

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 214 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 is and has been in the process of improving CR 214 (the "Project"); and

WHEREAS, the County is responsible for the relocation of utilities for the Project; and

WHEREAS, some of the proposed CR 214 roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate the District's existing water system improvements into new right-of-way in areas of conflict; and

WHEREAS, in connection with relocating the District's water system improvements into the right-of-way, the County has agreed that any relocation of the District's water system improvements that may be required due to conflicts with the right-of-way will be performed at the County's sole cost and expense; 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 the new CR 214 right-of-way.

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

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

1.03 "County" means Williamson County, Texas.

1.04 "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.

1.05 "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.

1.06 "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 May 21, 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.

1.07 "Existing Easements" means all easements held by the District within the Project Area authorizing the construction, ownership and operation of water improvements.

1.08 "Existing Waterline Improvements" means all existing water transmission line improvements owned and operated by the District within the Project Area, which will be abandoned in place in accordance with the terms and conditions of this 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, as said Project Area is more particularly identified in Exhibit "A" attached hereto.

1.11 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the improvements to CR 214 to be undertaken by the County within the Project Area.

1.12 "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; 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.

1.13 "Waterline Improvements" means the design and construction of those certain water transmission line improvements more particularly described herein, together with related facilities, equipment and appurtenances to replace the District's existing water transmission lines in the Project Area. If, during the course of the design and/or construction of the Roadway Improvements, it becomes apparent that the proposed Roadway Improvements would conflict with the design, operation, maintenance or repair of District facilities in addition those identified in this Agreement, then any such water system improvements that must be relocated will be deemed Waterline Improvements for purposes of this Agreement, and shall be relocated at the County's sole cost and expense.

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

1.15 "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 its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the County at the County's sole cost and expense; and to provide for the construction of new waterline improvements by the County, 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: the 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 continue 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 Water Line Replacement. The County hereby agrees to relocate, at its sole cost and expense, the District's existing water lines and related facilities, equipment and appurtenances located within the "Limits of Conflict" engineering stations identified in **Exhibit "B"**, attached hereto and incorporated herein, into the new County right-of-way. The Existing 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"**. The Waterline Improvements shall be constructed by the County within the new right-of-way acquired by the County. Any existing lines and related appurtenances outside the Limits of Conflict identified on **Exhibit "B"** will not be relocated unless relocation is necessitated during construction of, or as a result of conflicts with, the Roadway Improvements, in which event the facilities in conflict with the Roadway Improvements will be relocated into the new right-of-way at the sole cost and expense of the County, utilizing the same materials and capacity as the other Waterline Improvements. The County specifically agrees that it will not construct any Roadway Improvements within, or acquire public right-of-way that encompasses, any portion of the District's Existing Easements outside the "Limits of Conflict" identified on **Exhibit "B"**.

5.02 Reservation of Future Relocation Rights. The County agrees that any future relocation of the Waterline Improvements caused or necessitated by future road improvements or conflicts with the right-of-way will be undertaken solely at the County's expense. Except as otherwise agreed upon by the Parties, the future relocation shall take place in accordance with the same terms and conditions as set forth in this Agreement with respect to the Existing Waterline Improvements. Similarly, to the extent the District constructs any modifications or improvements to the Waterline Improvements, or additional waterline improvements within the

new right-of-way that must be subsequently relocated in the future because of conflicts with highway improvements or right-of-way, the County agrees to relocate said future improvements at the County's sole cost and expense. Any subsequent relocation of improvements required after initial relocation shall also be performed at the County's sole cost and expense.

5.03 Joint Use. 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 the highway right-of-way for highway and utility purposes. The District agrees to abide by reasonable terms and conditions specified by the County relating to the operation of its facilities within the right-of-way. In the event the District constructs additional water system improvements within the new right-of-way, the District will apply to the County for a utility installation permit in accordance with the County's standard rules. The County agrees to timely process such application, and further agrees to approve such permit application, provided the request meets or exceeds the County's published utility installation standards.

5.04 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 permanent loss of water service to any such customers. In the event that the construction of the Roadway Improvements or Waterline Improvements requires any water 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.

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) 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).

(c) 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.

(d) **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, in addition to 100% 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.

VII. CONVEYANCE

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 an 100% undivided ownership interest in the Waterline Improvements. The County shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII. DISPUTES

8.01 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.

8.02 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.

8.03 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.

IX. GENERAL PROVISIONS

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

9.02 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.

9.03 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. It is specifically acknowledged and agreed by the County that in the event of annexation by a municipality of any

portion of the Project Area such that the municipality assumes responsibility for the ownership and operation of the Roadway Improvements, the County shall transfer to the municipality all obligations of the County under this Agreement. In the event any such municipality refuses to pay the costs of future relocation of the Waterline Improvements in accordance with the terms of this Agreement, the County specifically agrees that it shall do so.

9.04 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.

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

9.06 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.

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

9.08 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.

9.09 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:

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

9.10 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
- Exhibit C - Budget for internal District Waterline Costs
- Exhibit D- Form of Bill of Sale


9.11 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.

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

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY
DISTRICT:


Secretary

By: 
Printed Name: GORDON EURON
Title: President

Date: 7/7/2009

ATTEST:

WILLIAMSON COUNTY:


County Clerk

By: 
Printed Name: J. A. GATTI
Title: County Judge

Date: 7-19-09

EXHIBIT "A"

PROJECT AREA MAP

CR 214, Phase 2A

Location Map

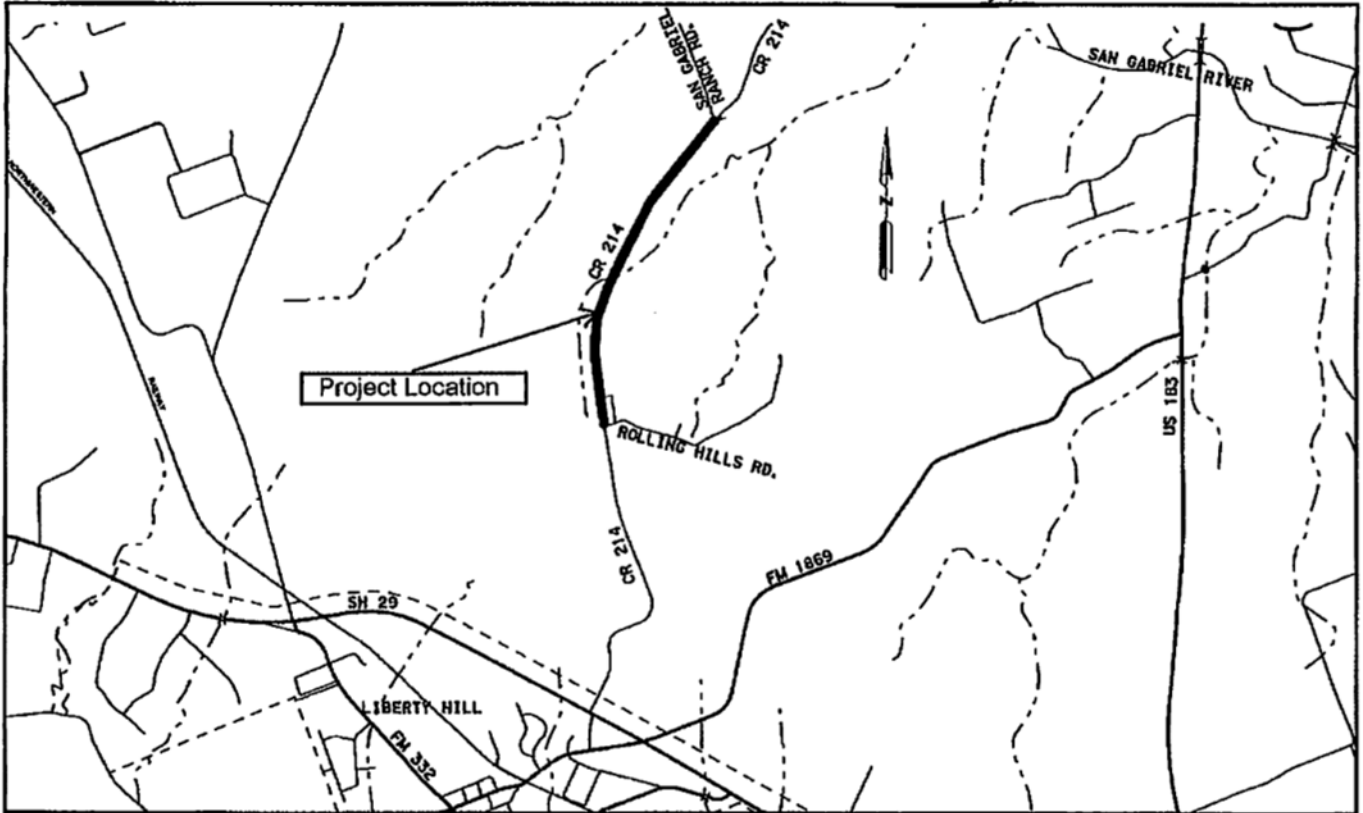


EXHIBIT "B"

CR 214 (Rolling Hills Rd to San Gabriel Ranch Rd) Anticipated CTSUD Relocation Limits

Existing Pipe Size	Proposed Pipe Size	Limits of Relocation to Clear Conflicts		Comments
		STA	STA	
8" PVC	8" PVC	71+10	83+30	Ex. 8" main
8" PVC	8" PVC	72+50	72+50	8" crossing of CR 214
18" STL	18" STL	72+50	72+50	18" open-cut steel encasement for

EXHIBIT "C"

BUDGET FOR INTERNAL DISTRICT WATERLINE COSTS

The District's administrative and employee costs for the Project will not exceed \$30,000 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: _____