

**INTERLOCAL AGREEMENT REGARDING  
RELOCATION OF WATER SYSTEM IMPROVEMENTS  
(Williams Drive Project - Phase 2)**

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 District and the County previously entered into that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated July 23, 2008 (the "Prior Agreement") setting forth the terms and conditions pursuant to which the County agreed to relocate certain water system improvements of the District in connection with the widening of a portion of Williams Drive located east of 4T Ranch Road; and

**WHEREAS**, the County now desires to proceed with "Phase 2" of the Williams Drive roadway improvement project generally located between 4T Ranch Road and Ronald Reagan Boulevard in Williamson County, and

**WHEREAS**, the proposed Phase 2 Williams Drive 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 a portion of the District's existing water system improvements into substitute water line easements; and

**WHEREAS**, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate a portion of the District's water system improvements between 4T Ranch Road and Ronald Reagan Boulevard into substitute easements in connection with the County's construction of the Phase 2 Williams Drive roadway 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 "Agreement"** means this Interlocal Agreement Regarding Relocation of Water System Improvements.

**1.02 "Betterment Area"** means the area(s) in which the Betterment Improvements would be located.

**1.03 "Betterment Costs"** means the incremental costs of construction of the Betterment Improvements within the Betterment Area to be determined in accordance with the alternative bidding procedure set forth in Section 6.04(b) of this Agreement.

**1.04 "Betterment Improvements"** means an increase in diameter of the Waterline Improvements that would be constructed by the County as part of the Project but only if the District elects to proceed with construction of the Betterment Improvements and pays 100% of the Betterment Costs.

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

**1.06 "County"** means Williamson County, Texas.

**1.07 "District Waterline Costs"** means all costs and expenses incurred by the District relating to or arising out of the Project, save and except the Betterment Costs. 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 costs and expenses incurred by the District related to acquisition of the Replacement Easements (including engineering, surveying, appraisal, condemnation, and legal costs and expenses); (iv) 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; 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 "D" without the County's prior written consent. The District Waterline Costs shall not include any costs relating to the Phase 1 Project, it being agreed by the Parties that such costs will be reimbursed by the County pursuant to the Prior Agreement.

**1.08 "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.

**1.09 "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 contract 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.

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

1.11 "Existing Waterline Improvements" means all existing water transmission line improvements and related facilities, equipment and appurtenances 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.

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

1.13 "Phase 1 Project" means the roadway improvements and waterline relocations improvements constructed, or to be constructed, under the Prior Agreement.

1.14 "Prior Agreement" means that certain "Interlocal Agreement Regarding Relocation of Water System Improvements" dated July 23, 2008.

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

1.16 "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.

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

1.18 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District at the County's sole cost and expense in the Project Area.

1.19 "Roadway Improvements" means the acquisition of additional right-of-way and construction of the improvements to Williams Drive to be undertaken by the County within the Project Area.

1.20 "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; 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.

1.21 "Waterline Improvements" means the design and construction of those certain 8-inch and 16-inch C905 DR25 PVC water transmission line improvements more particularly described on Exhibit "B" attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements 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. In the event the District elects for the County to construct the Betterment Improvements, then the Waterline Improvements shall be deemed to include the Betterment Improvements for purposes of this Agreement (provided the District shall be solely responsible for payment of the Betterment Costs).

## **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 some of its existing easement rights and waterline improvements within the Project Area; to provide for the acquisition of certain new waterline easements by the District 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.

**2.02 Condition Precedent.** The Parties' rights and obligations under this Agreement are subject to the execution of that certain Interlocal Agreement between the District and the County relating to the relocation of water system improvements along State Highway 195 (the "Highway 195 Relocation Agreement"). In the event that the Parties do not enter into both this Agreement and the Highway 195 Relocation Agreement on or prior to July 1, 2009, then both agreements shall be null and void for all purposes, regardless of whether one of the agreements has been executed prior to said date.

## **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. The District may include Betterment Improvements in the design, which will be separately identified as an alternative bid item in the Bid Documents.

**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 at the County's sole cost and expense.

(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 & Crossfields, 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 timely pay in full all such invoices directly to the vendors, and shall reimburse 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.

**5.02 Existing Easements.** 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 Existing Easements to the extent any of such easements encumber the Project Area. It is specifically agreed, however, that the District shall not release any easement rights that relate to any real property other than the Project Area, and the District shall not release any easement rights required for operation of facilities that are not being relocated under this Agreement. The County agrees that it shall not acquire any right-of-way for the Project that includes any District easements that are not being released under the terms of this Agreement. The District agrees to execute and record in the

Official Records of Williamson County a form of instrument releasing the Existing Easements in accordance with the terms and conditions of this Agreement.

**5.03 Release of Right of Way.** The County agrees that it will release all right of way lands, and otherwise convey (or cause to be conveyed) fee simple ownership of such lands back to the adjacent property owners, between Engineering Station 273+00 and 279+00, and between Engineering Station 299+50 and 302+00, such that no portion of the District's existing easements within such areas will be located within public right-of-way. The County agrees to accomplish such release and conveyance of right-of-way lands within 30 days after the Effective Date of this Agreement, and shall provide a copy of all instruments accomplishing such release and conveyance to the District simultaneously therewith.

**5.04 Shared Easements.** The District agrees to cooperate with the Pedernales Electric Cooperative ("PEC") to allow for the installation of PEC overhead lines within new District 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 Bid Documents shall seek alternative bids for construction of the Betterment Improvements in the Betterment Area. Specifically, the Bid Documents shall solicit alternate bids for construction of the Betterment Improvements (as the alternate bid) and the Waterline Improvements set forth on **Exhibit "B"** (as the base bid) in the Betterment Area for purposes of quantifying the Betterment Costs;

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

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



(vi) 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 30 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. Within 20 days after receipt of the bid tabulation, the District must inform the County in writing as to whether the District desires the County to include the Betterment Improvements in the construction contract. In the event that the District fails to respond within said 20 days period, then the County shall not include the Betterment Improvements in the Project. As more particularly described in Section 6.04(b)(i) below, the District must provide payment to the County in the amount of the Betterment Costs in the event the District elects to include the Betterment Improvements in the construction 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 (which shall be deemed to include the Betterment Improvements upon election of the District in accordance with Section 6.03(c) above), 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 associated with the construction of the Project, save and except the Betterment Costs.



**(b) Payment of Betterment Costs.**

(i) In the event that the District elects to include the Betterment Improvements within the Project, as described in Section 6.03(c) above, then the District agrees to provide payment to the County in the full amount of the Betterment Costs within ten (10) days of receipt of an invoice from the County, which invoice shall be sent by the County to the District only after the materials for the Betterment Improvements are delivered by the Project Contractor (it being the intent of the Parties that the County will not pay any County funds for the Betterment Costs, and all such costs shall be paid by the District at such time as the County receives an invoice for the costs from the Project Contractor). The County agrees to utilize the payment by the District for no purpose other than payment of the Betterment Costs. Upon request, the County shall provide to the District copies of pay applications and other documentation demonstrating that the District's payment has been used only for the Betterment Costs. In the event that any change orders incurred in response to unanticipated conditions encountered during construction relating to the Betterment Improvements (and not related to the Roadway Improvements) increase the costs of the Betterment Improvements, then the District agrees to provide payment to the County in the amount of such change order (as it relates to the Betterment Improvements) within 30 days of receipt of a written request.

(ii) The County will be responsible for payment of any and all costs and expenses associated with the construction of the Project other than the Betterment Costs.

**(c) Limits of Conflict.** The County agrees, at its sole cost and expense, to replace the Existing Waterline Improvements within the "Limits of Conflict" engineering stations shown on **Exhibit "B"** attached hereto and incorporated herein. 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"**, which waterline improvements shall be relocated into Replacement Easements abutting the limits of conflict. Any existing waterlines outside the limits of conflict identified on **Exhibit "B"** will not be relocated unless relocation is necessitated as a result of design or construction of the Roadway Improvements, in which event the existing facilities in such conflict areas will be relocated into Replacement Easements 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 acquire public right-of-way that encompasses any portion of the Existing Easements outside the "Limits of Conflict" identified on **Exhibit "B"** without relocating such improvements into new Replacement Easements secured at the County's expense in accordance with the same terms and conditions as other Existing Waterline Improvements are relocated as described herein.

**(d) 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).

(e) **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.

(f) **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, save and except payment of Betterment Costs, which shall be paid by the District to the County (for subsequent payment to the Project Contractor) in accordance with Section 6.04(b) above. The County shall also pay 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 "D" 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 County engineers to provide to the District a concurrence letter from the County 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 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.

**6.09 Waterline Improvements at Ronald Reagan Boulevard.** The Parties acknowledge that in connection with the prior construction of Ronald Reagan Boulevard, "casing pipe" was installed under the right-of-way at or near its intersection with Williams Drive. As part of the Waterline Improvements, the County agrees to cause the construction of new 16-inch water transmission line improvements to be installed between Engineering Stations 284+00 to 289+50, and the design of the Waterline Improvements will identify that portion of the waterline improvements to be installed within casing pipe.

## **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 "C".

**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. At the County's discretion, it may transfer any portion thereof to Georgetown.

## **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.

**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

**COUNTY:**

Williamson County  
710 Main Street, Suite 101  
Attn: Judge Dan A. 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 - Description of Waterline Improvements  
Exhibit C- Form of Bill of Sale  
Exhibit D- Budget for internal District Waterline Costs


**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.

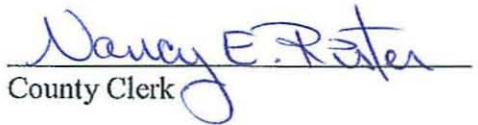
ATTEST:

  
Secretary


CHISHOLM TRAIL SPECIAL UTILITY  
DISTRICT:

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

ATTEST:

  
County Clerk

WILLIAMSON COUNTY:

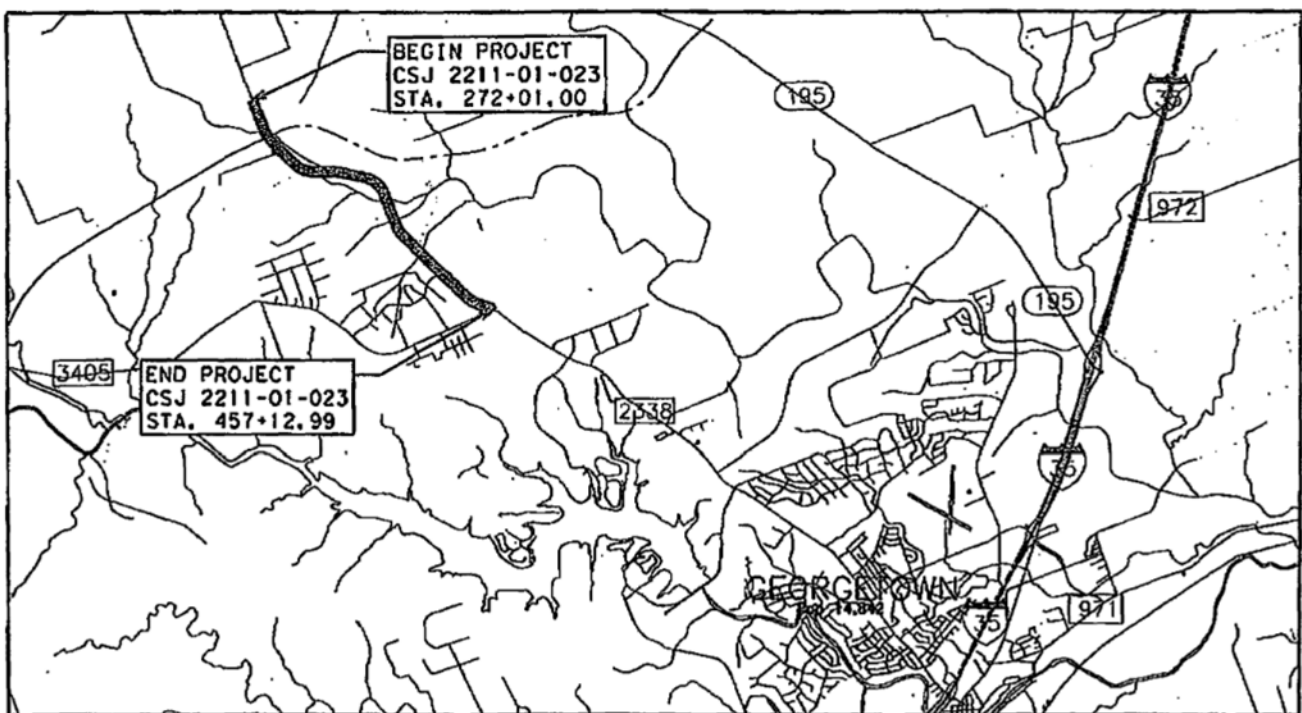
By:   
Printed Name: DAN A. GATTIS  
Title: County Judge  
Date: 7-13-09



## EXHIBIT "A"

### PROJECT AREA

The Project Area shall extend from Engineering Station 272+01 to Engineering Station 457+12.99, as such engineering stations are identified on the plans for the Project.



**EXHIBIT "B"**

**DESCRIPTION OF WATERLINE IMPROVEMENTS AND LIMITS OF CONFLICT**

**RM 2338 - PH II (Ronald Reagan to Four-T Ranch)**  
**Anticipated Relocation Limits**

Existing Pipe Size	Proposed Pipe Size	Limits of Relocation to Clear Conflicts		Comments
		STA	STA	
WATER LINE RELOCATIONS				
15" PVC	16" PVC	400+00	457+00	
15" PVC	16" PVC	348+00	368+00	
2" PVC & 6" PVC	8" PVC	404+50	404+50	Cross RM 2338 with 1-8" P 2" PVC to tie into existing 2
6" PVC	8" PVC	424+00	424+00	Crossing at E/W Ridgewood
2" PVC	8" PVC	432+50	432+50	Crossing west of Meadow D
15" PVC	16" PVC	284+00	289+50	Relocation of CTSUD water installed with Ronald Reagan
CONCRETE RIP-RAP/ENCASEMENT FOR EROSION PROTECTION				
15" PVC	N/A	326+00	326+50	County will extend proposed and beyond CTSUD's exist within the existing channel
15" PVC	N/A	337+50	337+80	CTSUD will concrete encas waterline



**EXHIBIT "C"**  
**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:

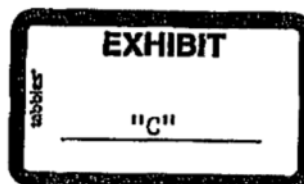
- a) the Facilities as described on Exhibit "A"; and,
- b) the Intangible Assets described on Exhibit "B."

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 "D"**

### **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.