

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(US 183 PROJECT)**

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("Agreement") is entered into between Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, the County and the Texas Department of Transportation ("TxDOT") have entered into an agreement regarding the construction of improvements to US 183 from the San Gabriel River to SH 29 (the "**Project**"); and

WHEREAS, in said agreement, the County has assumed the responsibility to improve the roadway, acquire right-of-way and relocate utilities for the Project; and

WHEREAS, some of the proposed US 183 roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are located; and

WHEREAS, the Project requires adjusting, removing, and relocating certain District waterline improvements that are in conflict with the Project improvements, and the County has agreed to relocate such facilities into new easements to be located outside the new right-of-way, all at the County's sole cost and expense;

WHEREAS, due to funding limitations, the County has requested that a portion of the District's waterline improvements and easements remain in place and within the newly-acquired public right-of-way, until such time as future highway improvements or highway operations necessitate relocation of these waterline improvements; and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's water system improvements in certain segments of the Project into substitute easements in connection with the County's construction of the US 183 roadway improvements, and pursuant to which the District's remaining waterline improvements and easements in the Project area will remain in place and within the newly-acquired right-of-way until such time as future highway improvements or other conflicts with the highway right-of-way necessitate relocation of the improvements .

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.
DEFINITIONS**

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Abandoned Waterline Improvements" means the existing water transmission line improvements owned and operated by the District within the Released Easements, which facilities that will be abandoned in place in accordance with the terms and conditions of this Agreement.

1.02 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

1.03 "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project.

1.04 "County" means Williamson County, Texas.

1.05 "District Waterline Costs" means all costs and expenses incurred by the District relating to or arising out of the Project.. By way of example and without limitation, the District Waterline Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) all costs and expenses incurred by the District under the Engineering Services Agreement; (iii) all legal fees and expenses incurred by the District relating to the negotiation and preparation of this Agreement and otherwise incurred with respect to the Project; (iv) all costs and expenses incurred by the District relating to securing the Replacement Easements, including costs of surveying, appraisal, easement preparation, purchase price, and condemnation costs (including the condemnation award); and (v) all internal administrative and employee costs incurred by the District relating to the Project, but such administrative and employee costs shall not exceed the amount set forth on Exhibit "C" without the County's prior written consent.

1.06 "Effective Date" means the last date of execution of this Agreement by the Parties; provided all of the Parties must execute this Agreement for it to be effective.

1.07 "East West Easements" means the new easements to be granted by the County to the District, the form of which is attached hereto as **Exhibit "E"**, and to be located in those areas more particularly identified in **Exhibit "I"** attached hereto.

1.08 "Engineering Services Agreement" means that certain contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc. dated June 18, 2009. In the event of termination of such contracts for any reason, the phrase Engineering Services Agreement shall refer to any subsequent engineering

services contract entered into by the District relating to the Waterline Improvements that contains rates that do not exceed those in the Engineering Services Agreement.

1.09 "Project" means, collectively, the Roadway Improvements and the Waterline Improvements, all as set forth in this Agreement.

1.10 "Project Area" means the area in which the Project will be undertaken, said Project Area being more particularly identified in Exhibit "A" attached hereto.

1.11 "Released Easements" means the easements held by the District within the Project Area to be released by the District under this Agreement, as more particularly identified in Exhibit "F" attached hereto.

1.12 "Remaining Waterline Improvements" means the existing water transmission line improvements and related facilities, equipment, and appurtenances owned and operated by the District within the Retained Easements, together with future additions and improvements constructed within the Remaining Easements, that will not be abandoned and will remain in place, such improvements consisting of all waterline improvements in the Project Area save and except the Abandoned Waterline Improvements.

1.13 "Retained Easements" means all easements held by the District within the Project Area to remain within the new highway right-of-way area to be secured by the County, and which will not be released by the District, as such easements are more particularly identified on Exhibit "H" attached hereto.

1.14 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District at the County's sole cost and expense on the preliminary tracts more particularly identified on Exhibit "G" attached hereto. If, during the course of the design, construction, or operational phases for the Project, it becomes apparent that the design, construction or operation of the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of the Waterline Improvements, then the District shall secure additional Replacement Easements at the County's cost and expense in accordance with applicable terms and provisions of this Agreement, and the affected Waterline Improvements will be installed therein.

1.15 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the improvements to US 183 to be undertaken by the County within the Project Area.

1.16 "Waterline Design Work" means the engineering consulting and design services to be undertaken by the District, its staff, and its engineering consultants in connection with the Project, including the Waterline Improvements; the evaluation and preparation of all proposed Replacement Easements and East-West Easements; surveying undertaken in connection therewith; participation in meetings relating to the Project, and all other employee, administrative, engineering and consultant services performed relating to the District's interests in the Project.

1.17 "Waterline Improvements" means the design and construction of those certain water transmission line improvements more particularly described on Exhibit "B" attached hereto to be constructed by and at the sole cost and expense of the County within the Replacement Easements, together with related facilities, equipment and appurtenances to replace the Abandoned Waterline Improvements in the Project Area.

1.18 "Party" or "Parties" means the District and/or the County, individually or collectively, as applicable.

1.19 "Project Contractor" means the contractor(s) that enter into a contract with the County for construction of the Project.

II. STATEMENT OF INTENT; CONDITION PRECEDENT; AND PRELIMINARY SURVEYING COSTS

2.01 **General.** The purpose of this Agreement is to provide for the District to abandon the Abandoned Waterline Improvements and Released Easements within the Project Area; to provide for the acquisition of the Replacement Easements by the District at the County's sole cost and expense; to provide for the conveyance of the East-West Easements by the County to the District; to provide for the Remaining Waterline Improvements and Retained Easements to remain in place; and to provide for the construction of new Waterline Improvements by the County within the Replacement Easements and within the East-West Easements at the County's sole cost and expense, all so that the County may proceed with the Roadway Improvements together therewith as promptly as practicable.

III. PROJECT COMMITTEE

3.01 **Composition of Project Committee.** There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: General Manager and Todd Jackson on behalf of the District, and Joe England on behalf of the County. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 **Responsibility of Project Committee.** The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:

- (i) The design of the Waterline Improvements;

(ii) The review and approval of the Bid Documents, as related to the Waterline Improvements;

(iii) The review of the bid tabulation and qualification of prospective contractors for the Waterline Improvements;

(iv) The periodic review of the status of construction of the Waterline Improvements;

(v) The review and approval of change orders relating to the construction of the Waterline Improvements;

(vi) The review and approval of invoices for payment related to the Waterline Improvements;

(vii) The confirmation of final completion of construction of the Waterline Improvements; and

(viii) Any other pertinent matters relating to the construction or operation of the Waterline Improvements, or the Project to the extent any such matter impacts the Waterline Improvements.

The Project Committee shall meet at regular intervals to review the matters over which it has authority. The Project Committee shall be diligent, prompt and timely in reviewing and acting on matters submitted to it.

IV. DESIGN OF PROJECT

4.01 Design of Waterline Improvements. Promptly after execution of this Agreement by the Parties, the District will authorize its engineering consultants to provide engineering consulting services for the Waterline Design Work in accordance with the Engineering Services Agreement.

4.02 Design of Roadway Improvements. The County shall be solely responsible for all engineering services relating to the Project except for the Waterline Design Work, including without limitation, the design of the Roadway Improvements.

4.03 Cost of Design.

(a) The District will advance and pay the cost of the Waterline Design Work, subject to its right to reimbursement from the County in accordance with the terms of this Agreement.

(b) The County shall pay all other engineering and design costs relating to the Project other than those paid by the District under Subsection 4.03(a) above.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work under the Engineering Services Agreement, the

District will transmit a copy of the invoice to the County. In addition to any costs incurred by the District under the Engineering Services Agreement, each invoice shall identify additional District Waterline Costs incurred by the District relating to the Project. The County agrees to pay each invoice in full within 30 days after delivery of the invoice (the "Due Date"). Each invoice submitted by the District for reimbursement will clearly describe the work done for which reimbursement is sought, and will not seek reimbursement or payment for any costs or expenses other than District Waterline Costs. Upon request of the County, the District agrees to make available documentation in reasonable detail evidencing any District Waterline Costs for which reimbursement is sought. Any amounts due to the District which are not paid within 30 days of delivery will accrue interest at the rate of 8% per annum from the Due Date until paid.

4.05 Work Product. Upon receipt of a request from the County, the District agrees to promptly make available to the County a copy of any work product produced by its engineering consultant in connection with the Waterline Design Work. The County shall pay all reasonable costs incurred by the District in preparing and furnishing the copies.

V. EASEMENT MATTERS

5.01 Replacement Easements.

(a) The District agrees to secure all Replacement Easements in accordance with the terms of this Agreement. Without limitation, the District shall obtain and/or prepare all required surveys, property descriptions, and appraisals associated with the preparation of the Replacement Easements, and shall provide payment of all legal fees, costs of acquisition (whether by purchase or condemnation) associated with the acquisition of the Replacement Easements. The form of the Replacement Easements shall be determined by the District. The preliminary location of the Replacement Easements is set forth on **Exhibit G** attached hereto, but shall be required for all locations where the District's water system improvements are relocated as a result of the Roadway Improvements or Project.

(b) The District agrees to retain the firm of Sheets & Crossfield for purposes of managing the acquisition of the Replacement Easements, and providing all legal services related thereto. The District further agrees to cause Sheets & Crossfield, and other consultants that may provide services relating to the acquisition of the Replacement Easements (such as surveyors and appraisers), to send their bills directly to the County for payment. The County shall pay all such invoices, and other costs and expenses incurred by the District, if any, in connection with acquisition of the Replacement Easements, in the same time and manner as other District Waterline Costs (i.e., within 30 days after receipt of a written invoice).

(c) In the event of termination of the District's contract with Sheets & Crossfield for any reason, then the County shall reimburse all costs and expenses incurred by the District related to the acquisition of Replacement Easements in the same manner, and according to the same procedures, as other District Waterline Costs.

(d) At such time as the District receives all Replacement Easements and the Waterline Improvements have been completed by the County, are operational, and accepted by

the District, the District agrees to release all Released Easements. It is specifically agreed, however, that the District shall not release the Retained Easements or any other easements that relate to facilities that are not being abandoned under this Agreement, and all such easements shall remain in full force and effect. The District agrees to execute and record in the Official Records of Williamson County a form of instrument releasing the Released Easements in accordance with the terms and conditions of this Agreement

5.02 East-West Easements. The County represents and warrants that it shall acquire fee simple title to the lands that will constitute highway right-of-way for the Project. Upon acquisition of such lands, but prior to conveyance of any such lands or interest therein to the State of Texas, the Texas Department of Transportation ("TxDOT"), or to any other person or entity, the County agrees to convey the East-West Easements to the District. The form and location of the East-West Easements are set forth on **Exhibit "E"** and **Exhibit "I"** to this Agreement, respectively. Upon subsequent conveyance of lands to the State of Texas, the TxDOT, or any other person or entity, the County agrees that such conveyance shall be made expressly subject to the District's rights and interests to the East-West Easements.

5.03 Retained Easements.

(a) Any waterline improvements located outside the limits of conflict identified by engineering station in **Exhibit "B"** will not be relocated by the County, and any easement interests held by the District outside such area will not be released, unless relocation is necessitated as a result of design, construction, or operation of the Roadway Improvements, in which event the then existing facilities in such conflict areas will be relocated into additional Replacement Easements to be secured by the District at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements, and according to the same terms as set forth in this Agreement.

(b) The County specifically acknowledges and agrees that the District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Retained Easements in whole or in part, and all such rights and interests shall remain in full force and effect after the acquisition of right-of-way lands by the County and conveyance thereto to the State of Texas and/or TxDOT (or any other person or entity).

(c) The County further acknowledges and agrees that the District acquired its rights under, and interests to, the Retained Easements prior to the date on which the public right-of-way for the Project is being expanded to include the real property encumbered by the Retained Easements, and specifically acknowledge and agree that the lands within the Retained Easements did not constitute public right-of-way at the time the District secured the Retained Easements.

(d) The County acknowledges and agrees that the District shall have the right to construct additional infrastructure improvements within, and to otherwise exercise all rights under, the Retained Easements, and that any additional infrastructure constructed within the Easements shall be considered Remaining Waterline Improvements for purposes of this Agreement.

(e) This Agreement is contingent upon TxDOT and all other entities with relevant jurisdiction over the highway right-of-way authorizing the Remaining Waterline Improvements and the Retained Easements to remain in place within the new right-of-way. In the event TxDOT or any such entity does not authorize the Remaining Waterline Improvements and the Retained Easements to remain in place, and does not agree to pay all costs and expenses incurred by the District associated with acquiring new easements and relocating the facilities into such new easements, then the County agrees to pay all such costs and expenses in accordance with the same terms and conditions set forth herein with respect to the Replacement Easements and the Waterline Improvements.

(f) The District is not releasing its rights to future relocation of the Remaining Waterline Improvements within the Retained Easements (and any additional facilities constructed therein) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such right.

5.04 Shared Easements. The District agrees to cooperate with the Pedernales Electric Cooperative (the "PEC") to allow for the installation of PEC overhead lines within the Replacement Easements, provided that the District and the PEC enter into a mutually acceptable joint use agreement.

VI. CONSTRUCTION OF PROJECT

6.01 General. The Parties mutually acknowledge and agree that the County shall construct all physical improvements that constitute the Project, including the Waterline Improvements.

6.02 Approval of Bid Documents.

(a) Without limitation, the Bid Documents must include the following requirements relating to the construction of the Waterline Improvements:

(i) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared by the District;

(ii) The District's existing waterline improvements shall remain operational at all times until the Waterline Improvements are completed, operational, and accepted by the District;

(iii) The District shall be named as an additional insured on the contractor's insurance policies;

(iv) The District shall be named as additional beneficiary under the contractor's performance and payment bonds with respect to the Waterline Improvements; and

(v) The District shall be named as a third party beneficiary under the contract for construction of the Project, as it relates to the Waterline Improvements only.

(b) The County agrees that it shall not amend any aspect of the Bid Documents as it relates to the Waterline Improvements without the District's prior written consent.

(c) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the County agrees that the District shall not have any duty, obligation or responsibility with respect the design or construction of the Roadway Improvements.

6.03 Bid Award.

(a) All construction contracts for the Project will be competitively bid and awarded by the County in the manner provided by State laws and in accordance with this Section.

(b) The bid tabulation and related information for the construction of the Project will be submitted to the Project Committee for review and consideration. The County shall consider the advice and recommendations of the Project Committee, but the decision as to the acceptance of any bid shall be within the sole discretion of the County.

(c) The County shall furnish the bid tabulation and recommended award to the District not less than 10 days prior to awarding a contract for construction of the Project. The County shall also specify the date on which the County shall determine the award of the contract.

6.04 Construction of Waterline Improvements.

(a) **General.** The County shall be responsible for constructing, or causing to be constructed, the Project, including the Waterline Improvements, and all related equipment, materials and supplies. In connection with the construction of the Waterline Improvements, the County agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents. The County will be responsible for payment of any and all costs and expenses associated with the construction of the Project.

(b) **Waterline Improvements.** The County agrees, at its sole cost and expense, to replace the Abandoned Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "B"** attached hereto and incorporated herein. The Abandoned Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the location more particularly described in **Exhibit "B"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified of **Exhibit "B"** will not be relocated unless relocation is necessitated as a result of design, construction, or operation of the Roadway Improvements, in which event the then existing facilities in such conflict areas will be

relocated into new Replacement Easements at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements.

(c) As part of the Waterline Improvements, the County agrees, at its sole cost and expense, to install sleeves at those intervals more particularly described in **Exhibit "B"**, but at 90° angles from the Remaining Waterline Improvements under the newly-constructed roadway to facilitate future connections to the Remaining Waterline Improvements. Each of the sleeves shall be located within East-West Easements dedicated by the County to the District at no cost or expense.

(d) The County further agrees that it will not disturb the existing District waterline improvements under the San Gabriel River by the construction of the Project.

(e) **Inspection.**

(i) The County shall retain a full-time construction inspector to inspect construction of the Project, including the Waterline Improvements. The County will notify the Project Committee of any construction defects relating to the Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect. The District may elect to have its employees or staff inspect or observe construction of the Waterline Improvements from time to time, and the value thereof shall be reimbursed by the County as District Waterline Costs.

(ii) The District's representatives shall have a reasonable right to access and inspect the Waterline Improvements as construction progresses, and the County shall not interfere with such access or inspection by the District or its designated representative(s).

(f) **Change Orders.**

(i) During construction, any change orders related to the Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal. If the District fails to either approve the submittal or provide written comments specifically identifying the required changes within 10 working days, the change order in question will be deemed approved.

(ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the Waterline Improvements) will be made in the County's sole discretion.

(g) **Insurance.** The County shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The County shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of

bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$1,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Water Line Costs. All construction contracts and other agreements relating to the construction of the Project will contain provisions to the effect that the Project Contractor will look solely to the County for payment of all sums coming due thereunder. The County shall pay 100 percent of all construction costs relating to the Project, including the costs of Waterline Improvements, and 100 percent of all other District Waterline Costs (except to the extent that any District internal administrative or employee costs exceed the amount set forth on Exhibit "C" attached hereto).

6.06 Acceptance.

(a) Upon completion of construction of the Project, the County shall obtain the approval of the District prior to acceptance and final payment of retainage to the Project Contractor.

(b) Within 30 days after completion of construction and prior to final payment to the engineers for the Project, the County will cause the Project engineers retained by the County to provide to the District a concurrence letter from the Project engineers certifying that the construction of the Waterline Improvements have been completed in accordance with the approved plans, specifications and change orders, that the facilities have been tested and approved for use in accordance with the approved contract documents, and that such facilities are properly located within Replacement Easements.

(c) Within 60 days after substantial completion of construction of the Project, the County will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Waterline Improvements in an electronic format requested by the District.

6.07 Warranties. The County agrees to cause the Project Contractor to repair all defects in materials, equipment or workmanship appearing within one year from the date of acceptance of the Waterline Improvements. Upon receipt of written notice from the District of the discovery of any defects during this period, the County shall promptly cause the Project Contractor to remedy the defects and repair or replace any property damaged as a result thereof.

6.08 Continuation of Service. The County agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any service lines to be replaced or relocated, the County will undertake and perform the replacement and/or relocation of the service lines as part of the Waterline Improvements at the County's sole cost and expense, regardless of whether such service lines are identified in Exhibit "B" to this Agreement. All

service lines that are owned by the District (i.e., are located on the District's side of the water meter) and that must be replaced or relocated shall be located within Replacement Easements to be secured by the District at the County's sole cost and expense, regardless of whether such Replacement Easements are identified in **Exhibit "G"** attached hereto.

VII. CONVEYANCE MATTERS

7.01 Conveyance. Within thirty (30) days after receipt of the engineer's concurrence letter pursuant to Section 6.06(b) above, the County will convey the Waterline Improvements to the District by Bill of Sale and Assignment in the form attached hereto as **Exhibit "D"**.

7.02 Risks Pending Conveyance. The County agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the Waterline Improvements. If any part, whether substantial or minor, of the Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the County will make repairs and replacements to restore the Waterline Improvements to their prior condition.

7.03 Ownership Interests. After conveyance, the District shall hold a 100% undivided ownership interest in the Waterline Improvements. The County shall own a 100% undivided ownership interest in the Roadway Improvements.

7.04 Conveyance of Right-of-Way. It is the intent of the Parties that the provisions of this Agreement relating to the District's rights under the Retained Easements and East-West Easements, including the right to future relocation of the Remaining Waterline Improvements, shall run with the land encumbered by the easements, and survive any subsequent conveyance of right-of-way that includes the Retained Easements (or East-West Easements) by the County to TxDOT or any other person or entity. Accordingly, the County agrees to execute a Memorandum of Agreement, the form of which is attached hereto as **Exhibit "J"**, simultaneously upon execution of this Agreement. The District may thereafter record the Memorandum of Agreement in the Official Records of Williamson County, Texas. The County specifically agrees that any conveyance of right-of-way that includes the Retained Easements or the East-West Easements shall be made expressly subject to the District's rights under said easements and this Agreement.

VIII. JOINT USE

8.01 General. The parties agree that upon acquisition of the additional right-of-way by the County, joint use will be made of those certain lands located within both the Retained Easements and East-West Easements held by the District, and the newly-acquired highway right-of-way held by the County or its successors. The District shall continue to hold and may exercise all of its rights under the Retained Easements and East-West Easements, and the State of Texas, TxDOT and/or the County or any other entity with relevant jurisdiction (as applicable)

shall have the right to utilize the newly-acquired right-of-way lands for any authorized purpose; provided, however, that the exercise of all such rights shall be subject to the terms of this Agreement, and shall further be subject to, and may not materially interfere with, the exercise of the District's rights under the Retained Easements.

8.02 Future Relocation. In the event of a material conflict between the District's easement rights and the exercise of any rights by the County, State, TxDOT, or third party with relevant jurisdiction (as applicable) within the public right-of-way, then the District's facilities within the easements shall be relocated into new easements at the sole cost and expense of such entity that undertakes the highway improvements (or that otherwise requires relocation of the District's facilities). In the event of a conflict that does not allow for timely relocation of the District's infrastructure, then the County agrees to pay all costs and expenses incurred by the District in connection with addressing and resolving the conflict until such time as the facilities may be relocated. Payment shall be made in full within 30 days of receipt of a written invoice for payment from the District.

8.03 Joint Use. In connection with exercising any rights under the Retained Easements or East-West Easements, the District agrees to abide by reasonable terms and conditions specified by TxDOT or any other entity with relevant jurisdiction over the right-of-way encompassing such easements; provided, however, the District shall not be required to incur any additional costs or expenses in connection therewith, and no such terms and conditions shall materially interfere with the exercise of Owner's rights under the Easements. In the event any terms or conditions specified by such entity result in costs or expenses to the District, then the County agrees to reimburse all such costs and expenses within 30 days of receipt of a written invoice for payment from the District. The failure by the County to pay any such sums in full within 30 days after receipt of a written request by the District shall be a material breach of this agreement.

8.04 Payment of Safety and Traffic Control Costs. The District shall have no responsibility to incur, or provide payment for, any costs of measures taken by any entity with relevant jurisdiction over the right-of-way to protect public safety, traffic control, highway repairs, lane closures, speed zones, restoration, clean-up, or repairs to the highway, highway median, or right-of-way arising out of or related to the presence of the District's utility infrastructure within the Retained Easements and East-West Easements, or the exercise of the District's rights under such easements. In the event any such measures are required whether on an emergency or non-emergency basis, the County shall provide and perform such measures at their sole cost and expense, or in the event the District undertakes such measures upon request of such entity, then the County will reimburse the District in full within 30 days after receipt of a written invoice for payment from the District. The failure by the County to pay any such sums in full within 30 days after receipt of a written request by the District shall be a material breach of this agreement.

IX. DISPUTES

9.01 Material Breach; Notice and Opportunity to Cure.

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

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

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

9.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 7.01 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.

9.03 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.

X. GENERAL PROVISIONS

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

10.02 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.

10.03 Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of

the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party. The provisions of this Agreement providing for reimbursement or payment or reimbursement of costs by the County shall survive any conveyance of right-of-way by the County.

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

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

10.06 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.

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

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

10.09 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:

DISTRICT:

Chisholm Trail Special Utility District
851 FM 970
Florence, Texas 76527
Attn: General Manager
Telephone: (254) 793-3103
Facsimile: (254) 793-3100

COUNTY:

County Judge Dan Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626
Telephone: (512) 943-1577

10.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Project Area
Exhibit B - Location and Description of Waterline Improvements (including sleeves)

Exhibit C -	Administrative Costs Budget
Exhibit D-	Form of Bill of Sale
Exhibit E-	Form of East-West Easements
Exhibit F-	Released Easements
Exhibit G-	Location of Replacement Easements
Exhibit H-	Retained Easements
Exhibit I-	Location of East-West Easements
Exhibit J-	Memorandum of Agreement


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

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

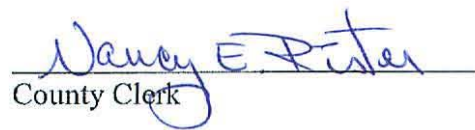
ATTEST:


Secretary

CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:

By: 
Printed Name: GORDON EURON
Title: President
Date: 7/7/2009

ATTEST:


County Clerk

WILLIAMSON COUNTY:


By: 
Printed Name: DAN A G. 1771
Title: County Judge
Date: 7-13-09

EXHIBIT "A"

US 183 (SH 29 to the South Gabriel Drive) Project Limits

Project Limits	
STA	STA
SH 29 STA 7+81.45	SH 29 STA 32+00
US 183 STA 47+05.49	US 183 STA 238+63.93

EXHIBIT "B"

US 183 (SH 29 to the South Gabriel Drive) Anticipated CTSUD Relocation Limits

Existing Pipe Size	Proposed Pipe Size	Limits of Relocation to Clear Conflicts		Comments
		STA	STA	
18" DIP	18" DIP	SH 29 STA 20+40	SH 29 STA 22+50	
18" DIP	18" DIP	SH 29 STA 22+50	SH 29 STA 22+50	Crossing of SH 29 + 150LF of 30" STL
8" PVC	8" PVC	SH 29 STA 20+30	SH 29 STA 21+60	
18" DIP	18" DIP	89+00	89+00	Crossing of southbound US 183 + 150L
8" PVC	8" PVC	89+30	89+30	Crossing of southbound US 183 + 150L
18" DIP	18" DIP	121+00	121+00	Entire crossing of US 183 + 420LF of 30"
18" DIP	18" DIP	123+10	124+60	Improved drainage at CR 263
18" DIP	18" DIP	129+50	131+00	Improved drainage at Mourning Dove L
18" DIP	18" DIP	129+90	129+90	Entire crossing of US 183 + 400LF of 30"
18" DIP	18" DIP	138+00	139+50	Improved drainage
12" PVC	12" PVC	128+10	140+90	Conflict with proposed highway; parallel
3" PVC	8" PVC	150+00	150+00	Crossing at Crider Lane + 150LF of 18"
12" PVC	12" PVC	165+90	167+40	Improved drainage
X" PVC	X" PVC	172+80	172+80	Crossing at LCRA + 150LF of appropri
12" PVC	12" PVC	180+30	186+30	Improved drainage & appropriate LF of
18" DIP	18" DIP	183+20	183+20	Crossing of US 183 *4
NA	24" STEEL	163+00	163+00	120' of 24" steel encasement pipe w/ ac encasement from Ex. 12" water line to Pro
		180+00	180+00	
		194+00	194+00	
		207+00	207+00	

*1 The CTSUD pipe under the northbound lane to be relocated only if in direct conflict with planned roadway construction. Steel encasement reflects the final relocation design.

*2 Water improvements will be in-kind diameter and dimensions of encasement will meet CTSUD specifications.

*3 Water improvements will end at limit of conflict with proposed drainage.

*4 Relocation is contingent on the design of 12" relocation this crossing ties into. CTSUD to review modeling of water system to determine crossing.

EXHIBIT C

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed \$100,000 without prior written approval from the County. This exhibit shall not be construed to limit the County's obligation to reimburse the District Waterline Costs incurred for outside consultants, including those for legal fees and costs incurred under the Engineering Services Agreement.

EXHIBIT "D"
FORM BILL OF SALE AND ASSIGNMENT

BILL OF SALE AND ASSIGNMENT

Date: _____

Grantor: Williamson County, Texas

Grantor's Mailing Address (including county):

Grantee: _____

Grantee's Mailing Address (including county):

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, sells, assigns, and transfers to Grantee:

- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

Reference is hereby made to that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated _____, 2009, between Grantor and Grantee ("Agreement"). The covenants and representations set forth in the Agreement are hereby incorporated herein by reference as if such covenants and representations were fully set out herein.

Grantor agrees to hereafter cooperate with Grantee, take such actions and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

When the context requires, singular nouns and pronouns include the plural. References to defined terms shall refer to those terms as defined in the Agreement.

Executed effective _____.

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

GRANTEE:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT "E"
FORM OF EAST-WEST EASEMENTS

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

GRANTOR: _____

GRANTEE: Chisholm Trail Special Utility District, a conservation and reclamation district of the State of Texas

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

GRANT: Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby grants, sells, and conveys to Grantee a permanent easement and right-of-way (the "Water Line Easement") in, upon, under, over the Water Line Easement Tract (hereinafter defined), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold to Grantee and Grantee's successors and assigns forever. The easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of excavating for, laying, constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, renewing, removing, inspecting, patrolling, changing, modifying, or repairing the PROJECT (as hereinafter defined), or any part of the PROJECT, and making connections therewith.

Grantor, for the CONSIDERATION paid to Grantor by Grantee, hereby further grants, sells, and conveys to Grantee a temporary construction easement (the "Temporary Construction Easement") upon and over the Temporary Construction Easement Tract (hereinafter defined) for the accommodation of construction equipment, materials and excavated earth. The Temporary Construction Easement shall terminate one year after Grantee has completed initial construction of the authorized improvements in the Water Line Easement.

DESIGNATION OF COURSE: The "Water Line Easement Tract" is defined as a tract of land _____ feet (_____) in width upon, across, over and under the following described real property:

_____-acres of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit A, said exhibit being incorporated herein by reference for all purposes.

The "Temporary Construction Easement Tract" is defined as a tract of land _____ feet (____') in width, said Temporary Construction Easement Tract being upon and across the surface only of the following described real property:

_____- acres of land, more or less, more particularly described by metes and bounds and sketch attached hereto as Exhibit B, said exhibit being incorporated herein by reference for all purposes.

PROJECT: Multiple water lines and all necessary or desirable facilities, equipment and appurtenances thereto including, without limitation, valves, meters and communication lines and related facilities. In the event Grantor constructs an additional water line or lines in the future after construction of an initial water line, any such line or lines shall be constructed adjacent to and generally parallel with the first water line laid by Grantee within the Water Line Easement.

Other Rights Granted to Grantee: Grantee shall have such other right and benefits necessary and/or convenient for the full enjoyment and use of the rights herein granted, including without limitation, (1) the reasonable right of ingress and egress over and across the area encompassed by the Water Line Easement and over the adjacent lands owned by Grantor, but only to the extent that ingress or egress is not available or adequate from a public right-of-way; (2) the reasonable right from time to time to remove any and all paving, undergrowth and other obstructions that may injure Grantee's facilities and appurtenances in the Water Line Easement Tract or materially interfere with the exercise of Grantee's authorized rights; and (3) the right to abandon-in-place any and all water supply lines, service lines and associated appurtenances, such that Grantee shall have no obligation or liability to Grantor or their successors or assigns to move or remove any such abandoned lines or appurtenances.

Obligation of Grantee: By acceptance of this grant and utilization of any rights granted hereby, Grantee agrees that it will at all times, after doing any work pursuant to the rights hereby granted, restore the surface of the Waterline Easement Tract and Temporary Construction Easement Tract to substantially the same condition as existed prior to such work taking into consideration the nature of the work being performed; and that Grantee will not do any act, or fail to do any act, that will be detrimental or create a hazard to the surface of the lands covered thereby or to the use thereof. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the utilization by the Grantee of any rights granted herein.

Rights of Grantor: Grantor shall have the right to abate any unauthorized use of the Water Line Easement and any unauthorized use of the Temporary Construction Easement by Grantee by any lawful method. Grantor, its successors and assigns shall retain the right to use the surface of the lands within the boundary lines of the Waterline Easement Tract, including, but not limited to, for the construction of roads, driveways, curbs, sidewalks, fences, and light poles; provided, however, that (1) no buildings, water quality or detention or similar drainage features, or permanent structures of any kind shall be placed, erected or maintained thereon; (2) such

improvements shall not damage facilities located within, or materially interfere with Grantee's use and enjoyment of, the Waterline Easement Tract; and (3) no subsurface utilities of any kind shall be located within the Waterline Easement Tract. Grantee agrees to repair damages that it causes to any of Grantor's authorized improvements within the Waterline Easement Tract. Grantee shall not be responsible for damage it causes to unauthorized improvements within the Waterline Easement Tract.

Representations of Grantor: Grantor represents, covenants and warrants that it has full power and authority to enter into this instrument and to convey the Water Line Easement and Temporary Construction Easement to Grantee.

Exclusivity: Grantee's easement rights within the Waterline Easement Tract shall be exclusive.

Habendum: To HAVE AND HOLD the Water Line Easement and Temporary Construction Easement and all and singular the rights and appurtenances thereunto belonging unto Grantee, its successors and assigns.

Warranty: Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Water Line Easement and Temporary Construction Easement unto Grantee, its successors and assigns, against every person whomsoever claiming, or to claim, the same or any part thereof, by through or under Grantor, but not otherwise.

Successors and Assigns: The rights granted hereby and the rights, agreements and burdens pertaining thereto shall constitute a covenant running with the land and inure to the benefit of and shall be binding upon the Grantor, any other owner in the future on any part of the Waterline Easement Tract and Temporary Construction Easement Tract, and the Grantee, and all of their respective successors, heirs, legal representatives, executors, administrators and assigns. Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

Covenant of Grantor: Grantor covenants that Grantor is the owner of the Waterline Easement Tract and Temporary Construction Easement Tract and that the person signing this instrument is authorized to execute the same on behalf of the owner or all the owners of all such real property.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2009.

GRANTOR:

After recording return to:
Chisholm Trail Special Utility District
P. O. Box 249
Florence, Texas 78727

CONSENT AND JOINDER OF LIENHOLDER

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, _____, a _____ ("Lienholder") as the owner and holder of indebtedness secured by liens and encumbrances against the Water Line Easement Tract (collectively, the "Liens"), which said Liens include the liens and encumbrances in the "Deed of Trust" which is recorded as Document No. _____ in the Official Public Records of Williamson County, Texas, does hereby join in the execution of this Water Line Easement and Right-of-Way ("Easement") for the purpose of evidencing its consent hereto and subordinating all of the Liens to this Easement.

EXECUTED by the undersigned on the date of the acknowledgment of the undersigned as set forth hereinbelow.

_____, a _____ bank

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2009, by _____, _____ of _____, a _____, on behalf of said bank.

(Seal and Expiration)

Notary Public, State of Texas

EXHIBIT "F"

US 183 (SH 29 to the South Gabriel Drive) Anticipated CTSUD Released Easements

Existing Pipe Size	Approx. Location of Released Easements		Comments
	STA	STA	
8" PVC	SH 29 STA 20+30	SH 29 STA 21+60	
18" DIP	SH 29 STA 20+50	SH 29 STA 22+50	
12" PVC	128+10	140+90	East side of US 183
18" DIP	82+40	83+50	West side of US 183 just south of SH 29

EXHIBIT "G"

US 183 (SH 29 to the South Gabriel Drive) Anticipated CTSUD Replacement Easements

Existing Pipe Size	Proposed Pipe Size	Limits of Replacement Easements		Comments
		STA	STA	
18" DIP	18" DIP	SH 29 STA 20+40	SH 29 STA 22+50	2 sets of field notes due to 2 property owners
8" PVC	8" PVC	SH 29 STA 20+30	SH 29 STA 21+60	*1
18" DIP	18" DIP	89+00	89+00	From Ex. 18" WL easement to the ex. west RO
8" PVC	8" PVC	89+30	89+30	From Ex. 18" WL easement to the ex. west RO
12" PVC	12" PVC	128+00	140+90	2 sets of field notes due to 2 property owners
18" DIP	18" DIP	129+90	129+90	From Ex. 18" WL easement to the ex. west RO
2" PVC	2" PVC	154+00	154+00	From Ex. 12" WL easement to the prop. east F
2" PVC	2" PVC	158+50	158+50	From Ex. 12" WL easement to the prop. east F
2" PVC	2" PVC	171+50	171+50	From Ex. 12" WL easement to the prop. east F
2" PVC	2" PVC	198+00	198+00	From Ex. 12" WL easement to the prop. east F
2" PVC	2" PVC	201+00	201+00	From Ex. 12" WL easement to the prop. east F
2" PVC	2" PVC	204+00	204+00	From Ex. 12" WL easement to the prop. east F

*1 This easement only needs to be replaced in event that existing easement has been impacted by ROW take.

*2 Service line will be placed only for relocated meters. Easements will only be defined for pipe that is constructed before County transfers

EXHIBIT "H"

US 183 (SH 29 to the South Gabriel Drive) Anticipated CTSUD Retained Easements

Existing Pipe Size	Approx. Location of Retained Easements		Comments
	STA	STA	
18" DIP	SH 29 STA 7+81	SH 29 STA 20+50	North side of SH 29
2" PVC	SH 29 STA 27+50	SH 29 STA 32+00	North side of SH 29
4" PVC	64+50	85+50	East side of US 183
8" PVC	83+50	89+00	West side of US 183 just south of SH 29
18" DIP	83+50	89+00	West side of US 183 just south of SH 29
18" DIP	90+20	121+00	East side of US 183
18" DIP	121+00	190+00	West side of US 183
12" PVC	124+00	128+00	East side of US 183
12" PVC	140+90	217+80	East side of US 183
3" PVC	150+00	150+00	Crider Lane
In-kind PVC	172+80	172+80	LCRA Road

EXHIBIT "I"

US 183 (SH 29 to the South Gabriel Drive) Anticipated CTSUD East/West Easements

Proposed Encasement	Approx. Location of East/West Easements		Comments
	STA	STA	
24" Steel	163+00	163+00	From Ex. 12" WL easement to the prop. east R
24" Steel	180+00	180+00	From Ex. 12" WL easement to the prop. east R
24" Steel	194+00	194+00	From Ex. 12" WL easement to the prop. east R
24" Steel	207+00	207+00	From Ex. 12" WL easement to the prop. east R

EXHIBIT J

FORM OF MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

Between Chisholm Trail Special Utility District (the "District") and Williamson County, Texas (the "County"):

An "Interlocal Agreement Regarding Relocation of Water System Improvements (Highway 183)" (the "Agreement") dated _____, 2009 was entered into by the District and the County. The Agreement sets forth the terms and conditions pursuant to which the County agreed to relocate certain water system improvements of the District in conflict with proposed highway improvements to be constructed by the County. The Agreement further provides that certain lands to be acquired by the County for highway purposes include easements of the District, and that such easements (and the water system improvements previously constructed or to be constructed therein) will remain in place until such time as relocation is required as a result of conflicts with future highway improvements or operations. The easements held by the District to remain in place are more particularly described as follows:

See Attached Exhibit "A", which is incorporated herein for all purposes (hereinafter, the "Easements")

The Agreement specifically preserves the District's rights and interests in and to the Easements, and provides that the District's rights under the Agreement and the Easements (including the right to future relocation) shall survive the conveyance of right-of-way lands by the County, and shall be binding upon any successor-in-interest to the County that acquires lands in which the Easements are located.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Memorandum of Agreement effective as of the date of the last party to sign.

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____
Printed Name: _____
Title: _____
Date: _____

WILLIAMSON COUNTY, TEXAS:

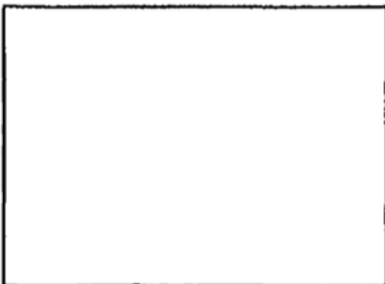
By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

 This Memorandum of Agreement was acknowledged before me on
 _____ by _____, Board President of
Chisholm Trail Special Utility District, a political subdivision of the state of Texas, on behalf of
said Chisholm Trail Special Utility District.

Dated: _____



(Use this space for notary stamp/seal)

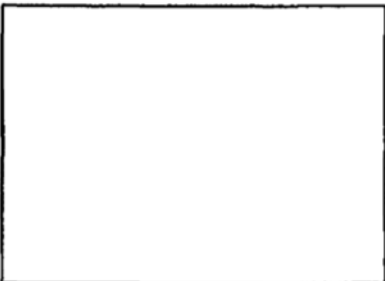
Notary Public
Print Name _____
My commission expires _____

STATE OF TEXAS)

COUNTY OF WILLIAMSON)

 This Memorandum of Agreement was acknowledged before me on
 _____ by _____, County Judge of
Williamson County, Texas, a political subdivision of the state of Texas, on behalf of said
Williamson County.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public
Print Name _____
My commission expires _____

Exhibit "A" To Memorandum of Agreement
List of Retained Easements and East-West Easements