

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF LONE STAR REGIONAL WATER
AUTHORITY, JARRELL-SCHWERTNER WATER SUPPLY CORPORATION, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN OF THE CORRIDOR D
PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the Lone Star Regional Water Authority (“LSRWA”), the Jarrell-Schwertner Water Supply Corporation (“JSWSC”), and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, LSRWA, JSWSC, 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 designing and improving Corridor D, the location of which is shown on Exhibit “A” attached hereto (the “County Project”); and

WHEREAS, some of the proposed County Project includes acquiring right-of-way that overlaps easements in which the JSWSC’s water system improvements are planned to be located; and

WHEREAS, some of the proposed County Project includes acquiring right-of-way that overlaps easements in which the LSRWA’s water system improvements are planned to be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of JSWSC and LSRWA’s water lines is necessary (the “Relocation Project”), as shown further in Exhibit A; and

WHEREAS, the JSWSC and LSRWA water lines will be installed several years before the County Project is constructed, and the Parties have determined that the Relocation Project will benefit all of the Parties and will minimize the disruption of service to customers of JSWSC and LSRWA during the construction of the County Project; and

WHEREAS, plans and specifications for the relocation of the JSWSC and LSRWA water lines affected by the County Project will be prepared by LSRWA subject to review by the County, and upon completion, will be attached hereto as Exhibit “B” (the “Plans”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will fund the cost of relocating the JSWSC and LSRWA’s waterlines to avoid conflicts with the County Project.

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 design of the Relocation Project and the reimbursement of the costs for the Relocation Project.

II. GENERAL PROVISIONS AND DESIGN OF RELOCATION PROJECT

2.01 County Funding of Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement provisions as further set out in this Agreement.

2.02 Obligations. The LSRWA is responsible for the design of the Plans, including specifications. The LSRWA will submit invoices for design costs to the County, and the County must reimburse or provide funds to LSRWA for payment of 100% of JSWSC's and the LSRWA's costs relating to the Relocation Project design in accordance with the Texas Prompt Payment Act (the "Relocation Project Design Costs"). The LSRWA will submit the Plans related to the Relocation Project, and any changes or modifications thereto, to the County and JSWSC for review and approval prior to commencing construction. .

2.03 Reimbursement of Design Costs. The LSRWA shall submit reimbursement requests to the County for 100% of the Design Costs. LSRWA shall submit a written reimbursement request, along with requested supporting documentation, at the following milestones: 50% at the Relocation Project design contract award, and 50% at completion of the Relocation Project design contract. The County shall make its best efforts to pay reimbursement requests within sixty (60) days after receipt of the requests.

2.04 Easements. The Parties contemplate that the County will acquire right-of-way for the County Project having sufficient width to allocate a portion of the right-of-way for placement of the relocated portions of the JSWSC and LSRWA water lines. In the event that construction of the Relocation Project requires easements for the water lines prior to the County acquiring right-of-way for the County Project, JSWSC and LSRWA may, after providing notice to the County, proceed with acquiring easements that do not conflict with the County Project. In such event, the County agrees to reimburse JSWSC and LSRWA the reasonable costs of acquiring the easements in accordance with Section 3.04 of this Agreement.

III. CONSTRUCTION OF THE RELOCATION PROJECT

3.01 Construction Costs. The construction of the Relocation Project will be administered by LSRWA and may be based on a separate bid or negotiated change orders to existing contracts. The County will, at its own expense, construct all physical improvements that constitute the County Project. The County, JSWSC, and LSRWA agree that the County is responsible for the additional construction costs for the JSWSC and LSRWA water lines that directly result from the Relocation Project. This share is referred to as the Construction Costs. The parties agree that any reimbursement of Construction Costs will be added to the reimbursement of Design Costs at the completion of the Relocation Project.

3.02 Inspection. The LSRWA and JSWSC may inspect the relocation of their respective waterlines during construction.

3.03 Insurance, Bonds, and Warranties. LSRWA shall require the contractor to provide performance bonds, payment bonds, and maintenance bonds in favor of the LSRWA for the Relocation Project in amounts satisfactory to the LSRWA and JSWSC.

3.04 Other Costs. The County must reimburse the LSRWA and JSWSC for 100% of reimbursable costs incurred by the LSRWA or JSWSC relating to the Relocation Project, and for inspections, permitting, engineering, easements, and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

3.05 Operation and Maintenance After Acceptance. The County shall be responsible for the operation and maintenance of the County Project improvements; however, LSRWA and JSWSC shall be responsible for the operation and maintenance of their respective facilities after completion of the Relocation Project.

IV. DISPUTES

4.01 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 damages 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.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree 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.

4.03 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.

V.
GENERAL PROVISIONS

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

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the Relocation Project and acceptance of the public improvements by LSRWA and/or JSWSC, respectively.

5.03 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.

5.04 Payment 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.

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

5.06 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 and only relates to those portions of the Relocation Project shown in Exhibit A.

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

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

5.09 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:

LSRWA: c/o The Law Office of J. R. Cochran
102 N. Railroad Ave.
Pflugerville, TX 78660
Telephone: (512) 596-7614 (Jonathan Cochran)
Telephone: (254) 855-0880 (Tom Ray)

JSWSC: 2393 CR 311
Jarrell, TX 76537
Attn: General Manager
Telephone: (512) 746-2114

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

5.10 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.


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

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement. If the Project has not been completed within five (5) years after the Effective Date, the County reserves the right to terminate this agreement.

5.13 No Joint Venture. The County Project is a project of the County and is not a joint venture or other partnership with LSRWA or JSWSC.

(SIGNATURES ON FOLLOWING PAGE)

LONE STAR REGIONAL WATER AUTHORITY

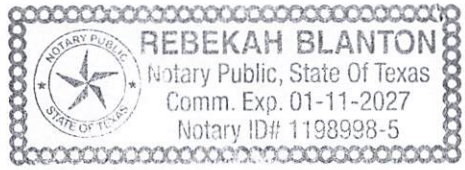
By: 
Bryant Smith, President

ATTEST:

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

December, 2025, by Bryant Smith, on behalf of said Lone Star Regional Water Authority.


Notary Public, State of Texas



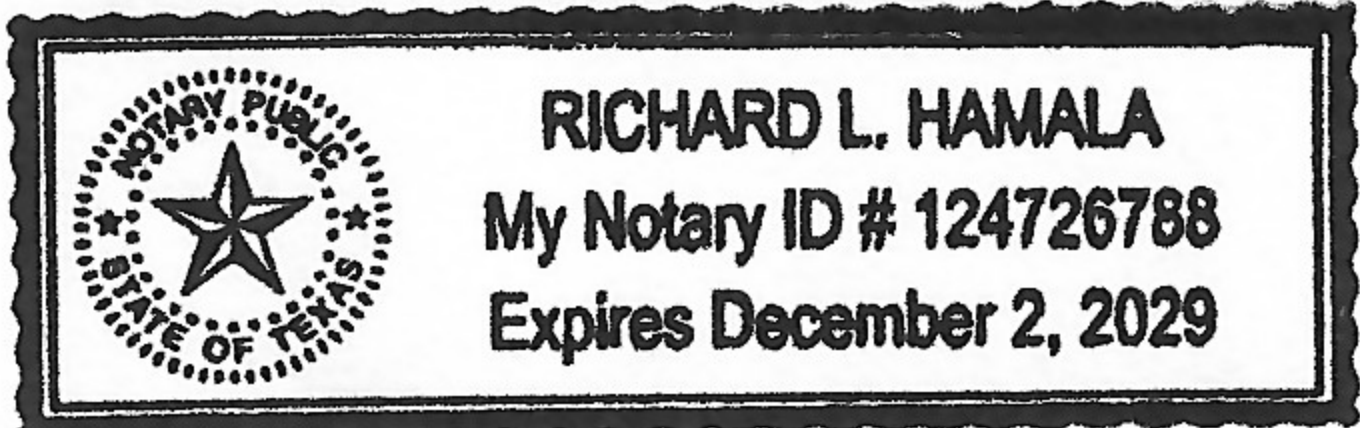
JARRELL-SCHWERTNER WATER-SUPPLY CORPORATION

By: *[Signature]*
Joe Simmons
General Manager

ATTEST:

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 9th day of December, 2025, by Joe Simmons, on behalf of said Jarrell-Schwertner Water Supply Corporation.



Richard L. Hamala
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

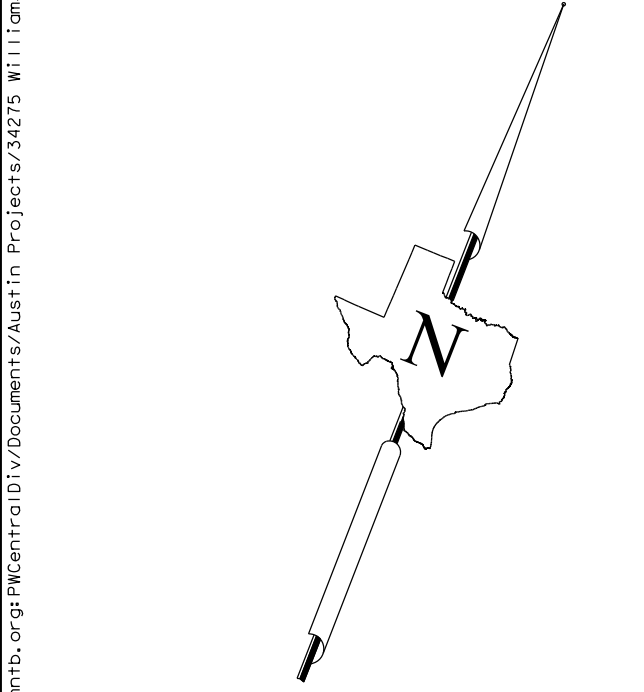
THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____, by Steven Snell, County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

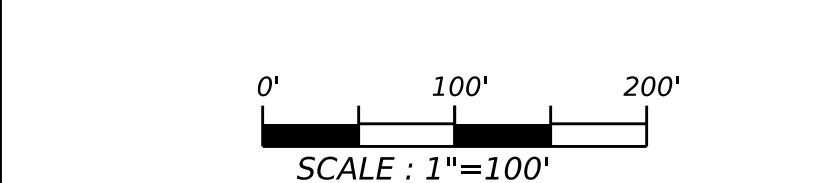
Exhibit “A”

- LEGEND**
- ORIGINAL ALIGNMENT
 - ORIGINAL EOP
 - ORIGINAL ROW
 - ORIGINAL BRIDGE
 - PARCEL LINE
 - 20' WATERLINE EASEMENT



- DESIGN ASSUMPTIONS:**
1. KEEP ALL ROADS AS ORIGINALLY SHOWN.
 2. SHIFT WATERLINE EASEMENT OUTSIDE SOUTHERN ROW.

PRELIMINARY FOR REVIEW ONLY



**RONALD REAGAN
EXTENSION
WL REALIGNMENT
ALTERNATIVE D**

