

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 18th day of September, 2024, by and between Manville Water Supply Corporation (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 12 inch Water Line including associated service lines. (herein called Facilities).

WHEREAS, County desires to construct proposed CR404 at FM973 (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:

- Relocation of 2 & 12 in waterlines in conflict with proposed roadway construction
- 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)

Estimated 1,500 LF of underground 2 & 12 in waterlines defined as Work =
\$ 578,829.78

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: Manville Water Supply Corporation
Name of Utility

By: 
Authorized Signature

Erik Prinz
Print or Type Name

Title: General Manager

Date: 9-23-24

WILLIAMSON COUNTY

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

MANVILLE WATER SUPPLY CORPORATION

TRAVIS & WILLIAMSON COUNTIES

FM 973 & CR 404 INTERSECTION
TOTAL FOOTAGE- 1,500 L.F.

BOARD OF DIRECTORS

PRESIDENT	JACK ATTERSTROM
VICE - PRES.	GEORGE TOLLESON
SECRETARY	LARRY HODDE
TREASURER	TRACY SPELLINGS
MEMBER	JOE COFFEY
MEMBER	SAM JONES
MEMBER	STEVE MARES
MEMBER	JEFF MONZINGO

INDEX:
SHEET 1 TITLE SHEET
SHEET 2 KEY MAP
SHEET 3-6 PROPOSED WATERLINE
SHEET 7 CROSS SECTIONS
SHEET 8-9 CONSTRUCTION STANDARDS

APPROVED:

GENERAL MANAGER

TONY GRAF

MANVILLE WSC DATE

J. F. FONTAINE & ASSOC. INC. DATE

UTILITY CONTACT:
MANVILLE WATER CORP.
ERIK PRINZ-DIRECTOR OF OPERATION
(512)856-2488 EXT: 233
RAUL OCHOA-CONSTRUCTION SERVICES FIELD
TECHNICIAN
(512)517-8661



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JERRY F. FONTAINE P.E. #20318

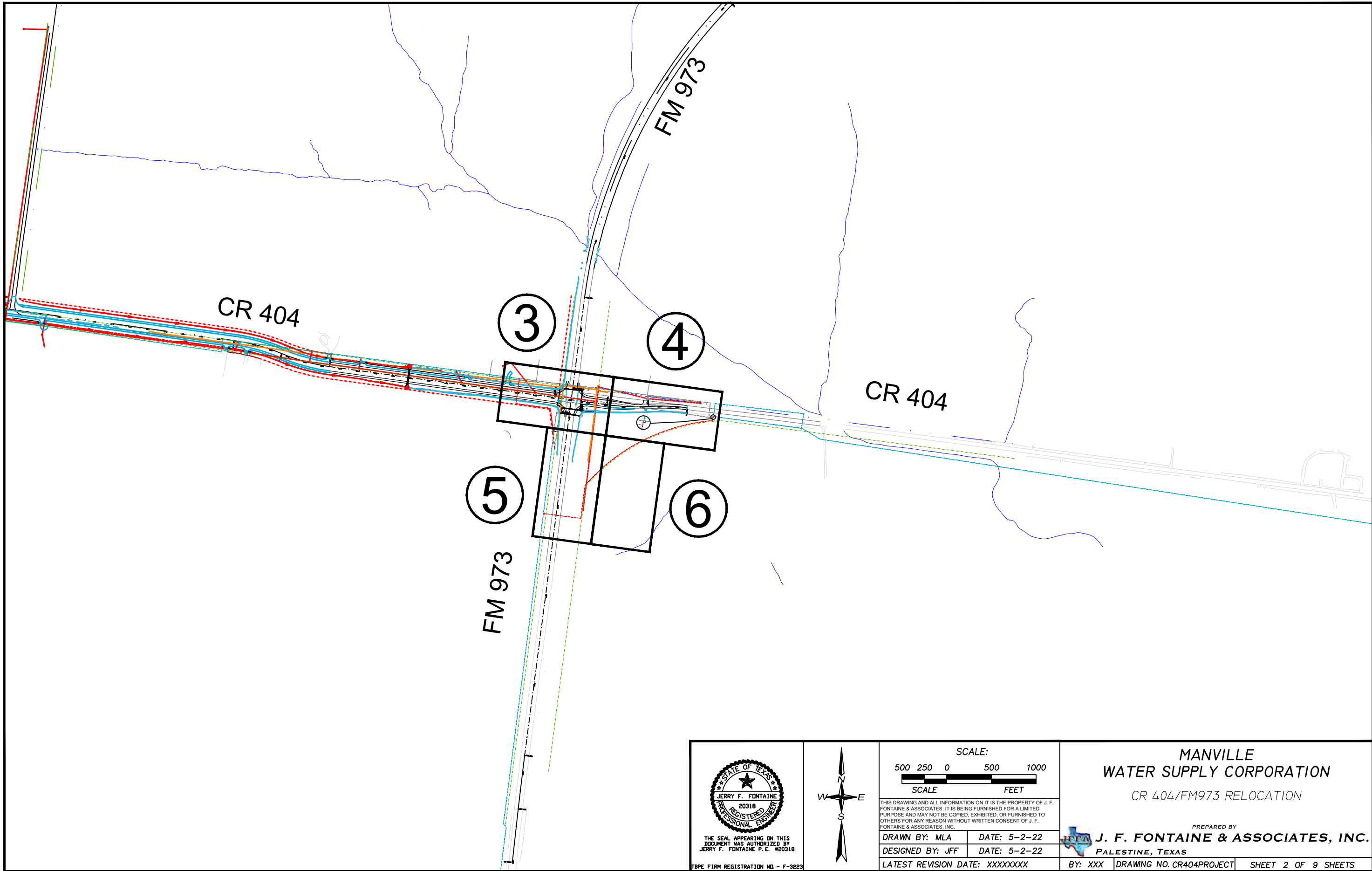
TBPE FIRM REGISTRATION #F-3223

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DRAWING SHALL NOT BE REUSED
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ENGINEER.

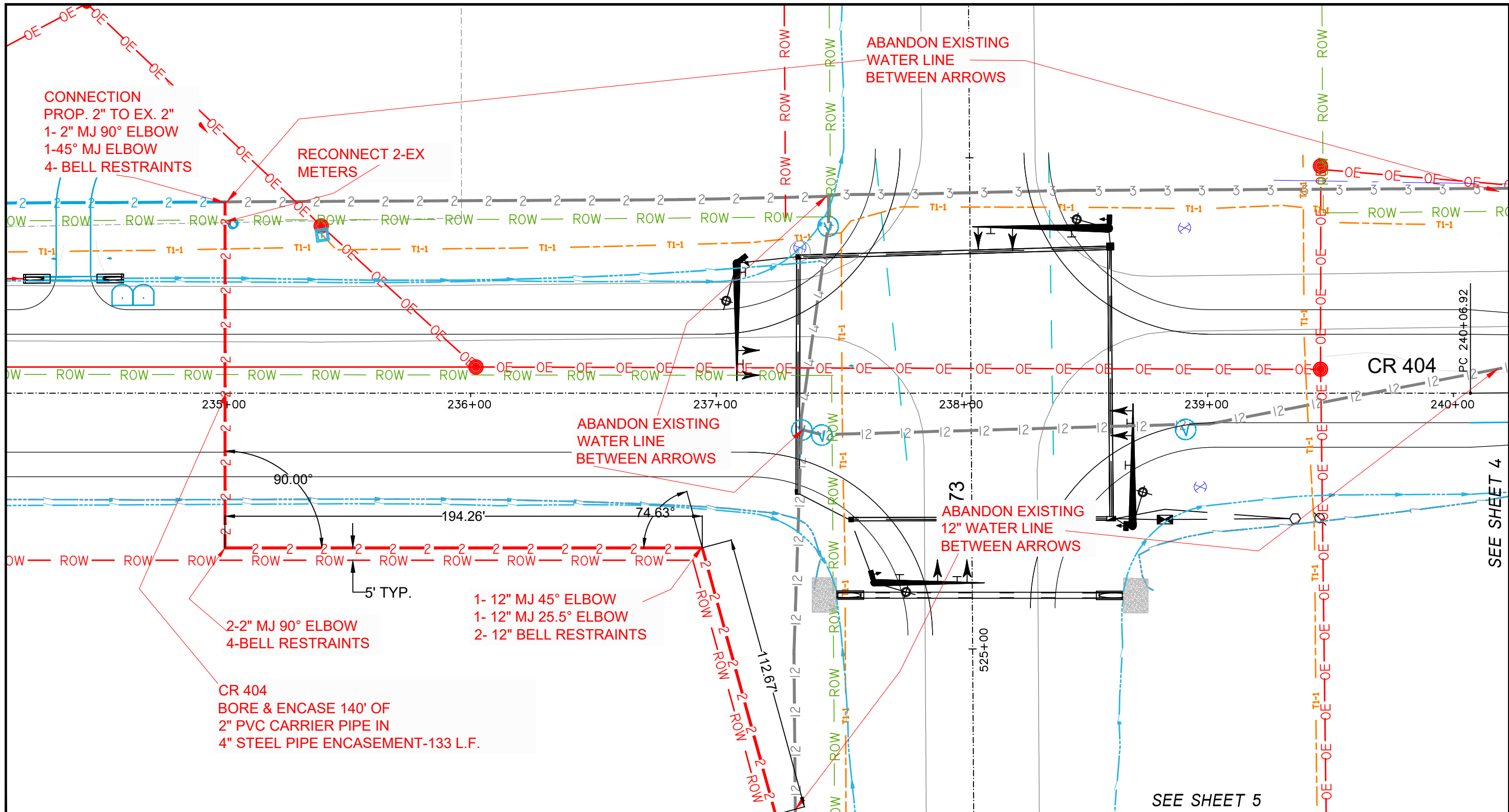
MANVILLE
WATER SUPPLY CORPORATION
TRAVIS COUNTY
FM 973 & CR 404 INTERSECTION
TITLE SHEET
PREPARED BY
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

DRAWING NO. 003FM973CR404001

SHEET NO. 1 OF 6



 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JERRY F. FONTAINE P.E. #20318 T&PE FIRM REGISTRATION NO. - F-3223		SCALE: 500 250 0 500 1000 SCALE FEET		MANVILLE WATER SUPPLY CORPORATION CR 404/FM973 RELOCATION	
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		DRAWN BY: MLA	DATE: 5-2-22	 J. F. FONTAINE & ASSOCIATES, INC. PALESTINE, TEXAS	
		DESIGNED BY: JFF	DATE: 5-2-22		
LATEST REVISION DATE: XXXXXXXX		BY: XXX	DRAWING NO. CR404PROJECT	SHEET 2 OF 9 SHEETS	



LEGEND:		EXISTING		PROPOSED		ABANDONED	
WATER LINE		— SIZE —		— SIZE —		— SIZE —	
GATE VALVE (BY LINE SIZE)		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
2" FLUSH VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
PRESS. REDUCING VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
AIR RELEASE VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
FIRE HYDRANT		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
STRUCTURE		□ EXISTING		□ PROPOSED		□ PROPOSED	
EXISTING CUSTOMER		□ EXISTING		□ PROPOSED		□ PROPOSED	
PLANT SITES		□ EXISTING		□ PROPOSED		□ PROPOSED	
WATER METERS		○ EXISTING		○ PROPOSED		○ PROPOSED	
DRY TAP		DT		DT		DT	
PROPOSED CUSTOMER		DT		DT		DT	
PROPOSED LINE MARKER		DT		DT		DT	
PROPERTY LINE		---		---		---	
CITY LIMITS, COUNTY LINES		---		---		---	
R.O.W. LINES		---		---		---	
RAILROADS							

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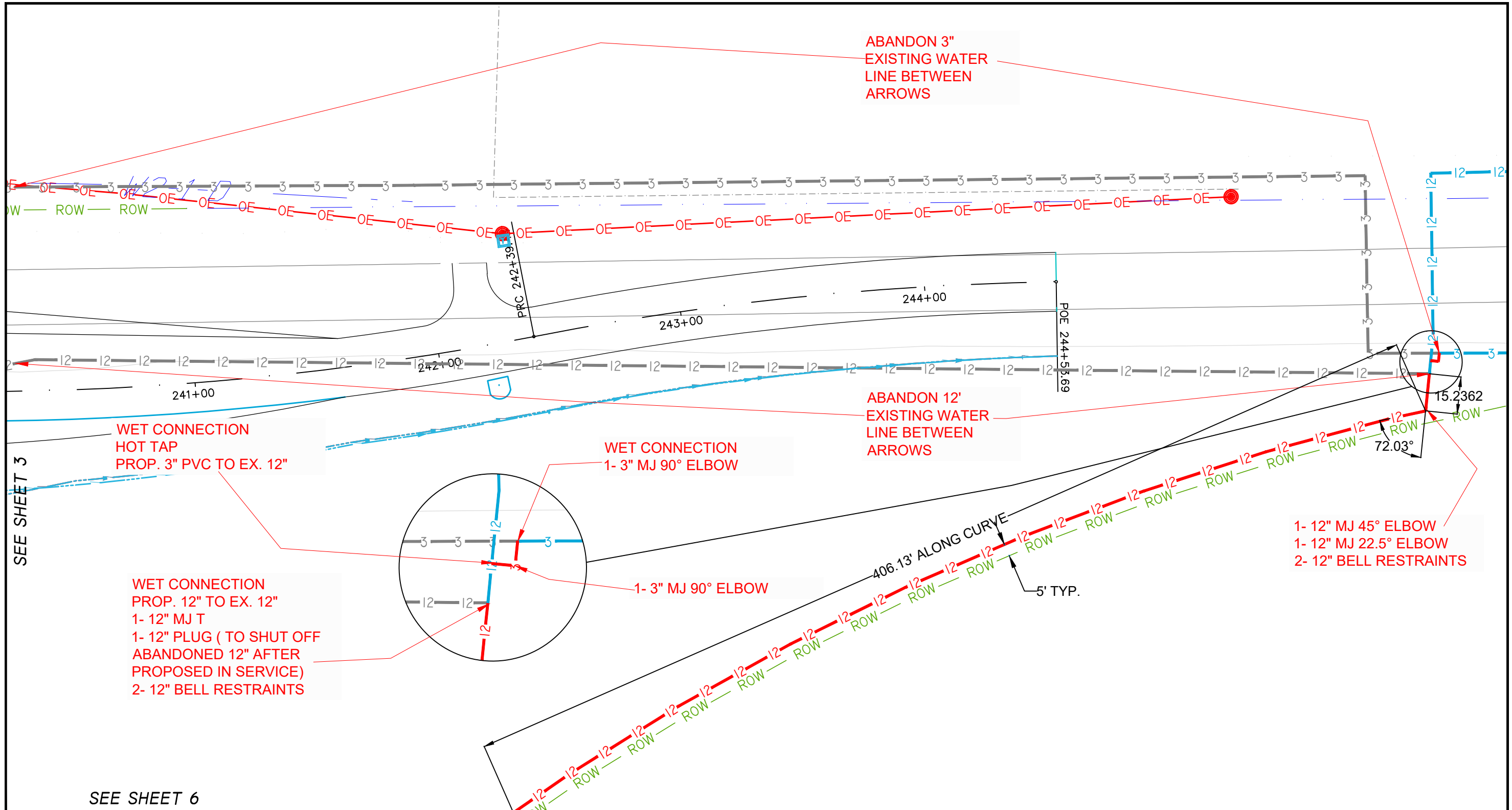
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DESIGNED BY: JFF	DATE: 7-29-21
LATEST REVISION DATE: 6-16-22	

MANVILLE WATER SUPPLY CORPORATION
DISTRIBUTION SYSTEM IMPROVEMENTS

PREPARED BY
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

BY: MLA	DWG # CR404PROJECT	SHEET 3 OF 9 SHEETS
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SEE SHEET 6

LEGEND:		EXISTING		PROPOSED		ABANDONED	
WATER LINE		— SIZE —		- - SIZE - -		- - SIZE - -	
GATE VALVE (BY LINE SIZE)		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
2" FLUSH VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
PRESS. REDUCING VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
AIR RELEASE VALVE		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
FIRE HYDRANT		⊕ EXISTING		⊕ PROPOSED		⊕ PROPOSED	
STRUCTURE		□ EXISTING		□ PROPOSED		□ PROPOSED	
EXISTING CUSTOMER		□ EXISTING		□ PROPOSED		□ PROPOSED	
PLANT SITES		□ EXISTING		□ PROPOSED		□ PROPOSED	
WATER METERS		○ EXISTING		○ PROPOSED		○ PROPOSED	
DRY TAP		DT		DT		DT	
PROPOSED CUSTOMER		■		■		■	
PROPOSED LINE MARKER		—		—		—	
PROPERTY LINE		---		---		---	
CITY LIMITS, COUNTY LINES		---		---		---	
R.O.W. LINES		---		---		---	
RAILROADS							

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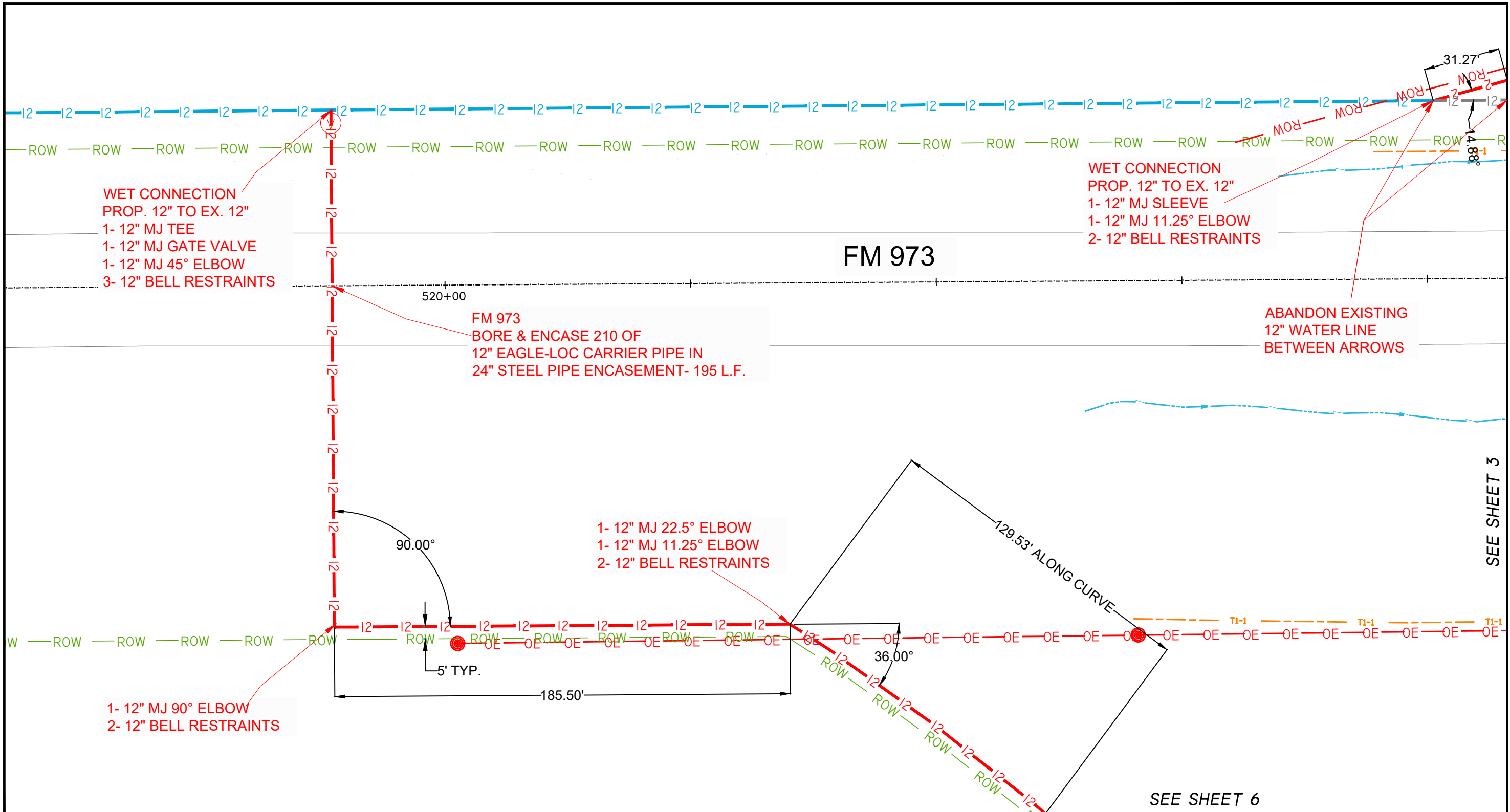
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MANVILLE
WATER SUPPLY CORPORATION
DISTRIBUTION SYSTEM IMPROVEMENTS

PREPARED BY
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

BY: XXX	DWG # CR404PROJECT	SHEET 4 OF 9 SHEETS
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LEGEND:

WATER LINE	EXISTING — SIZE —	PROPOSED - - - SIZE - - -	ABANDONED - - - SIZE - - -
GATE VALVE (BY LINE SIZE)	EXISTING	PROPOSED	PROPOSED
2" FLUSH VALVE	EXISTING	PROPOSED	PROPOSED
PRESS. REDUCING VALVE	EXISTING	PROPOSED	PROPOSED
AIR RELEASE VALVE	EXISTING	PROPOSED	PROPOSED
FIRE HYDRANT	EXISTING	PROPOSED	PROPOSED

STRUCTURE	
EXISTING CUSTOMER	
PROPOSED CUSTOMER	
PROPOSED LINE MARKER	
PROPERTY LINE	
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RAILROADS	

DT	
PROPOSED CUSTOMER	
PROPOSED LINE MARKER	
PROPERTY LINE	
CITY LIMITS, COUNTY LINES	
R.O.W. LINES	
RAILROADS	

SCALE:

20 10 0 20 40

SCALE FEET

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MANVILLE
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BY: MLA	DWG # CR404PROJECT	SHEET 5 OF 9 SHEETS
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SEE SHEET 5

SEE SHEET 4

5' TYP.

280.42' ALONG CURVE

LEGEND:

WATER LINE	EXISTING — SIZE —	PROPOSED - - SIZE - -	ABANDONED - - SIZE - -
GATE VALVE (BY LINE SIZE)	EXISTING	PROPOSED	PROPOSED
2" FLUSH VALVE	EXISTING	PROPOSED	PROPOSED
PRESS. REDUCING VALVE	EXISTING	PROPOSED	PROPOSED
AIR RELEASE VALVE	EXISTING	PROPOSED	PROPOSED
FIRE HYDRANT	EXISTING	PROPOSED	PROPOSED

STRUCTURE		EXISTING		PROPOSED
EXISTING CUSTOMER		EXISTING		PROPOSED
PLANT SITES		EXISTING		PROPOSED
WATER METERS		EXISTING		PROPOSED

DRY TAP		DT
PROPOSED CUSTOMER		
PROPOSED LINE MARKER		
PROPERTY LINE		
CITY LIMITS, COUNTY LINES		
R.O.W. LINES		
RAILROADS		

SCALE:

20 10 0 20 40

SCALE FEET

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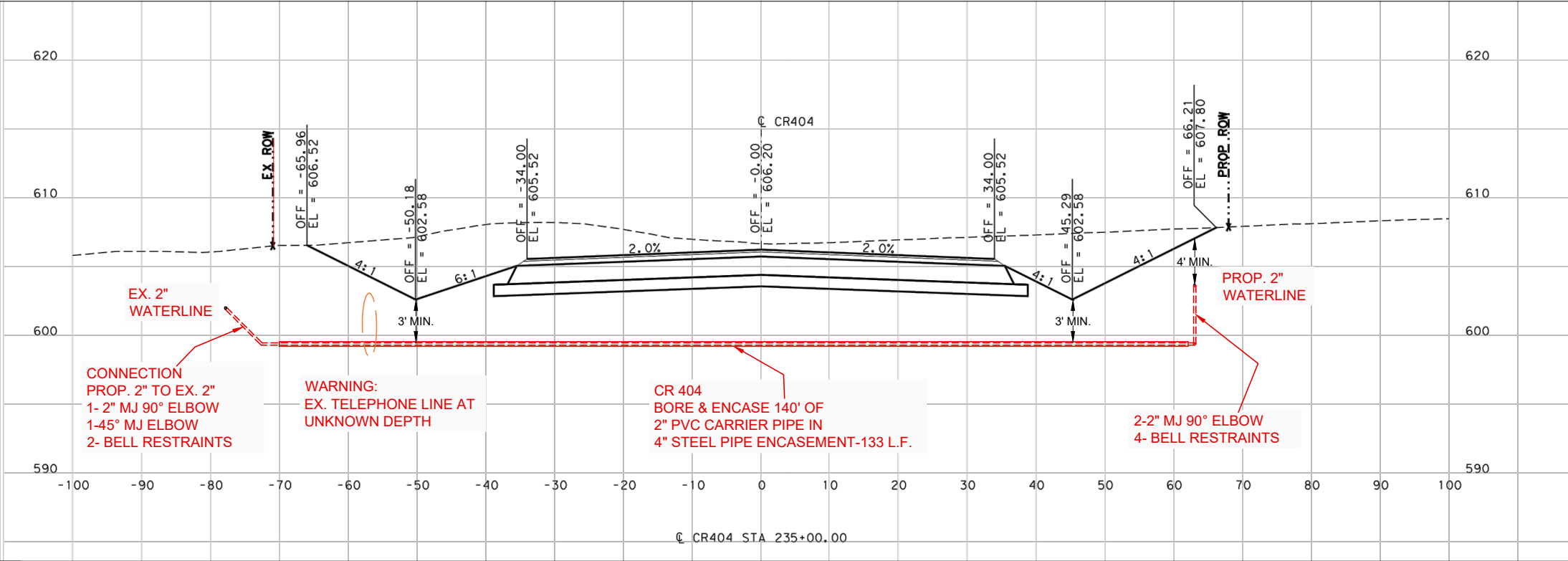
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WATER SUPPLY CORPORATION

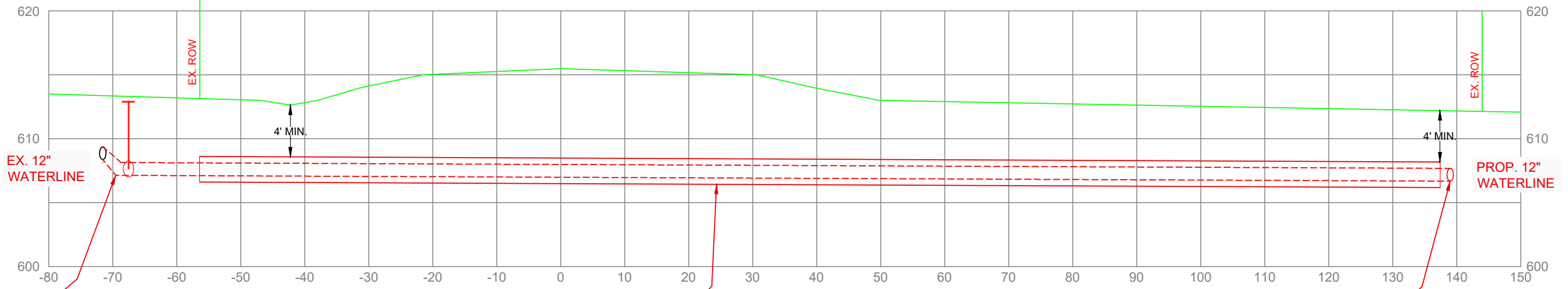
DISTRIBUTION SYSTEM IMPROVEMENTS

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PALESTINE, TEXAS

BY: XXX	DWG # CR404PROJECT	SHEET 6 OF 9 SHEETS
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FM 973
STA. 519+54



WET CONNECTION
PROP. 12" TO EX. 12"
1- 12" MJ TEE
1- 12" MJ GATE VALVE
1- 12" MJ 45° ELBOW
3- 12" BELL RESTRAINTS

FM 973
BORE & ENCASE 210' OF
12" EAGLE-LOC CARRIER PIPE IN
24" STEEL PIPE ENCASEMENT- 195 L.F.



SCALE:

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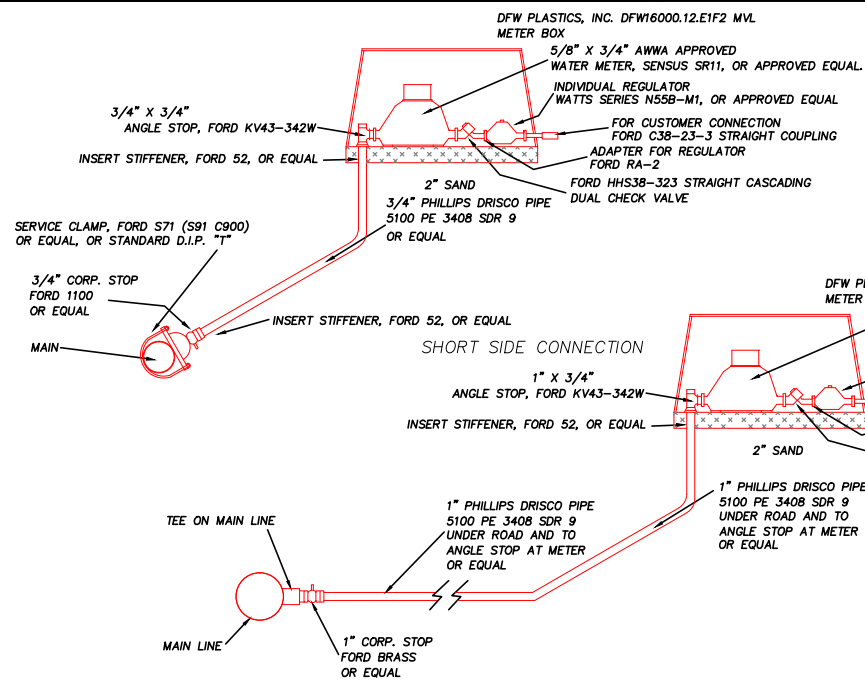
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DESIGNED BY: JFF	DATE: 6-16-22
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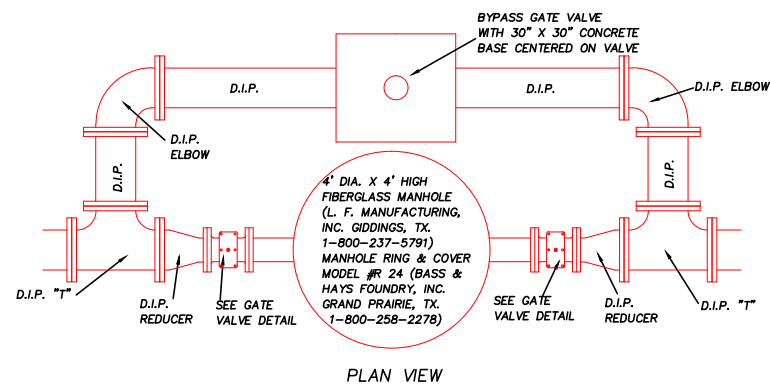
MANVILLE
WATER SUPPLY CORPORATION
DISTRIBUTION SYSTEM IMPROVEMENTS
CROSS SECTIONS

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PALESTINE, TEXAS

BY: XXX	DRAWING NO. CR404XSECT	SHEET 7 OF 9 SHEETS
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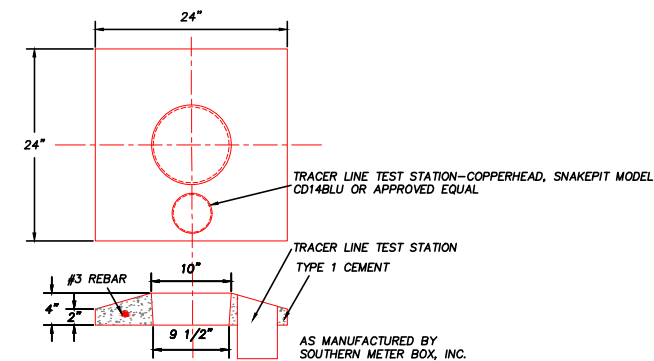
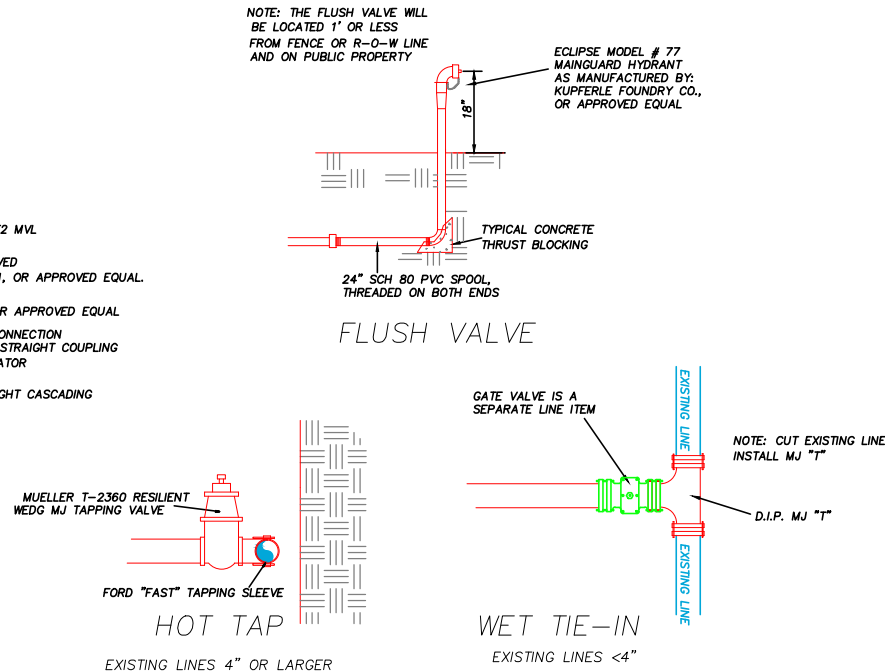


STANDARD WATER METER

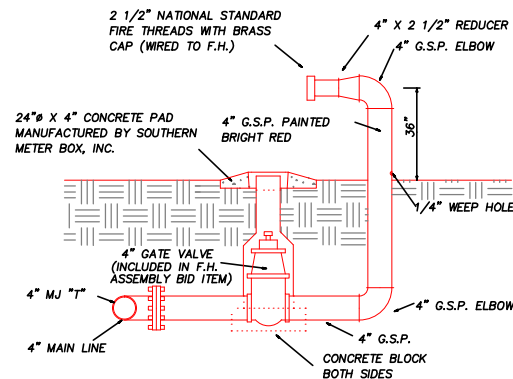
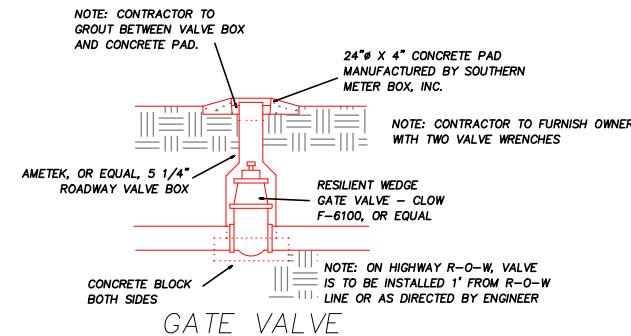


ELEVATION VIEW

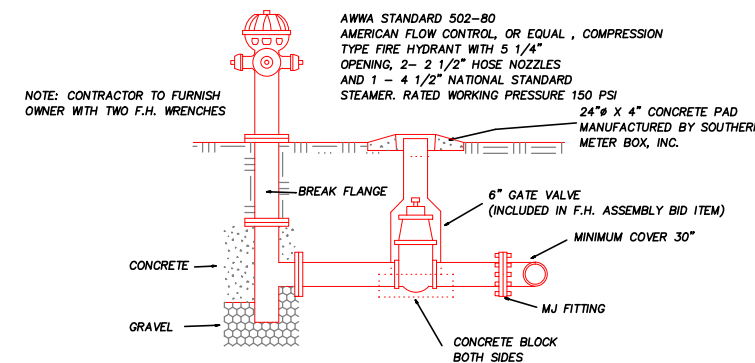
PRESSURE REDUCING VALVE OR MASTER METER



CONCRETE PAD

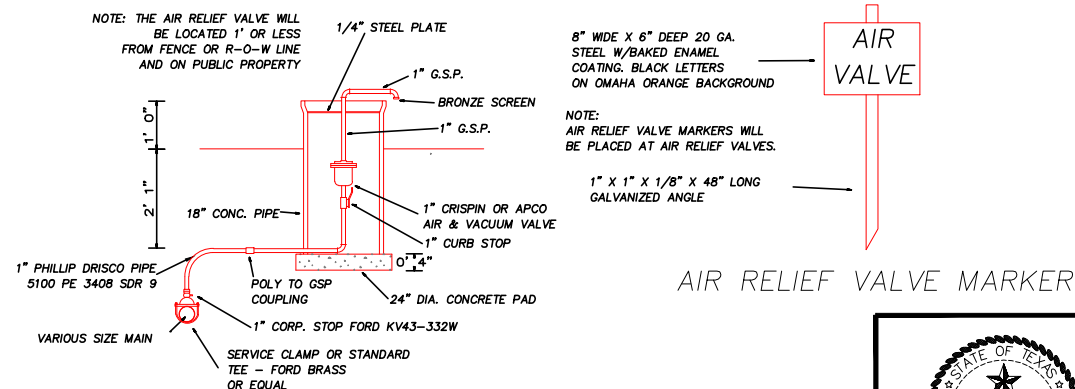


4" FIRE HYDRANT ASSEMBLY

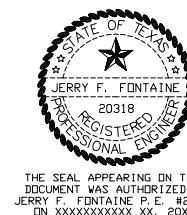


6" FIRE HYDRANT ASSEMBLY

ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RESTRAINING GLANDS.
RESTRAINING GLANDS SHALL BE EBAA IRON MEGALUG OR EQUAL FOR PIPE 3" AND LARGER.
RESTRAINING GLANDS FOR 2" PIPE SHALL BE MIDCO OR EQUAL.



AIR RELIEF VALVE



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JERRY F. FONTAINE P.E. #20318 DN XXXXXXXXXX XX, 20XX.

TPE FIRM REGISTRATION NO. - F-3223

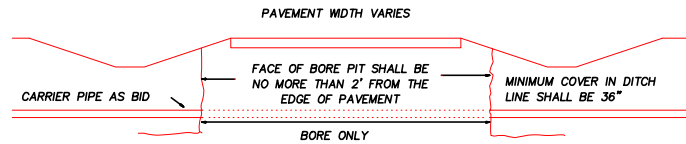
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REVISED: XXXXXXXX

MANVILLE
WATER SUPPLY CORPORATION
DISTRIBUTION SYSTEM IMPROVEMENTS
APPURTENANCE STANDARDS

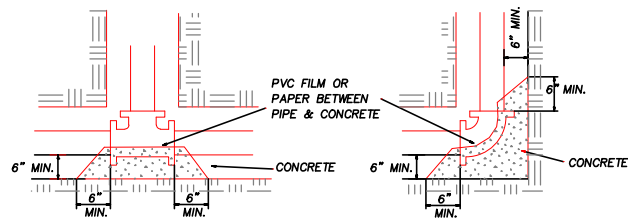
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PALESTINE, TEXAS

BY: MLA DRAWING NO. 003APPSTD SHEET 8 OF 9 SHEETS



NOTE:
ALL TRENCHES OVER 5' IN DEPTH
TO BE SHORED

BORED COUNTY ROAD AND DRIVEWAY CROSSINGS



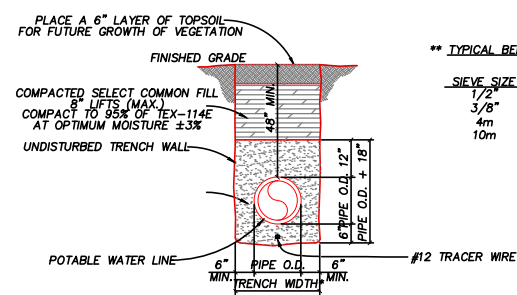
NOTE: ALL PLUGS, CAPS, TEES AND BENDS WILL BE PROVIDED WITH CONCRETE REACTION BACKING CONSTRUCTED OF 2,000 PSI STRENGTH CONCRETE WITH BEARING AREA CALCULATED USING 100 PSI WATER MAIN PRESSURE AND 1,000 LB/FT. SQ. UNDISTURBED SOIL BEARING. 12" PIPE - 11.5 SQ. FT. AREA, 10" - 8 SQ. FT. AREA, 8" - 5 SQ. FT. AREA, 6" AND UNDER 3.2 SQ. FT. AREA. ALL BLOCKING WILL BE LEFT OPEN FOR INSPECTION AND WILL NOT BE COVERED WITHOUT ENGINEER'S APPROVAL

WHEN UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, THE CONTRACTOR SHALL PLACE 2 ROWS OF CONCRETE BLOCKS FROM THE PIPE TO THE UNDISTURBED EARTH AND COVER WITH 12" OF CONCRETE ON TOP AND BOTH SIDES.

PIPE RESTRAINTS, MEGALUG, OR EQUAL, MAY BE USED IN LIEU OF CONCRETE BLOCKING EXCEPT WHERE UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, IN THAT CASE BOTH WILL BE USED.

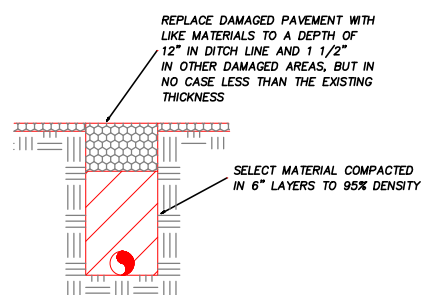
TYPICAL CONCRETE THRUST BLOCKING

*TRENCH WIDTHS
PIPE LESS THAN 20" DIAMETER 20" DIAMETER PIPE AND LARGER
1'-0" + PIPE O.D. 2'-0" + PIPE O.D.



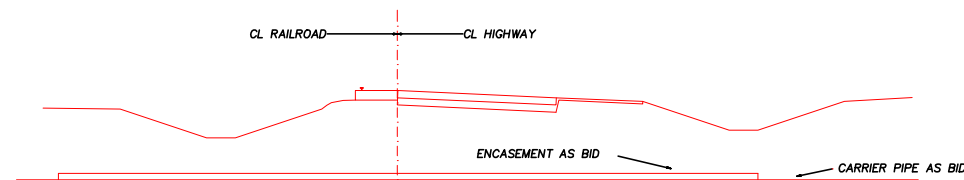
** TYPICAL BEDDING SPECIFICATIONS:

SIEVE SIZE	% RETAINED
3/8"	0
1/2"	0-2
3/8"	40-85
4m	95-100



PIPE INSTALLATION AND BEDDING

DRIVEWAY AND COUNTY ROAD PAVEMENT REPLACEMENT



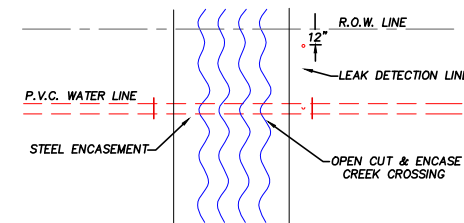
NOTE:
RAILROAD ENCASEMENT WILL EXTEND A MINIMUM OF 25' FROM THE CENTER OF THE RAILROAD OR TO A DISTANCE SHOWN ON THE PLANS

THE TOP OF THE ENCASEMENT SHALL NOT BE LESS THAN 5' BELOW TOP OF RAIL OR 3' BELOW THE DITCH BOTTOM WHICHEVER REQUIRED THE GREATEST DEPTH ALL ENCASEMENT UNDER RAILROADS WILL PLACED BY THE "DRY BORE" METHOD AND NO WATER WILL BE ALLOWED IN THE BORING PROCESS

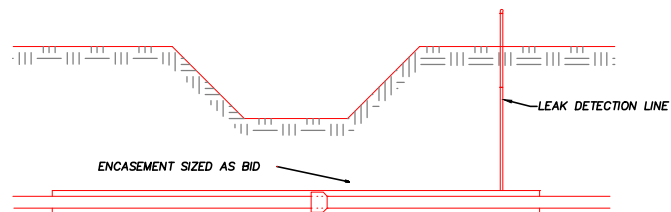
NOTE:
HIGHWAY ENCASEMENT WILL EXTEND TO THE CENTER OF THE ROAD DITCH OR TO A LOCATION GIVEN IN THE APPROVED HIGHWAY PERMITS
THE TOP OF THE ENCASEMENT SHALL NOT BE LESS THAN 3' BELOW THE BOTTOM OF THE DITCH
ALL ENCASEMENT 10" IN DIAMETER AND LARGER WILL BE INSTALLED USING THE "DRY BORE" METHOD AND NO WATER WILL BE ALLOWED IN THE BORING PROCESS
ADVANCE PRODUCTS & SYSTEMS, INC.
CASING SPACERS OR EQUAL, EVERY 20'

NOTE:
ALL TRENCHES OVER 5' IN DEPTH
TO BE SHORED

RAILROAD AND HIGHWAY CROSSINGS



PLAN VIEW

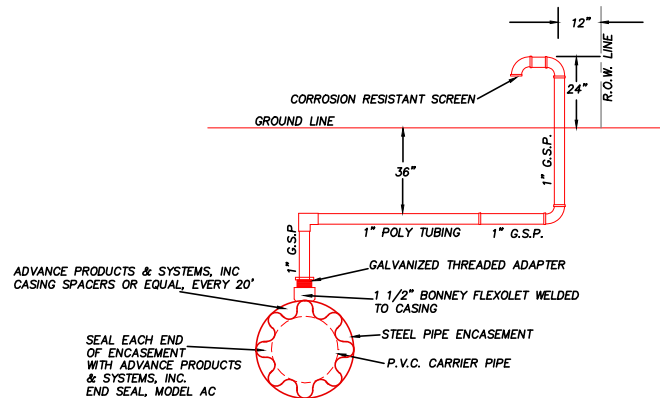


NOTE:

ENCASEMENT IN CREEK BOTTOM WILL HAVE A MINIMUM OF 36" COVER.
ENCASEMENT WILL EXTEND A MINIMUM OF 10' BEYOND THE TOP OF SLOPE ON BOTH SIDES
ENCASEMENT WILL BID AS SEPERATE ITEMS
ENCASEMENT TO BE SOLID WELDED THE ENTIRE CIRCUMFERENCE OF THE PIPE

NOTE:
ALL TRENCHES OVER 5' IN DEPTH
TO BE SHORED

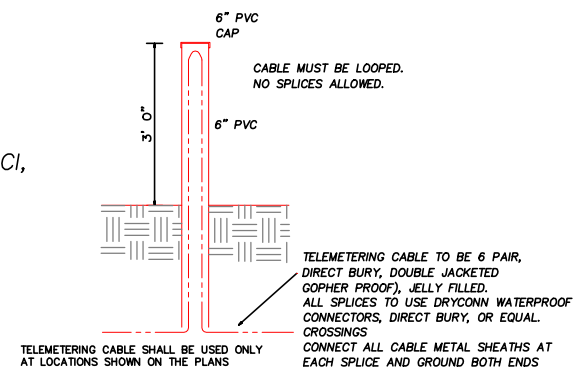
TYPICAL CREEK CROSSINGS



ELEVATION VIEW

CREEK CROSSING LEAK DETECTION INSTALLATION

NOTE: ONLY THOSE ITEMS REQUIRED FOR INSTALLATION
BY THE CONTRACT BID ITEMS AND PLANS ARE APPLICABLE.



TELEMETERING CABLE DETAIL

(TYPICAL EVERY 500 FEET)

INSTALLED 1 FT. FROM PROPERTY LINE

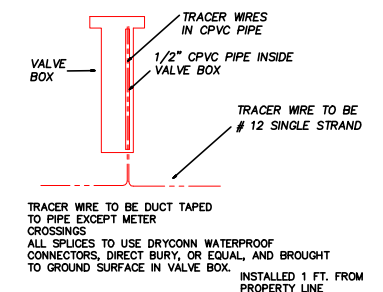
8" WIDE X 6" DEEP 20 GA. STEEL W/BAKED ENAMEL COATING. BLACK LETTERS ON OMAHA ORANGE BACKGROUND

WATER LINE

1" X 1" X 1/8" X 48" LONG GALVANIZED ANGLE

PIPELINE MARKER

NOTE:
PIPELINE MARKERS WILL BE PLACED AT ALL G.V.'S, F.V.'S, P.R.V.'S AND OTHER VALVE LOCATIONS
AT METER CROSSINGS ON SIDE OPPOSITE THE METER, AND OTHER LOCATIONS SHOWN ON THE PLANS.



TRACER WIRE INSTALLATION DETAIL

(TYPICAL EVERY 1000 FEET)

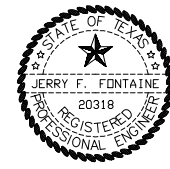
8 3/4" WIDE X 7 3/4" DEEP 20 GA. STEEL W/BAKED ENAMEL COATING. BLACK LETTERS ON OMAHA ORANGE BACKGROUND

VALVE MARKER

1" X 1" X 1/8" X 48" LONG GALVANIZED ANGLE

VALVE MARKER

ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RESTRAINING GLANDS. RESTRAINING GLANDS SHALL BE EBAA IRON MEGALUG OR EQUAL FOR 3" AND LARGER PIPE. RESTRAINING GLANDS FOR 2" PIPE SHALL BE MIDCO OR EQUAL.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JERRY F. FONTAINE P.E., #20318 ON XXXXXXXXXX XX, 20XX.

TBPE FIRM REGISTRATION NO. - F-3223

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE ENGINEER WILL RETAIN OWNERSHIP AND PROPERTY INTEREST THEREIN. THE OWNER MAY MAKE AND RETAIN COPIES FOR INFORMATION AND REFERENCE; HOWEVER, THIS DRAWING SHALL NOT BE REUSED WITHOUT WRITTEN AUTHORIZATION BY THE ENGINEER.

REVISED: 11-6-17

MANVILLE WATER SUPPLY CORPORATION

DISTRIBUTION SYSTEM IMPROVEMENTS PIPING STANDARDS

PREPARED BY
J. F. FONTAINE & ASSOCIATES, INC.
PALESTINE, TEXAS

BY: MLA DRAWING NO. 003PIPESTD SHEET 9 OF 9 SHEETS

CR404 Manville Waterline Relocation Cost Estimate

Cost Estimate Summary	
Description	Cost
Construction Cost	\$522,115.00
Engineering, Inspection, Line Locating	\$56,714.78
Total Cost	\$578,829.78

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615

(512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

ESTIMATE

PROJECT: FM 973 & CR 404 intersection WC Project

PROJECT #: 1143-19

CHARGES ARE AS FOLLOWS:

	Date	COST
Contractor Nelson Lewis Pay Request 1	11/1/2022	\$371,533.50
Contractor Nelson Lewis Pay Request 2 (Change order #1)	2/1/2023	\$98,370.00
Contractor Nelson Lewis Pay Request 3 - Retainage	2/22/2023	\$52,211.50
	Total	\$522,115.00

MWSC is an equal opportunity provider and employer.

BID

Proposal of Nelson Lewis Inc (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Texas doing business as Corporation * to Manville Water Supply Corporation (Hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of FM 973 & CR 404 Intersection in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Each Bid must be submitted in a sealed envelope, addressed to Manville Water Supply Corporation. Each envelope containing a BID must be plainly marked on the outside as BID for FM 973 & CR 404 Intersection the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to P.O. Box 248 Coupland, Texas 78615.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

A BID BOND in the amount of 5 percent of the CONTRACT PRICE must be submitted with Bid form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 150 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive day thereafter as provided in Section 4 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**MANVILLE WATER SUPPLY CORPORATION
FM 973 & CR 404 INTERSECTION**

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Furnish 12" C900 PVC DR 18 Carrier Pipe and all equipment, material, bedding and labor required to install in accordance with the Plans and Specifications <i>One Hundred Fifty</i> DOLLARS AND <i>zero</i> CENTS	L.F.	1,020	\$ <i>150.00</i>	\$ <i>153,000.00</i>
2.	Furnish 12" Eagle-Loc Carrier Pipe and all equipment, material, bedding and labor required to install in accordance with the Plans and Specifications <i>One Hundred Ninety Five</i> DOLLARS AND <i>zero</i> CENTS	L.F.	210	\$ <i>195.00</i>	\$ <i>40,950.00</i>
3.	Furnish 3" 200 PSI SDR 21 P.V.C. Pipe all material, equipment, bedding and labor required to install same in accordance with the Plans and Specifications for a unit price of <i>One Hundred Thirty Six</i> DOLLARS AND <i>zero</i> CENTS	L.F.	10	\$ <i>136.00</i>	\$ <i>1,360.00</i>
4.	Furnish 2" 200 PSI SDR 21 P.V.C. Pipe all material, equipment, bedding and labor required to install same in accordance with the Plans and Specifications for a unit price of <i>Thirty Five</i> DOLLARS AND <i>zero</i> CENTS	L.F.	480	\$ <i>35.00</i>	\$ <i>16,800.00</i>
5.	Furnish all equipment, material and labor required to Dry Bore & Encase 12" Eagle-Loc Pipe with 24" Steel Pipe Encasement in accordance with the Plans and Specification for a unit price of <i>Three Hundred Eighty</i> DOLLARS AND <i>zero</i> CENTS	L.F.	195	\$ <i>380.00</i>	\$ <i>74,100.00</i>
6.	Furnish all equipment, material and labor required to Bore & Encase 2" Carrier Pipe with 4" Steel Pipe Encasement in in according with the Plans and Specification for a unit price of <i>One Hundred Thirty Five</i> DOLLARS AND <i>zero</i> CENTS	L.F.	133	\$ <i>135.00</i>	\$ <i>17,955.00</i>
7.	Furnish 12" MJ gate valve and all equipment, material and labor required to install same on proposed 12" Pipe, in accordance with the Plans and Specifications for a unit price of <i>Fifty Five Hundred</i> DOLLARS AND <i>zero</i> CENTS	EA.	1	\$ <i>5500.00</i>	\$ <i>5,500.00</i>

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
8.	Furnish all equipment, material and labor required to install 3" to existing 12" Hot Tap including gate valve in accordance with the Plans and Specification for a unit price of <u>Eleven Thousand</u> DOLLARS AND <u>zero</u> CENTS	EA.	1	<u>\$11,000.00</u>	<u>\$11,000.00</u>
9.	Furnish all equipment, material and labor required to reconnect existing meters in accordance with the Plans and Specification for a unit price of <u>Two Thousand</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	<u>\$2,000.00</u>	<u>\$4,000.00</u>
10.	Furnish all material, equipment and labor to install 12" MJ Tee in accordance with the Plans and Specifications for a unit price of <u>Twenty-Five Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	<u>\$2,500.00</u>	<u>\$5,000.00</u>
11.	Furnish all material, equipment and labor to install 12" MJ 90° Elbow in accordance with the Plans and Specifications for a unit price of <u>Two Thousand</u> DOLLARS AND <u>zero</u> CENTS	EA.	3	<u>\$2,000.00</u>	<u>\$6,000.00</u>
12.	Furnish all material, equipment and labor to install 12" MJ 45° Elbow in accordance with the Plans and Specifications for a unit price of <u>Eighteen Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	<u>\$1,800.00</u>	<u>\$3,600.00</u>
13.	Furnish all material, equipment and labor to install 12" MJ 22.5° Elbow in accordance with the Plans and Specifications for a unit price of <u>Eighteen Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	<u>\$1,800.00</u>	<u>\$3,600.00</u>
14.	Furnish all material, equipment and labor to install 12" MJ 11.25° Elbow in accordance with the Plans and Specifications for a unit price of <u>Eighteen Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	1	<u>\$1,800.00</u>	<u>\$1,800.00</u>
15.	Furnish all material, equipment and labor to install 12" X 2" MJ Reducer in accordance with the Plans and Specifications for a unit price of <u>Twelve Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	1	<u>\$1,200.00</u>	<u>\$1,200.00</u>

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
16.	Furnish all material, equipment and labor to install 12" Plug in accordance with the Plans and Specifications for a unit price of <u>Six Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	1	\$ <u>900.00</u>	\$ <u>900.00</u>
17.	Furnish all material, equipment and labor to install 12" Bell Restraints in accordance with the Plans and Specifications for a unit price of <u>Eight Hundred Seventy-five</u> DOLLARS AND <u>zero</u> CENTS	EA.	9	\$ <u>875.00</u>	\$ <u>7875.00</u>
18.	Furnish all material, equipment and labor to install 3" MJ 90° Elbow in accordance with the Plans and Specifications for a unit price of <u>Six Hundred Forty-five</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	\$ <u>645.00</u>	\$ <u>1290.00</u>
19.	Furnish all material, equipment and labor to install 2" MJ 90° Elbow in accordance with the Plans and Specifications for a unit price of <u>Six Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	3	\$ <u>600.00</u>	\$ <u>1800.00</u>
20.	Furnish all material, equipment and labor to install 2" MJ 45° Elbow in accordance with the Plans and Specifications for a unit price of <u>Six Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	2	\$ <u>600.00</u>	\$ <u>1200.00</u> <u>180</u>
21.	Furnish all material, equipment and labor to install 2" MJ 22.5° Elbow in accordance with the Plans and Specifications for a unit price of <u>Six Hundred</u> DOLLARS AND <u>zero</u> CENTS	EA.	1	\$ <u>600.00</u>	\$ <u>600.00</u>
22.	Furnish all material, equipment and labor to install 2" Bell Restraints in accordance with the Plans and Specifications for a unit price of <u>One Hundred Eighty-five</u> DOLLARS AND <u>zero</u> CENTS	EA.	11	\$ <u>185.00</u>	\$ <u>2035.00</u>
23.	Furnish all equipment, material and labor required to grout abandoned 12" line with flowable fill in accordance with the Plans and Specification for a unit price of <u>Twenty-five</u> DOLLARS AND <u>zero</u> CENTS	L.F.	1,050	\$ <u>25.00</u>	\$ <u>26250.00</u>

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
-------------	-------------	-----------------	----------	---------------	----------------

24. Furnish all equipment, material and labor required to grout abandoned 4" line with flowable fill in accordance with the Plans and Specification for a unit price of

Twenty-five
DOLLARS AND 00 CENTS L.F. 100 \$ 25.00 \$ 2,500.00

25. Furnish all equipment, material and labor required to grout abandoned 4" line with flowable fill in accordance with the Plans and Specification for a unit price of

Twenty-five
DOLLARS AND 00 CENTS L.F. 900 \$ 25.00 \$ 2,250.00

TOTAL OF BID ITEMS \$ 412,815.00

REMINDER - MANVILLE WSC IS TAX EXEMPT

Respectfully submitted:

Robin Williams 450 FM 1431 East
Signature Address
Marble Falls, TX 78654

Project Estimator/Manager 7-13-22
Title Date

N/A
License Number(if applicable)

NELSON LEWIS, INC.

Underground Utilities and Earthwork

PO BOX 235, MARBLE FALLS, TX 78654
OFFICE: 830.693.8874 FAX: 830.693.5986

CHANGE ORDER

Job #
22012 FM 973 & CR 404 Intersection

Job Name

Date
10/20/2022

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
CR 404 Waterline Relocation					
20	12in DR 18 Carrier Pipe	200	LF	\$195.00 \$	39,000.00
CO1A	Potholing for Existing Lines	1	LS	\$ 1,800.00 \$	1,800.00
CO1B	Remove and Haul Off Existing Waterline	200	LF	\$ 15.00 \$	3,000.00
CO1C	24in Steel Casing by Open Cut	184	LF	\$ 250.00 \$	46,000.00
CO1D	Fittings	1	LS	\$ 14,500.00 \$	14,500.00
CO1E	Tie ins	2	EA	\$2,500.00 \$	5,000.00

TOTAL \$109,300.00

ORIGINAL CONTRACT PRICE	\$412,815.00
AMOUNT OF THIS CHANGE ORDER	\$109,300.00
CONTRACT SUM TO DATE	\$522,115.00

APPROVED:

BY [Signature]

TITLE GM

DATE 2-22-23

APPROVED:

BY: Sasha Herrington

TITLE PM

DATE 10/20/2022

emailed Sasha
RECEIVED

FEB 22 2023

Marville Water Supply

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615

(512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

ESTIMATE

PROJECT: FM 973 & CR 404 intersection WC Proje

PROJECT #: 1143-19

CHARGES ARE AS FOLLOWS:

	Date	COST
Line Locating for Road Widening Project by Contractor 10 hrs x 275	9/1/2022	\$2,750.00
Engineering Services	8/9/2022	\$30,052.94
Engineering Services	2/28/2023	\$13,804.72
Inspections Rice Inspection, Inc	10/31/2022	\$2,737.48
Inspections Rice Inspection, Inc	11/30/2022	\$4,025.28
Inspections Rice Inspection, Inc	2/28/2023	\$109.36
Staff Kick off Meetings - 5/14/21 -7/23/21, 11/10/21, 9/6/22 1 hr ea x 60 hr x 2		\$480.00
Action Plan -Notices issued to customers 2 times 3 hours each = 6 hours x 60 hr		\$360.00
Flushing Loss 120,000 gallons @ 5.00 per 1000		\$600.00
Bac-T Samples (2) Labor/Material \$110 x 2		\$220.00
As Built GIS data collections 1 tech - 8 hrs x 60 hr		\$480.00
Attorney Review Fee 1 hour at \$395.00		\$395.00
Administrative Fee-20 hours x \$35.00 per hr. (Services to included all paperwork processing, phone discussions, billing etc.)		\$700.00
	Total	\$56,714.78

MWSC is an equal opportunity provider and employer.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/20/2022

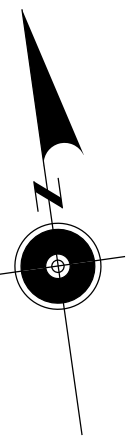
Estimated Completion Date: 02/28/2023

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.
- ☒ Eligibility Ratio Calculation attached

	Eligibility Ratio Calculations						
Sheet #	Description	LF Eligible	LF Ineligible	Unit Cost	Eligibility	Cost*	Cost Reimbursable
	3" WL	0	134	\$122.00	0.00%	\$16,348.00	\$0.00
	4" WL	0	53	\$122.00	0.00%	\$6,466.00	\$0.00
	Change order					\$109,300.00	\$109,300.00
	12"	612	184	\$340.00	76.88%	\$270,640.00	\$208,080.00
Total						\$402,754.00	\$317,380.00
Total Eligibility							78.80%
*Costs do not represent actual project cost. Costs use historic unit costs strictly for calculation of eligibility							
*Per discussion with the County, change order would be reimbursed at 100%							



 PROPOSED ROW
 EXISTING ROW
 PROPOSED ROADWAY

WATER:

W3-2	W3-2	MANVILLE	2"
W3-3	W3-3-D	MANVILLE	3"
W3-4	W3-4-D	MANVILLE	12"

QUALITY LEVELS

Quality Level 'D'- Existing Records. Utilities are plotted from review of available records.

Quality Level 'C'- Surface Visible Feature Survey. Quality Level 'D' information from existing records is correlated with surveyed surface-visible features.

Quality Level 'B'- Designate. Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.



505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

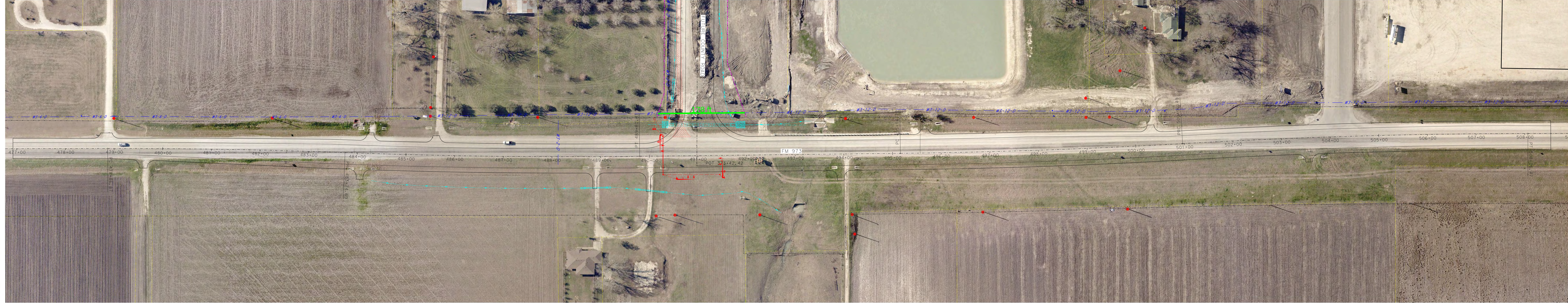
CR 404/FM 973
MANVILLE EXHIBIT

DESIGN BY: BK
DRAWN BY: BK
CHECKED BY: EK
APPROVED BY: AB
PROJECT NO: 1903-099-07
DATE: 8/27/2024

SCALE:
HORIZONTAL: 1"=50'

SHEET: OF

9/17/2024 8:31:09 AM G:\CFA\2014\0308501\Williamson\County\Road\EXHIBITS\20240916-Manville\leRequest\FCR*IC-Manville\le*BP-4 FM 973 to CR 404.dgn



SEE SHEET 3

050'100'
SCALE: 1"=50'

LEGEND

PROPOSED ROW

EXISTING ROW

PROPOSED ROADWAY

EXISTING ROADWAY

PROPOSED DRAINAGE

PROPERTY LINES

PROPOSED FENCE

ROADWAY REMOVAL

LVL B

LVL C/D

WATER:

MANVILLE 2"

MANVILLE 12"

QUALITY LEVELS
Quality Level "D"- Existing Records: Utilities are plotted from review of available records.
Quality Level "C"- Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.
Quality Level "B"- Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.

CobbFendley
TBPELS Firm Registration No. F-274

505 East Huntland Drive, Suite 100
Austin, Texas 78752
512.834.9798 | fax 512.832.7727 | www.cobbhendley.com

FUTURE COUNTY ROAD
CR 404 TO FM 973
MANVILLE WATER
SUE REQUEST EXHIBIT

DESIGN BY: BH	SCALE: HORIZONTAL: 1"=50'
DRAWN BY: BH	
CHECKED BY: EK	
APPROVED BY: AB	
PROJECT NO: 1903-099-07	
DATE: 9/17/2024	SHEET: 4 OF 4

CONFLICT DESCRIPTION (UTILITY TRACKER ID #)
*REFER TO UTILITY TRACKER

Attachment D

Betterment Calculation and Estimates

☒ Betterment does not exist in this agreement.

☐ Betterment Calculation attached.

Attachment E
Proof of Property Interest

WATER LINE EASEMENT

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

Larry Gene Hamann ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **Manville Water Supply Corporation**, a Texas Non-Profit Corporation ("Grantee"), a perpetual and exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract")

Grantor also grants Grantee a temporary workspace easement which shall not exceed fifteen (15) feet in width, running the entire length of and parallel to the Easement Tract herein granted as a permanent easement. The temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal repair and laying of the pipelines or additional pipelines is taking place; and, except when said activities are being undertaken from time to time, the temporary workspace easement shall revert to and be under the sole ownership and control of Grantor.

In the event the Easement Tract hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of Grantee's water line or lines or other infrastructure as installed, Grantor further grants to Grantee an additional easement over and across Grantors land as a substitute Easement Tract for the purpose of laterally relocating said water line or lines, or other infrastructure as necessary to clear the road improvements. A substitute Easement Tract granted as herein described shall be limited to a strip of land twenty (20) feet in width and running along and adjacent to the property line fronting the public road as the same may be relocated or widened. Grantor also grants Grantee a temporary workspace easement of fifteen (15) feet along the substitute Easement Tract, on the same terms and conditions as herein stated for the original temporary workspace easement.

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the "Facilities"), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee's subsurface use but shall keep the easement tract free and clear of buildings, landscaping, trees, fences or walls, commercial signage, and entry-way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor's expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee's permission and approval prior to the start of construction of improvements.

In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or contractors, within the easement, Grantee shall be responsible

to restore the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns. This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this 13 day of August, 2020

Larry Gene Hamann
Signature

GRANTOR(S)

Larry Gene Hamann
Printed Name

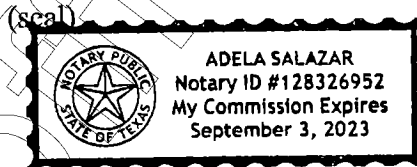
Signature

Printed Name

THE STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was acknowledged before me on August 13, 2020, and personally appeared Larry Gene Hamann and _____.



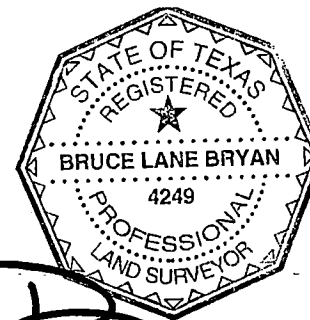
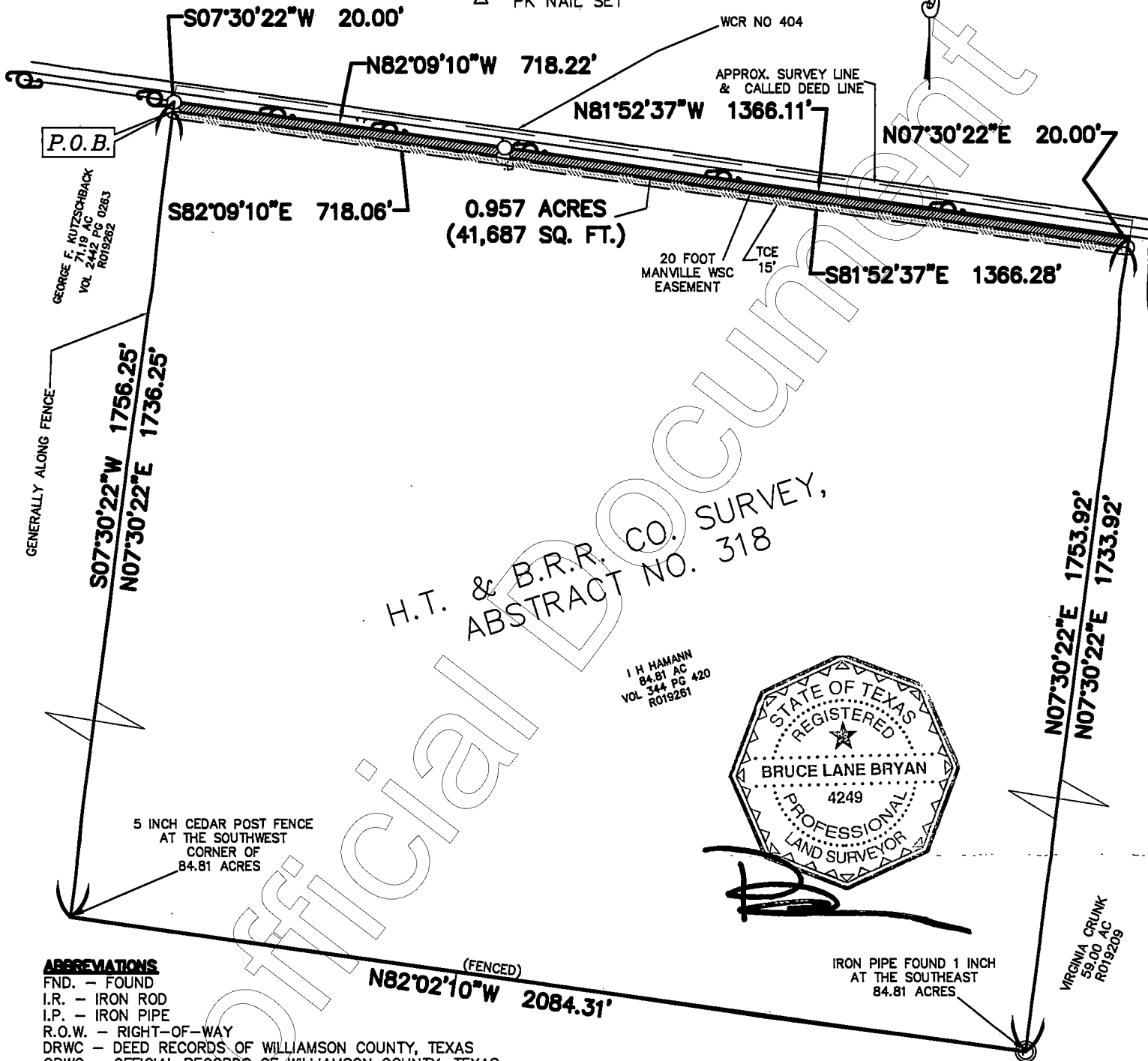
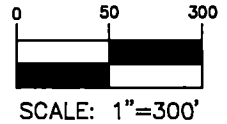
af
Notary Public Signature

EXHIBIT "A"

THOMAS B. LEE SURVEY,
ABSTRACT NO. 800

Legend:

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD SET (CAPPED ESMT)
- ⊗ WATER VALVE
- ⊕ POWER POLE
- △ PK NAIL SET

**ABBREVIATIONS**

FND. - FOUND
 I.R. - IRON ROD
 I.P. - IRON PIPE
 R.O.W. - RIGHT-OF-WAY
 DRWC - DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 ORWC - OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 OPRWC - OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 WD - WARRANTY DEED
 GWD - GENERAL WARRANTY DEED
 SWD - SPECIAL WARRANTY DEED
 W/VL - DEED WITH VENDOR'S LIEN
 WCR - WILLIAMSON COUNTY ROAD

THE BEARINGS SHOWN HEREON ARE
 ORIENTED TO THE TEXAS STATE PLANE
 COORDINATE SYSTEM, CENTRAL ZONE,
 NAD 83, 93 ADJUSTMENT; DISTANCES
 ARE GRID VALUES.

TO: MANVILLE WATER SUPPLY
 13805 SOUTH HWY 95 COUPLAND TX 78615
PROJ. NO. 20-630
AUGUST 10, 2020

LARRY HAMANN
R019261
2650 CR 404
TAYLOR TEXAS 75754

BRYAN TECHNICAL SERVICES, INC.
 P. O. BOX 1371
 TAYLOR, TEXAS 76574
 512-352-9090
 WWW.BRYANTECHNICALSERVICES.COM
 Firm No. 10128500

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF WILLIAMSON

AUGUST 10, 2020

20-FOOT-WIDE MANVILLE WSC EASEMENT **0.957 ACRE**

These notes describe that certain tract of land located in the **H.T. & B.R.R. CO. SURVEY, ABSTRACT NO. 318**, situated in Williamson County, Texas; subject tract being over and across a called "84.81 Acres" conveyed in a Cause #4036-In Probate Annie Lettermann, guardian of the estates of Anna Marie Lettermann and Caroline Louise Lettermann minors to I H Hamann of Williamson County, dated 8-28-1947 and recorded in Volume 344 Page 420 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of August, 2020 and being more fully described as follows:

BEGINNING at a 1/2" Iron rod set (yellow cap stamped "ESMT") at the occupied west line of the I H Hamann 84.81 acres record in Volume 344 Page 420, same being the apparent East Line Of A Called "71.19 Acres" as recorded in Volume 2442, Page 263 Official Records of Williamson County (ORWC) a 5" cedar post for reference found at the occupied SWC of said "84.81 Acres bears South 07° 30' 22" West a distance of 1736.25 feet;

THENCE South 82° 09' 10" East with the south line of subject, a distance of **718.06 feet** over and across said "84.81 acres", to a 1/2" Iron rod set (yellow cap stamped "ESMT")

THENCE South 81° 52' 37" East, over and across said "84.81 Acres", a distance of **1366.28 feet** to a 1/2" Iron rod set (yellow cap stamped "ESMT") in the apparent common line of said 84.41 Acres and a called "59.00 Acres" as recorded in Instrument #2017012204 OPRWC; a 1" Iron pipe found at the apparent Southeast corner of said "84.81 Acres" bears South 81° 52' 37" West a distance of 1733.92 feet;

THENCE North 07° 30' 22" East with the Apparent common line "84.59 Acres" and said "59.00 Acres", a distance of **20.00 feet** to a "PK Nail set in 10" Creosote Post") in or near the South Maintenance line of Williamson County Road No. 404

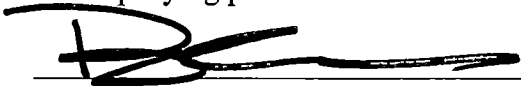
THENCE in or near the South maintenance line of WCR No. 404, over and across said "84.81 Acres",

1. North 81° 52' 37" West a distance of **1366.11 feet** to a 1/2" Iron rod set (yellow cap stamped "ESMT")

2. **North 82° 09' 10" West** a distance of **718.22 feet** to a 1/2" Iron rod set (yellow cap stamped "ESMT") at the Northwest corner of subject tract, same being in the aforementioned common line of said "84.81 Acres" and "71.19 Acres"

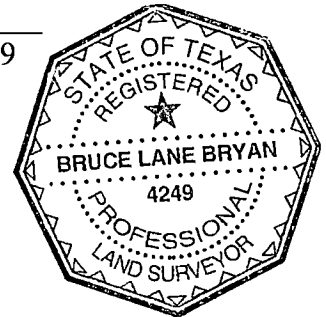
THENCE South 07° 30' 22" West with said common line of "84.81 Acres" and "71.19 Acres" a distance of **20.00 feet** the **PLACE OF BEGINNING** containing according to the dimensions herein stated an area of **0.957 Acre** of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values. Attention is invited to accompanying plat for further information.


Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

Bryan technical Services, Inc.
TBPLS Firm No. 10128500
Bryantechnicalservices.com



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020099181

ESMT Fee: \$37.00
08/25/2020 09:28 AM OSALINAS



Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

②
E
MANVILLE WATER SUPPLY CORP
PO BOX 248
COUPLAND, TX 78615

Form FmHA-Tx 442-9
(Rev. 7-85)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Henry Ray Fritz and Leona Fritz, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corp., (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 160 acres of land, more particularly described in instrument recorded in Vol. 340, Page 109, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 8th day of Dec., 19 88.

Henry Ray Fritz
Leona Fritz
HENRY RAY FRITZ
LEONA FRITZ

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Henry Ray Fritz and Leona Fritz known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 8th day of December, 19 88.

(Seal)

La Verne Rohlack
Notary Public in and for

Williamson County, Texas

OFFICIAL RECORDS
TY T

LAVERNE ROHLACK

Return To:

VERNON PFLUGER
Attorney At Law
103 12TH STREET, SUITE 205
PFLUGERVILLE, TEXAS 78060

(w)

Good

FILED FOR RECORD
WILLIAMSON COUNTY, TX

1989 APR -3 AM 10: 41

James H. Boylston
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED, in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

APR 4 1989



James H. Boylston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

INDEXED

8765

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Jonathan E. & Sharon K. Fritz, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corp., (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 149.15 acres of land, more particularly described in instrument recorded in Vol. 830, Page 705, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 7th day of December, 19 88.

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jonathan and Sharon Fritz known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE seventh day of December, 19 88.

(Seal)

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

Billye Sanders
BILLYE SANDERS Notary Public in and for
Williamson County, Texas
my term expires 4-22-89

Return To :

VERNON PFLUGER
Attorney At Law
103 12TH STREET, SUITE 205
PFLUGERVILLE, TEXAS 78660

(u)

br
100
ad.
J.

FILED FOR RECORD
WILLIAMSON COUNTY, TX

1989 APR -3 AM 10: 41

James H. Boylston
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this Instrument was FILED
on the date and at the time stamped hereon
by me; and was duly RECORDED, in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

APR 4 1989



James H. Boylston
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

INDEXED

8766

Form FmHA-Tx-442-9
(Rev 4-77)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration
RIGHT OF WAY EASEMENT (General Type Easement)

9846

KNOW ALL MEN BY THESE PRESENTS, that Tony O Michalik, a single man (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Co. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a Water Pipeline over and across 75 acres of land, more particularly described in instrument recorded in Vol. 440, Page 575, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 25th day of June, 19 82.

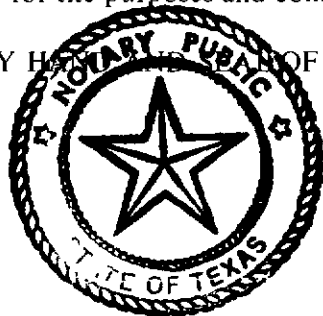
Tony O Michalik
TONY O. MICHALIK

ACKNOWLEDGEMENT

STATE OF Texas 0
COUNTY OF Williamson 0

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Tony O Michalik known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th DAY OF June 19 82



Katy W. Safarik
Notary Public In and For

Williamson County, Texas

KATY W. SAFARIK

THE STATE OF TEXAS

County of Williamson }

I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on the 27th day of June A.D. 1983, at 9:45 o'clock A. M., and duly recorded this the 28th day of June A.D. 1983, at 2:25 o'clock P. M., in the _____

Deed

Records of said County, in Vol. 925 pp 678

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By

James N. Boydston
Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

9846

M

W

FILED FOR RECORD

at 9:45 o'clock A. M.

JUN 27 1983

28
2:25

JAMES N. BOYDSTON

Clerk County Court, Williamson Co., Texas

James N. Boydston

Return to:
3043 3-00

925
678

VERNON M. PFLUGER
ATTORNEY AT LAW
1809 GUADALUPE STREET
AUSTIN, TEXAS 78701

Form FmHA-Tx-442-9
(Rev 4-77)UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration
RIGHT OF WAY EASEMENT (General Type Easement)

98411

KNOW ALL MEN BY THESE PRESENTS, that CRAIG T. GRACE ET UX, BEVERLY ANN GRACE (hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corporation (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a Water Pipeline over and across 0.35 acres of land, more particularly described in instrument recorded in Vol 671, Page 871, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipeline as installed

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 2nd day of July, 19 82.

Craig T. Grace
Beverly Ann Grace

CRAIG T. GRACE

BEVERLY ANN GRACE

ACKNOWLEDGEMENT

STATE OF Texas 0
COUNTY OF Williamson 0

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Beverly Ann + Craig T. Grace known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY SEAL AND SEAL OF OFFICE THIS THE 2nd DAY OF July, 19 82



Notary Public In and For

Katy W. Safarik

Williamson

County, Texas

KATY W. SAFARIK

THE STATE OF TEXAS

County of Williamson

I, James N. Boydston, Clerk of the County Court of said County, do hereby cer-

tify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on

the 27th day of June A.D. 19 83, at 9:45 o'clock A. M., and duly recorded this

the 28th day of June A.D. 19 83, at 2:00 o'clock P. M., in the

Deed

Records of said County, in Vol. 925 pp 673

WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written.

By

James N. Boydston
Deputy

JAMES N. BOYDSTON, CLERK,
County Court, Williamson County, Texas

9841

M

FILED FOR RECORD

at 9:45 o'clock A. M.

JUN 27 1983

23
2:00

JAMES N. BOYDSTON

Clerk County Court, Williamson County, Texas

By *James N. Boydston*
Deputy

915
1673

Return to:
(31) \$3.00

VERNON M. PELUGER
ATTORNEY AT LAW
1509 GUADALUPE STREET
AUSTIN, TEXAS 78701

33860

RIGHT OF WAY EASEMENT
(General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that Howard E. Teichelman,
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other
good and valuable consideration paid by MANville Water Supply Corp.,
(hereinafter called "Grantee"), the receipt and sufficiency of which is hereby ac-
knowledgeed, does hereby grant, bargain, sell, transfer, and convey to said Grantee,
its successors, and assigns, a perpetual easement with the right to erect, construct,
install and lay and thereafter use, operate, inspect, repair, maintain, replace, and
remove water distribution lines and appurtenances over and across 1.00 acres
of land, more particularly described in instrument recorded in Vol. 602 Page 34,
Deed Records, Williamson County, Texas, together with the right of ingress
and egress over Grantors' adjacent lands for the purpose for which the above mentioned
rights are granted. The easement hereby granted shall not exceed 15' in width, and
Grantee is hereby authorized to designate the course of the easement herein conveyed
except that when the pipe line(s) is installed, the easement herein granted shall be
limited to a strip of land 15' in width the center line thereof being the pipe line
as installed.

The consideration recited herein shall constitute payment in full for all damages
sustained by Grantors by reason of the installation of the structures referred to here-
in and the Grantee will maintain such easement in a state of good repair and efficiency
so that no unreasonable damages will result from its use to Grantors' premises. This
Agreement together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors, and assigns. The
Grantors covenant that they are the owners of the above described lands and that said
lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial
assistance. This easement is subject to the provisions of Title VI of the Civil Rights
Act of 1964 and the regulations issued pursuant thereto for so long as the easement
continues to be used for the same or similar purpose for which financial assistance
was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____
19 _____ day of September, 19 91.

Howard E. Teichelman

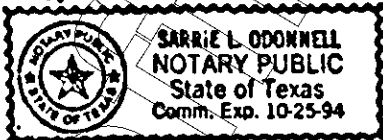
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on
this day personally appeared Howard E. Teichelman Jr.
known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing
instrument, and acknowledged to me that he (she) (they) executed the same for the pur-
poses and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE Nineteenth day
of Sept, 19 91.

(Seal)



Spencer L. O'Donnell
Notary Public in and for
Williamson County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY, TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1991 NOV -7 PM 2:02

Alaine Biggell
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County, Texas, as stamped hereon by me, on

NOV. 7 1991



Alaine Biggell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

33860

500 pag
②

Unofficial Document

RIGHT OF WAY EASEMENT
(General Type Easement)

33861

KNOW ALL MEN BY THESE PRESENTS, that ALLEN J. URBANEK & MARY ANN URBANEK (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by MANVILLE WATER SUPPLY CORP., (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 50 acres of land, more particularly described in instrument recorded in Vol. 1842, Page 237, Deed Records, WILLIAMSON County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this _____

25th day of Sept, 19 71.

Allen J. Urbanek

Mary Ann Urbanek

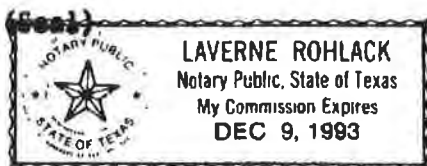
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ALLEN J. URBANEK & MARY ANN URBANEK known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25th day of SEPT, 19 71.



Laverne Rohlack

Notary Public in and for

WILLIAMSON County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

FILED FOR RECORD
WILLIAMSON COUNTY, TX.

1991 NOV -7 PM 2:02

Alaine Biggell
COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON
I hereby certify that this instrument was FILED
on the date and at the time stamped hereon
by me, and was duly RECORDED in the Volume
and Page of the named RECORDS of Williamson
County Texas, as stamped hereon by me, on

NOV 7 1991



Alaine Biggell
COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

500 pp
⑤

REC-7-1991

33861

Attachment F

Wilco – U-80A – Joint Use Agreement

NOT APPLICABLE