INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
(CR 245 Realignment 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"**.

Recitals

WHEREAS, the County desires to realign County Road 245 ("CR 245") in Williamson County, and

WHEREAS, the proposed CR 245 realignment project includes the acquisition of right-of-way and roadway improvements in areas where 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 new water line easements to be located adjacent to CR 245, as realigned; 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 into substitute easements in connection with the County's construction of the CR 245 roadway realignment 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 "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, whether before or after the Effective Date of this Agreement; (ii) 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); (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 incurred by the District locating its existing waterline improvements in the vicinity of the Roadway Improvements, regardless of whether such costs were incurred before or after the Effective Date of this Agreement; (v) all costs and expenses incurred by the District or third parties to repair or replace landscaping in the Existing Easements in connection with the Project or identifying the District's existing facilities, whether incurred before or after the Effective Date of this Agreement; and (vi) 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.

1.05 "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.

1.06 "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.

1.07 "Existing 2-Inch Waterline Improvements" means the District's existing 2-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned by the District under the terms of this Agreement, as depicted on **Exhibit "E"** attached hereto.

1.08 "Existing 6-Inch Waterline Improvements" means the District's existing 6-inch waterline improvements and related facilities, equipment and appurtenances to be abandoned and relocated into the Replacement Easements under the terms of this Agreement, as depicted on **Exhibit "E"** attached hereto.

1.09 "Existing Easements" means the easements held by the District in which the Existing Waterline Improvements are located, as more particularly identified in **Exhibit "F"** attached hereto.

1.10 "Existing Waterline Improvements" means all existing water line improvements and related facilities, equipment and appurtenances owned and operated by the District that will be abandoned in place in accordance with the terms and conditions of this Agreement. The

Existing Waterline Improvements consist of the following: (i) the Existing 6-Inch Waterline Improvements; and (ii) the Existing 2-Inch Waterline Improvements. The Existing Waterline Improvements are identified in **Exhibit "E"**.

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

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

1.13 "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.

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

1.15 "Replacement Easements" means the twenty (20') feet wide easements to be acquired by the District in the Project Area in which the Waterline Improvements shall be constructed. The County shall be responsible for 100% of all costs and expenses incurred by the District in connection with securing the Replacement Easements. The general location of the Replacement Easements are depicted in **Exhibit "G"**.

1.16 "Roadway Improvements" means the acquisition of right-of-way and realignment of CR 245 to be undertaken by the County within the Project Area.

1.17 "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.

1.18 "Waterline Improvements" means the design and construction of those certain 6-inch PVC water transmission line improvements within the Project Area, as more particularly described on **Exhibit "B"** attached hereto, together with related facilities, equipment and appurtenances to replace the Existing Waterline Improvements. The Waterline Improvements shall also include the improvements associated with disconnecting any customer(s) that receive service from the Existing Waterline Improvements and connecting the customer(s) to the District's water system for the continuation of water service, regardless of whether such customers are located within 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 additional District facilities, then any such additional water system improvements that must be relocated will be deemed Existing Waterline Improvements to be relocated 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 District to abandon that portion of its Existing Easements and Existing Waterline Improvements within the Project Area; to provide for the acquisition of Replacement Easements by the District; and to provide for the construction of new Waterline Improvements by the County, all so that the County may proceed with the Roadway Improvements as promptly as practicable.

III.
PROJECT COMMITEE

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 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, including reimbursing the District's costs for the Waterline Design Work. 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 Replacement Easements.

(a) The District shall secure all Replacement Easements at the sole cost and expense of the County. The County agrees to pay all costs and expenses incurred by the District in connection with securing the Replacement Easements. All such costs and expenses shall qualify as District Waterline Costs for purposes of this Agreement.

(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 may change legal consultants at any time under the District's sole discretion.

(c) The District shall request its engineering, surveying and appraisal consultants that provide services relating to the acquisition of the Replacement Easements 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).

(d) In the event of termination of the District's contract with Sheets & Crossfield or any other consultant that provides services relating to the acquisition of the Replacement Easements such that the District commences paying the successor consultant directly for its services, 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. The District agrees to release all Existing Easements to the extent any of such easements encumber the Project Area at such time as: (i) the District receives all Replacement Easements; and (ii) the Waterline Improvements have been completed by the County, are operational, and have been accepted by the District. 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 or abandoned 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 upon request of the County.

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. Construction of the Waterline Improvements shall not commence until the Replacement Easements have been secured.

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.

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) **Expansion of Project Area.** The Parties agree that the Existing Waterline Improvements will be abandoned-in-place and replaced with Waterline Improvements of the type, size, and in the locations more particularly described in **Exhibit "B"**, which waterline improvements shall be constructed within Replacement Easements. Any existing waterlines other than those identified on **Exhibit "E"** 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 additional 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 Project Area 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 in the Project Area are relocated as described herein.

(c) **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).

(d) **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 the Waterline Improvements) will be made in the County's sole discretion.

(e) **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 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.

(a) 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 "E"** to this Agreement.

(b) The District agrees to abandon the Existing 2-Inch Waterline Improvements so that the County will not incur the cost of relocation of such improvements. Abandonment of the Existing 2-Inch Waterline Improvements will require that the customers that currently receive water service from the Existing 2-Inch Waterline Improvements be connected to the Existing 6-Inch Waterline Improvements, the Waterline Improvements, and/or other District facilities. The design for the Waterline Improvements shall include all improvements required to accomplish such disconnection and connection. The Country shall pay all costs and expenses associated therewith as District Waterline Costs.

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.

(d) The Parties agree that this Agreement constitutes a written contract for goods and services for purposes of Subchapter I, Chapter 271, Texas Local Government Code.

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
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
Exhibit E-	Existing Waterline Improvements
Exhibit F-	Existing Easements
Exhibit G-	Replacement Easements

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:

Nancy E. Rister
County Clerk

WILLIAMSON COUNTY:

By:_____
Printed Name:_____
Title: County Judge

Date: 05-19-2011

EXHIBIT "A"

PROJECT AREA

HALFF

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX

HALFF ASSOCIATES, INC
ENGINEERS • SURVEYORS • SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review only and not intended for Regulatory Approvals, Permit, Bidding, or Construction purposes. They were prepared by or under the supervision of:

Noah S. Shaffer 107722 4/27/11
Type or Print Name PE# Date

Project No.:	23129
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT A
PROJECT AREA
CR 245 & RM 2338

EXHIBIT "B"

DESCRIPTION OF WATERLINE IMPROVEMENTS

HALFF

CR 245 REALIGNMENT

AT RM 2338

CTSUD AND WILLIAMSON COUNTY, TX II A

HALFF ASSOCIATES, INC.
ENGINEERS • SURVEYORS • SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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Noah S. Shaffer 107722 4/27/11
Type or Print Name PE# Date

Project No.:	28129
Issued:	04/27/11
Drawn By:	BC
Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT B
WATER IMPROVEMENTS
CR 245 & RM 2338

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 _____. 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: _____

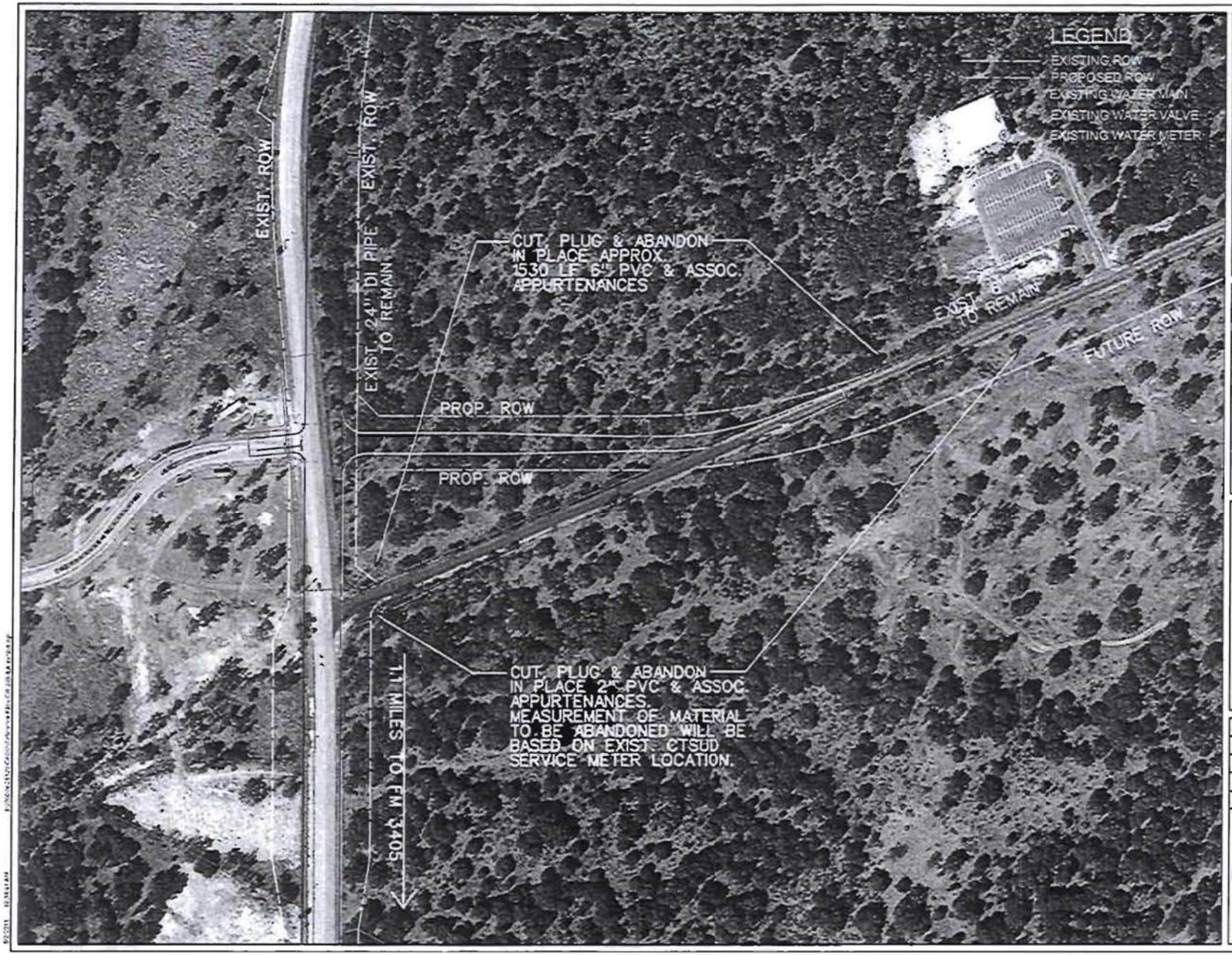
EXHIBIT "D"

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.

EXHIBIT "E"

EXISTING WATERLINE IMPROVEMENTS



HALFF

CR 245 REALIGNMENT
AT RM 2338
CTSUD AND WILLIAMSON COUNTY, TX ILA

HALFF ASSOCIATION, INC.
ENGINEERS - SURVEYORS - SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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Project No.:	28129
Issued:	04/27/11
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Checked By:	NS
Scale:	1"=200'

Sheet Title

EXHIBIT E
EXISTING IMPROVEMENTS
CR 245 & RM 2338

EXHIBIT "F"

EXISTING EASEMENTS

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EXHIBIT F
EXISTING EASEMENTS
CR 245 & RM 2338

EXHIBIT "G"

REPLACEMENT EASEMENTS

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EXHIBIT G
REPLACEMENT
EASEMENTS
CR 245 & RM 2338