

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 258**

THE STATE OF TEXAS §
§
§
COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS:

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (“Agreement”) is entered into between the City of Georgetown, Texas, a Texas municipal corporation (the “City”) and Williamson County, a political subdivision of the State of Texas (the “County”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is and has been in the process of making road improvements to County Road 258 between US 183 to 500ft east of Sunset Ridge (the "County Project"); and

WHEREAS, the proposed CR 258 roadway improvements include the widening of the right-of-way into an easement in which the City's water system improvements (the "Waterline") are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the "City Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the Waterline Relocation; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. **PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Waterline required by the County Project, based on the terms and conditions as stated herein.

1.02 Relocation of Waterline. The County will relocate the Waterline based on the terms and conditions stated herein.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF CITY PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

2.02 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, project management and all other costs related to the City Project. The City Project will be bid and constructed concurrently with the County Project.

2.03 Construction Plans The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as Exhibit "A." Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection and Maintenance. County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. After acceptance, the City shall own and operate the waterline.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Prior Rights. The City's Waterline will be relocated from its current alignment within the existing City easements to a new location within the CR 258 right-of-way. Concurrent with this Agreement, both parties shall execute an amendment to the easement(s) as identified in **Exhibit "B"** (Effectuated Easement(s)), in a form substantially similar to **Exhibit "C"**, which shall amend the easement area(s) of the Effective Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of Waterline.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

3.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

IV. GENERAL PROVISIONS

4.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

4.02 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by Georgetown.

4.04 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

4.05 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

4.06 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

4.07 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

4.08 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

4.09 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

4.10 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.11 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

4.12 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

4.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: _____

✓ Josh Schroeder, Mayor

ATTEST:

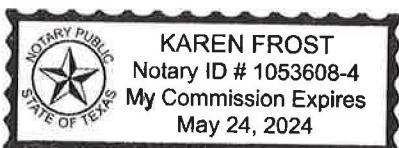
Approved as to form:

By: Kolygon Densmore
Robyn Densmore City Secretary

By: Skye Masson
Skye Masson, City Attorney

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT was acknowledged before me on this 11 day of October, 2022, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Notary Public, State of Texas

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
CITY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of
_____, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on
behalf of said County.

Notary Public, State of Texas

Exhibit "A"

Construction plans

INDEX OF SHEETS

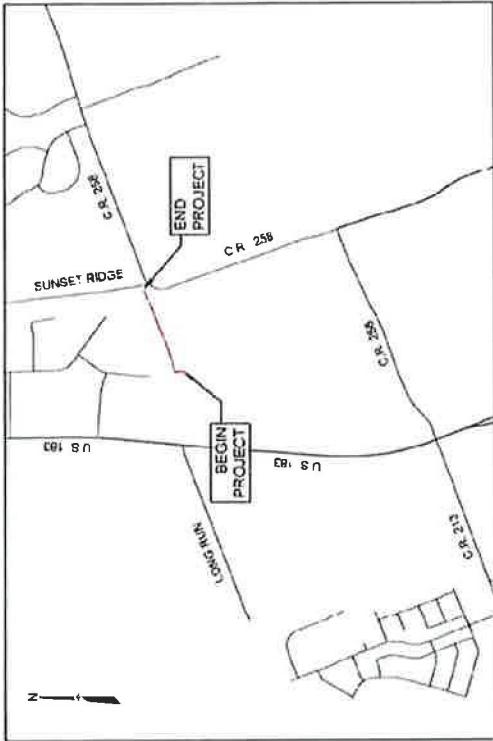
- C-001 TITLE SHEET
 C-002 GENERAL NOTES
 C-003 SUMMARY OF WATERLINE QUANTITIES
 C-100 KEY MAP
 C-101-103 WATERLINE 'A' PLAN AND PROFILE SHEETS
 C-104 WATERLINE 'B' PLANSHEET
 C-105 WATERLINE 'F' PROFILE SHEET
 C-201 WATER ADJUSTMENTS
 C-501-504 STANDARD DETAILS



WILLIAMSON COUNTY
CR 258 EXTENSION
COG 12" AND 4" WATER LINE RELOCATIONS
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1,489 LF
 PROJECT LIMITS: FROM APPROXIMATELY 1100 FEET EAST OF US 183 TO SUNSET RIDGE DRIVE

CONSTRUCTION OF 12" WATER MAINS, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS,
 INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES

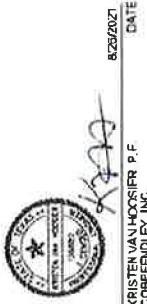


VICINITY MAP
 (NOT TO SCALE)

OWNER INFORMATION

- OWNER:
 CITY OF GEORGETOWN, TEXAS
 300 INDUSTRIAL AVENUE
 GEORGETOWN, TEXAS 78626
 CONTACT
 CHRIS POUSSON
 512-930-8162
- DESIGNER:
 COBB FENDLEY
 505 EAST HUNTLAND DRIVE, SUITE 100
 AUSTIN, TEXAS 78752
 CONTACT
 KRISTEN VAN HOOSIER, P.E.
 512-834-9798

SUBMITTED FOR APPROVAL:



KVH
 8/25/2021
 KRISTEN VAN HOOSIER, P.E.
 COBBFENDLEY, INC.
 APPROVALS:
 9-13-21
 DATE
 CITY OF GEORGETOWN, TEXAS

IN.	REVISIONS, OPERATIONAL NOTES	CHANGES IN DESIGN	APPROVED	DATE
C-001				

CobbFendley
 TYPE NO. 274 / TPLS NO. 0046701
 505 EAST HUNTLAND DRIVE, SUITE 100
 AUSTIN, TEXAS 78752
 512 334 9798 FAX 512 334 9553
 WWW.COBBFENDLEY.COM

GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
 2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GEORGETOWN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
 3. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW.
 4. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTORS, WILLIAMSON COUNTY (IF IN THE U.I.), OTHER UTILITY COMPANIES, AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL NOTIFY AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (512-503-5869).
 5. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
 6. ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
 7. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.

UTILITY NOTES

UTILITY NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.

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2. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW.

3. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CALL FOR A CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN DESIGN ENGINEER (CONTRACTORS), AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (61-593-5589).

4. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.

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7. BENCHMARKS,

8. SURVEY CONTROL DATA PLANS IN RECONSTRUCTION OF COUNTY ROAD 258, ROADWAY AND DRAINAGE IMPROVEMENTS PLAN SET FOR SEE SURVEY CONTROL DATA PLANS IN RECONSTRUCTION OF COUNTY ROAD 258, ROADWAY AND DRAINAGE IMPROVEMENTS PLAN SET FOR CIVIL ENGINEERING INFORMATION PREPARED BY:

CIVIL ENGINEERING CONSULTANTS
11560 IH-10 WEST, SUITE 395
SAN ANTONIO, TEXAS 78230
(210) 641-5898

9. BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.

10. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DISCRENCES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE AND SUBMITTING A REVISION TO THE CITY USE ONE CALL UTILITY SYSTEM; DIAL -803-244-8577, 48 HOURS BEFORE YOU DIG.

11. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S MOVED BOUNDARIES.

12. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. RETEVEGETATION OF ALL DISTURBED AREAS OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING. AT THE CONTRACTOR'S OPTION.

13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DERRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM AN AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.

14. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.

15. ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTION(S) PRIOR TO THE INSTALLATION OF DRY UTILITIES.

16. A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY CITY COUNCIL:

2. SLOPES SHALL BE SODDED OR SEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.

3. STRECHES, ROCK BURNS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.

4. TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.

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1. SLOPES SHALL BE SCODDED OR SEDEDDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.

2. SILT FENCES, ROCK BURNS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.

3. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.

A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE-SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

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GEORGETOWN, TEXAS

WILLIAMSON COUNTY



SUMMARY OF WATERLINE QUANTITIES							SUMMARY OF WATERLINE QUANTITIES						
CIP11.06.B	G4.05.C	G6.09	W1.17.A	W1.17.A.2	W1.17.A.6	W2.10.AR.4	W2.10.A.R.12	W2.10.A.12	W2.10.B4X4	W2.10.B12X12	W3.21.A12		
Trench Excavation Safety Protection System (All Depths)	Concrete Trench Cap (6" Thick, 2000 PSI)	Protective Fencing Type A Chain Link Fence	Ductile Iron Fittings	Pipe, 2" Dia. HDPE, Complete in Place, Including Excavation and Backfill	Pipe, 6" Dia. CL-350 (Restrained), Complete in Place, Including Excavation and Backfill	PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	Pipe, 12" Dia. PVC C-900, Complete in Place, Including Excavation and Backfill	Wet Connections, 4" x 4"	Wet Connections, 12" x 12"	Valves, Gate 12" Dia.		
LOCATION	LF	CY	LF	TON	LF	LF	LF	LF	EA	EA	EA		
C-101	437.00			0.25		7.00	2.00	203.00	225.00	450.00	1		
C-102	450.00										1		
C-103	395.00	5.00		0.21				243.00	152.00		1		
C-104 & C-105	207.00			0.36	81.00			127.00			2		
C-201				25.00									
PROJECT TOTALS	1489.00	5.00	25.00	0.82	81.00	7.00	2.00	573.00	827.00	1.00	3.00		
											1.00		

SUMMARY OF WATERLINE QUANTITIES							SUMMARY OF WATERLINE QUANTITIES						
W3.21.A.FH	W4.04.4	W4.04.24		SP.W2.10.C	SP.W2.10.D4	SP.W2.10.D12	SP.W2.10.E4	SP.W3.21.E	SP.W3.21.F	SP.W3.21.G	SP.WW3.21.C		
LOCATION													
C-101	1												
C-102													
C-103													
C-104 & C-105													
C-201													
PROJECT TOTALS	1.00	32.00	166.00		1.00			3.00	1.00	4.00	1.00		
											2.00		





MISSION DE SOUTIEN
SÉCURISATION

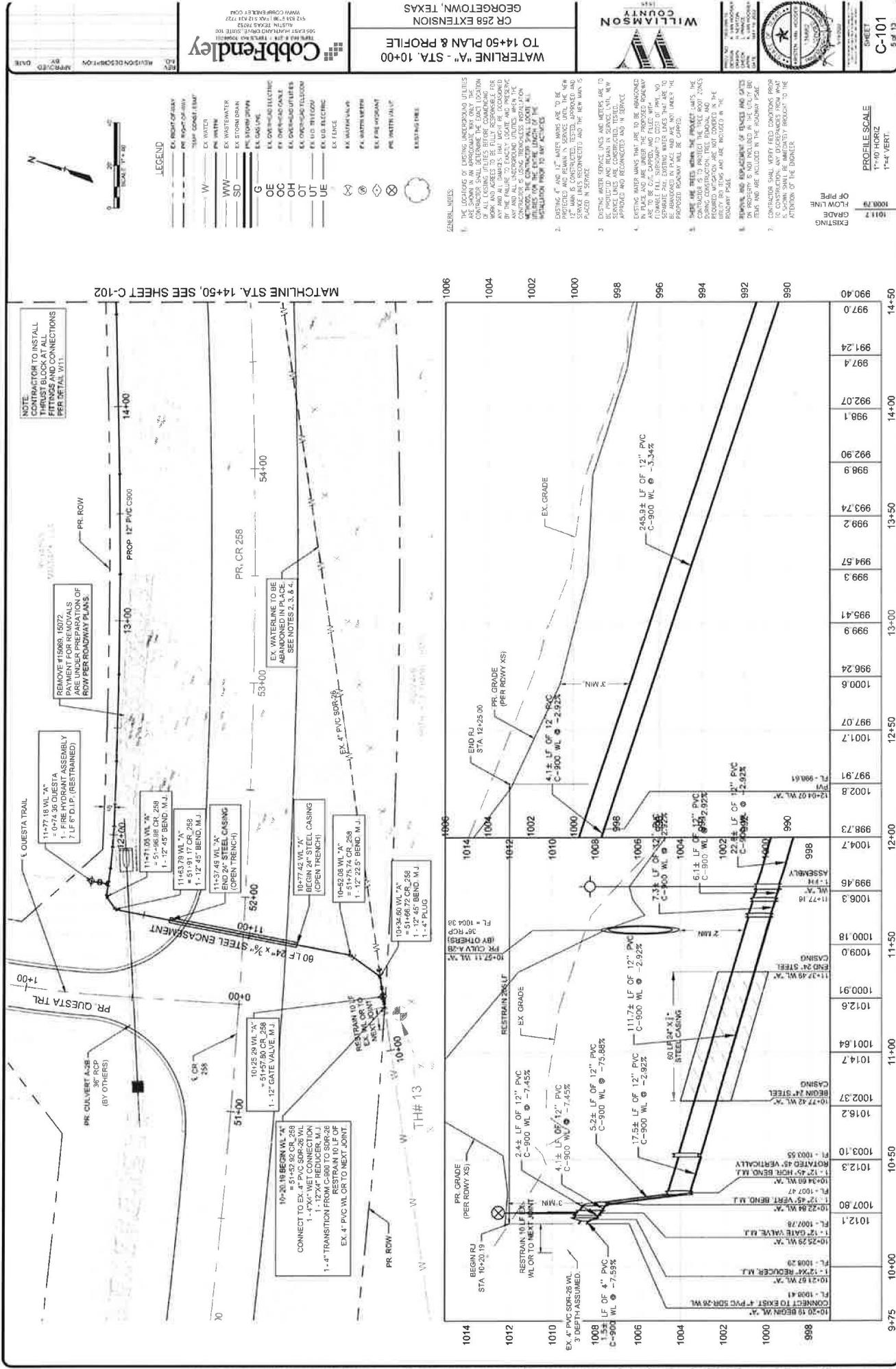
KEY MAP

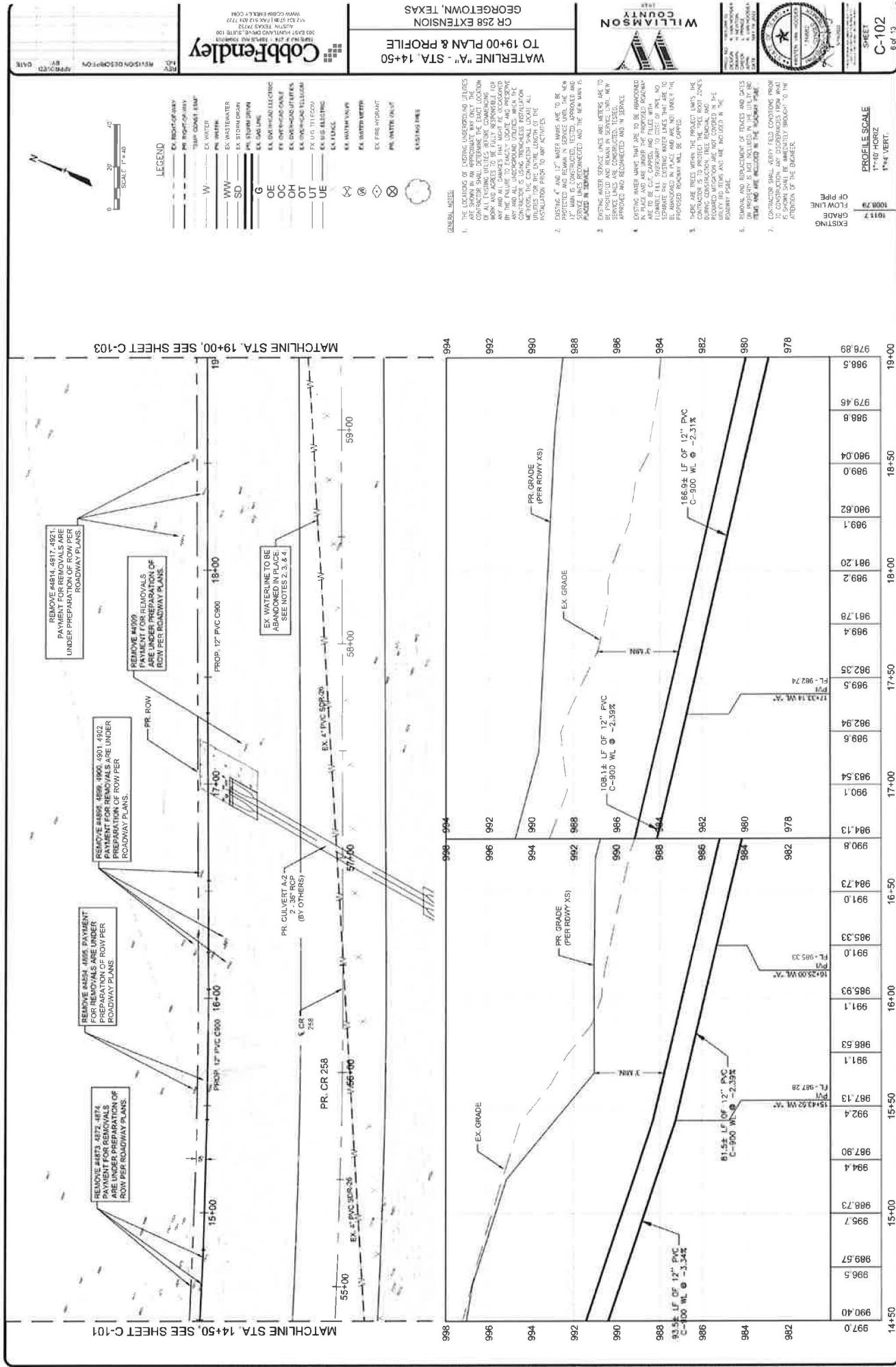
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This aerial map displays a residential neighborhood with several streets and undeveloped land. A prominent feature is a blue-lined network of pipes representing water distribution lines. The map includes labels for various components of the system:

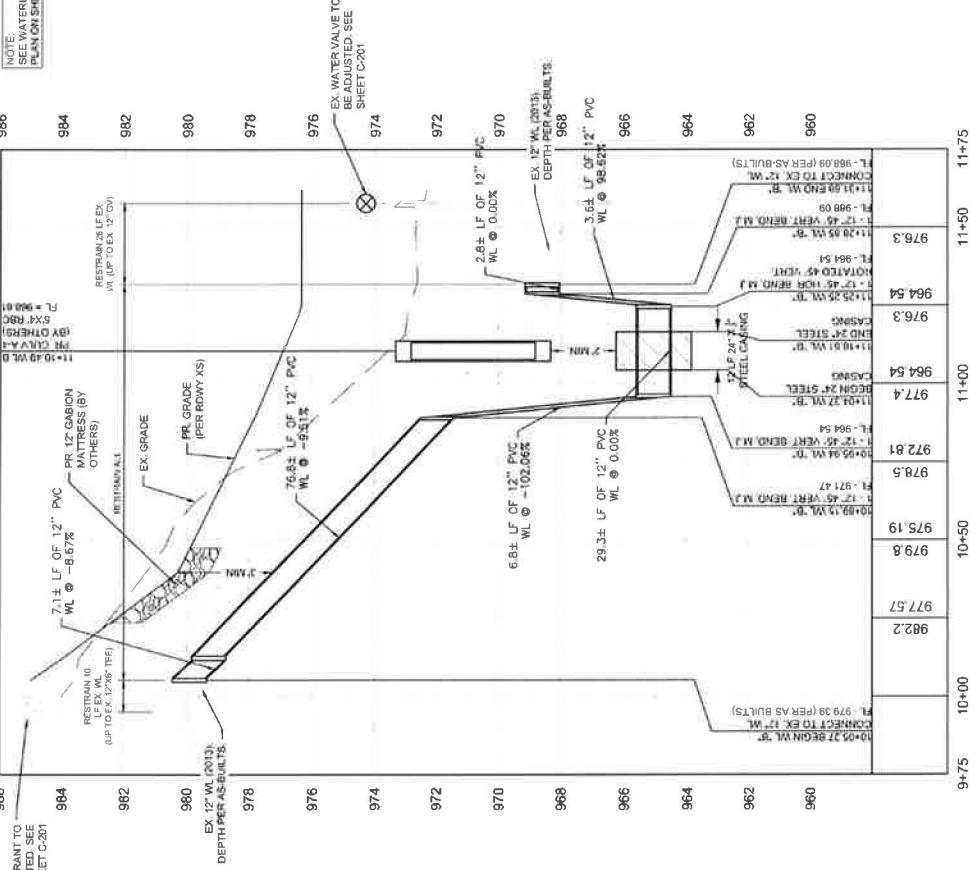
- SUNSET RIDGE**: A label for a residential area.
- C.R. 258**: Labels two roads running roughly north-south through the area.
- U.S. 183**: Labels a major road running east-west at the bottom of the map.
- WATERLINE 'B'**: SHEET C-104 & C-105: A long horizontal pipe segment near the top center.
- EX 16" DWL**: A label pointing to a vertical pipe segment.
- WATERADJUSTMENTS**: SHEET C-201: A label pointing to a cluster of small structures.
- WATERLINE 'A'**: SHEET C-103: A pipe segment branching off from the main line.
- WATERLINE 'A'**: SHEET C-102: A pipe segment branching off from the main line.
- EX 12" PVC WL**: A label pointing to a vertical pipe segment.
- EX 4" PVC WL**: Two labels pointing to vertical pipe segments on the left side.
- EX 4" PVC WL**: A label pointing to a vertical pipe segment on the right side.
- LONG RUN**: A label pointing to a long, straight pipe segment.





NOTE:
SEE WATERLINE "B"
PLAN ON SHEET C-101

FIRE HYDRANT TO
BE ADJUSTED SEE
SHEET C-21



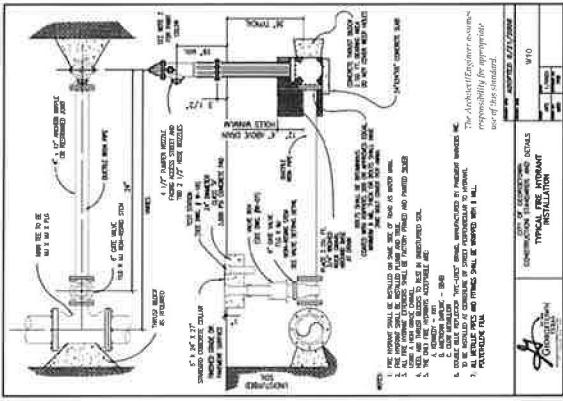
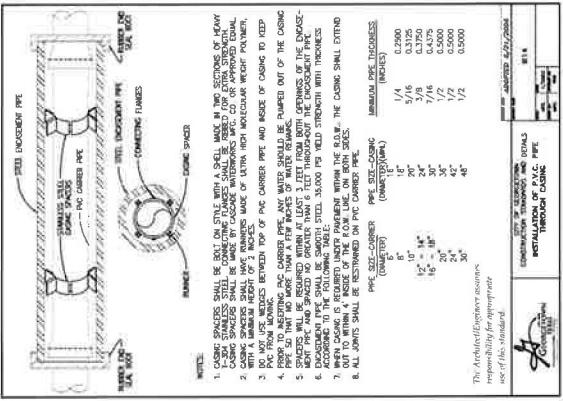
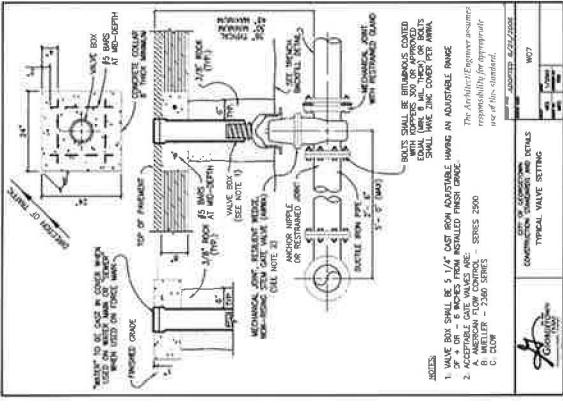
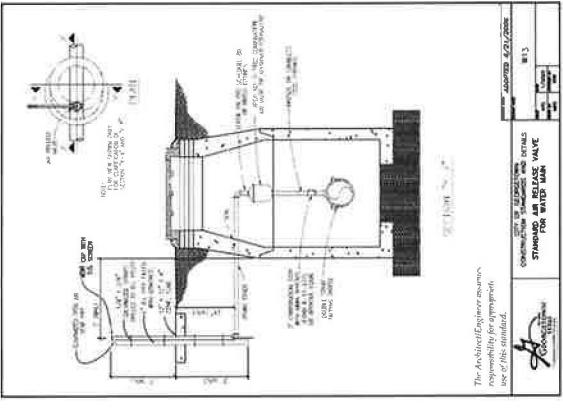
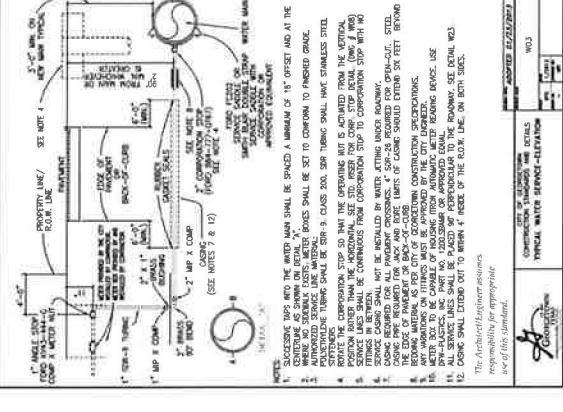
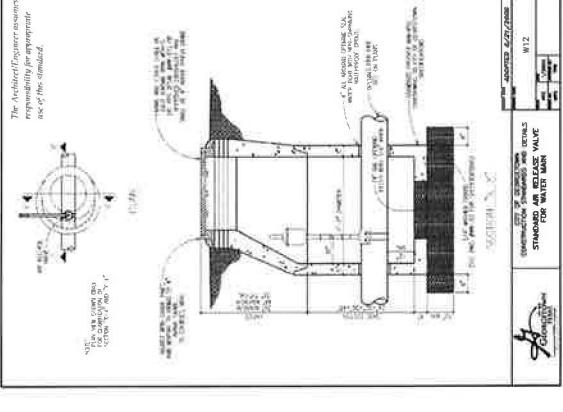
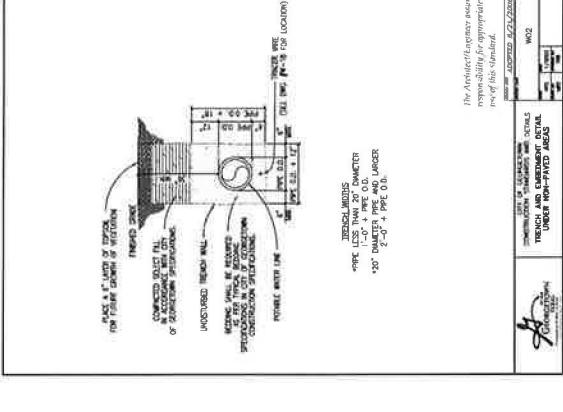
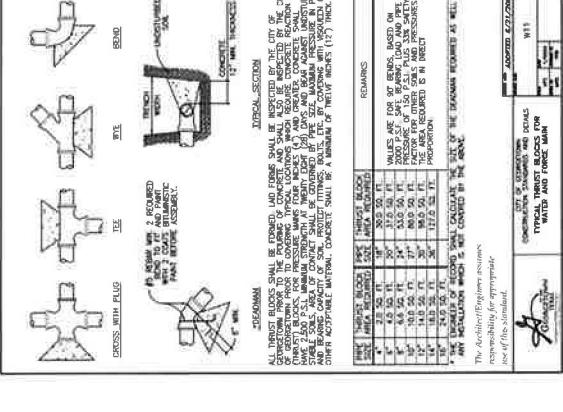
GENERAL NOTES

7. CONTRACTOR SHALL VERIFY REED CONDITIONS PRIOR TO COMMENCING ANY WORK AND SHALL NOTIFY OWNER OF ANY SPOTS WHICH MAY BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER.

PROFILE SCALE

100879
10117

SHEET
C-105

<p align="center">CobbFendley</p> <p align="center">DESIGN DESCRIPTION APPROVED DATE</p>	<p align="center">CR 288 EXTENSION WILMINGTON, TEXAS</p> <p align="center">SHEET 1</p> <p align="center">STANDARD WATER DETAILS</p> <p align="center">GEORGETOWN, TEXAS</p> <p align="center">WILMINGTON, TEXAS</p>	<p align="right">C-501</p> <p align="right">11 of 14</p>
		
		
		
		
		
		
		
		

STAN

CobbFendley

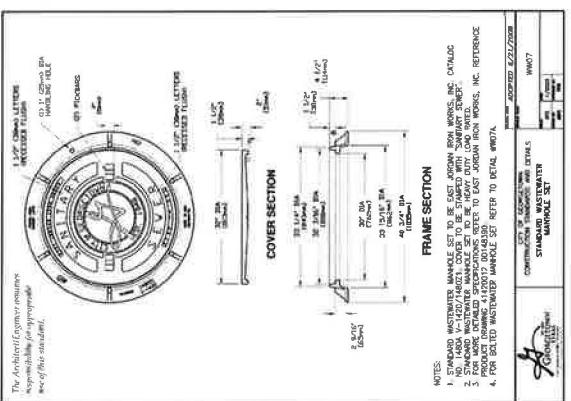
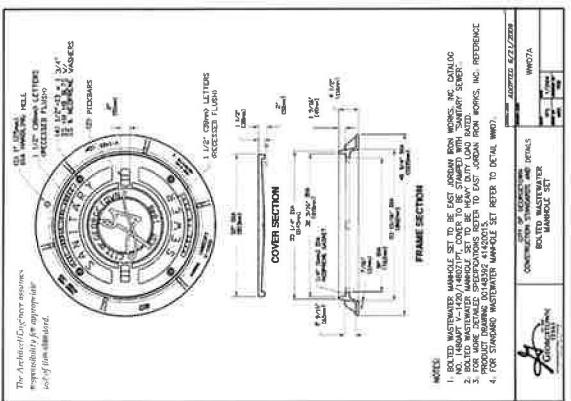
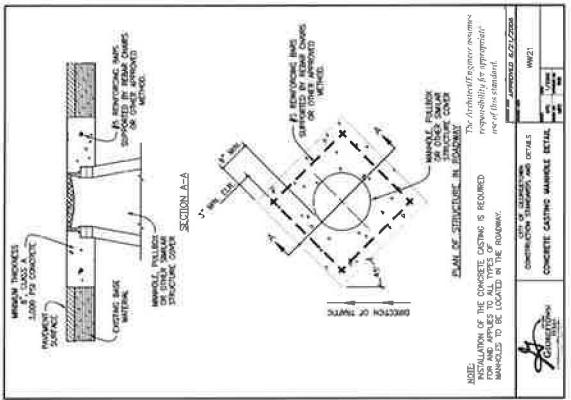




Exhibit "B"

Effectuated Easement(s)

Exhibit "B"

Effectuated Easement(s)

Instrument#	Date Filed	Document Type	Grantor	Grantee
1985000971	1/10/1985	Easement	BROWN GARY F NATALIEVILLE LTD P/S	CHISHOLM TRAIL WATER SPL

Exhibit "C"
Amendment Document

AMENDMENT OF EASEMENT

CR 258 Right of Way

STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

KNOW ALL BY THESE PRESENTS:

WHEREAS, on December 28, 1984, Natalieville, Ltd., a limited partnership (“Natalieville”), granted Chisholm Trail Special Utility District (“CTSUD”) the Right-of-Way Easement recorded in Volume 1122, Page 934 of the Official Records of Williamson County, Texas (the “Original Easement”) for the purposes of constructing, operating, and maintaining one or more potable waterlines across Natalieville’s 413.01-acre property (the “Natalieville Property”); and,

WHEREAS, the Original Easement encumbered the entire Natalieville Property but was limited to a strip of land 15 feet in width, the center line thereof being the pipe line as installed; and

WHEREAS, on September 12, 2014, the Original Easement was assigned to the City of Georgetown, Texas (“City”) according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by City; and,

WHEREAS, Williamson County (“County”) is in the process of realigning County Road 258 (the “Project”); said Project will overtake and encroach into the Original Easement and involve installation of roadway improvements that will conflict with the existing location of City’s waterline within the Original Easement; and,

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 4.391-acre portion of the Natalieville Property from MACNAK, LLC, said 4.391 acres being more particularly described in a Deed recorded in Document No. 2022086632 of the Official Public Records of Williamson County, Texas (the “MACNAK Property”); and

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 2.053-acre portion of the Natalieville Property from Bruce E. Nakfoor, Trustee, said 2.053 acres being more particularly described in a Deed recorded in Document No. 2022086618 of the Official Public Records of Williamson County, Texas (the “Nakfoor Property”)(together, the MACNAK Property and the Nakfoor Property shall hereinafter be referred to as the “County Property”); and

WHEREAS, County and City wish to cooperate in the relocation of a portion of the Original Easement and corresponding infrastructure within the County Property in order to allow the Project to move forward and protect City’s water system with minimal impact to County, City, the Project, and area property owners; and,

WHEREAS, City and County have entered into an Interlocal Agreement dated _____, 2022, outlining the terms of the relocation of City's infrastructure (the "ILA");

NOW THEREFORE, in consideration of the completion of the construction of City's relocated infrastructure, City and County agree to the following:

1. The facts and recitals set forth above are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.
2. City, as successor to CTSUD, and County, as a successor-in-interest to Natalieville, hereby agree to amend the easement area of the Original Easement within the boundaries of the County Property. From hereon and henceforth, the rights and interests of City to the Original Easement shall apply over, under, across, and through the entire 6.444 acres of the County Property; provided, however, the easement shall not exceed fifteen (15) feet in width, and the course and location of the easement shall be fixed and limited to a strip of land fifteen (15) feet in width, the centerline thereof being the new pipe line installed in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto..
3. County shall be responsible for relocation of City's waterline from its current position to a new location in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto.
4. Nothing herein shall operate to release the perpetual easement granted to City by the Original Easement, and said perpetual easement shall remain in full force and effect.
5. Nothing herein shall operate to amend any description of the easement area of the Original Easement across property that is not owned by County, and said perpetual easement shall remain in full force and effect and unamended as to properties that are not the County Property.

[Signatures on the Following Pages]

EXECUTED this _____ day of _____, 2022.

CITY OF GEORGETOWN

By:

David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

_____, City Attorney

STATE OF TEXAS § CORPORATE ACKNOWLEDGMENT
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson, County, Texas, and acknowledged to me that he executed this Amendment of Easement on behalf of the City of Georgetown, for the purposes herein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2022, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

EXHIBIT "A"

7/15/2022
9:20:24 AM
\\Austin\server\common\CFA\2014\0308801\Williamson County\2013\Road Bond\DESIGN\CR_258 Extension\EXHIBITS\20220714-COG\ILA\CR-258\EXT\COG-ExhibitC-RP-1.dwg

