



Brazos River Authority



QUALITY • CONSERVATION • SERVICE

LETTER OF AGREEMENT

This Letter of Agreement ("Agreement") is entered into this ____ day of _____, 2025 ("Effective Date") by and between the **Brazos River Authority** ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710, and **Williamson County, Texas**, with a mailing address of 3151 SE Inner Loop Georgetown, TX 78626.

WHEREAS, Williamson County, Texas is installing a bridge replacement near Dry Berry Creek on County Road 143 in Williamson County, Texas;

WHEREAS, BRA owns and operates the Williamson County Regional Raw Waterline ("WCRRWL"), a 48" pipeline to transport water from Stillhouse Hollow Lake to Lake Georgetown;

WHEREAS, as part of the installation of the new bridge, the path of the installation of the new bridge abutment rip rap protection would cover the WCRRWL on County Road 143 in Williamson County, Texas; and

WHEREAS, Williamson County, Texas has requested, and BRA has agreed to grant the request subject to the terms and provisions contained herein, to install the new bridge across the WCRRWL.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Williamson County, Texas shall physically confirm the line and grade of the WCRRWL pipeline prior to initiating any construction activity.
2. Williamson County, Texas will notify the BRA's representative Colton Adkins at 254-307-9836 or his designee at least 48 hours (normal business hours) prior to any construction near the WCRRWL pipeline and provide the BRA with contact information so that the BRA can have a representative present during any construction activity.
3. The new bridge abutment rip rap protection shall be installed above the WCRRWL pipeline. The new bridge abutment rip rap protection shall maintain a vertical minimum clearance of twelve (12) inches between the bottom of the rip rap and the top of the WCRRWL pipeline. Existing blow off valve stems, manholes, and all other associated BRA improvements requiring surface access shall be extended in accordance with project plans and specifications.
4. Williamson County, Texas shall grout all voids in the boring for 10' on either side of the centerline of the WCRRWL, if applicable. If the proposed construction disturbs the WCRRWL pipeline's existing backfill, Williamson County, Texas will restore it back to its pre-construction condition.
5. Design and construction of the new bridge shall comply with all appropriate Texas Commission on Environmental Quality ("TCEQ") and other applicable regulatory rules and regulations.
6. Williamson County, Texas shall not place spoil piles greater than five (5) feet in height over the WCRRWL pipeline and shall limit heavy construction loads over the WCRRWL pipeline. Spoil shall be moved off the WCRRWL pipeline.
7. Within 90 days of construction completion, Williamson County, Texas shall provide coordinates tied to the Texas State Plane Coordinate System for each crossing by the proposed new conduit.

8. Within 90 days of construction completion, Williamson County, Texas' contractor shall provide BRA with a certification of the type of new bridge, the depth of the new bridge and that the required clearances in Paragraph 4 were maintained.

9. All proposed utility crossings shall be clearly marked with permanent surface markers at both edges of the easement. The markers shall be color coded in accordance with the American Public Works Association Uniform Color Code, identify the type of utility (gas, water, electric, telephone, etc.), and provide the owner's name and emergency contact information at a minimum.

10. Williamson County, Texas shall return all disturbed areas within the easement to original grades, elevations and vegetated conditions.

11. WILLIAMSON COUNTY, TEXAS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE WCRRWL PIPELINE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WILLIAMSON COUNTY, TEXAS OR ITS CONTRACTORS, AND SHALL SAVE, HOLD HARMLESS, DEFEND, AND INDEMNIFY THE BRA, FROM ANY AND ALL ACTIONS, LIABILITIES, LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF ANY NEGLIGENT ACT, ERROR OR OMISSION BY WILLIAMSON COUNTY, TEXAS, ITS AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS, AND/OR ON ACCOUNT OF ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGE, OR CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, AND BY WHOMSOEVER MADE, IN CONNECTION WITH, RESULTING FROM OR ARISING OUT OF WILLIAMSON COUNTY, TEXAS' ACTIVITIES.

12. All improvements placed upon and across the easement are done so at the sole risk and responsibility of Williamson County, Texas and their assigns.

13. It is expressly understood that BRA does not purport, hereby, to grant any right, claim, title or easement in or upon the right of way.

14. Williamson County, Texas or their contractor shall not hold BRA responsible for any construction delays.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: _____

DAVID COLLINSWORTH

Title: **GENERAL MANAGER / CEO**

Date: _____

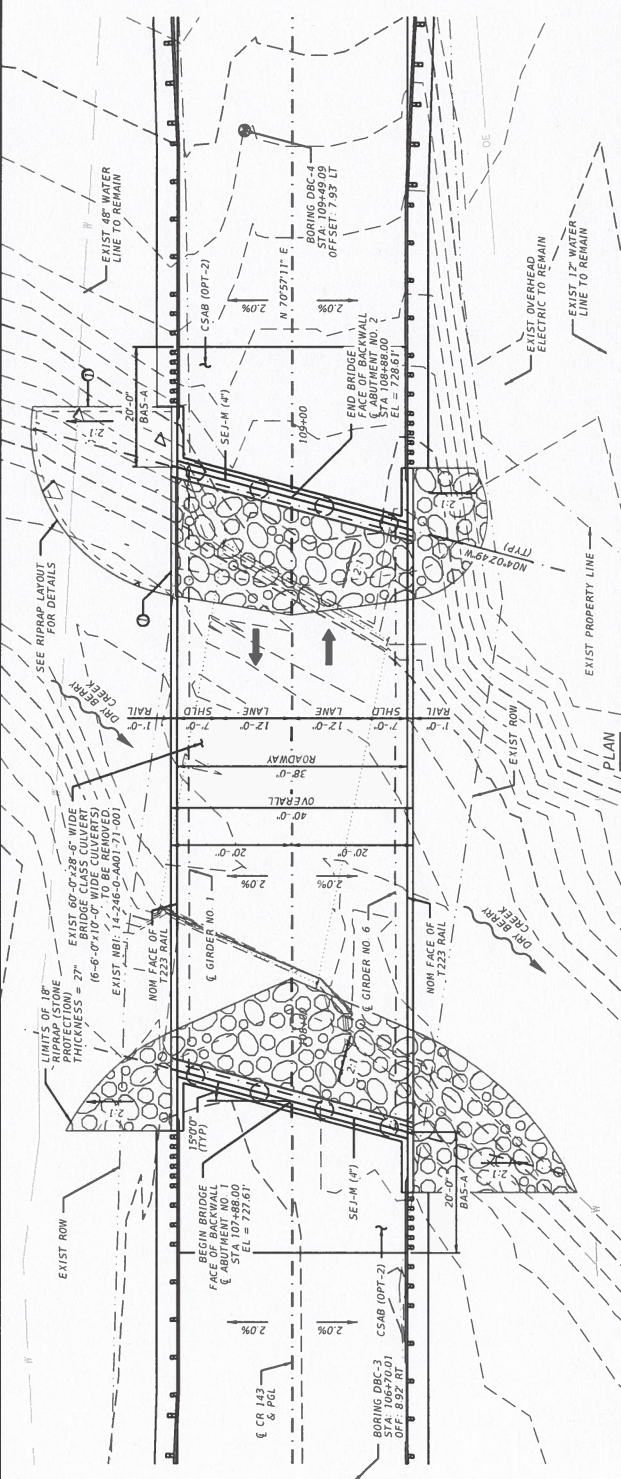
9/4/2025

WILLIAMSON COUNTY, TEXAS

By: _____

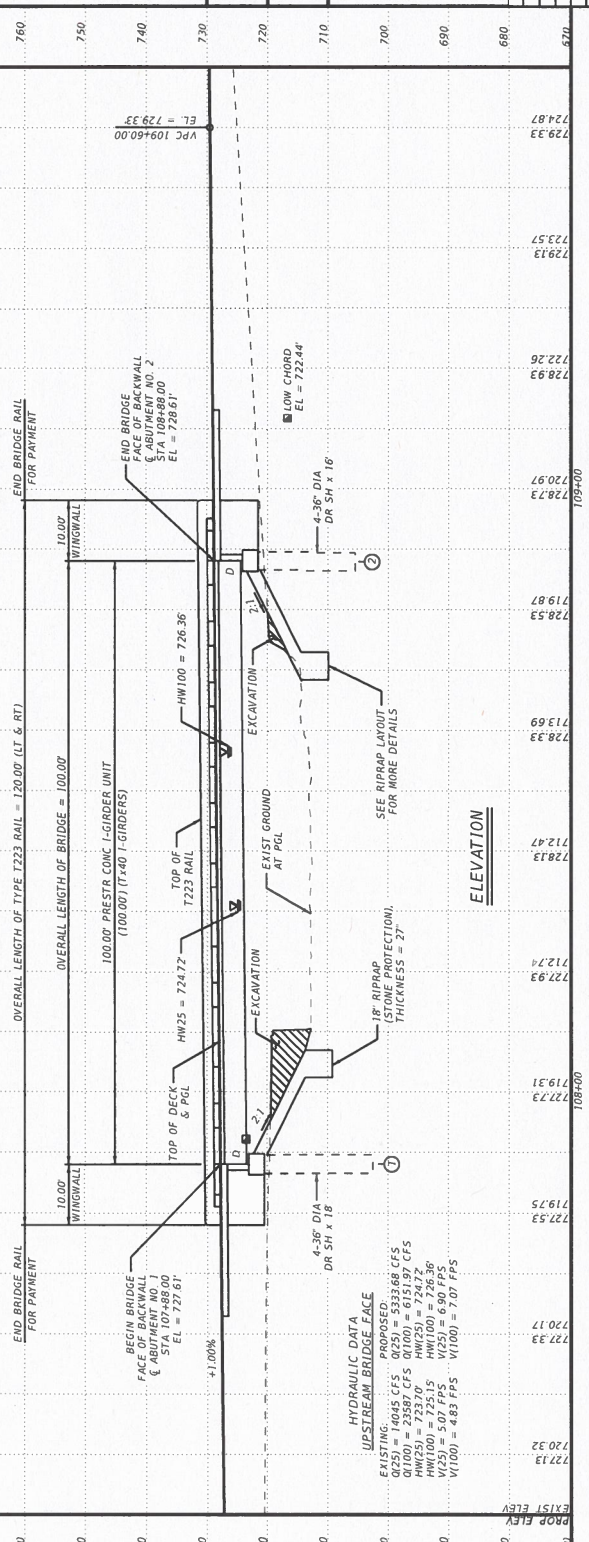
Title: _____

Date: _____



- GENERAL NOTES:**
- DESIGNED ACCORDING TO AASHTO BRIDGE DESIGN SPECIFICATIONS 9TH EDITION AND NOT BRIDGE DESIGN MANUAL (SEP 2020).
 - ALL DIMENSIONS ARE HORIZONTAL AND MUST BE CORRECTED FOR GRADE AND CROSS SLOPE.
 - LOCATIONS OF ALL STRUCTURES AND UTILITIES PRIOR TO ORDERING MATERIALS AND NOTIFY ENGINEER IN WRITING OF ANY CONFLICTS OR DISCREPANCIES.
 - CONCRETE SHALL BE SET FOR ADDITIONAL BORING INFORMATION.
 - BEARING CONDITIONS:
- ① D = DOWEL BLANK = NO DOWEL
- CONCRETE RIPRAP SHALL HAVE A WALL EXTENSION ON BOTH SIDES THAT WORKS TO PROTECT THE RIPRAP FROM EROSION UNDER CONCRETE RIPRAP.
- DESIGN SPEED: 60 MPH
 EXIST ADT: 694 VPD (2020)
 PROP ADT: 164 VPD (2043) LOCAL
 EXIST NBI: 14-246-0-A01-71-001
 PROP NBI: 14-246-0-A01-71-501

HL-93 LOADING
 SUPERSTRUCTURE INV/OPR RATINGS: 102/211





2020

Kimley»Horn

INCORPORATED

Texas Department of Transportation

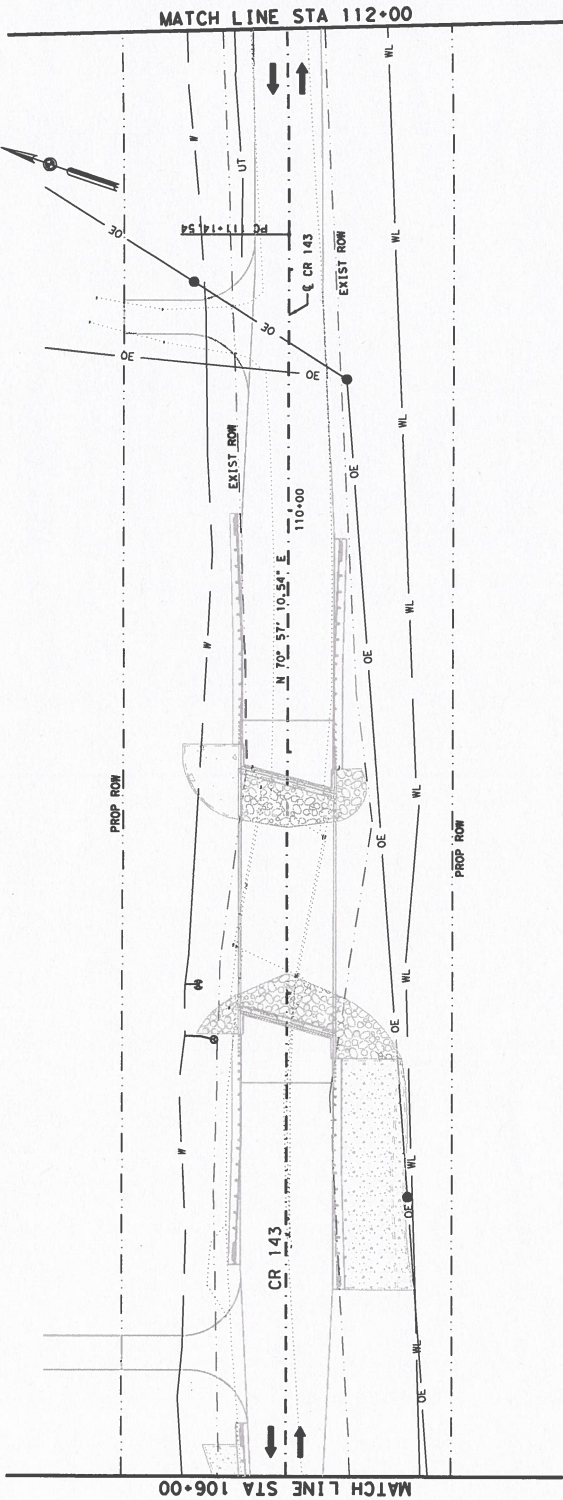
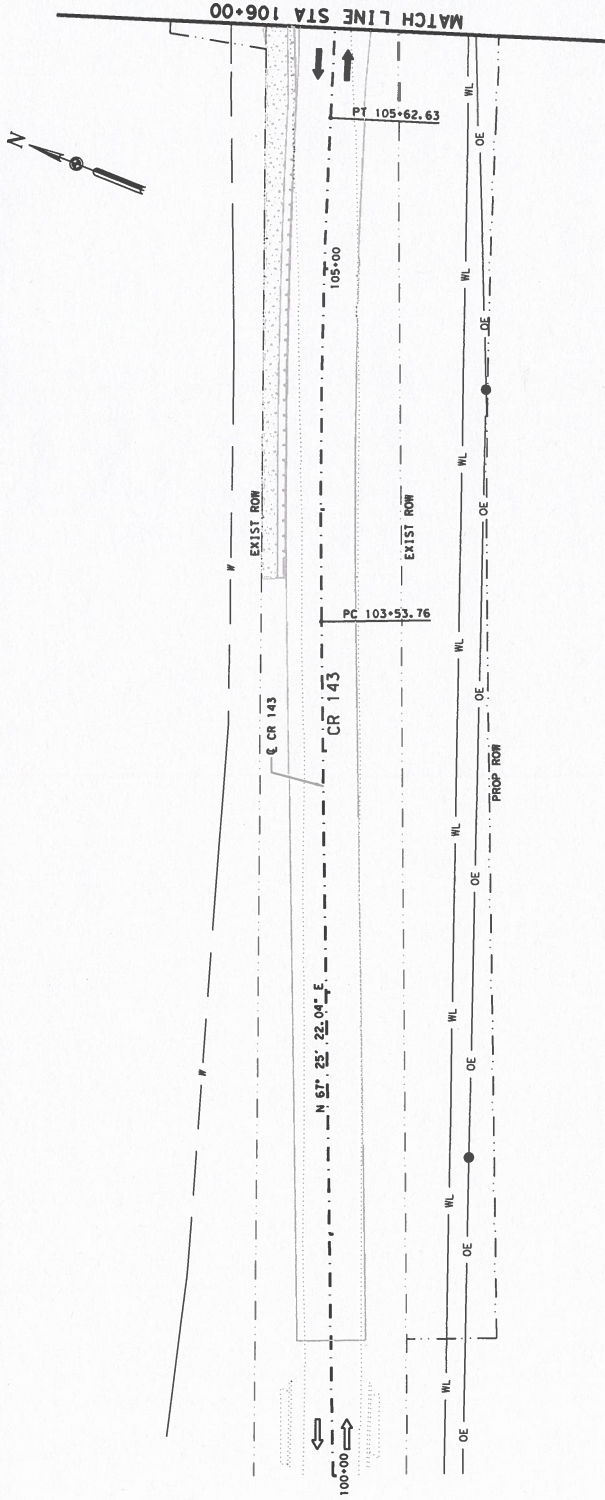
CR 143 AT DRY BERRY CREEK

BRIDGE LAYOUT

SHEET 1 OF 1

FEDERAL AID PROJECT NO.	CR 143
DIST.	BR202011321
STATE	TEXAS
COUNTY	WILLIAMSON
CONTRACT	05
SECTION	203
JOB	77

	0914	05	203, ETC.



LEGEND

- UT — FRONTIER TELECOM LINE (TO BE ABANDONED)
- W — BRAZOS RIVER AUTHORITY 48\"/>

NOTES:

1. LOCATION OF EXISTING UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY PRIOR TO CONSTRUCTION.



Handwritten signature
2/3/2025

Kimley»Horn
F-928
Texas Department of Transportation
CR 143 AT DRY BERRY CREEK

EXISTING UTILITY LAYOUT

SHEET 1 OF 2	
FEDERAL AID PROJECT NO.	CR 143
STATE	TEXAS
COUNTY	WILLIAMSON
CONTRACT	0914
SECTION	05
JOB	203, ETC.
DATE	75