

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(Ronald Reagan Phase IV Roadway Improvements at CR 234)**

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**".

Recitals

WHEREAS, the County desires to proceed with "Phase 4" of the Ronald Reagan Boulevard roadway improvement project in Williamson County, and

WHEREAS, the proposed Phase 4 Ronald Reagan roadway improvement project includes the acquisition of right-of-way and construction of roadway improvements near County Road 234 in an area where the District holds easement rights, and owns and operates water system improvements;

WHEREAS, the construction of the roadway improvements requires the relocation of the Districts' existing waterline improvements that are in conflict with the roadway, and the County has agreed to undertake such relocation at its sole cost and expense while undertaking the roadway improvements,

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's existing water system improvements in connection with the County's construction of the Phase 4 Ronald Reagan roadway improvements at County Road 234.

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 "Conflict Area" means the area in which the Ronald Reagan Boulevard right-of-way overlaps the Existing Easement and the Existing Waterline Improvements, as more particularly identified in Exhibit "A" attached hereto.

1.04 "County" means Williamson County, Texas.

1.05 "District 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 Costs shall include the following costs and expenses: (i) all costs and expenses incurred by the District for Waterline Design Work; (ii) 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 (iii) 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.

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

1.07 "Engineering Services Agreement" means the contract for engineering services relating to the Waterline Improvements entered into by the District and Halff Associates, Inc.. 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.

1.08 "Existing Easement" means the easement(s) held by the District in which the Existing Waterline Improvements are located.

1.09 "Existing Waterline Improvements" means the existing water transmission line improvements and related facilities, equipment and appurtenances owned and operated by the District that are located in the Conflict Area. A description of the Existing Waterline Improvements and their location are more particularly identified in Exhibit "A".

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

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

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

1.13 "Roadway Improvements" means the acquisition of right-of-way and construction of an extension of Ronald Reagan Boulevard to be undertaken by the County.

1.14 "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.

1.15 "Waterline Improvements" means the design and construction of the improvements to the District's water system to be undertaken by the Project Contractor as part of the Project, at the County's sole cost and expense, as more particularly described on **Exhibit "B"** attached hereto: (i) the installation of new 3-inch PVC water transmission line and related equipment and appurtenances in the Conflict Area; (ii) the construction of ____-inch encasement for such new water; and (iii) such actions as may be necessary to ensure the continuation of water service and operation of the Existing Waterline Improvements until the Waterline Improvements are completed and become operational. 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 additional District facilities, then any such additional water system improvements that must be relocated, modified, or protected will be deemed Waterline Improvements to be undertaken at the County's sole cost and expense for purposes of this Agreement.

II. STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the construction of water system improvements by the County, and at the County's sole cost and expense, in order to relocate the Existing Waterline Improvements that are in conflict with the Roadway Improvements.

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 periodic review of the status of construction of the Waterline Improvements;
- (iv) The review and approval of change orders relating to the construction of the Waterline Improvements;
- (v) The confirmation of final completion of construction of the Waterline Improvements; and
- (vi) 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 as set forth in Section 4.04 below. The costs of all Waterline Design Work shall qualify as District Waterline Costs for purposes of this Agreement, and the County shall reimburse the District for 100% of the payment made by the District for such services in accordance with Section 4.04 below.

(b) The County shall pay all engineering and design costs relating to the Project other than those initially paid by the District for the Waterline Improvements. By way of example and without limitation, the County shall pay all engineering and design costs relating to the Roadway Improvements.

4.04 Reimbursement of District Waterline Costs. Upon the District's approval of each invoice for the Waterline Design Work, 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, the District shall identify any additional District Waterline Costs incurred by the District relating to the Project for which the County is responsible for payment. 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 Existing Easements. The Parties acknowledge and agree that the District shall not release any existing easement rights in the Conflict Area, and the Existing Easement shall remain in full force and effect for all purposes. The County specifically acknowledges and agrees as follows with respect to the Existing Easement:

(i) The County agrees that the District is not releasing, relinquishing, waiving or abandoning any of its rights or interests under the Existing Easement in whole or in part, and all such rights and interests shall remain in full force and effect notwithstanding the prior or future acquisition of right-of-way lands by the County.

(ii) The County further acknowledges and agrees that the District acquired its rights under, and interests to, the Existing Easement prior to the date on which the County secured or will secure public right-of-way for the Project, and specifically acknowledges and agrees that the lands within the Existing Easement did not constitute public right-of-way at the time the District secured the Existing Easement.

(iii) 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 Existing Easement.

(iv) In the event the County does not authorize the Existing Waterline Improvements or the Existing Easement to remain in place, or prohibits the District from exercising any rights under the Existing Easement (including the construction of additional improvements within the Existing Easement), then the County agrees to pay

all costs and expenses associated with relocating the District's facilities or construction of new facilities in a location that does not conflict with the County right-of-way, including the costs of acquisition of new easements.

(v) The County agrees that the District is not releasing its rights to future relocation of the Waterline Improvements (and for any additional facilities constructed within the Existing Easement) at the sole cost and expense of the entity requiring future relocation, and the District expressly reserves such rights.

(vi) The County acknowledges and agrees that the District shall retain all rights to enforce the terms of the Existing Easement, and this Agreement does not constitute any waiver or relinquishment of any such rights.

(vii) The District shall have no obligation to repair or replace any damage to the Roadway Improvements caused by the exercise of the District's rights under the Existing Easement, and the County expressly releases the District from any liability or costs associated therewith.

(viii) The County agrees that it shall not authorize or permit any other parallel subsurface utilities to be located within the Existing Easement.

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 Existing Waterline Improvements shall be kept operational, and water service to existing customers of the District from such facilities shall continue, until the Waterline Improvements are completed, become operational, and are accepted;

(ii) The design of the Waterline Improvements within the Bid Documents shall be in the form prepared 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 part of the Bid Documents as they relate 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.

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 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's representatives on the Project Committee 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's representatives fail 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 or impact 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. 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 Project engineers 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 the Existing Easement.

(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 as Existing Water Line Improvements or Waterline Improvements in this Agreement.

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.

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 8.01 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.

8.04 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code § 271.159.

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
P.O. Box 249
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 - Conflict Area and Description of Existing Waterline Improvements
Exhibit B - Waterline Improvements
Exhibit C - Form of Bill of Sale

Exhibit D- Internal Administrative Cost Budget

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: _____
Title: President
Date: _____

ATTEST:

WILLIAMSON COUNTY:

Nancy E. Ruster
County Clerk

By: [Signature]
Printed Name: _____
Title: County Judge
Date: 05-19-2011

EXHIBIT "A"

**CONFLICT AREA AND DESCRIPTION OF EXISTING WATERLINE
IMPROVEMENTS**



- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - EXISTING WATER LINE
 - EXISTING WATER VALVE
 - EXISTING WATER METER

HALFF
 800 WEST BAYVIEW, SUITE 400
 ALFRED, TEXAS 79739
 TEL (512) 853-4141
 FAX (512) 853-4141

**RONALD REAGAN BLVD
 IMPROVEMENTS**
 AT CR 234
 CERRILLO AND WILLIAMSON COUNTY, TX & LA

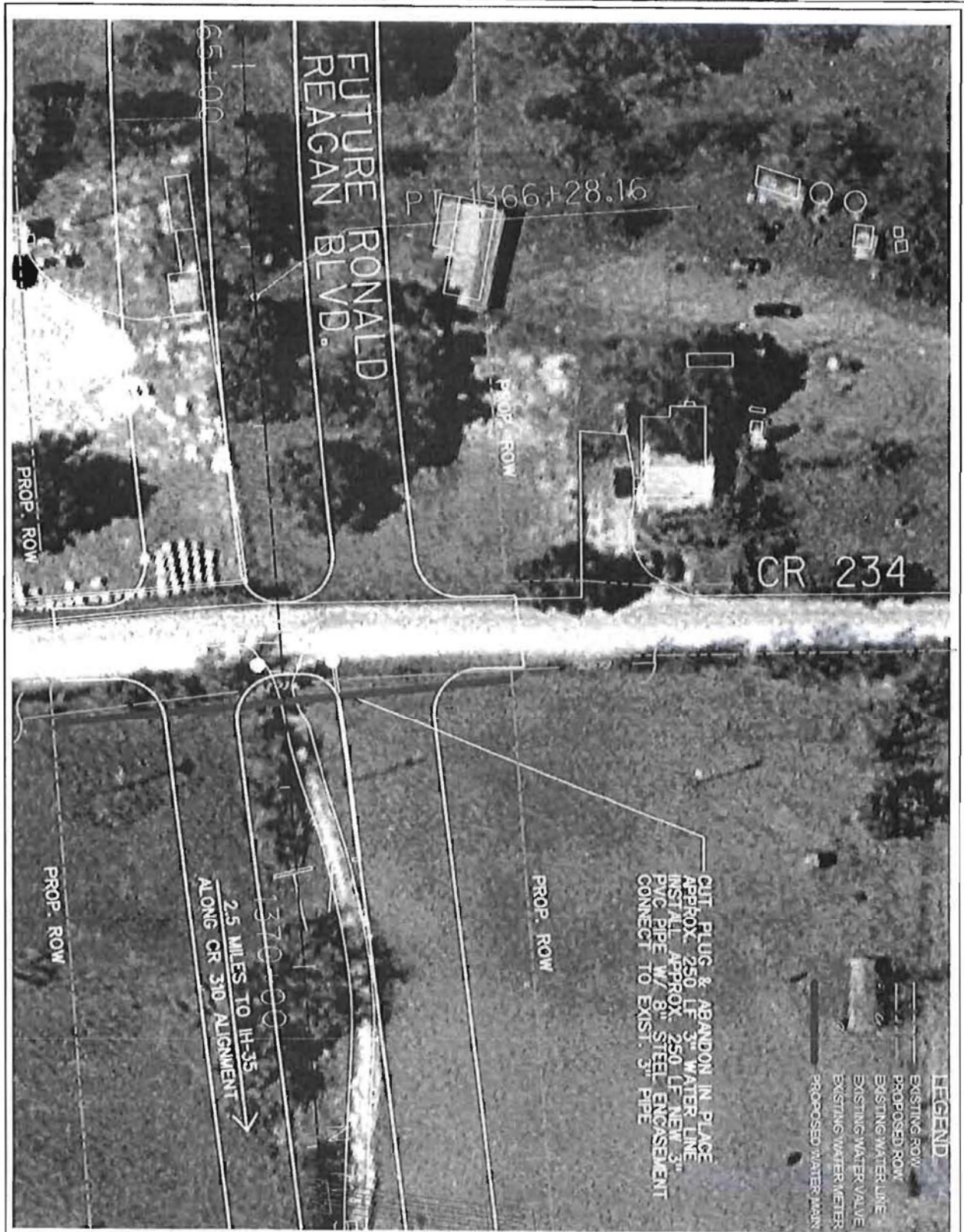


HALFF ASSOCIATES, INC.
 ENGINEERS & ARCHITECTS
 1000 WEST BAYVIEW, SUITE 400
 ALFRED, TEXAS 79739
 TEL (512) 853-4141
 FAX (512) 853-4141

28102
 04/27/11
 Drawn By: AC
 Checked By: NS
 Scale: 1" = 50'
 Sheet Title
EXHIBIT A
PROJECT AREA
RONALD REAGAN BLVD.
AND CR 234

EXHIBIT "B"

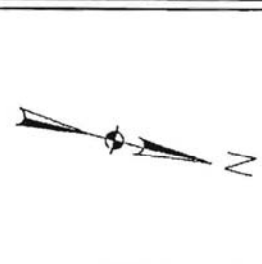
WATERLINE IMPROVEMENTS



- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - EXISTING WATER LINE
 - EXISTING WATER VALVE
 - EXISTING WATER METER
 - PROPOSED WATER MAIN

CUT, PLUG & ABANDON IN PLACE
 APPROX. 250 LF 3" WATER LINE
 INSTALL APPROX. 250 LF NEW 3"
 PVC PIPE W/ 8" STEEL ENCASEMENT
 CONNECT TO EXIST. 3" PIPE

2.5 MILES TO IH-35
 ALONG CR 310 ALIGNMENT →



HALFF
 400 WEST BRADY LANE, SUITE 200
 FARMINGTON, AR 72630
 TEL: 501-223-8744
 FAX: 501-223-8744

**RONALD REAGAN BLVD
 IMPROVEMENTS**
 AT CR 234
 GIBBS AND WILLIAMSON COUNTY, EX 18A

HALFF ASSOCIATES, INC.
 ENGINEERS - CIVIL/TRANSPORTATION
 FIELD OFFICE - FOR INTERIM REVIEW ONLY
 187722 4/23/11

28102
 Drawn By: GC
 Checked By: NIS
 Scale: 1"=50'
 Sheet Title
 EXHIBIT B
 WATER IMPROVEMENTS
 RONALD REAGAN BLVD.
 AND CR 234

EXHIBIT "C"

FORM OF 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 _____, 2011, 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: 05-19-2011

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.