



November 12, 2020

Williamson County
c/o Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

Re: Wilco—Sam Bass Road/Corridor H construction project/ Parcel 51

Dear Mr. Crossfield:

This Letter Agreement sets forth the terms and conditions of an agreement between Brushy Creek Municipal Utility District (the "District") and Williamson County (the "County") relating to the proposed engagement of a professional engineering firm by the County for the possible relocation of the District's water fountain and related appurtenances (the "Water Fountain") located at the corner of Great Oaks Drive and Sam Bass Road (the "Fountain Project").

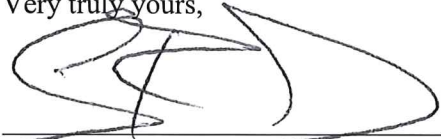
By execution below, Williamson County agrees to the following matters relating to the Fountain Project:

1. The County will engage MRB Engineering ("Engineer") to conduct an evaluation of the Fountain Project at the sole cost and expense of the County.
2. The scope of the engineering study and services to be undertaken by the Engineer (the "Engineering Services") relating to the Fountain Project shall be mutually approved by the County and the District prior to engagement by the County of Engineer. Generally, however, it is anticipated that the Engineering Services will include the following: (i) the evaluation by Engineer of the feasibility of relocation of the District's water fountain and related improvements in accordance with the schematic attached hereto at Exhibit A, along with any issues related thereto; (ii) if the Engineer recommends that the improvements not be relocated to the area identified in Exhibit A, then undertake an evaluation for the relocation of the water fountain and related improvements to the location identified in Exhibit B; and (iii) upon mutual agreement by the County and District for the final relocation site, the preparation of plans and specifications for the Fountain Project.
3. If the District and the County cannot mutually agree upon a final location for relocation of the Water Fountain, then Engineer shall not prepare plans and specifications for such relocation, unless otherwise requested by County on its own determination and at its own expense.
4. The engineering services contract shall provide specify a lump sum compensation for each task as directed to proceed and as completed, and the required deliverables for payment.

5. The County shall pay all costs and expenses related to the Engineering Services, and the District shall have no responsibility to provide payment of any costs or expenses.
6. The District has not agreed to relocate the Water Fountain. This Letter Agreement is intended for the parties to gather more information regarding potential relocation of the Water Fountain.

If this Letter Agreement accurately reflects the terms of the agreement between the District and the County, please execute this Letter Agreement in the space set forth below, and return an executed copy at your earliest convenience.

Very truly yours,



Shean Dalton, General Manager

**AGREED TO THIS _____ DAY OF NOVEMBER, 2020 BY AND ON BEHALF OF
WILLIAMSON COUNTY:**

By: _____

Name: _____

Title: _____