

**INTERLOCAL AGREEMENT
FOR COMPLETING DESIGN SERVICES AND CONSTRUCTION
RELATED TO RELOCATION OF GEORGETOWN WATER LINE IMPROVEMENTS
ALONG COUNTY ROAD 258**

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 the City of Georgetown, Texas, a Texas municipal corporation (the “**City**”) and Williamson County, a political subdivision of the State of Texas (the “**County**”). In this Agreement, the City and the County are sometimes individually referred to as “**a Party**” and collectively referred to as “**the Parties**”.

WHEREAS, the County is and has been in the process of making road improvements to County Road 258 between US 183 to 500ft east of Sunset Ridge (the “**County Project**”); and

WHEREAS, the proposed CR 258 roadway improvements include the widening of the right-of-way into an easement in which the City’s water system improvements (the “**Waterline**”) are located; and

WHEREAS, in connection with the construction of the roadway improvements, the County desires to relocate a portion of the Waterline (the “**City Project**”); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the roadway improvements and the Waterline Relocation; and

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.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the County’s relocation and construction of the Waterline required by the County Project, based on the terms and conditions as stated herein.

1.02 Relocation of Waterline. The County will relocate the Waterline based on the terms and conditions stated herein.

1.03 Continuation of Service. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing City customers and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF CITY PROJECT

2.01 General. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the City Project.

2.02 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding, project management and all other costs related to the City Project. The City Project will be bid and constructed concurrently with the County Project.

2.03 Construction Plans The County has submitted the plans and specifications related to the City Project to the City. A copy of the plans are attached hereto as Exhibit "A." Any changes or modifications to the plans will be submitted to the City for review and approval prior to commencing construction.

2.04 Inspection and Maintenance. County shall notify the City in writing five days prior to commencement of construction of the Waterline. The City may inspect the Waterline during construction. Upon receipt of notification from the City that the City's inspectors determine the construction by the County is not in accordance with the approved project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the City. After acceptance, the City shall own and operate the waterline.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the Project to name the City as an additional insured on any policies related to the City Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the City for the City Project in amounts satisfactory to the City. The County shall transfer any warranties for the City Project to the City upon final completion and acceptance of the project.

2.07 Prior Rights. The City's Waterline will be relocated from its current alignment within the existing City easements to a new location within the CR 258 right-of-way. Concurrent with this Agreement, both parties shall execute an amendment to the easement(s) as identified in **Exhibit "B"** (Effected Easement(s)), in a form substantially similar to **Exhibit "C"**, which shall amend the easement area(s) of the Effective Easement(s) to correspond with location of the line location as approved per section 2.03. The City shall retain all of the same rights in the area within the right of way limits as the City had in the easement prior to the relocation of Waterline.

III. DISPUTES

3.01 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.

3.02 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 4.01 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.

3.03 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.

IV. GENERAL PROVISIONS

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

4.02 NO LIABILITY OR WARRANTY OF SERVICES. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. GEORGETOWN AGREES AND ACKNOWLEDGES THAT WILLIAMSON COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT GEORGETOWN MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY GEORGETOWN, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER GEORGETOWN RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

4.03 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the City Project and acceptance of the public improvements by Georgetown.

4.04 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.

4.05 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.

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

4.07 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.

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

4.09 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.

4.10 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:

GEORGETOWN: P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: City Manager
Telephone: (512) 930-3652
Facsimile: (512) 930-3559
Email: david.morgan@georgetown.org

COUNTY: 710 S. Main Street, Georgetown, Texas 78626
Attn: William Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

4.11 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.

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

4.13 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF GEORGETOWN, TEXAS

By: _____
Josh Schroeder, Mayor

ATTEST:

Approved as to form:

By: *Robyn Densmore*
Robyn Densmore City Secretary

By: *Skye Masson*
Skye Masson, City Attorney


THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 11 day of October, 2022, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of said city.



Karen Frost
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: 
William Gravell, Jr., County Judge

ATTEST:

By: 
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 27th day of
October, 2022, by William Gravell, Jr., County Judge of Williamson County, Texas, on
behalf of said County.





Notary Public, State of Texas

Exhibit "A"

Construction plans

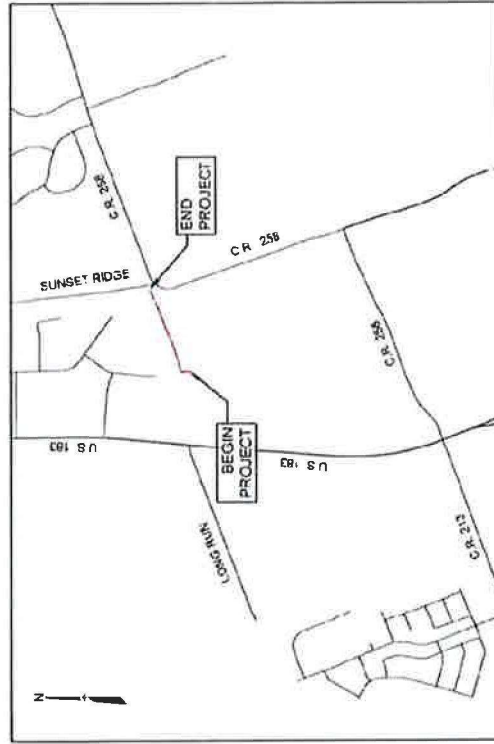


INDEX OF SHEETS

- C-001 TITLE SHEET
- C-002 GENERAL NOTES
- C-003 SUMMARY OF WATERLINE QUANTITIES
- C-100 KEY MAP
- C-101-103 WATERLINE 'A' PLAN AND PROFILE SHEETS
- C-104 WATERLINE 'B' PLAN SHEET
- C-105 WATERLINE 'B' PROFILE SHEET
- C-201 WATER ADJUSTMENTS
- C-501-504 STANDARD DETAILS

WILLIAMSON COUNTY
CR 258 EXTENSION
COG 12" AND 4" WATER LINE RELOCATIONS
100% SUBMITTAL

TOTAL LENGTH OF PROJECT: 1,489 LF
PROJECT LIMITS: FROM APPROXIMATELY 1100 FEET EAST OF US 183 TO SUNSET RIDGE DRIVE
CONSTRUCTION OF 12" WATER MAINS, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS,
INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES



VICINITY MAP
(NOT TO SCALE)

OWNER INFORMATION
OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626
CONTACT
CHRIS POJUSSON
512-930-8162
DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
CONTACT
KRISTEN VAN HOOSIER, P.E.
512-834-9758

SUBMITTED FOR APPROVAL:



KRISTEN VAN HOOSIER, P.E.
COBBFENDLEY, INC.
8/29/2021 DATE

APPROVALS:

[Signature] 8-13-21
DATE

CITY OF GEORGETOWN, TEXAS

REV.	REVISION DESCRIPTION	DATE	BY	DATE

CobbFendley
TSPE NO. 274 / TSPLS NO. 10045701
505 EAST HUNTLAND DRIVE, SUITE 100
AUSTIN, TEXAS 78752
512-334-9798 / FAX 512-834-9553
WWW.COBBFENDLEY.COM

REV	NO.	REVISION DESCRIPTION	BY	DATE

Cobbendley
 550 EAST HUNTERS DRIVE, SUITE 100
 FORT WORTH, TEXAS 76102
 WWW.COBBERENDLEY.COM
 817.334.0100 FAX 817.334.1771

SUMMARY OF WATERLINE QUANTITIES
 CR 258 EXTENSION
 GEORGETOWN, TEXAS



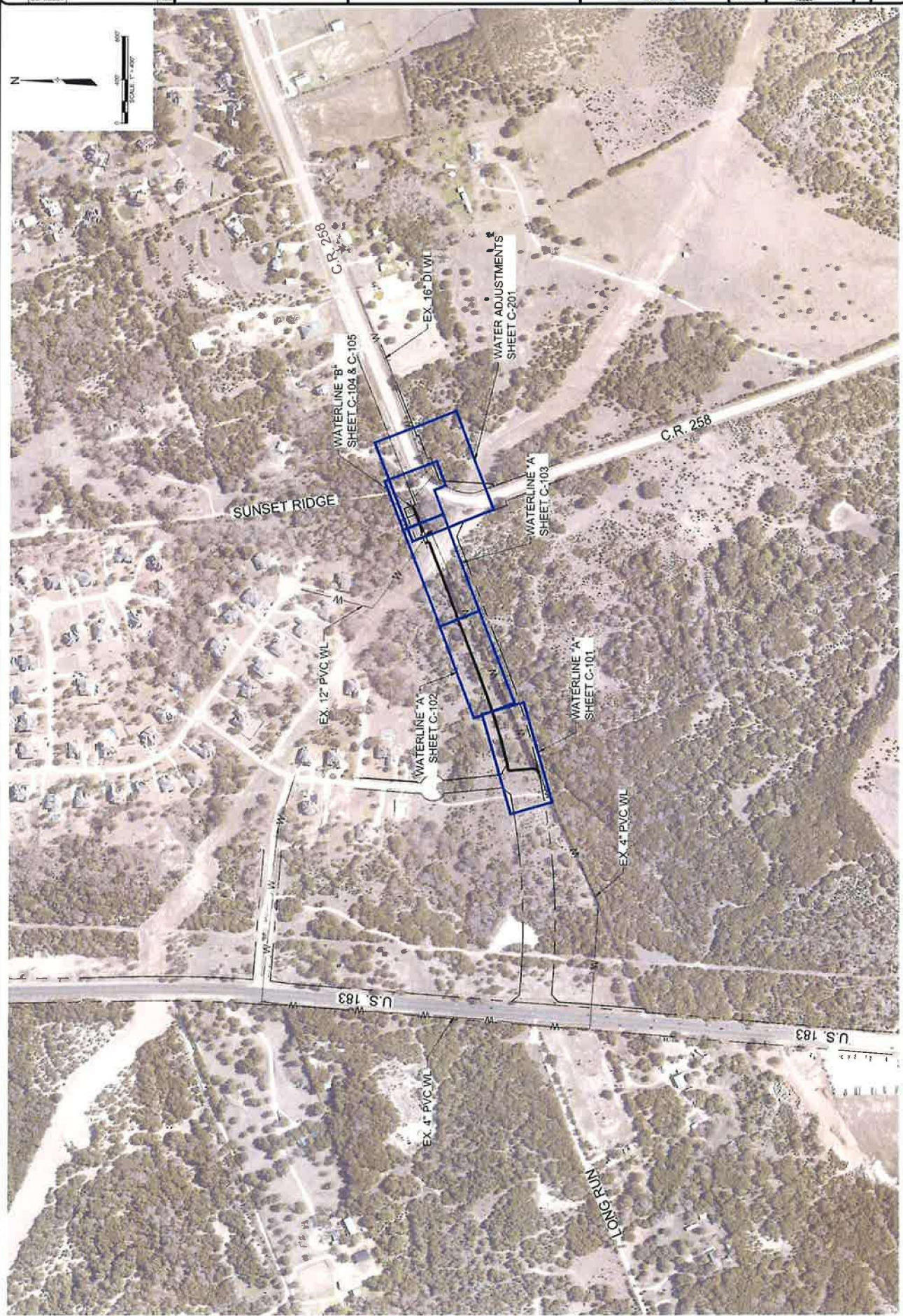
PROJ. NO. 2013-000001
 DESIGN: K. VANCOIL
 CHECK: L. FRIZZ
 DATE: MAY 14, 2023

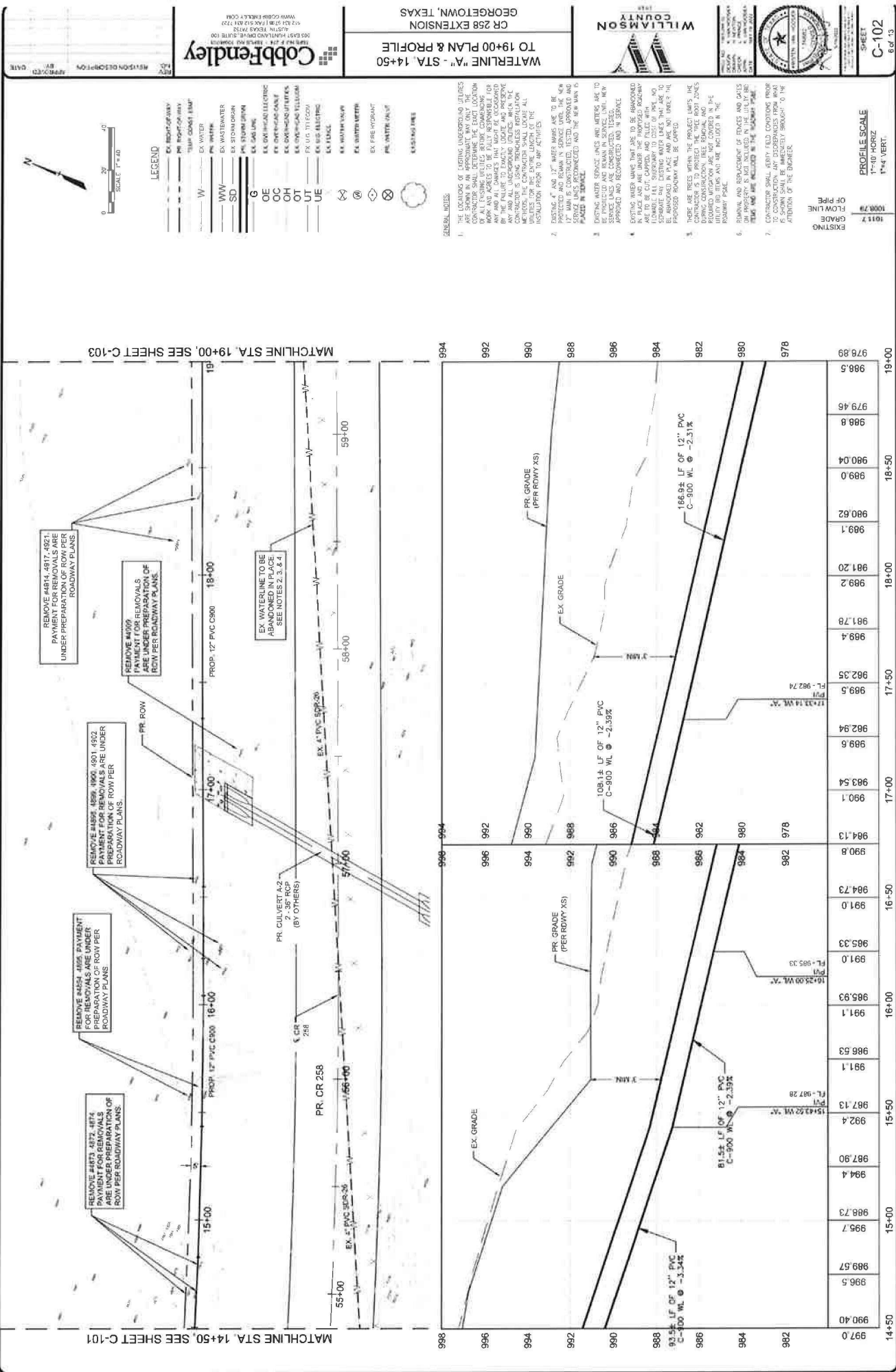
SUMMARY OF WATERLINE QUANTITIES

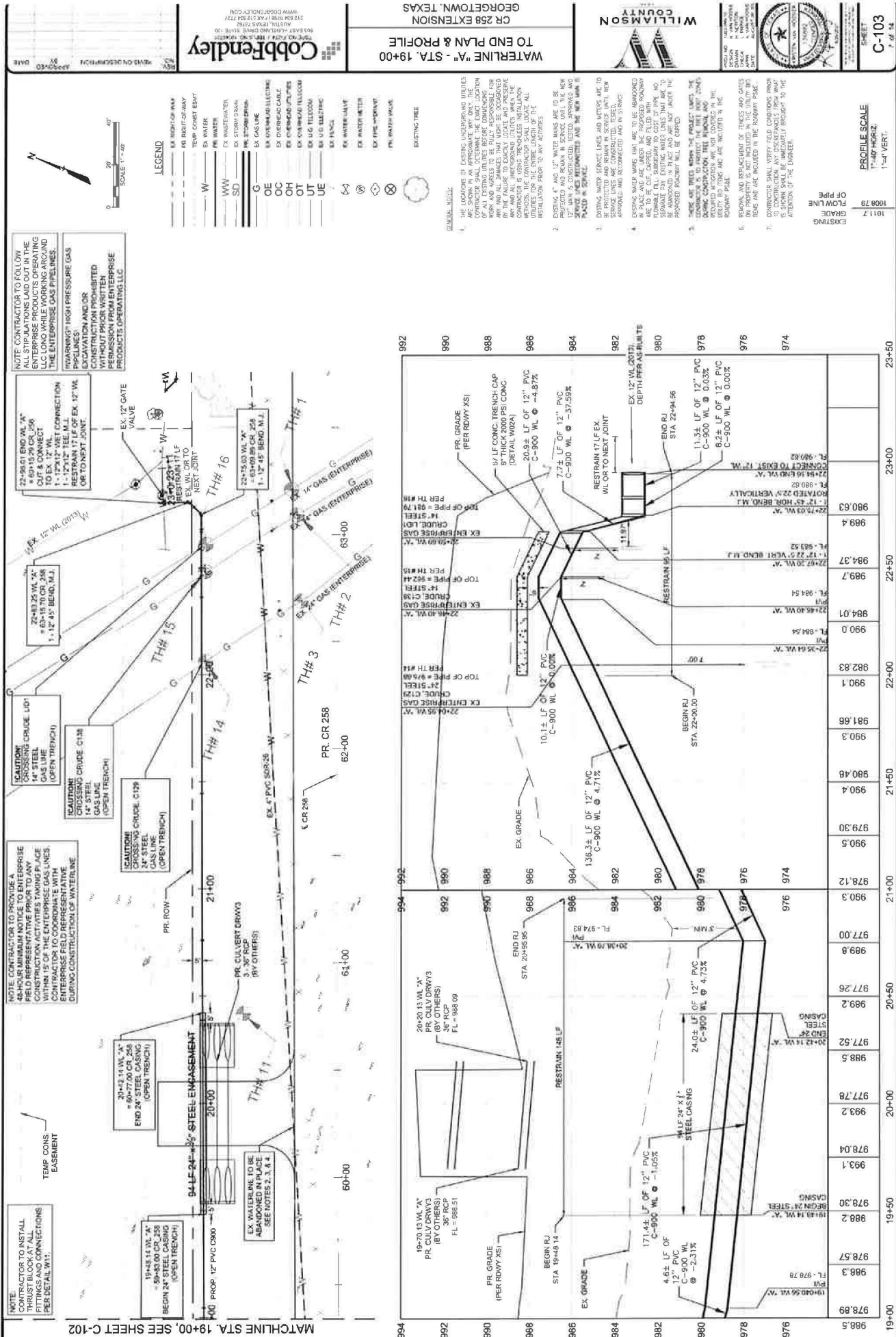
LOCATION	CIP11.06.B Trench Excavation Safety Protection System (All Depths)	G4.05.C Concrete Trench Cap (6" Thick, 2000 PSI)	G6.09 Protective Fencing Type A Chain Link Fence	W1.17.A Ductile Iron Fittings	W1.17.A.2 Pipe, 2" Dia. HDPE, Complete in Place, Including Excavation and Backfill	W1.17.A.6 Pipe, 6" Dia. DI CL-350 (Restrained), Complete in Place, Including Excavation and Backfill	W2.10.A.R.4 Pipe, 4" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	W2.10.A.R.12 Pipe, 12" Dia. PVC C-900 (Restrained), Complete in Place, Including Excavation and Backfill	W2.10.A.12 Pipe, 12" Dia. PVC C-900, Complete in Place, Including Excavation and Backfill	W2.10.B4X4 Wet Connections, 4"x4"	W2.10.B12X12 Wet Connections, 12"x12"	W3.21.A12 Valves, Gate 12" Dia.
	LF	CY	LF	TON	LF	LF	LF	LF	LF	EA	EA	EA
C-101	437.00			0.25	7.00	2.00	203.00	225.00		1		1
C-102	450.00							450.00				
C-103	395.00	5.00		0.21			243.00	152.00			1	
C-104 & C-105	207.00			0.36	81.00		127.00				2	
C-201			25.00									
PROJECT TOTALS	1489.00	5.00	25.00	0.82	81.00	2.00	573.00	827.00		1.00	3.00	1.00

SUMMARY OF WATERLINE QUANTITIES

LOCATION	W3.21.A.FH Fire Hydrant Assembly, Including 6" Gate Valve and Fittings	W4.04.4 Encasement Pipe, 4" Dia., PVC	W4.04.24 Encasement Pipe, 24" Dia., Steel	SP.W2.10.C Relocating Existing Service as New Service, and Connecting New Service to Existing Private Service, Complete and In Place; Relocation and New Connection shall include the cost of private side plumbing coordination and labor for connection to new meter location, driveway trench repair, licensed plumber mobilization and relocation, permit and inspection fees, and all other incidentals necessary to complete the connection to the new meter locations	SP.W2.10.D4 Restraining Existing PVC Pipe, 4" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	SP.W2.10.D12 Restraining Existing Pipe, 12" Diameter; Includes bell joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length called for on the plans, but shall be restrained up to the next joint	SP.W2.10.E4 4" Transition Kit from PVC C-900 to PVC SDR-26	SP.W3.21.E Adjust existing water valve riser box to final grade	SP.W3.21.F Adjust existing fire hydrant to final grade	SP.W3.21.G Adjust existing air vent pipe to final grade	SP.WW1.13.C Major Manhole Height Adjustment
	EA	LF	LF	EA	EA	EA	EA	EA	EA	EA	EA
C-101	1		60.00		1		1				
C-102											
C-103			94.00		1						
C-104 & C-105		32.00	12.00	1		2					
C-201								4	1	1	2
PROJECT TOTALS	1.00	32.00	166.00	1.00	1.00	3.00	1.00	4.00	1.00	1.00	2.00











107

LEGEND

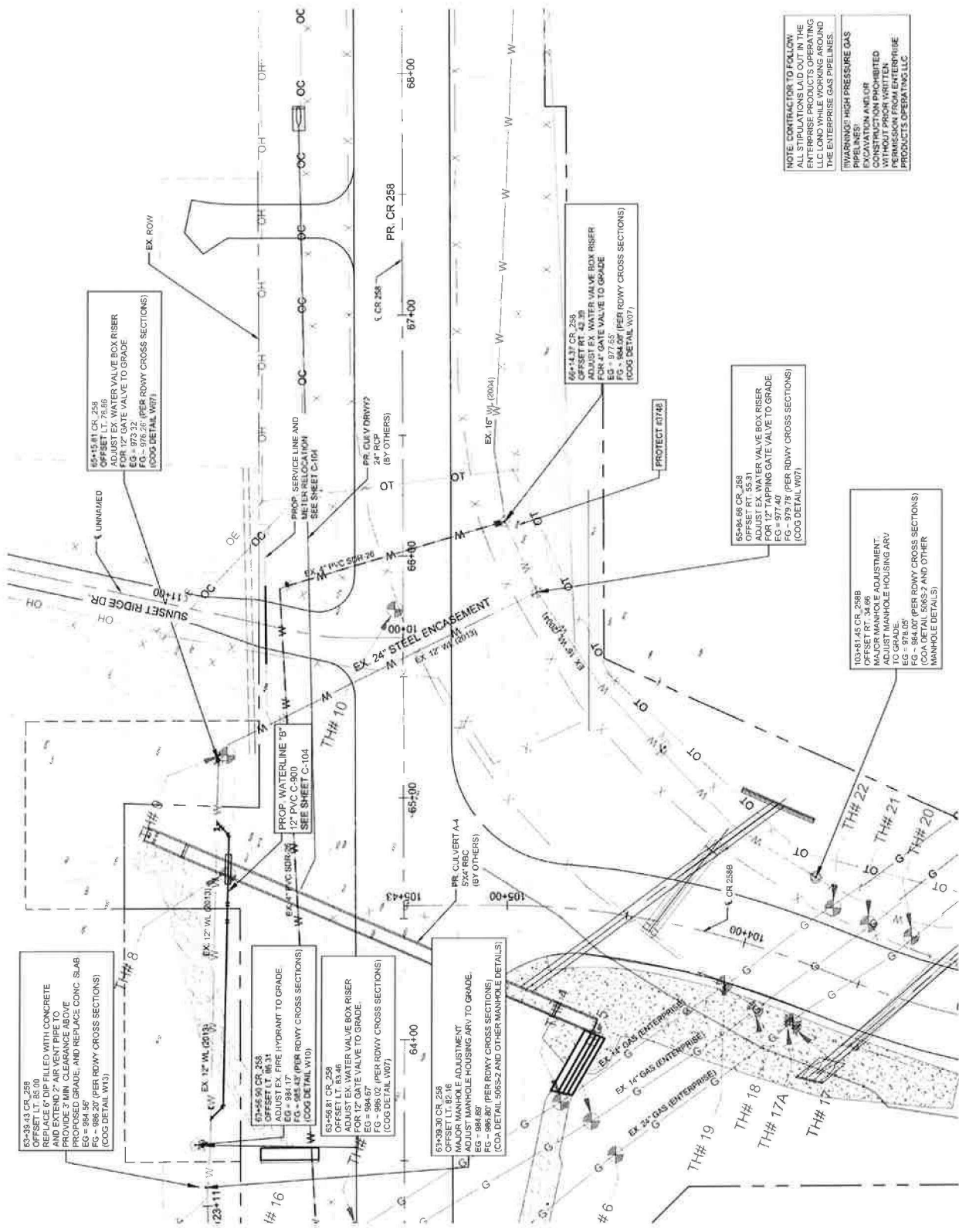
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EX HOIST-OF RAY	EX HOIST-OF RAY	EX HOIST-OF RAY	EX HOIST-OF RAY
TEMP COOLS EXIST	TEMP COOLS EXIST	TEMP COOLS EXIST	TEMP COOLS EXIST
EX WATER	EX WATER	EX WATER	EX WATER
EX WATER	EX WATER	EX WATER	EX WATER
EX WASTE/MTTR	EX WASTE/MTTR	EX WASTE/MTTR	EX WASTE/MTTR
EX STORM DRAIN	EX STORM DRAIN	EX STORM DRAIN	EX STORM DRAIN
EX STORM DRAIN	EX STORM DRAIN	EX STORM DRAIN	EX STORM DRAIN
EX GAS LINE	EX GAS LINE	EX GAS LINE	EX GAS LINE
EX OVERHEAD ELEC/HIC	EX OVERHEAD ELEC/HIC	EX OVERHEAD ELEC/HIC	EX OVERHEAD ELEC/HIC
EX OVERHEAD CABLE	EX OVERHEAD CABLE	EX OVERHEAD CABLE	EX OVERHEAD CABLE
EX OVERHEAD UTILITIES	EX OVERHEAD UTILITIES	EX OVERHEAD UTILITIES	EX OVERHEAD UTILITIES
EX OVERHEAD TELECOM	EX OVERHEAD TELECOM	EX OVERHEAD TELECOM	EX OVERHEAD TELECOM
EX U S TELECOM	EX U S TELECOM	EX U S TELECOM	EX U S TELECOM
EX U S ELEC/HIC	EX U S ELEC/HIC	EX U S ELEC/HIC	EX U S ELEC/HIC
EX FENCE	EX FENCE	EX FENCE	EX FENCE
EX WATER VALVE	EX WATER VALVE	EX WATER VALVE	EX WATER VALVE
EX WATER VALVE	EX WATER VALVE	EX WATER VALVE	EX WATER VALVE
EX FIRE HYDRANT	EX FIRE HYDRANT	EX FIRE HYDRANT	EX FIRE HYDRANT
EX WATER VALVE	EX WATER VALVE	EX WATER VALVE	EX WATER VALVE
EXISTING TREE	EXISTING TREE	EXISTING TREE	EXISTING TREE

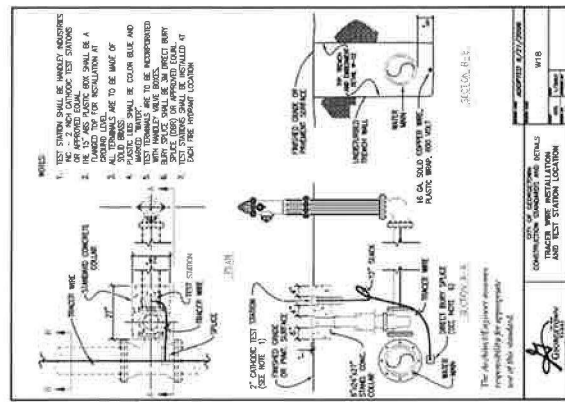
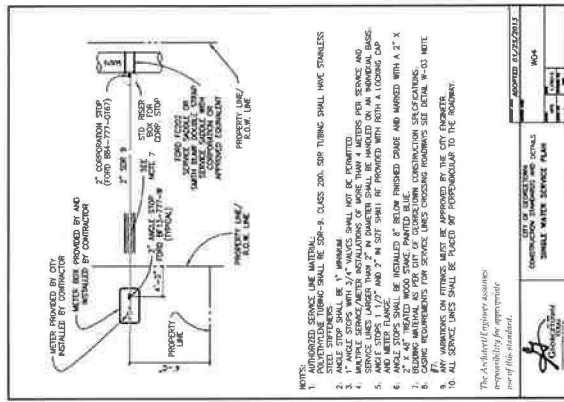
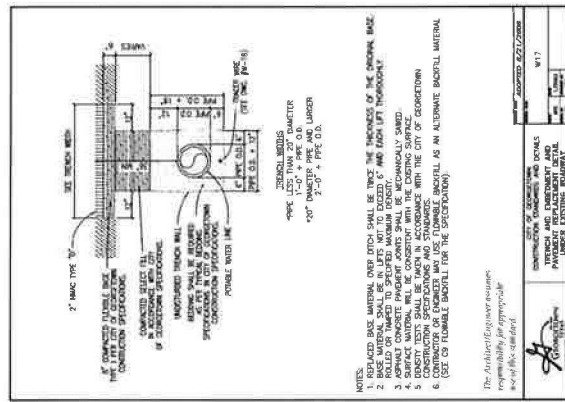
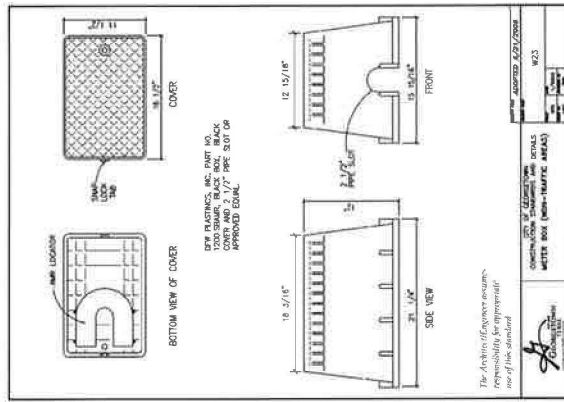
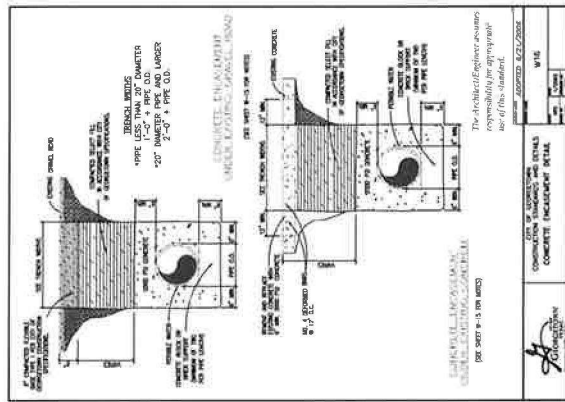
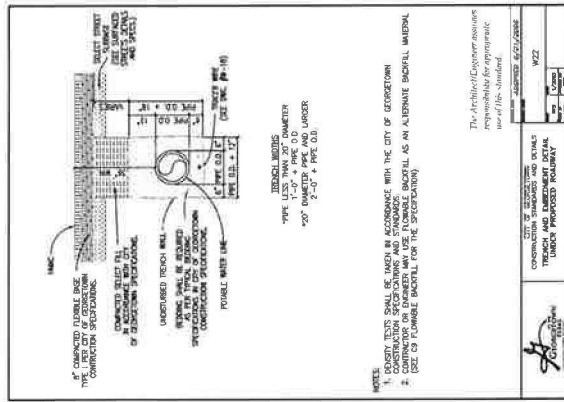
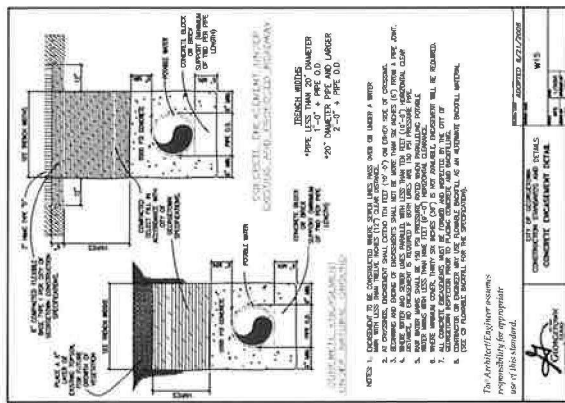
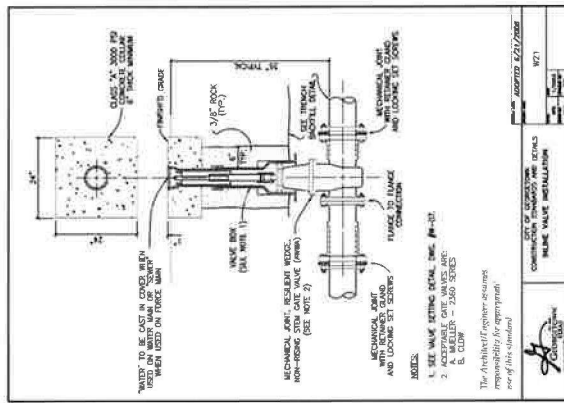
GENERAL NOTES:

- [illegible]

NOTE: CONTRACTOR TO FOLLOW ALL STIPULATIONS LAID OUT IN THE ENTERPRISE PRODUCTS OPERATING LLC LONO WHILE WORKING AROUND THE ENTERPRISE GAS PIPELINES.

(WARNING!) HIGH PRESSURE GAS
 PIPELINES!
 EXCAVATION AND/OR
 CONSTRUCTION PROHIBITED
 WITHOUT PRIOR WRITTEN
 PERMISSION FROM ENTERPIPE
 PRODUCT OPERATING LLC





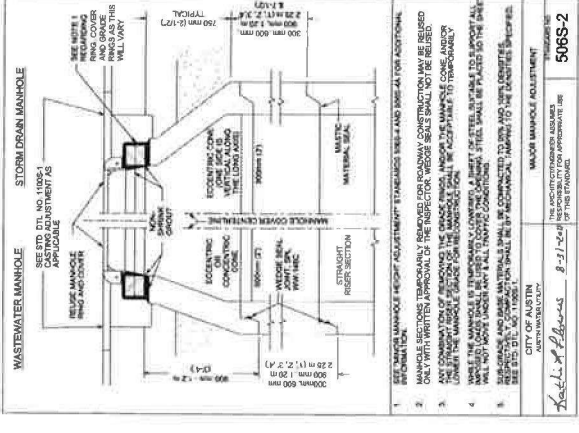
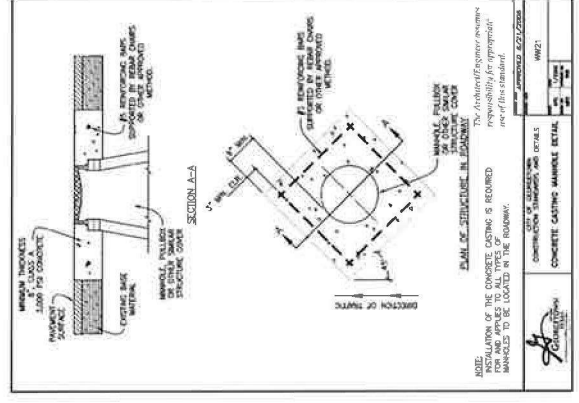
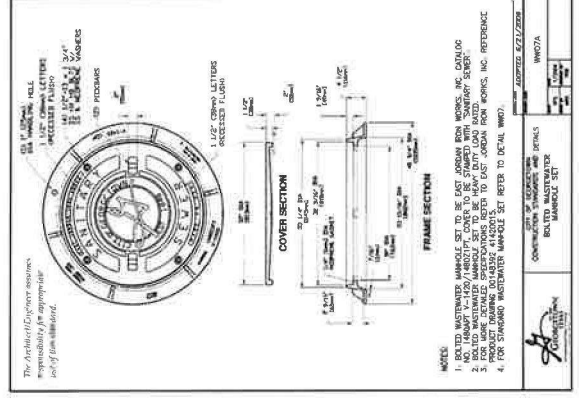
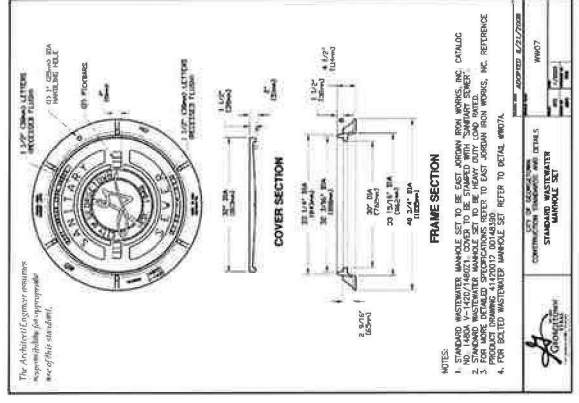
NO.	REVISION DESCRIPTION	APPROVED	DATE

Cobbendley
312 S. 11th St. Suite 100
Georgetown, TX 77626
Tel: 512.361.1111 Fax: 512.361.1177
www.cobbendley.com

STANDARD WATER DETAILS -
SHEET 3
CR 258 EXTENSION
GEORGETOWN, TEXAS



SHEET
C-503
13 OF 14



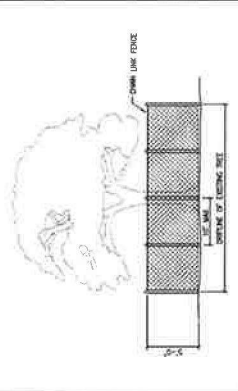
STANDARD ESC DETAILS



SHEET
C-504
16 of 16

The American Veterinary Association
responsibility for appropriate
use of this standard.

		CITY OF GEORGETOWN CONSTRUCTION SERVICES AND DETAILS	
TREE PROTECTION - CHAIN LINK FENCE		EC09	
DATE	12/28/09	DATE	4/21/2010
BY	WLS	BY	WLS
CHECKED	WLS	CHECKED	WLS



- [illegible]

The Architect/Engineer assumes responsibility for appropriate use of this standard.



Geotechnical Engineering

CITY OF ALBUQUERQUE
CONSTRUCTION DIVISION AND DETAILS
EROSION AND SEDIMENTATION AND
TREE PROTECTION NOTES

EC01A

DATE	1/2/2011
BY	1/2/2011
CHK	1/2/2011
APP	1/2/2011

APPROVED 6/21/2009

- THE ABOVE NARRATIVE COVERS THOSE PERIODS WHEN RICHARD ARNOLD WAS EMPLOYED AS A MEMBER OF THE BOARD OF DIRECTORS OF THE UNITED STATES STEEL CORP. IN THE YEARS 1947-1948.
1. THE COMPANY IS A LARGE MANUFACTURING CORPORATION WHICH PRODUCES STEEL AND STEEL PRODUCTS.
 2. THE COMPANY HAS A HEADQUARTERS OFFICE IN PITTSBURGH, PENNSYLVANIA, AND SEVERAL PLANTS THROUGHOUT THE UNITED STATES.
 3. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE LEADING MANUFACTURERS OF STEEL IN THE UNITED STATES.
 4. THE COMPANY HAS A LONG HISTORY OF SERVICE TO THE UNITED STATES GOVERNMENT.
 5. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST EFFICIENT AND PROFITABLE MANUFACTURING COMPANIES IN THE UNITED STATES.
 6. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST RESPONSIBLE AND ETHICAL MANUFACTURING COMPANIES IN THE UNITED STATES.
 7. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST INNOVATIVE AND PROGRESSIVE MANUFACTURING COMPANIES IN THE UNITED STATES.
 8. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST RELIABLE AND TRUSTWORTHY MANUFACTURING COMPANIES IN THE UNITED STATES.
 9. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST SKILLFUL AND CAPABLE MANUFACTURING COMPANIES IN THE UNITED STATES.
 10. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST DEDICATED AND COMMITTED MANUFACTURING COMPANIES IN THE UNITED STATES.
 11. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST SUCCESSFUL AND PROFITABLE MANUFACTURING COMPANIES IN THE UNITED STATES.
 12. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST RESPECTED AND ADMIRABLE MANUFACTURING COMPANIES IN THE UNITED STATES.
 13. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST INFLUENTIAL AND POWERFUL MANUFACTURING COMPANIES IN THE UNITED STATES.
 14. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST IMPORTANT AND VITAL MANUFACTURING COMPANIES IN THE UNITED STATES.
 15. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST VALUABLE AND TREASURABLE MANUFACTURING COMPANIES IN THE UNITED STATES.
 16. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST PRECIOUS AND PRIZED MANUFACTURING COMPANIES IN THE UNITED STATES.
 17. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST BELOVED AND LOVED MANUFACTURING COMPANIES IN THE UNITED STATES.
 18. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST DEAR AND DEARLY MANUFACTURING COMPANIES IN THE UNITED STATES.
 19. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST CHERISHED AND CHERISHED MANUFACTURING COMPANIES IN THE UNITED STATES.
 20. THE COMPANY HAS A REPUTATION FOR BEING ONE OF THE MOST TREASURED AND TREASURED MANUFACTURING COMPANIES IN THE UNITED STATES.

Exhibit "B"

Effected Easement(s)

Exhibit "B"

Effected Easement(s)

Instrument#	Date Filed	Document Type	Grantor	Grantee
1985000971	1/10/1985	Easement	BROWN GARY F NATALIEVILLE LTD P/S	CHISHOLM TRAIL WATER SPL

Exhibit "C"
Amendment Document

AMENDMENT OF EASEMENT
CR 258 Right of Way

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

WHEREAS, on December 28, 1984, Natalieville, Ltd., a limited partnership (“Natalieville”), granted Chisholm Trail Special Utility District (“CTSUD”) the Right-of-Way Easement recorded in Volume 1122, Page 934 of the Official Records of Williamson County, Texas (the “Original Easement”) for the purposes of constructing, operating, and maintaining one or more potable waterlines across Natalieville’s 413.01-acre property (the “Natalieville Property”); and,

WHEREAS, the Original Easement encumbered the entire Natalieville Property but was limited to a strip of land 15 feet in width, the center line thereof being the pipe line as installed; and

WHEREAS, on September 12, 2014, the Original Easement was assigned to the City of Georgetown, Texas (“City”) according to Document No. 2014076202 of the Official Public Records of Williamson County, Texas, pursuant to the acquisition of CTSUD by City; and,

WHEREAS, Williamson County (“County”) is in the process of realigning County Road 258 (the “Project”); said Project will overtake and encroach into the Original Easement and involve installation of roadway improvements that will conflict with the existing location of City’s waterline within the Original Easement; and,

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 4.391-acre portion of the Natalieville Property from MACNAK, LLC, said 4.391 acres being more particularly described in a Deed recorded in Document No. 2022086632 of the Official Public Records of Williamson County, Texas (the “MACNAK Property”); and

WHEREAS, on July 6, 2022, in furtherance of the Project, County acquired a 2.053-acre portion of the Natalieville Property from Bruce E. Nakfoor, Trustee, said 2.053 acres being more particularly described in a Deed recorded in Document No. 2022086618 of the Official Public Records of Williamson County, Texas (the “Nakfoor Property”)(together, the MACNAK Property and the Nakfoor Property shall hereinafter be referred to as the “County Property”); and

WHEREAS, County and City wish to cooperate in the relocation of a portion of the Original Easement and corresponding infrastructure within the County Property in order to allow the Project to move forward and protect City’s water system with minimal impact to County, City, the Project, and area property owners; and,

WHEREAS, City and County have entered into an Interlocal Agreement dated _____, 2022, outlining the terms of the relocation of City's infrastructure (the "ILA");

NOW THEREFORE, in consideration of the completion of the construction of City's relocated infrastructure, City and County agree to the following:

1. The facts and recitals set forth above are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.
2. City, as successor to CTSUD, and County, as a successor-in-interest to Natalieville, hereby agree to amend the easement area of the Original Easement within the boundaries of the County Property. From hereon and henceforth, the rights and interests of City to the Original Easement shall apply over, under, across, and through the entire 6.444 acres of the County Property; provided, however, the easement shall not exceed fifteen (15) feet in width, and the course and location of the easement shall be fixed and limited to a strip of land fifteen (15) feet in width, the centerline thereof being the new pipe line installed in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto..
3. County shall be responsible for relocation of City's waterline from its current position to a new location in accordance with the ILA, the water line relocation design plan sheet specifications prepared by CobbFendley Inc. dated August 26, 2021 attached thereto, and otherwise generally in the location as shown in Exhibit "A" attached hereto.
4. Nothing herein shall operate to release the perpetual easement granted to City by the Original Easement, and said perpetual easement shall remain in full force and effect.
5. Nothing herein shall operate to amend any description of the easement area of the Original Easement across property that is not owned by County, and said perpetual easement shall remain in full force and effect and unamended as to properties that are not the County Property.

[Signatures on the Following Pages]

EXECUTED this ____ day of _____, 2022.

CITY OF GEORGETOWN

By:

David Morgan, City Manager

APPROVED AS TO FORM, ONLY:

_____, City Attorney

STATE OF TEXAS

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CORPORATE ACKNOWLEDGMENT

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared **David Morgan**, a person known to me, in his capacity as the **City Manager for the City of Georgetown**, a Texas home-rule municipal corporation situated in Williamson, County, Texas, and acknowledged to me that he executed this Amendment of Easement on behalf of the City of Georgetown, for the purposes herein expressed.

WITNESS MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

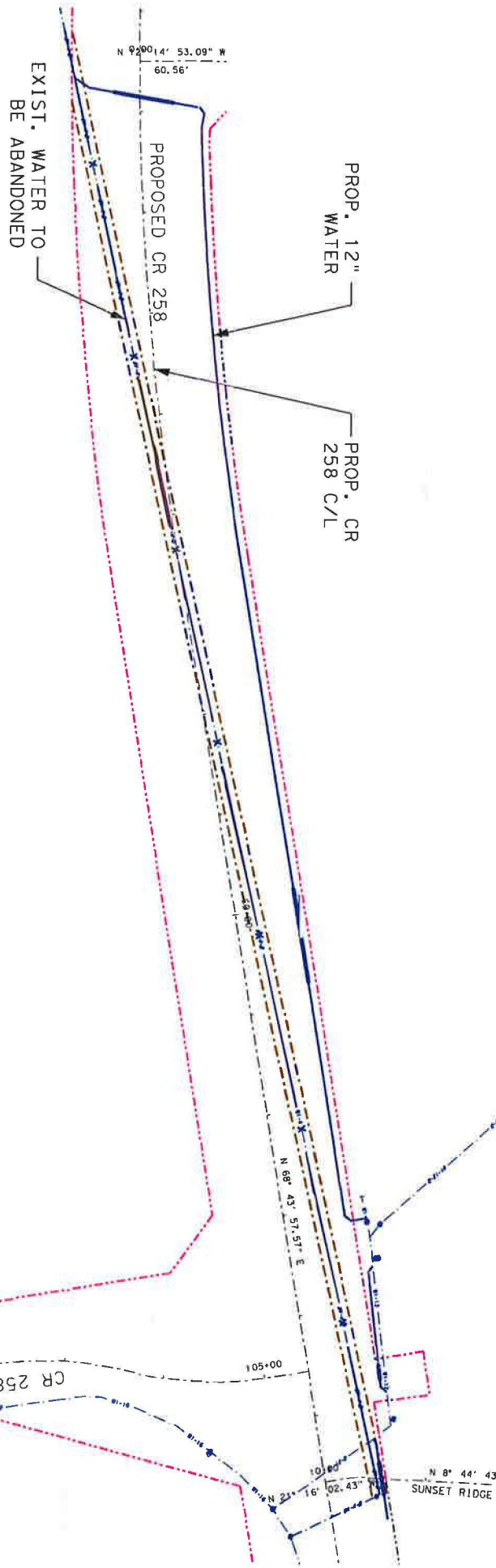
THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2022, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

Notary Public, State of Texas

EXHIBIT "A"

7/15/2022
9:20:24 AM

\\gustfserver\common\CFA\2014\0308801\Williamson\County\2013\Road\Bond\DESIGN\CR_258_Extension\EXHIBITS\20220714-COG-IL\CR-258-EXT-COG-Exh-UC-RP-1.dgn



0 100' 200'	
SCALE: 1"=100'	
LEGEND	
	COUNTY PROPERTY
	EXISTING ROW
	EXISTING CHISQUAM TRAIL EASEMENTS
	LVL B
	LVL C/D
	WATER:
	COG 4"
	COG 12"
	COG 16"
	COG ABANDONED
	COG PROPOSED



78Pell's Firm Registration No. F-274
565 East Highland Drive, Suite 100
Austin, Texas 78752
512.894.9798 | fax 512.852.7721 | www.cobbendley.com

CR 258 EXTENSION
COG ILA
WATER EXHIBIT

DESIGN BY:	BM	SCALE:
DRAWN BY:	BM	HORIZONTAL: 1"=100'
CHECKED BY:	MS	
APPROVED BY:	MS	
PROJECT NO:	7/15/2022	
DATE:		SHEET: 1 OF 1