INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS CR 401/FUTURE COUNTY ROAD ROADWAY CONSTRUCTION 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 Jonah Water Special Utility District (the "District") and Williamson County, a political subdivision of the State of Texas (the "County"). In this Agreement, the District and the County are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS, the County is and has been in the process of designing and improving CR 401 and Future County Road, the location of which is shown on Exhibits "A-1 & A-2", attached hereto (the "County Project"); and

WHEREAS, some of the proposed County Project includes the widening of the right-ofway into easements in which the District's water system improvements are or will be located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of District water lines is necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the District water lines affected by the County Project have been prepared by the District, and are attached hereto as Exhibits "B-1 & B-2" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the District's waterlines in certain segments of the County Project.

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. GENERAL PROVISIONS

- 1.01 General. The purpose of this Agreement is to provide for the County's relocation and construction of the Relocation Project caused by the County's construction of the County Project.
- 1.02 County Relocation of Waterlines. The County must, at its own expense, pay all costs related to the Relocation Project in accordance with the Plans, subject to the reimbursement allocations as further set out in this Agreement. As stated below, the County must reimburse the District for the reimbursable percentage of costs related to the design of the Plans.

- 1.03 County to Obtain and Assign Easements. The County must acquire at its own expense waterline easement rights in favor of the District in the location shown on Exhibit "C", attached hereto, as required by the District for the Relocation Project, as shown in the Plans. This Agreement specifically allows and authorizes the County's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the District. The form of the easement granting document must be approved by the District prior to acquisition. The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project. Any easements acquired as set out herein which are not otherwise granted directly to the District shall be assigned by the County to the District upon completion of construction of the Relocation Project.
- 1.04 Permit Obligations. Other than the Relocation Project permit required from Union Pacific Railroad (UPRR) for boring under its property or facilities, which shall be the sole obligation of the District to obtain, the County must secure all permits required for construction of the County Project and the Relocation Project. The County is responsible for the costs associated with the permits. The District is not responsible for costs associated with permitting of the County Project or Relocation Project, and shall specifically be reimbursed for any costs associated with obtaining required boring permits from UPRR, and in accordance with the procedures for reimbursement of other costs as set out in Section 2.08 below.
- 1.05 Obligations. The District is responsible for the design of the Plans including specifications. The District will submit invoices for design costs to the County, and the County must reimburse 94.94% the District's costs relating to the CR 401 Relocation Project design, and 100% of the District's costs relating to Future County Road Relocation Project design, pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.
- 1.06 Continuation of Service. The County agrees that both the County Project and the Relocation Project must be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the prolonged loss of water service to any such customers.

II. CONSTRUCTION OF PROJECT

- **2.01 General**. The Parties mutually acknowledge and agree that the County will, at its own expense, construct all physical improvements that constitute the County Project and the Relocation Project. The County and the District agree that the County is responsible for 94.94% of the construction costs of the CR 401 portion of the Relocation Project (estimated at \$641,678.00) and the District is responsible for 5.06% of the construction costs of the CR 401 portion of the Relocation Project (estimated at \$29,800.82). The County and District further agree that the County is responsible for 100% of the construction costs of the Future County Road portion of the Relocation Project (estimated at \$57,128.35). Collectively, these shares are referred to as the Construction Costs.
 - 2.02 Calculation and Payment of Betterment Costs. N/A.

- **2.03** Payment and Maintenance. The District's share of the Construction Costs will be due and payable to the County 30 days after the District provides written acceptance of the completed Relocation Project. After acceptance, the District will own and maintain the facilities included within the Relocation Project.
- **2.04** Construction Plans. The District has submitted the Plans related to the Relocation Project, and any changes or modifications thereto, to the County for review and approval prior to the County commencing construction. The Relocation Project will be jointly bid and constructed as part of the County Project.
- **2.05 Inspection**. The District may inspect the relocation of the waterlines during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Plans and upon receipt of such notification from the District, the County must cease construction until the deficiency can be identified and a corrective plan of construction implemented with the written agreement of the District.
- 2.06 Insurance, Bonds and Warranties. The County must require the contractor for the County Project to name the District as an additional insured on any policies related to the County Project or Relocation Project. The County must require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the County Project and Relocation Project in amounts satisfactory to the District. The County must transfer any warranties for the Relocation Project to the District upon final completion and the District's written acceptance of the Relocation Project.
- **2.07 Prior Rights for Future Relocations.** Should the County or its successors require the relocation of the District water system improvements previously relocated by this Agreement of the type and within the limits identified as follows:

For CR 401 Project:

- (a) 4" Waterline, (JWSUD Sta. A-23+80 to Sta. A-46+46); and
- (b) 2" Waterline, (JWSUD Sta. B-0+21 to Sta.B-2+85).

For Future County Road Project:

(a) 2" Waterline, (JWSUD Sta. A-00+00 to Sta A-3+00)

the County shall, at its own expense, be responsible for all costs associated with said relocation, including the acquisition of new easements, if necessary. The obligations of this section survive any termination of this Agreement.

2.08 Other Costs. The County must reimburse the District for the 94.94% reimbursable percentage of costs incurred by the District relating to the CR 401 portion of the Relocation Project, and reimburse the District for the 100% reimbursable percentage of costs incurred by the District relating to the Future County Road portion of the Relocation Project, for inspections, permitting, engineering and legal services related to the Relocation Project in accordance with the Texas Prompt Payment Act.

2.09 As-Built Drawings. Upon completion of construction of the Relocation Project, County will provide District with the as-built drawings of the Relocation Project.

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 must 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 must 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 that 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 must 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 agree that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the non-defaulting Party may 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 will be liable to the other for all costs actually incurred in pursuing such remedies 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 <u>Agreement's Remedies Not Exclusive</u>. 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*.

- 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.
- Payments from Current Revenues. Any payments required to be made by a Party under this Agreement must be paid from current revenues available to the Party for such purpose.
- Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- Effective Date. This Agreement is effective from the date of execution by the authorized representative of each Party.
- 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 and only relates to those portions of the County Project or Relocation Project shown in the Plans.
- Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- 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.
- 4.09 **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 fax machine; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT:

Jonah Water Special Utility District

4050 FM 1660 Hutto, Texas 78634 Attn: General Manager Telephone: (512) 759-2983

With a copy to:

John Carlton

The Carlton Law Firm, P.L.L.C. 4301 Westbank Drive, Suite B-130

Austin, Texas 78746 Facsimile: (512) 900-2855 john@carltonlawaustin.com

COUNTY:

Williamson County

710 Main Street, Suite 101 Georgetown, Texas 78626 Attn: County Auditor Telephone: (512) 943-1577

- 4.10 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.
- **4.11 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:	JONAH WATER SPECIAL UTILITY DISTRICT:
Jalle	By: Die P
Erica Guerrero, Executive Assistant	Bill Brown, General Manager
	Date: 3/2/2023
ATTEST:	WILLIAMSON COUNTY:
	•
Dancy E. Rister	By: Bill Gravell (Mar 22, 2023 11:13 CDT)
Nancy Rister, County Clerk	Bill Gravell, Jr., County Judge
	Date:

County:

Williamson

Parcel No.: Easement 1

Highway: Limits: C.R. 401/404 From: FM 973

To: Intersection of US 79

Page 1 of 4 May 24, 2022

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,
- 2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and
- 3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

- 4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,
- 5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

County:

Williamson

Parcel No.: Easement 1

Highway:

C.R. 401/404

Limits:

From: FM 973

To: Intersection of US 79

6) S 16°42'14" E, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.015 acres (669 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS

8

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

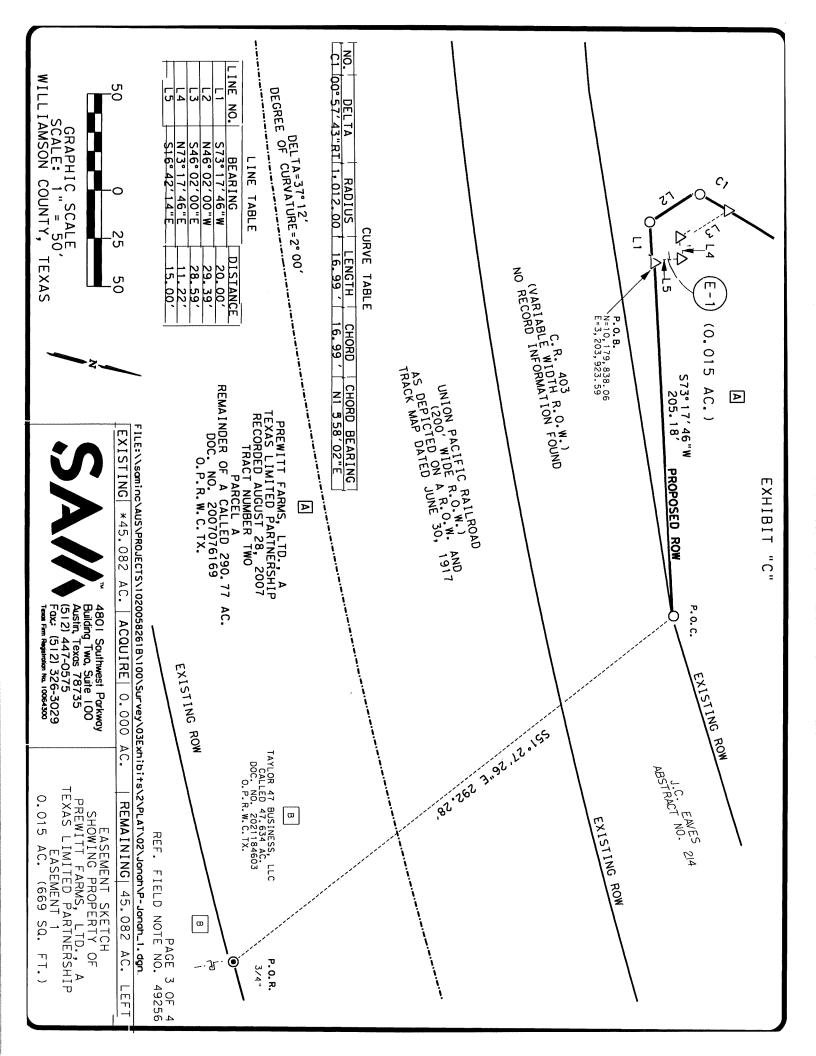
SCOTT C. BRASHEAR

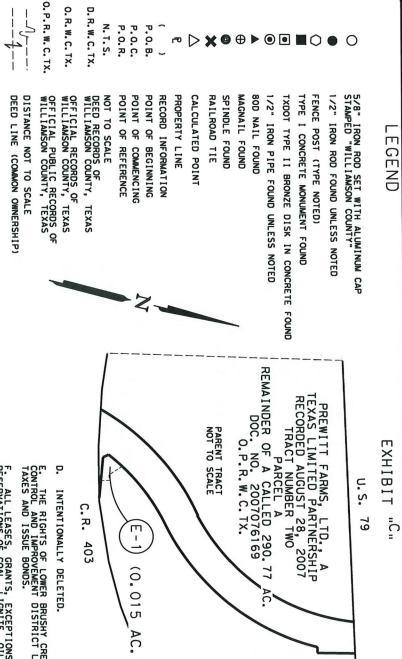
SURVEYING AND MAPPING, LLC

4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300 Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

Page 2 of 4

May 24, 2022





NOTES

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR.

PROJECT UNITS ARE IN U.S. SURVEY FEET.

2.THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3.C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

ALL VISIBLE AND APPARENT EASEMENTS AND UNDERGROUND EASEMENTS, THE EXISTENCE WHICH MAY ARISE BY UNRECORDED GRANT OR

RIGHTS OF PARTIES IN POSSESSION.

INTENTIONALLY DELETED.

J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT AARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, RECORDED UNDER DOCUMENT, OF 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE OF NO. GT2100341, ISSUED BY TEXTITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. IN TITLE

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A. A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN SCITCHKENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS COMPANY, COMPORATION, SPRINT COMMUNICATIONS COMPANY, LP AND LEVEL 3 COMMUNICATIONS, LLC, RECORDED UNDER DOCUMENT NO. 2015075890, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (BLANKET IN NATURE, MAY AFFECT)



PAGE 4 OF 4 REF. FIELD NOTE NO. 49256

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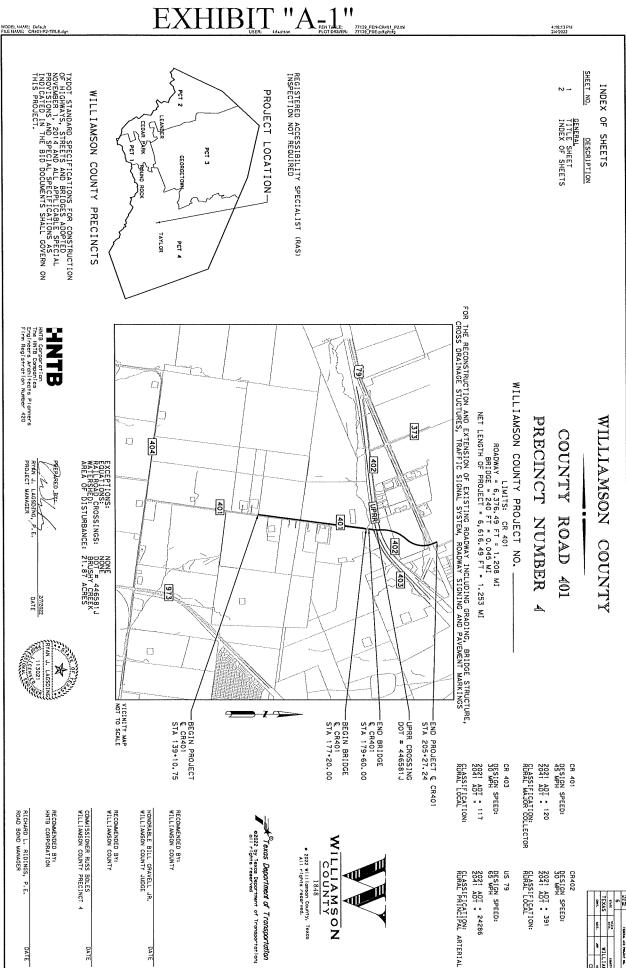
EASEMENT SKETCH
SHOWING PROPERTY OF
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
EASEMENT 1 015 (669

Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 4801 Southwest Parkway (5 | 2) 326-3029 m Registration No. 10064300

EXISTING | *45.082 AC.

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND NO. 6660, STATE OF TEXAS

SURVEYOR



DATE

REGISTERED ACCESSIBILITY SPECIALIST (RAS)

BEGIN PROJECT © FCR -STA 295+42.09

PROJECT LOCATION

PCT 3

INDEX OF GENERAL TITLE SHEET INDEX OF SHEETS DESCRIPTION SHEETS

FUTURE PRECINCT NUMBER COUNTY ROAD

WILLIAMSON

COUNTY

WILLIAMSON COUNTY PROJECT NO. 22IFB126

LIMITS: COUNTY ROAD 404 TO FARM TO MARKET 973

ROADWAY = 6921.80 FT = 1.311 MI

BRIDGE = 820.00 FT = 0.155 MI

NET LENGTH OF PROJECT = 7741.80 FT = 1.466 MI

FOR THE CONSTRUCTION OF NEW ROADWAY INCLUDING GRADING, CROSS DRAINAGE
STRUCTURES, BRIDGE, PAVING, TRAFFIC SIGNAL, SIGNING AND PAVEMENT MARKING.

EXCEPTIONS:
EQUATIONS:
RAIL ROAD CROSSINGS:
WATERSHED:
AREA OF DISTURBANCE: 79 404 UPRR FCR 401 NOON BROUNE BROUNE ACREE ACREE ACREE ACREE K 401 402 973 NOT TO SCALE STA 372+06.29 — END PROJECT © FCR STA 372:03:09

DESIGN SPEED:

FUTURE COUNTY ROAD

CLASSIFICATION: RURAL MAJOR COLLECTOR 2021 ADT = XXX



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RECOMMENDED BY: WILLIAMSON COUNTY DWAYNE HALBARDIER, P.E. DISTRICT DESIGN ENGINEER RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION TUCKER FERGUSON, P.E. DISTRICT DESIGN ENGINEER

DATE

RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION

DATE

JOHN PETERS, P.E. AREA ENGINEER

DATE

RECOMMENDED BY:
TEXAS DEPARTMENT OF TRANSPORTATION

WILLIAMSON COUNTY JUDGE DATE

WILLIAMSON COUNTY PRECINCT 4 RECOMMENDED BY: WILLIAMSON COUNTY

DATE

RECOMMENDED BY: HNTB CORPORATION

RICHARD L. RIDINGS, ROAD BOND MANAGER

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HICHWAYS, STREETS AND BRIDGES ADOPTED NOVEMBER 1. ZO14 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

HNIB Corporation
The HNIB Corporation
The HNIB Componion
Engineers Architects Planners
Firm Registration Number 420

RYAN J. LAGSDING, PROJECT MANAGER

6/13/2022 DATE

PYAN J. LAGSDING

WILLIAMSON COUNTY PRECINCTS

CEDAR DARK

TAYLOR PCT 4

DATE

EXHIBIT "B-1"



2021 CR 40. , UTILITY ADJUSTMENTS

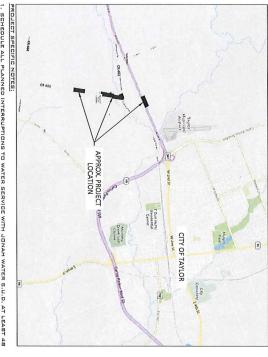
SHEET INDEX:

KEY MAR

GENERAL CONSTRUCTION NOTES

- 1. OTTRESE PLANS DO NOTINDICATE OFTALED TOPOGRAPHY. AND IT SHALL BETTHE OFTALED TOPOGRAPHY. AND IT SHALL BETTHE SHOW THAN CHORE RESPONSIBILITY TO INSPECT THE FRAUCET EXPERTINGE SHOWITH OF DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT CONSTRUCTION METHODS.

- 2. THE CONTRACTOR SPALL NOTIFY
 2.1. THE TACOT TIGHWAY MAINTENANCE FOREMAN
 2.2. RALLWAY SUPERINTENDENT
 2.3. RALLWAY SUPERINTENDENT
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 2.3. DEBUTY GENERALIES
 2.5. APPLICABLE UTILITY COMPANIES
 2.5. APPLICABLE UTILITY COMPANIES
 2.6. APPLICABLE
 2.6
- . THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTITUCTED IN ACCORDANCE WITH THE DURKENT TEXAS COMMISSION ON ENVIRONMENTAL DUALITY TECEN RUCES AND CHAPTER 2015 BUBBLISHER D. SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAD)
- NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFROM TO AMERICAN MATICHAL STANDARDS INSTITUTE/NATIONAL SANTATION FOUNDATION MAXIMSF) STANDARDS AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- B. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE 7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLOODED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION.
- 9. ANY AND ALL GBLEGTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTRED TO AND HONORIDIN EQUAL TO DR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
- 10. PROPERTY DUNIERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURINGTHE CONSTRUCTION PROPERTY DURINGTHE CONTROLL PROPERTY STATE CONTROLLS SHALL NOTIFY THE APPLICABLE PROPERTY CONTROLLED IN TO BE DENIED FOR ANY PERIOD OF TIME. THE DEVIAL PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE PERIODS ON THE OTHER CONTRACTORS ASSENCE.
- TRAFFIC DONTOL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-11-12 THROUGH 1-0PA-5-12: SEE HTTPS://www.coro.grafe.tx.us/inactoct/crachart/cho/coecvc/crandanc/toc.htm FOR BH TOO.HTM FOR SHEETS.



WATERLINE ALIGN. 'B': STA A-23+50 TO A-02+50 STANDARD DETAILS

WATERLINE ALIGN. 'A'; STA WATERLINE ALIGN. 'A': STA. A-00+00 TO A-07+00

- SCHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
- 2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
- 3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE.
- 4. ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS





APPROVED

CIVIL ENGINEER

DATE APPROVED 4/29/22

JONAH WATER S.U.D.
2021 - GR 401, UTILITY ADJUSTMENTS

T.B.P.E. F-16387 P.O. Box 24189 Waco, TX 76702 WACO, TX 76702 PH. 254-744-3439 MILES@CAYOTECON.COM

DAYOTE DNSULTING, LLC

Interiories all balancy dates, 201 (1932). 20

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WILLIAMSON GOUNTY, TEXAS 2021 - CR 401, UTILITY ADJUSTMENTS

GENERAL NOTES

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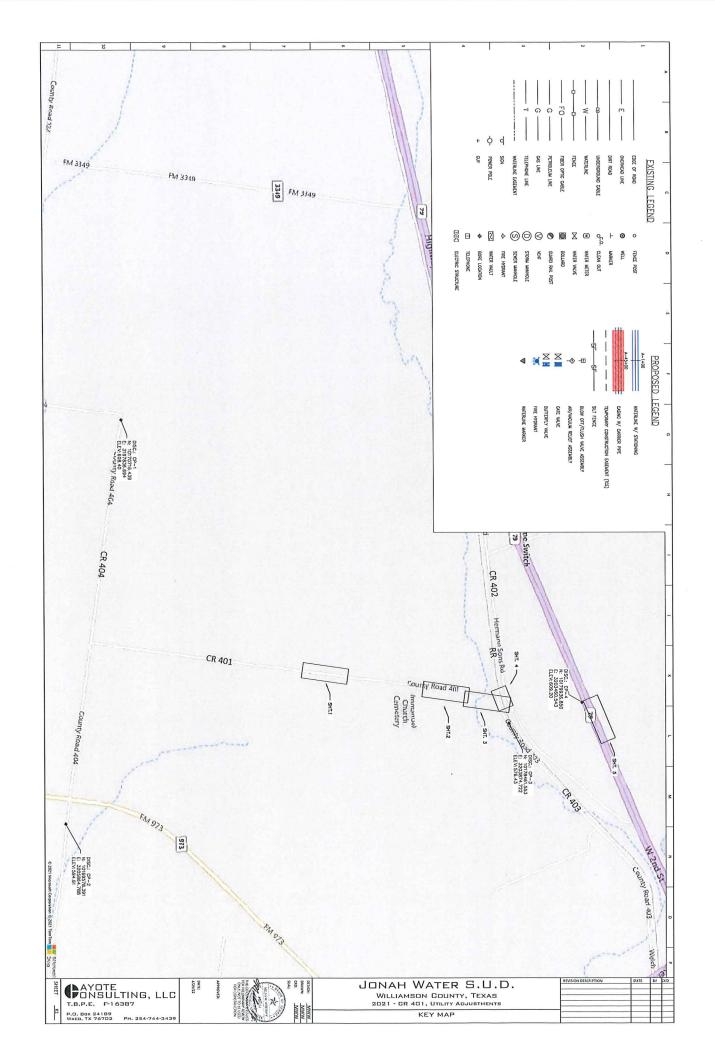
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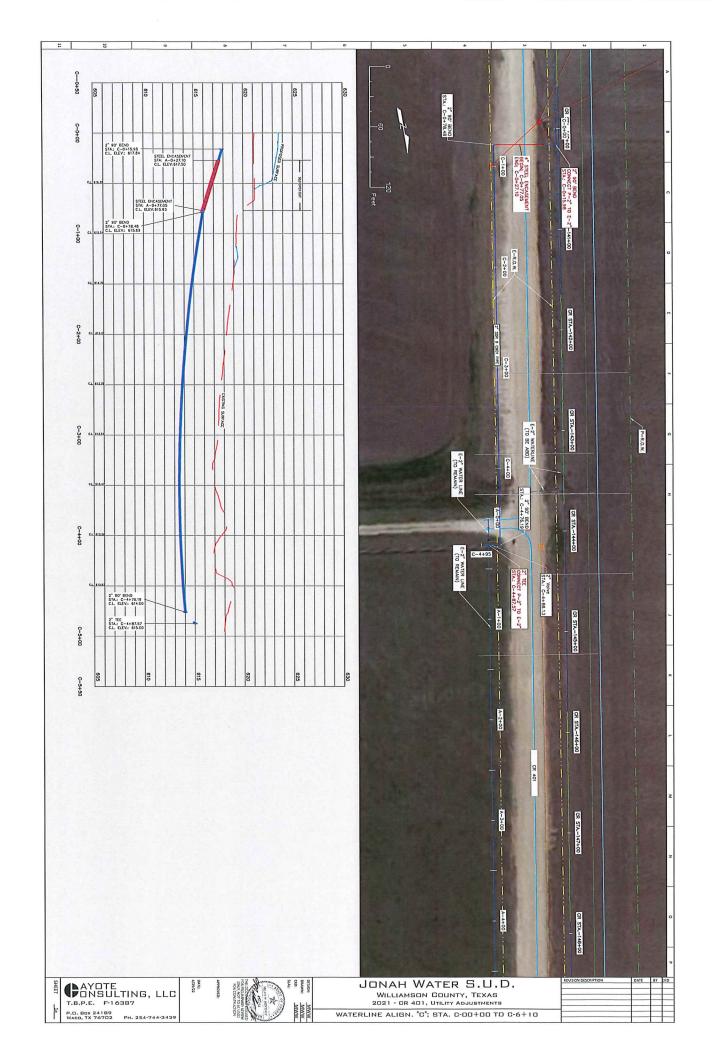
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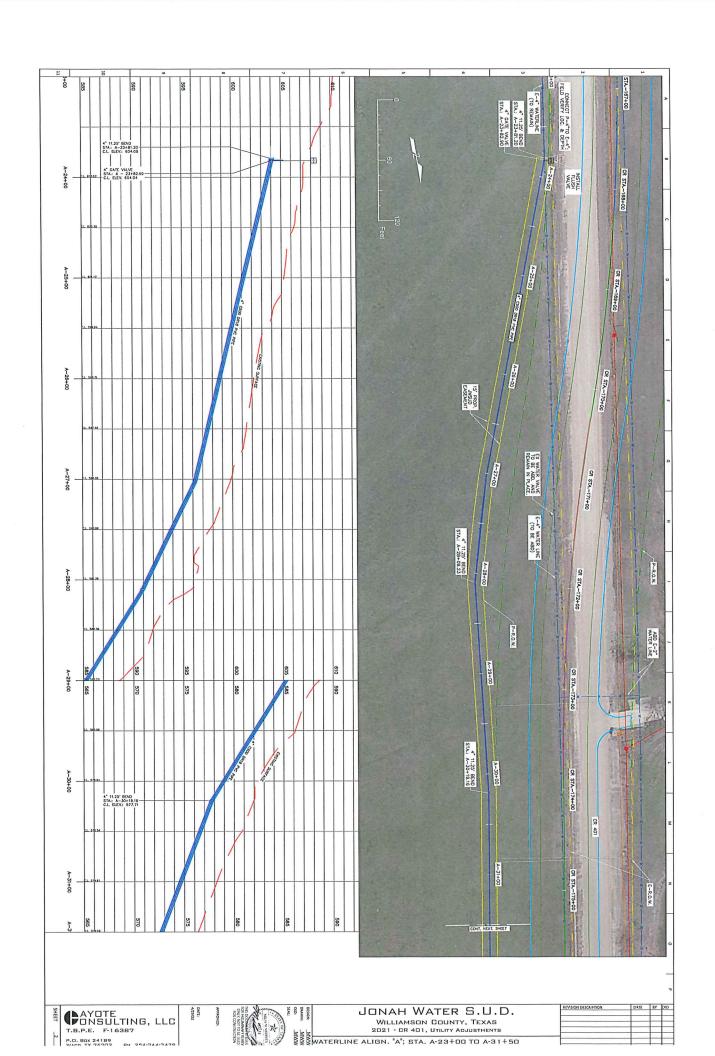
JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2021 - DR 401, UTILITY ADJUSTMENTS
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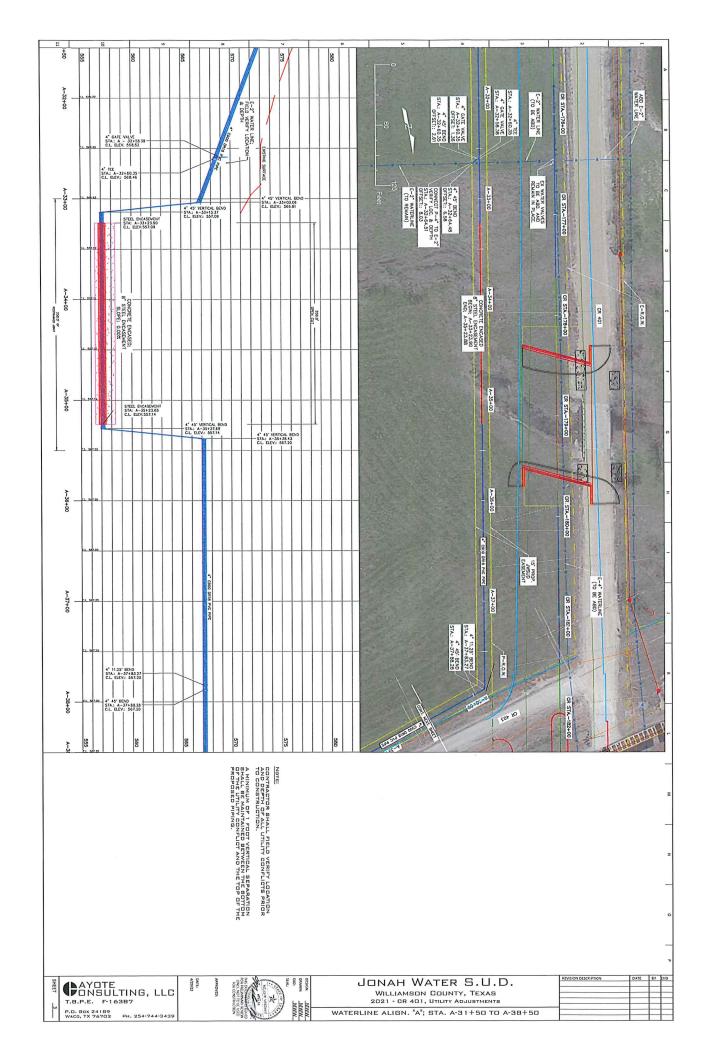
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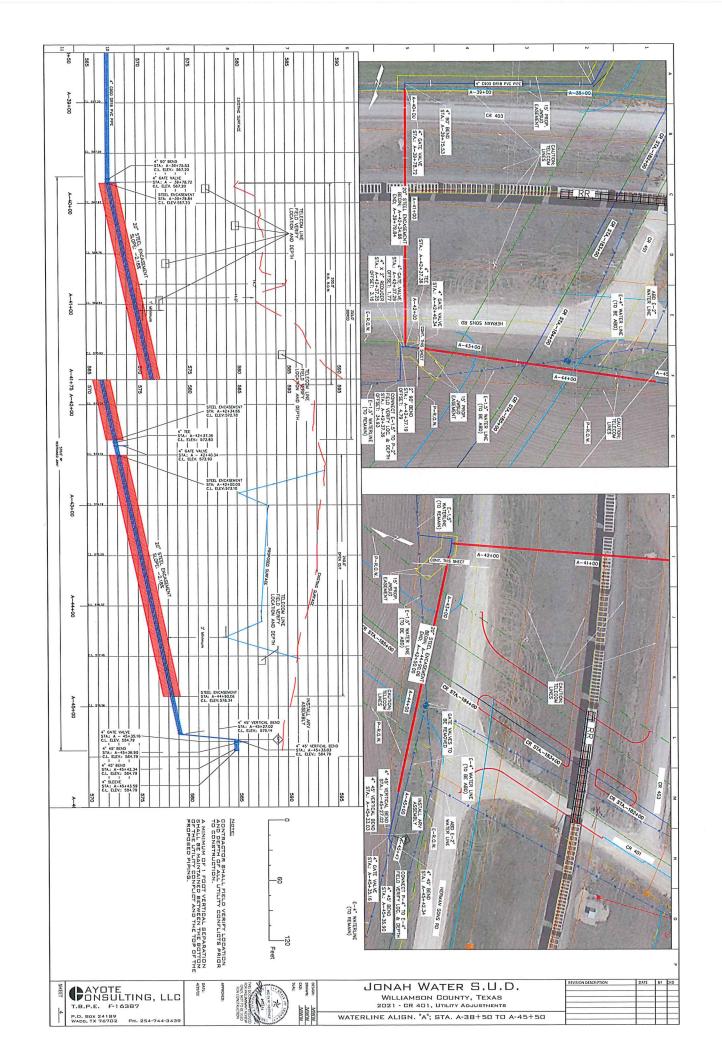




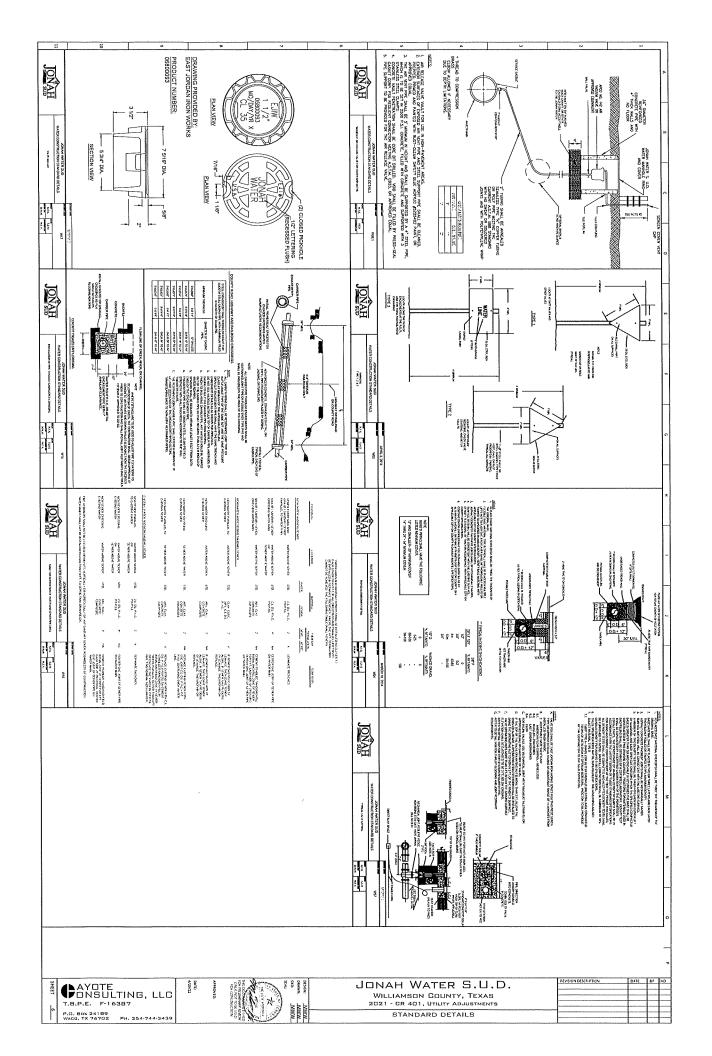


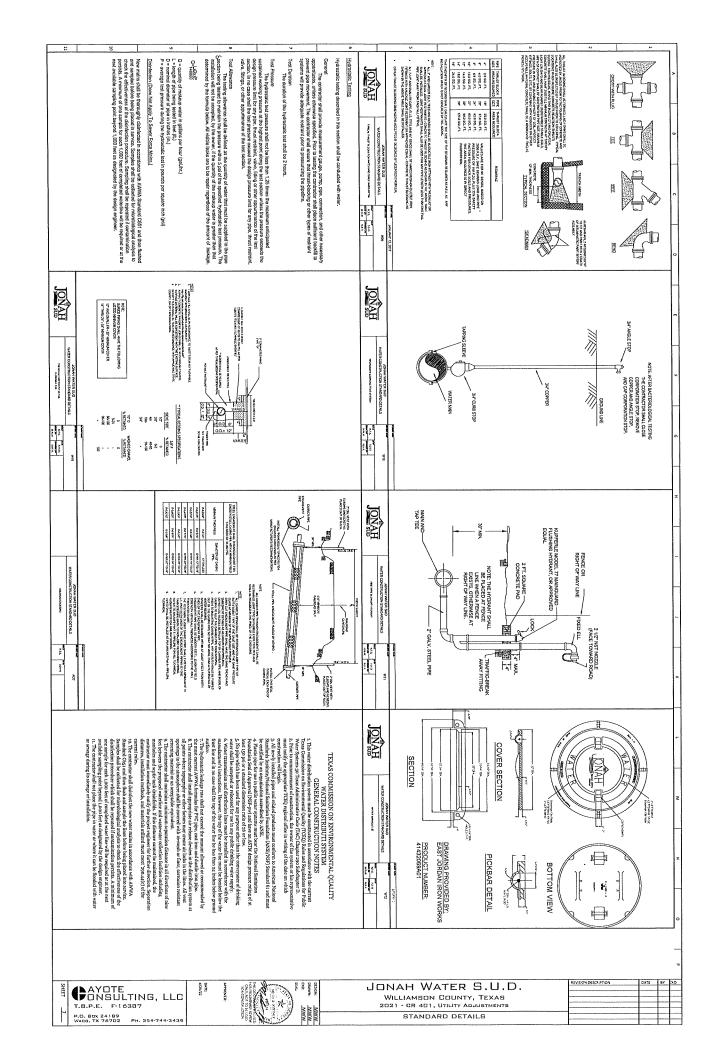


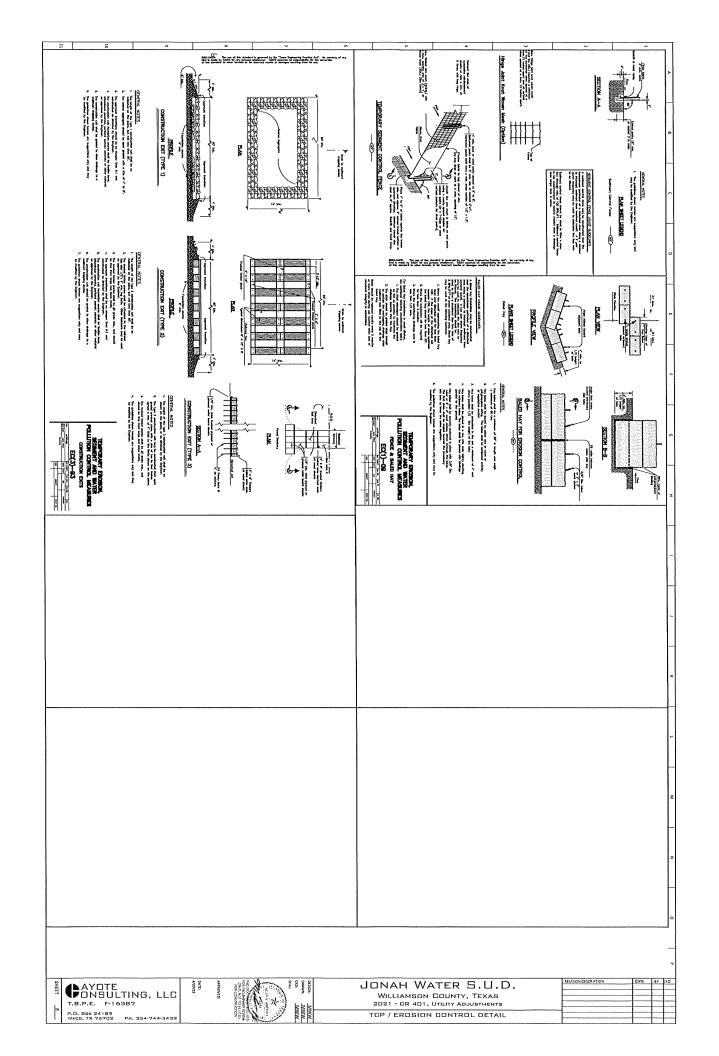












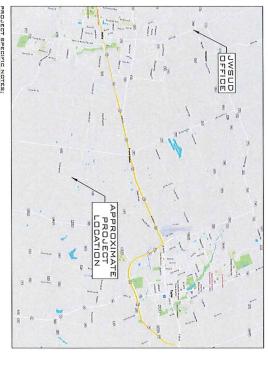


HUTTO, TEXAS 78634 1-512-759-1286 PWS ID 246002 CCN ID 10970 4050 FM 1660

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GENERAL CONSTRUCTION NOTES

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- 2. THE CONTRACTOR SHALL NOTIFY
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- NO PIPE WHICH HAS BEEN USED FOR ANY PURPOSE OTHER THAN THE CONVEYANCE OF POTABLE WATER SHALL BE ACCEPTED OR RELOCATED FOR USE IN ANY PUBLIC DRINKING WATER SUPPLY. ALL NEMLY INSTALLED PIPES AND RELATED PRODUCTS MUST COMPOSIX TO AMERICAN NATIONAL SANDARDS INSTITUTE/MATIONAL SANDARDS INSTITUTE/MATIONAL SANDARDS INSTITUTE/MATIONAL SANDARDS INSTITUTE MATIONAL SANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 7. THE CONTRACTOR SHALL NOT PLACE THE PIPE IN WATER OR WHERE IT CAN BE FLODDED WITH WATER OR SEWAGE DURING ITS STORAGE OR INSTALLATION. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- B. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
- 10. PRDERTY DWIESE SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURINGTHE DONSTRUCTION PROCESS THE CONTROTTOR SHALL MOTHEY THE APPLICABLE PROPERTY CONVERT IN PROPERTY ACCESS IS TO SECURIED FOR ANY PERIOD OF TIME. THE OWNER IN THE CONTRACTOR SHALL TAKE THE CONTRACTOR SHALL TAKE SHALL THE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ASSENCE. 9. ANY AND ALL GBLECT'S THAT BECOME, DAMAGED AND/JR DESTROYED BY THE OR OBSTRUCTION PROJECTS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INDIDENTS.



- SOHEDULE ALL PLANNED INTERRUPTIONS TO WATER SERVICE WITH JONAH WATER S.U.D. AT LEAST 48 HOURS IN ADVANCE.
- 3. COORDINATE AND GIVE PROPER NOTICE TO OWNER OF POSSIBLE INTERRUPTIONS TO SERVICE. 2. FIELD VERIFY DEPTH AND LOCATIONS OF ALL EXISTING APPLICABLE UTILITIES.
- ALL COMPONENTS OF THIS PROJECT SHALL BE INSTALLED PER THE MANUFACTURE'S RECOMMENDATIONS.
- THE ROW LIMITS, UTILITY LOAKTONS, AND PROPOSED RAADWAYDRAAMASE IMPROVEMENTS, ETC... WERE DETAINED FROM WILLIAMSON COUNTY'S REPRESENTATIVES, JONAH WATER NOR ITS REPRESENTATIVES SHALL BE LIMBLE FOR THE ACCURACY OF THIS INFORMATION PROVIDED TO THEM
- , GONTRACTOR SHALL REFER TO THE ACTUAL EASEMENT DOCUMENTS FOR DESCRIPTIONS OF EASEMENTS.

T.B.P.E. F-16387 P.O. BOX 24192 WACD, TX 76702 PH. 254-744-3439 MILES@CAYOTECON.COM

NSULTING, LLC

TCP / EROSION CONTROL DETAIL	4
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GENERAL NOTES	ö

SHEET INDEX:



DATE APPROVED

OWNER

DATE APPROVED

2022 - FOR UTILITY ADJUSTMENTS

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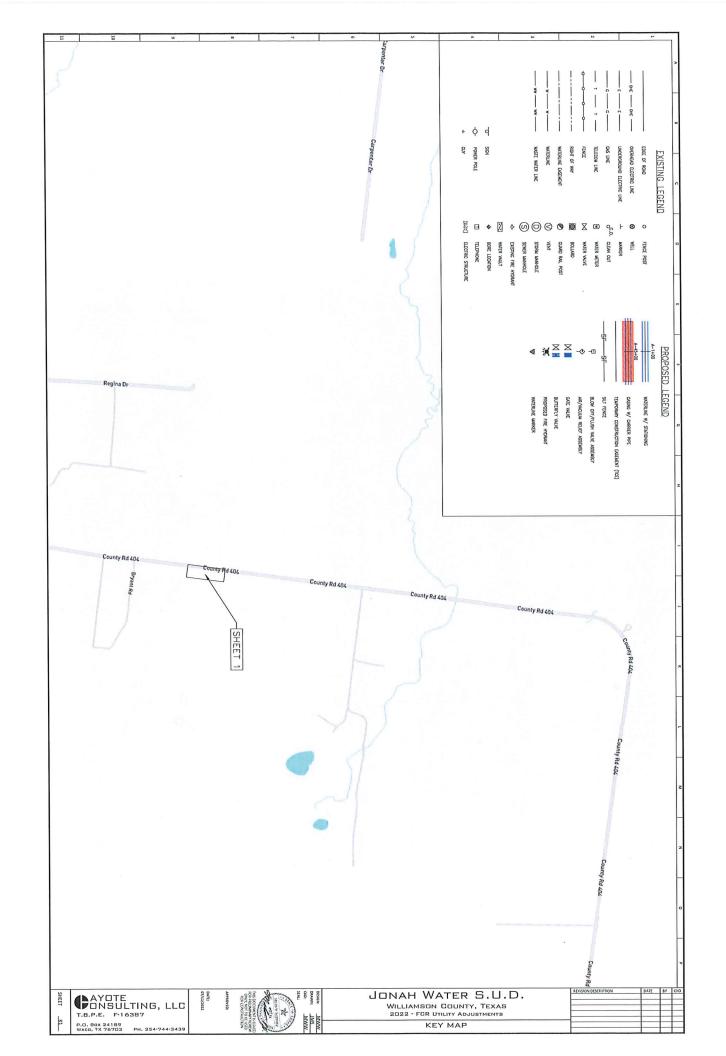
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<u> </u>	Item No.	ltem Description	A-00+00 to A-03+00	Project Totals
~	_	2" HDPE SDR 9 and Fittings; w/ Tracer Wire; Installed	40	40
	2	4" Steel Enc. Pipe, Open Cut; w/ 2" HDPE SDR 9 Pipe; Installed	213	213
,	3	2" Gate Valve, Box, and Marker, Installed	2	2
	4	Blow Off Valve Assembly and Marker, Installed	2	2
	5	Connect New 2" to Existing 2"; Installed	2	2
4	6	Cap Existing 2" Line; Complete	2	2
	7	Remove Existing Water Meter, Complete	1	
v	œ	Trench Safety System Design and Implementation	253	253
	9	Traffic Control Plan Development and Implementation		
6	10	SWPPP Design and Implementation		
	11	Mobilization (Not to Exceed 10% of Total Project Bid)		_

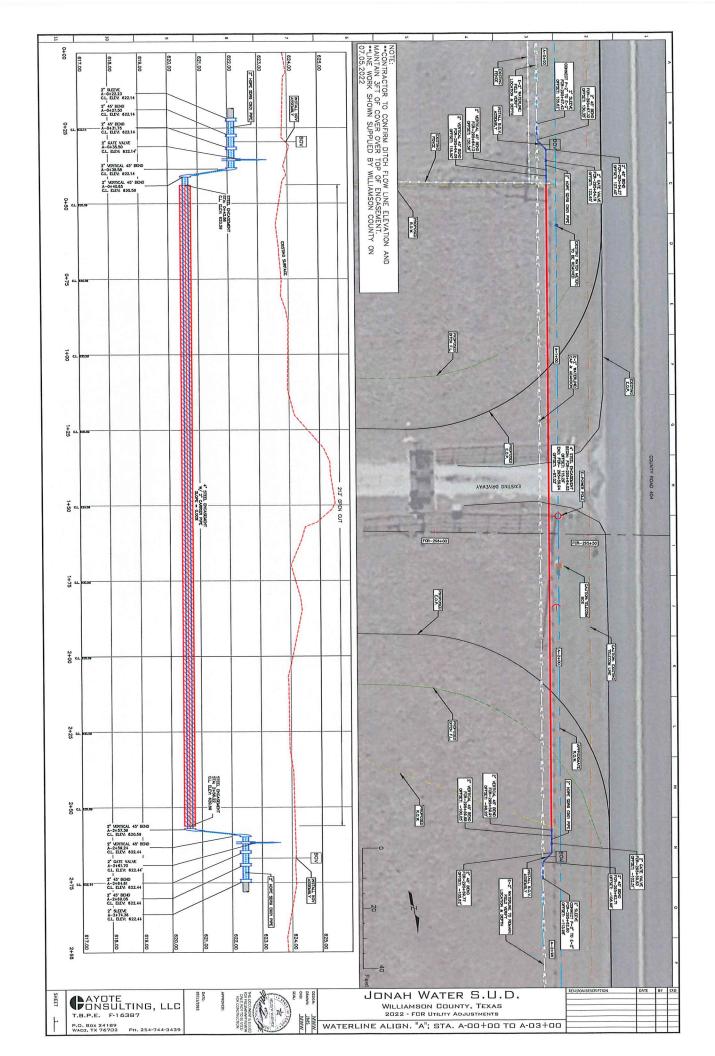
AYOTE DONSULTING, LLC T.B.P.E. F.16387
F.O. 802.24169
WACO, TX 76703 Ph. 254-744-3439

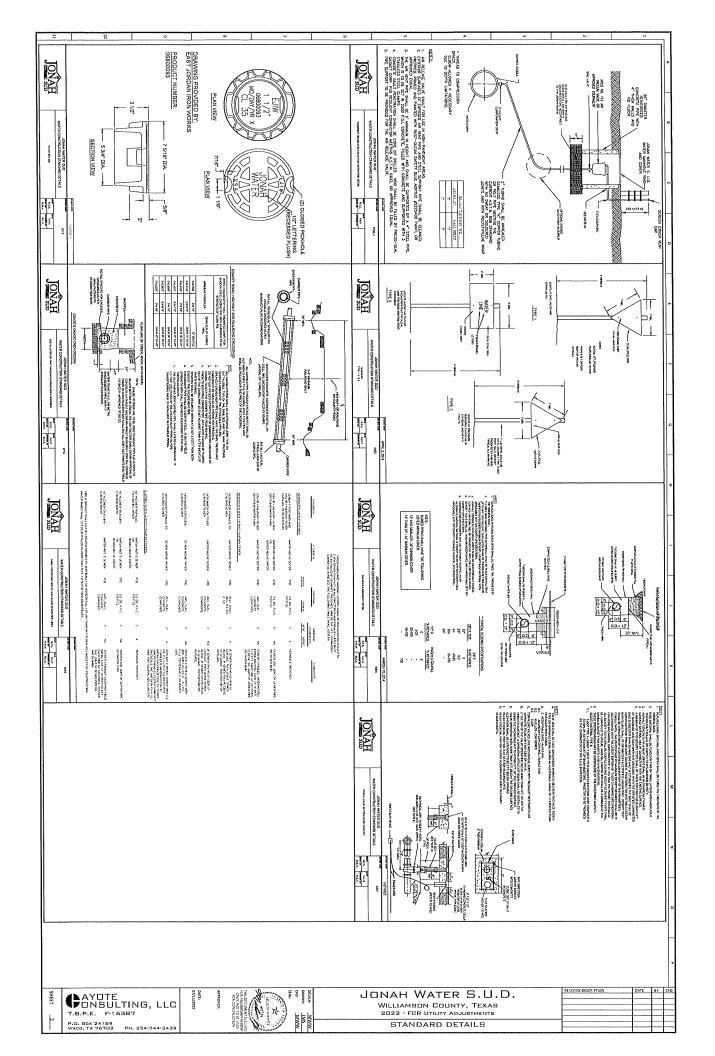


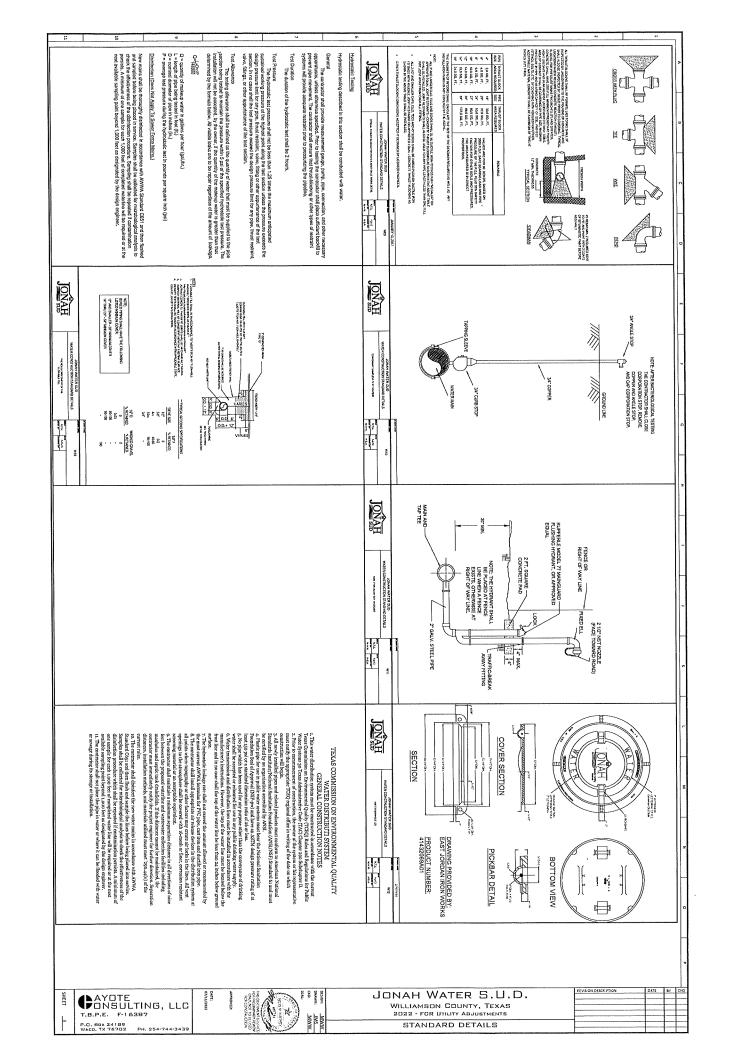
JONAH WATER S.U.D.
WILLIAMSON COUNTY, TEXAS
2022 - FOR UTILITY ADJUSTMENTS
TAKE OFF

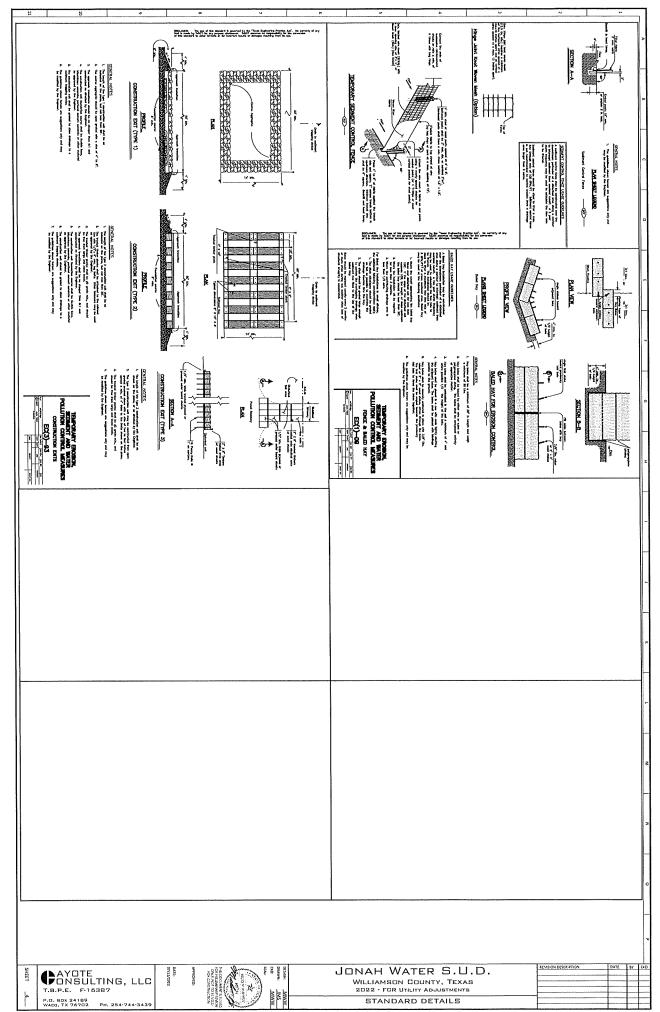
RELISION DESCRIPTION DATE BY COD













County:

Williamson

Parcel No.: Highway:

Easement 1

Limits:

C.R. 401/404 From: FM 973

To: Intersection of US 79

PROPERTY DESCRIPTION FOR EASEMENT 1

DESCRIPTION OF A 0.015 ACRE (669 SQ. FT.) EASEMENT LOCATED IN THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A, IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.015 ACRE (669 SQ. FT.) EASEMENT, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, same being the proposed east right-of-way line of C.R. 401, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of a called 47.634 acre tract of land, described in a deed to Taylor 47 Business, LLC, recorded in Document No. 2021184603, O.P.R.W.C.TX., bears S 51°27'26" E, a distance of 292.28 feet;

THENCE S 73°17'46" W, departing the existing north right-of-way line of said C.R. 403, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, a distance of 205.18 feet to calculated point (Surface Coordinates: N=10,179,838.06, E=3,203,923.59), for the southeast corner and **POINT OF BEGINNING** of the easement described herein;

THENCE continuing with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 1-3:

- 1) S 73°17'46" W, a distance of 20.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, for the southwest corner of the easement described herein,
- 2) N 46°02'00" W, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set, said point being the beginning of a curve to the right, and
- 3) With said curve to the right, an arc distance of 16.99 feet, through a delta of 00°57'43", having a radius of 1,012.00 feet, and a chord that bears N 15°58'02" E, a distance of 16.99 feet to a calculated point, for the northwest corner of the easement described herein;

THENCE departing the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 4-6:

- 4) S 46°02'00" E, a distance of 28.59 feet to a calculated point,
- 5) N 73°17'46" E, a distance of 11.22 feet to a calculated point, for the northeast corner of the easement described herein and,

Page 1 of 4

May 24, 2022

County:

Williamson

Parcel No.: Ea

Page 2 of 4 May 24, 2022

Highway:

Easement 1

Highway Limits:

C.R. 401/404

From: FM 973 To: Intersection of US 79

6) S 16°42'14" E, a distance of 15.00 feet to the **POINT OF BEGINNING**, and containing 0.015 acres (669 sg. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:

All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS

8

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

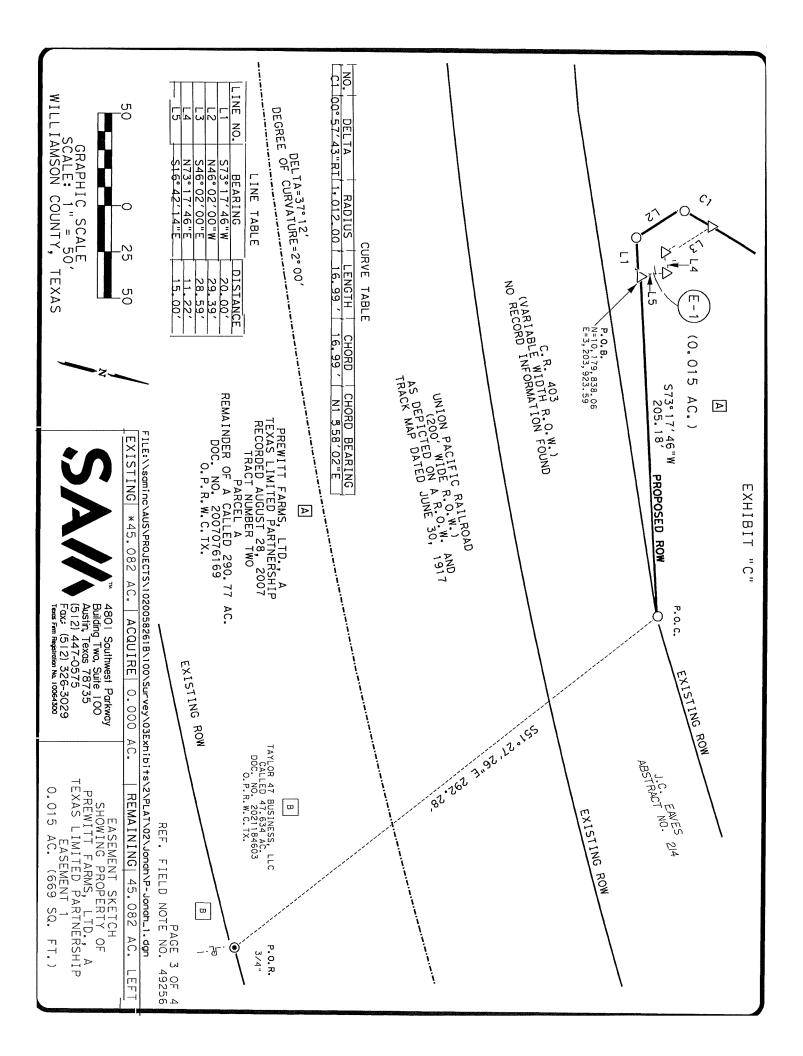
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC

4801 Southwest Pkwy Building Two, Suite 100 Austin, Texas 78735 TX. Firm No. 10064300 Scott C. Brashear Registered Profes Date

Registered Professional Land Surveyor

No. 6660 – State of Texas





NOTES:

- 1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE ADD MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012352. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
- THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TEXAS TITLE INSURANCE COMPANY, GF NO. GTZ100341, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
- 4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE. 3.C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
- * AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND THE BEST OF MY KNOWLEDGE AND BELIEF. CORRECT TO

SCOTT C. BRASHEAR REGISTERED PROFESSIONAL LAND NO. 6660, STATE OF TEXAS

SURVEYOR

124/22

EXISTING | *45.082 AC. Building Two, Suite 100 Austin, Texas 78735 (512) 447-0575 Fax: (512) 326-3029 Texas Frim Registration No. 10064300 480 | Southwest Parkway ACQUIRE | 0.000

... ...

E. THE RIGHTS OF LOWER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT LEVY TAXES AND ISSUE BONDS.

F. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMINITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS THAT ARE NOT LISTED.

교심는 ALL VISIBLE AND APPARENT EASEMENTS AND UNDERGROUND EASEMENTS, THE EXISTENCE WHICH MAY ARISE BY UNRECORDED GRANT OR USE.

RIGHTS OF PARTIES IN POSSESSION.

INTENTIONALLY DELETED.

J. TERMS, PROVISIONS AND STIPULATIONS OF A POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES DATED JANUARY 19, 2022, EXECUTED BY AND BETWEEN PREWITT AARMS, LTD, AND ZIZINIA WILLIAMSON COUNTY, LTD. AND WILLIAMSON COUNTY, TEXAS, OFFICIAL RECORDED UNDER DOCUMENT NO. 2022032016, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (SUBJECT TO IF APPLICABLE)

SCHEDULE ₽.

THIS SURVEY HEREON WAS PREFARED IN CONJUCTION WITH THAT CONTINUE FOR TITLE INSURANCE GF NO. GTZ100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE MAY 3, 2022, AND ISSUED DATE MAY 11, 2022.

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS OR BUST INSERT MATTERS OR DELETE THIS EXCEPTION.):

A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A. A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 2015061237, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS. (UNABLE TO PLOT, MAY AFFECT)

C. EASEMENT DEED BY COURT ORDER IN
SETTLEMENT OF LANDOWNER ACTION FILED AUGUST
12, 2020 TO QWEST COMMUNICATIONS COMPANY,
LLC, F.K.A QWEST COMMUNICATIONS
CORPORATION, SPRINT COMMUNICATIONS
LP AND LEVEL 3 COMMUNICATIONS, LLC,
PRECORDED UNDER DOCUMENT NO. 2015075890,
OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS.
(BLANKET IN NATURE, MAY AFFECT)



PAGE FIELD NOTE NO. 4 4 OF 4 49256

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibi+s\2\PLAT\02\Jondh\P-Jondh_1.dgn AC. REMAINING | 45.082 AC. LEF

PREWITT FARMS, LTD., A 0 015 EASEMENT SKETCH
SHOWING PROPERTY OF ASEMENT (669