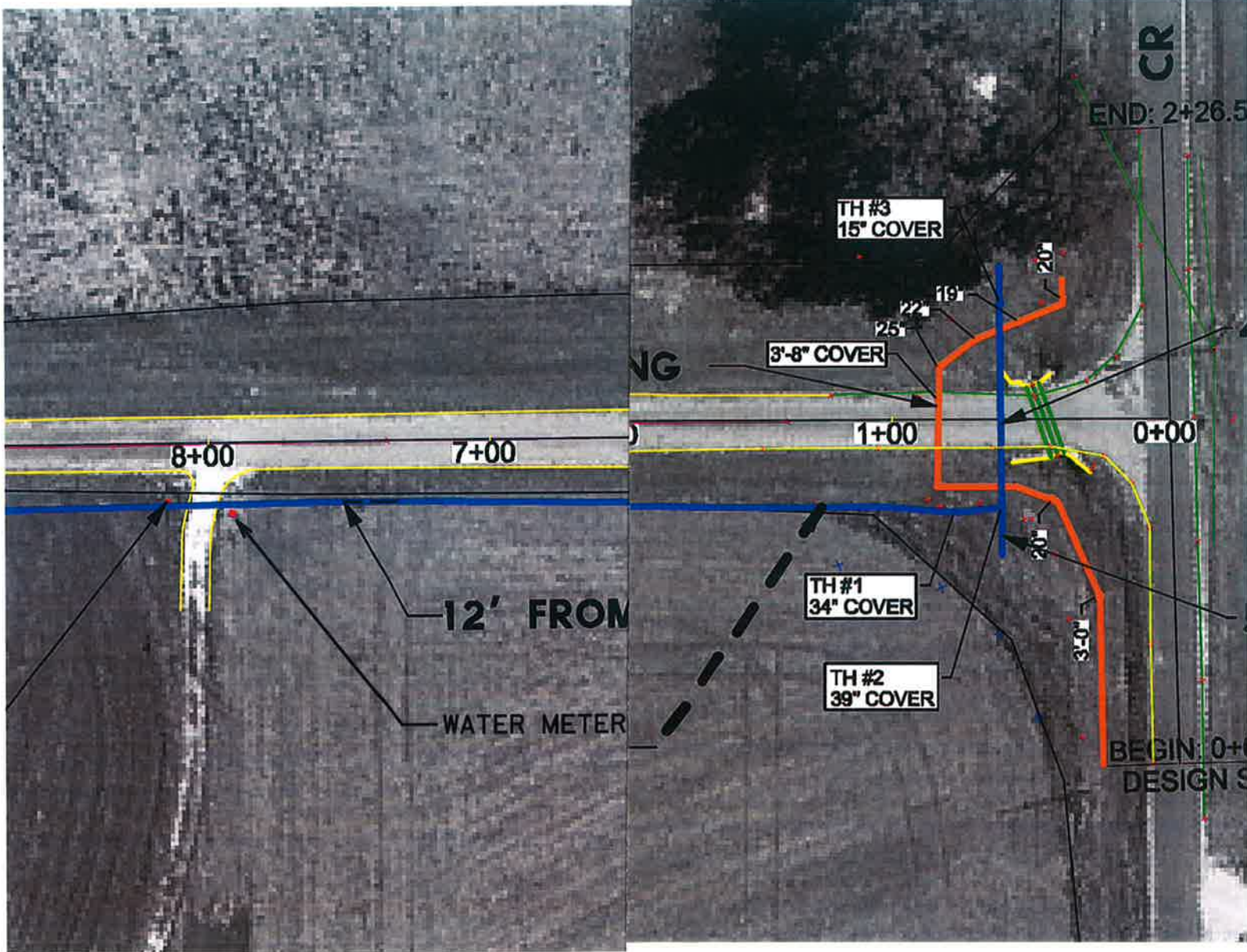
**Plans, Specifications, and Estimated Costs**

**JONAH WATER SUPPLY CORPORATION  
WILLIAMSON COUNTY ROAD 320  
COST ESTIMATE**

**WORK TO BE PERFORMED BY JONAH**

1	EA	Water Meter Relocation	\$1,000.00 EA	\$	1,000.00
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<b>TOTAL CONSTRUCTION, ENGINEERING &amp; INSPECTION COSTS</b>	=	<b>\$ 1,000.00</b>
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**Attachment B**

**Utility's Schedule of Work and Estimated Date of Completion**

**Estimated Start Date: August 15, 2012**

**Estimated Completion Date: August 16, 2012**

## **Attachment C**

### **Eligibility Ratio**

**On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment "H" for proof of property interest, which is established at 100% eligible.**



## **Attachment D**

### **Betterment Calculation and Estimates**

Betterment does not exist in this agreement.

**Attachment E**  
**Proof of Property Interest**



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197811341DR



General | **Legal Description** | Related Documents | Document Detail

Instrument #: 197811341DR  
 Audit Seq: 0

Document Date:  
 Date Filed: 10/30/1978 12:00:00 AM  
 Document Type: EASEMENT  
 Book: 735  
 Page: 143

Remarks:  
 # Pages in Image: 1  
 Image:

### Grantors

1 ALBERT HERTIYA A

### Grantees

1 JONAH WATER SUPPLY

### Returnee

Name:  
 Address:  
 City, State, Zip:

# No Image Available

**Attachment F**

**Wilco – U-80A – Joint Use Agreement**

**“Not applicable”**