INTERLOCAL AGREEMENT REGARDING

RELOCATION OF WATER SYSTEM IMPROVEMENTS FM 3349 (Southeast Loop Segment 3)

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 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 acquiring property for the proposed construction of improvements to FM 3349, the location of which is shown on Exhibit "A", 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 are attached hereto as Exhibit "B" (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 STATEMENT

- 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 only to certain

betterment Easement Costs reimbursement as detailed below. As stated below, the County must reimburse the District for all costs related to the design of the Plans.

1.03 County to Obtain Easements. The County must acquire at its own expense all necessary easements required by the District for the County Project and the Relocation Project as shown in the Plans. This agreement specifically allows 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 is attached hereto as Exhibit "C". The District is not responsible for costs associated with easement acquisition for the County Project or Relocation Project, other than for newly established easement area shares as identified below. The easements' locations and widths shall be agreed upon by the District and the County, and any easements which are not acquired directly in the name of the District as Grantee shall be assigned by the County to the District upon completion of construction of the Relocation Project.

The parties acknowledge that County has been requested to acquire certain newly established easement areas in addition to replacement widths for what County Project conflicted locations are currently existing, which results in a betterment to District. County shall be responsible for 87% of the total documented easement acquisition purchase prices or condemnation acquisition values, and District shall be responsible for 13% of the documented easement acquisition purchase prices or condemnation acquisition values. The District's 13% share of the Easement Costs will be due and owing thirty (30) days after the District has completed and accepted the completed Relocation Project, or upon final completion of acquisition of the easements, whichever occurs sooner.

- 1.04 District 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 51.60% of District's costs pursuant to the Prompt Payment Act, Chapter 2251 of the Texas Government Code.
- 1.05 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 51.60% of the construction costs of the Relocation Project (estimated at \$3,660,705.28) and the District is responsible for 48.40% of the construction costs of the Relocation Project (estimated at \$3,433,877.26). Collectively, these shares are referred to as the Construction Costs. All design costs are included within the Construction Costs.

- 2.02 Payment and Maintenance. The District's 48.40% 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.
- 2.03 Construction Plans. The District must submit 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, in accordance with the Plans.
- **2.04** 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.
- 2.05 Insurance, Bonds, Warranties and Construction Permits. 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. The County and/or its contractor or agents shall be solely responsible for obtaining all regulatory permits or other approvals, including required specifically from Union Pacific Railroad, which are required to carry out construction of the County Project and Relocation Project in accordance with the Plans, however, the District shall promptly provide any reasonable assistance or information, at no cost to District, requested to assist with any permit submission process.
- 2.06 Other Costs. The County must reimburse the District for 51.60% of all invoice documented and submitted costs incurred by the District for inspections, permitting, engineering and legal services related to the Relocation Project, in accordance with the Texas Prompt Payment Act.
- **2.07 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 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** 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.
- **4.03** 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.
- **4.04** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **4.05 Effective Date.** This Agreement is effective from the date of execution by the authorized representative of each Party.

- 4.06 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 and only relates to those portions of the County Project or Relocation Project shown in the Plans.
- **4.07** Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- **4.08 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.
- **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.

(SIGNATURES ON THE FOLLOWING PAGE)

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION IS REQUIRED SHEET NO. INDEX 9 INDEX OF SHEETS TITLE SHEET DESCRIPTION SHEETS END CSJ 3486-01-008 Q FM3349 STA 561+97.69 END PROJECT B NBFR STA 1567+02.58 WILLIAMSON NET LENGTH OF NEW ROADWAY = 34,976.06 FT (6.624 MILES) NET LENGTH OF NEW BRIDGE = 3,923.00 FT (0.743 MILES) NET LENGTH OF PROJECT = 38,899.06 FT (7.367 MILES) PRECINCT LIMITS: FM 3349 FROM NORTH OF CR 404 TO CR 395 FM CSJ: 3486-01-008, 3349 $\mathbb{A}\mathbb{T}$ NUMBER US 79 ETC A_{-} FM 3349 SBFR UTURN US 79 ROADWAY FM 3349 ROADWAY JUG HANDLE CLASSIFICATION PRINCIPAL ARTERIAL * LOW SPEED URBAN CRITERIA COLLECTOR COLLECTOR 2,130 ADT (2024) TEXAS CONTROL STATE SECTION DISTRICT AUS 9 FEDERAL AID PROJECT NO. 4,550 ADT (2044) 65 MPH 20 MPH 60 MPH WILLIAMSON 45 MPH * DESIGN SPEED 008, ETC JOB

FM 3349 SHEET NO.

REQUIRED SIGNS SHALL BE PLACED IN ACCORDANCE WITH STANDARD SHEETS BC(1)-21 THRU BC(12)-21 AND THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". 4 PROJECT LOCATION END CSJ 0204-02-034 NEND CONSTRUCTION US79 STA 702+40.00 END CONSTRUCTION
B. SBFR
STA 2543+30.01
BEGIN CONSTRUCTION
Q. CR101
STA 34+42.85 END CONSTRUCTION
E CR101
STA 35+50.00 BEGIN CSJ 3486-01-008 Q FM3349 STA 418+23.11 BEGIN PROJECT B TRANSITION STA 10+75.00 END CONSTRUCTION
B. TRANSITION
STA 14+30.93
BEGIN CONSTRUCTION
Q. SBFR
Q. SBFR
STA 2424+35.31 678+10.00 100+63.00 CSJ 0204-02-034 CONSTRUCTION CSJ 0914-05-211 CONSTRUCTION FOR THE CONSTRUCTION OF A TWO LANE DIVIDED ROADWAY CONSISTING OF GRADING, FLEX BASE, ASPHALT PAVEMENT, RETAINING WALLS, BRIDGE STRUCTURES, STORM SEWERS, EXCEPTIONS: NONE
EQUATIONS: B TRANSITION STA 17+00.00, 18' LT=B SBFR STA 2423+37.73
B TRANSITION STA 14+28.60' RT = C CR101 STA 34+30.84
B TRANSITION STA 14+28.60, 39.58' RT = B NBFR STA 1425+4
RAILROAD CROSSING: UPRR
WATERSHED: BRUSHY CREEK
AREA OF CONSTRUCTION DISTURBANCE: 136 ACRES PHALT PAVEMENT, RETAINING WALLS, BRIDGE STRUCTURES, STORM CULVERTS, EROSION CONTROL, SIGNING AND PAVEMENT MARKINGS. VICINITY MAP 3349 END CSJ 0914-05-211 END CONSTRUCTION BUJUG STA 138+64.61 BEGIN CONSTRUCTION
B. NBFR
STA 1425+43.28 (79 **⊕**-Z-APPROVED FOR LETTING: DIRECTOR PLANNING RECOMMENDED FOR LETTING: SUBMITTED FOR LETTING: DISTRICT AREA ENGINEER



© 2021 TxDOT

JUGHANDLE ROAD FM 3349 NBFR

2,920 2,130

4,100 4,450

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APPROVED BY: WILLIAMSON COUNTY

BILL GRAVELL JR WILLIAMSON COUNTY JUDGE DATE

DESIGN

ENGINEER

DATE

RUSS BOLES D. WILLIAMSON COUNTY COMMISSIONER PRECINCT 4

OF TRANSPORTATION, &DEVELOPMENT

NAME, PE ROAD BOND MANAGEMENT TEAM

APPROVED BY: HNTB CORPORATION

PRELIMINARY-FOR INFORMATION

ONL Y

PURPOSE OF INTERIM REVIEW AND NOT TO BE USED FOR CONSTRUCTION THIS DOCUMENT IS RELEASED FOR

THE ION,

BIDDING,

OR PERMITTING PURPOSES

1425+43,28

DATE

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITMES LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273,

WILLIAMSON COUNTY

 \bigcirc

1DR Engineering, Inc.
710 Hesters Crossing, Suite 150
7ound Rock, Texas 78681
Texas Registered Engineering Firm F-754

PHILIP A. FULTON PROJECT MANAGER

PREPARED BY: HDR ENGINEERING, INC. TBPE FIRM NO. F-754

DATE

P. E. Serial 9/3/2021 No.

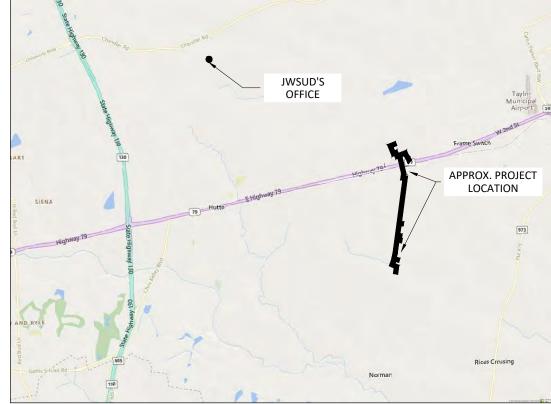
pervised By: PHILIP A. 73469

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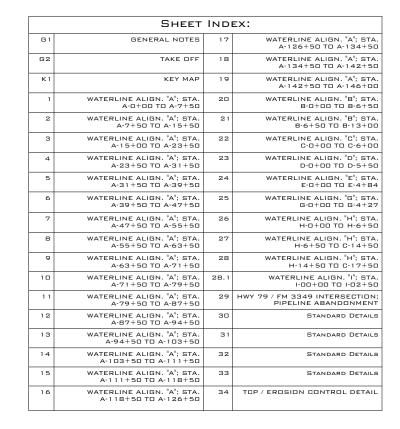
2021 - FM 3349, UTILITY ADJUSTMENTS

- 1. THESE PLANS DO NOT INDICATE DETAILED TOPOGRAPHY, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSPECT THE PROJECT BEFORE SUBMITTING BIDS TO DETERMINE LOCATIONS OF VARIOUS TOPOGRAPHIC FEATURES THAT COULD EFFECT
- 2. THE CONTRACTOR SHALL NOTIFY
- 2.1. THE TXDOT HIGHWAY MAINTENANGE FOREMAN
 2.2. RAILWAY SUPERINTENDENT
 2.3. COUNTY COMMISSIONER
- 2.4. APPLICABLE CITY
- 2.5. APPLICABLE UTILITY COMPANIES
- 48 HOURS PRIOR TO STARTING CONSTRUCTION ON ANY HIGHWAY OR RAILROAD AND IN THE VICINITY OF ANY EXISTING UTILITIES, AND SHALL BE SUBJECT TO INSPECTION AND COMPLIANCE WITH THE ABOVE AUTHORITIES.
- 3. THIS WATER DISTRIBUTION SYSTEM MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC)
- 4. ALL NEWLY INSTALLED PIPES AND RELATED PRODUCTS MUST CONFORM TO AMERICAN NATIONAL STANDARDS INSTITUTE/NATIONAL SANITATION FOUNDATION (ANSI/NSF) STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- 5. 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
- 6. WATER TRANSMISSION AND DISTRIBUTION LINES MUST BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
- 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.
- 8. COORDINATE ANY PLANNED INTERRUPTIONS TO SERVICE WITH THE APPLICABLE UTILITY PURVEYOR A MINIMUM 48 HOURS IN ADVANCE
- 9. ANY AND ALL OBJECTS THAT BECOME DAMAGED AND/OR DESTROYED BY THE CONSTRUCTION PROCESS SHALL BE REPLACED OR RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED JUST PRIOR TO THE INCIDENT OR INCIDENTS.
- IO. PROPERTY OWNERS SHALL HAVE ACCESS TO THEIR RESPECTED PROPERTY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE PROPERTY OWNER IF PROPERTY ACCESS IS TO BE DENIED FOR ANY PERIOD OF TIME. THE CONTRACTOR SHALL TAKE STEPS TO ASSURE THAT ACCESS IS ACHIEVED IN THE PERIODS OF THE CONTRACTOR'S ABSENCE.
- 1. TRAFFIC CONTROL PLANS SHALL BE IN ACCORDANCE WITH TCP(1-1)-12 THROUGH TCP(1-6)-12: SEE HTTPS://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm FOR SHEETS.



PROJECT SPECIFIC NOTES:

- 1. 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.
- 5. ALL MATERIAL TO BE USED SHALL COMPLY WITH THE BUY AMERICA PROVISIONS OF 23 U.S.C. § 313, 23 CFR 635.410, AS AMENDED, AND THE STEEL AND IRON PREFERENCE PROVISIONS OF TEXAS TRANSPORTATION CODE § 223.045 AND, WHEN PRODUCTS THAT ARE COMPOSED PREDOMINATELY OF STEEL AND/OR IRON ARE INCORPORATED INTO THE PERMANENT INSTALLATION OF THE UTILITY FACILITY, USE DOMESTICALLY MANUFACTURED PRODUCTS. TXDOT FORM 1818 (MATERIAL STATEMENT), ALONG WITH ALL REQUIRED ATTACHMENTS, MUST BE SUBMITTED, PRIOR TO THE COMMENCEMENT OF THE ADJUSTMENT REMOVAL, AND RELOCATION OF THE FACILITY, AS EVIDENCE OF COMPLIANCE WITH THE AFOREMENTIONED DEDUCEDNS.





APPROVED

12/16/2021

DATE APPROVED



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



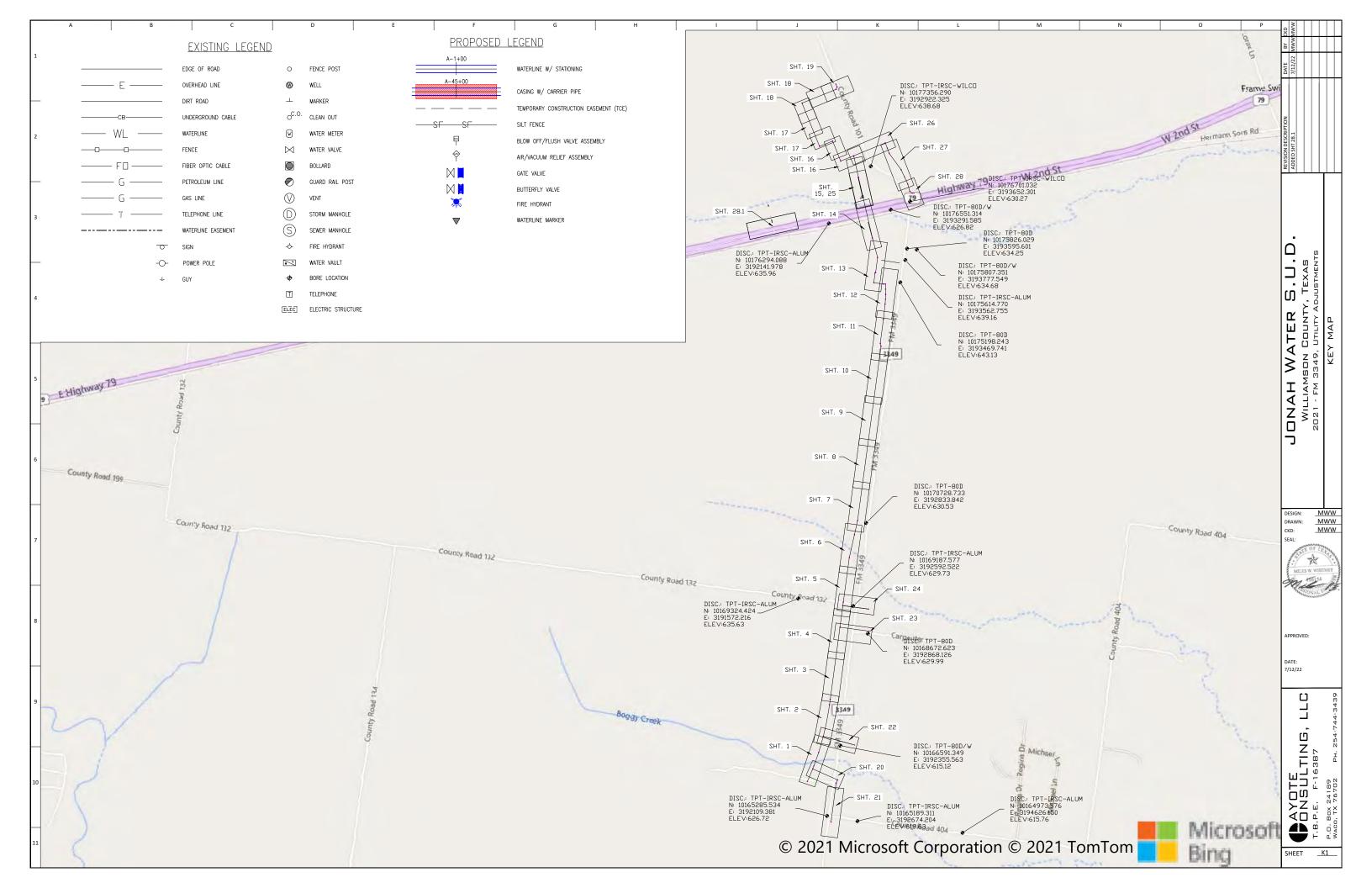


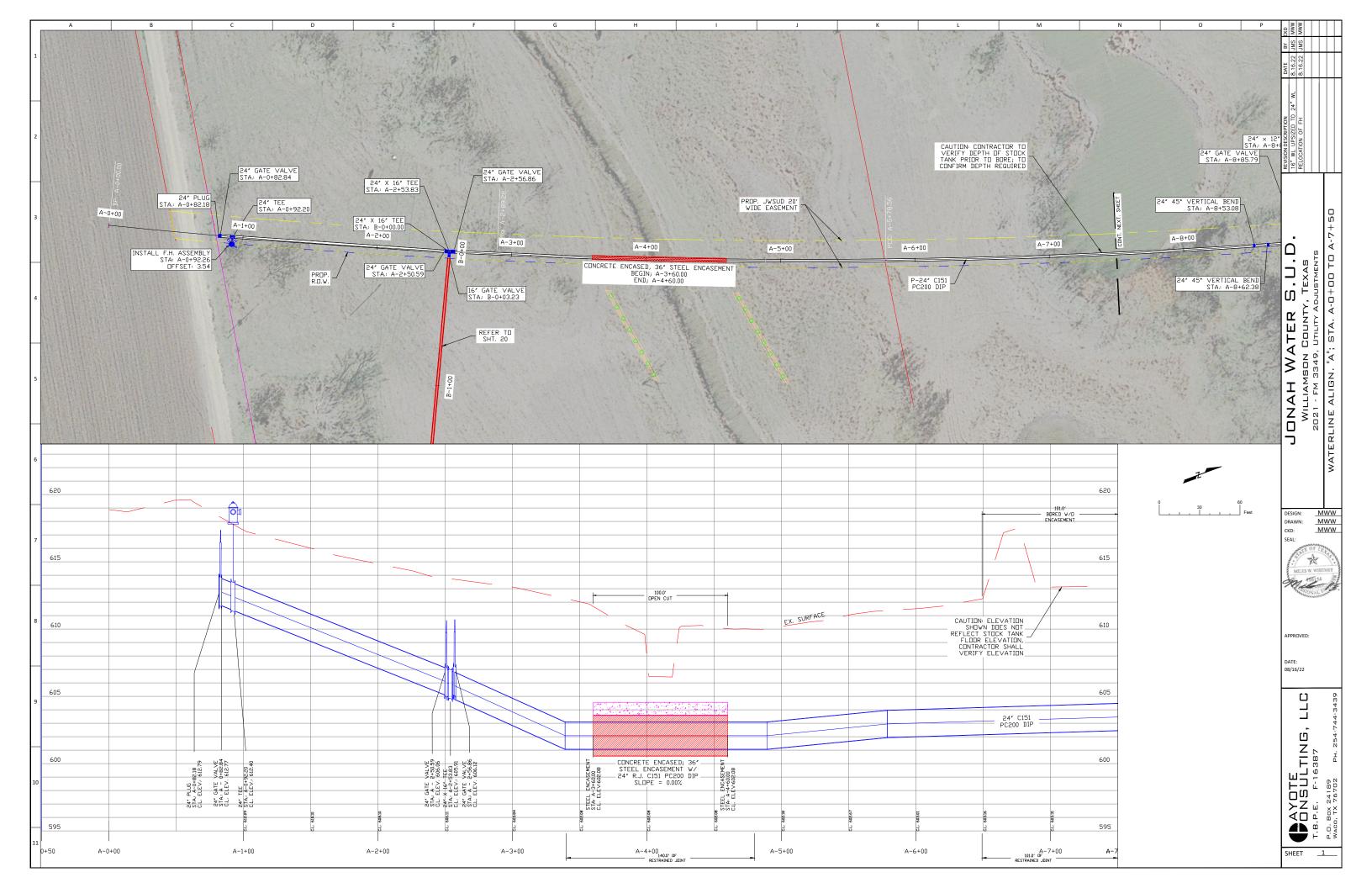
11/16/2021 DATE APPROVED

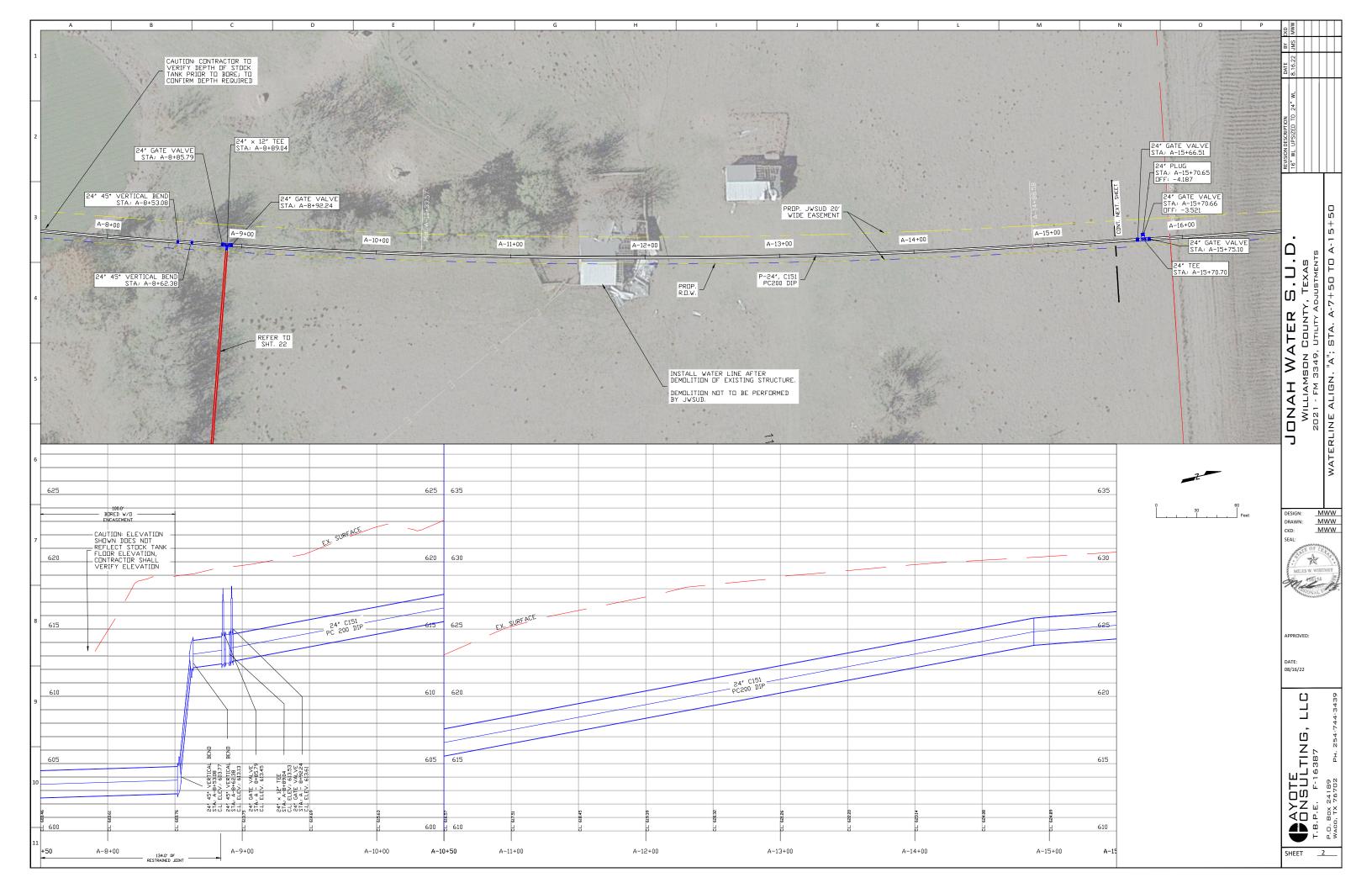
JONAH WATER S.U.D. 2021 - FM 3349, UTILITY ADJUSTMENTS

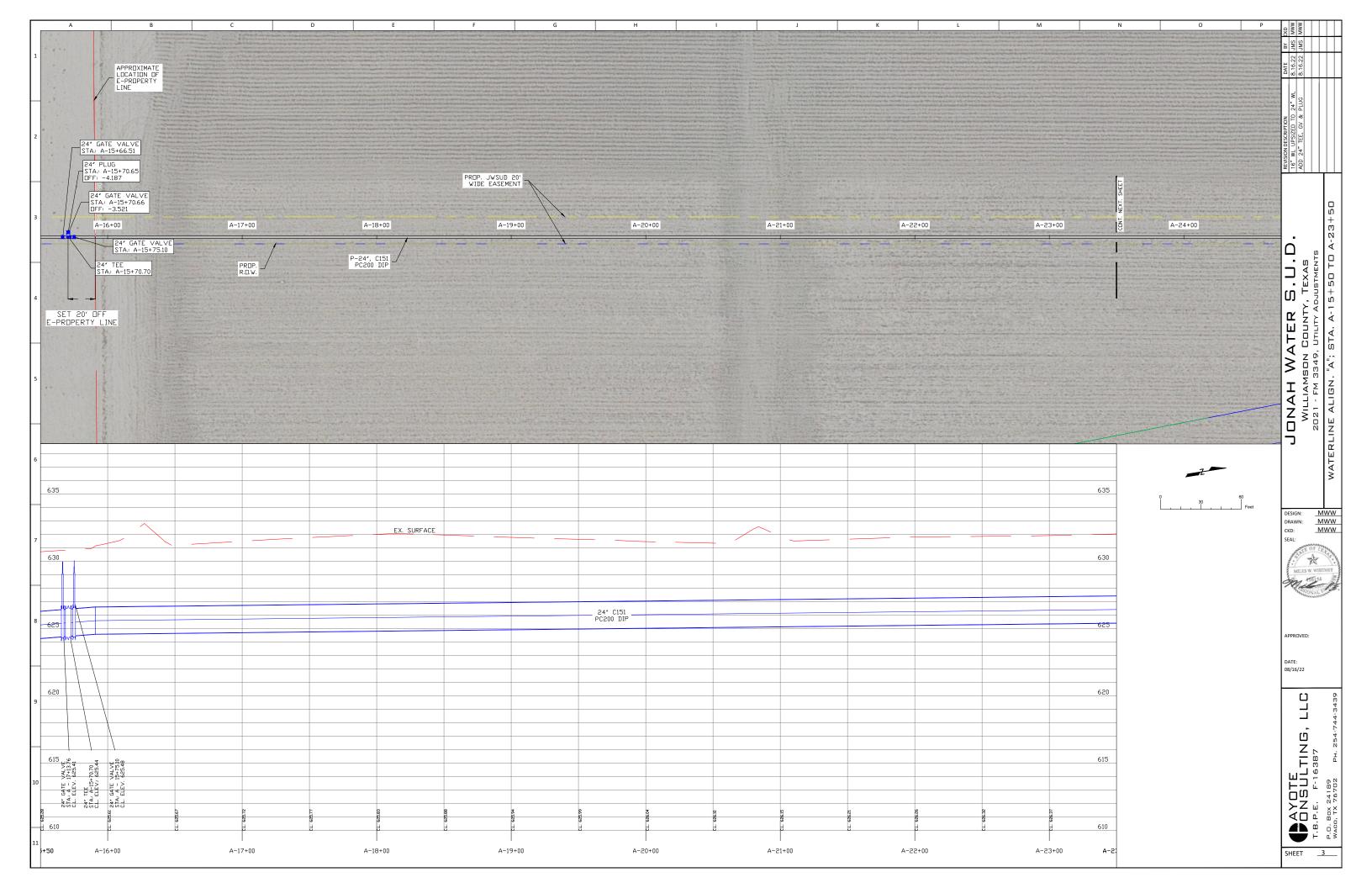
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Remove Existing Gate Valve																								3						3	3
Cap and Grout Fill Abandoned Various Size Waterlines within TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials,																															
TxDOT/R.R. R.O.W.; Complete, to Include Required Caps, Materials, Equipment, and Labor																														2,330	130 MI
																															-
Remove and Replace Existing Reinforced Concrete Drive, to Saw Cutting and Compacted Garvel Trench Backfill; Complete							73																							73	3
Compacted Gravel Drive						118									419															8/17	237
																															4
Gravel Trench Backfill; Installed	1																													1	1 APPROV
Compacted Gravel Drive Replacement, to Include Compacted Gravel Trench Backfil; Installed Hydro-Mulch Seeding Project; Complete Universected Utility Conflicts		244	800	800	788	800	800	800	800	800	800	700	975	754	700	800	800	803	295	527	569	435	390	358	430	570	800	270	240	18,671	
PydroMuch Seeding Project; Complete Unexpected Utility Conflicts Trench Safety System Design and	567	700																												-1	1
Iny and student Seeding Project; Complete Unexpected Utility Conflicts Trench Safety System Design and Implementation	567	700																													DATE:
Ingeroation Seeding Project; Complete Unexpected Utility Conflicts Trench Safety System Design and Implementation Traffic Control Plan Development and Implementation	567	700					'											i		1	1	I .		i	1	1					
Ny droining in Seeding Project; Complete Inexpected Utility Conflicts French Safety System Design and implementation	1	700																													08/16/2

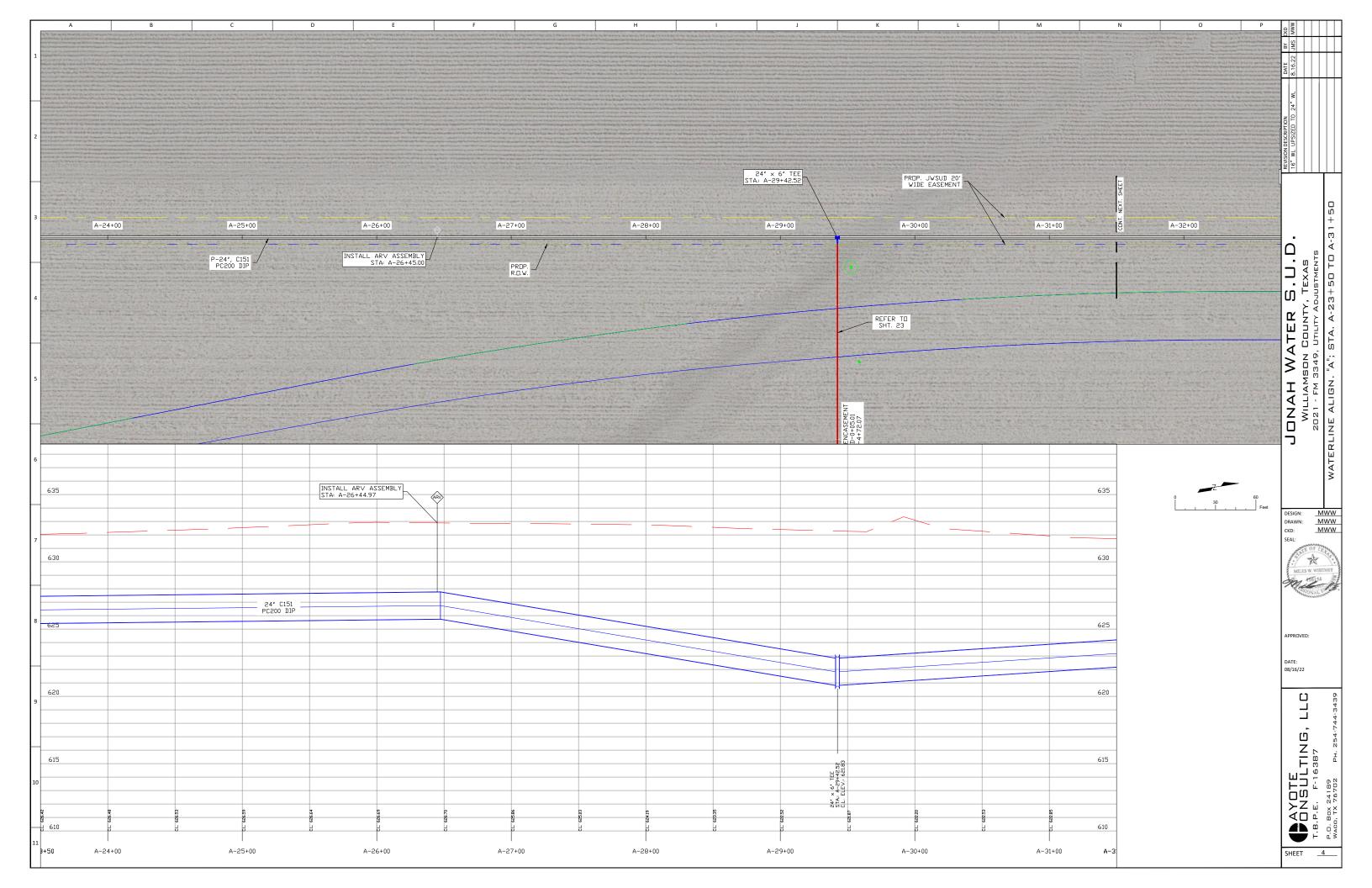
SHEET G2

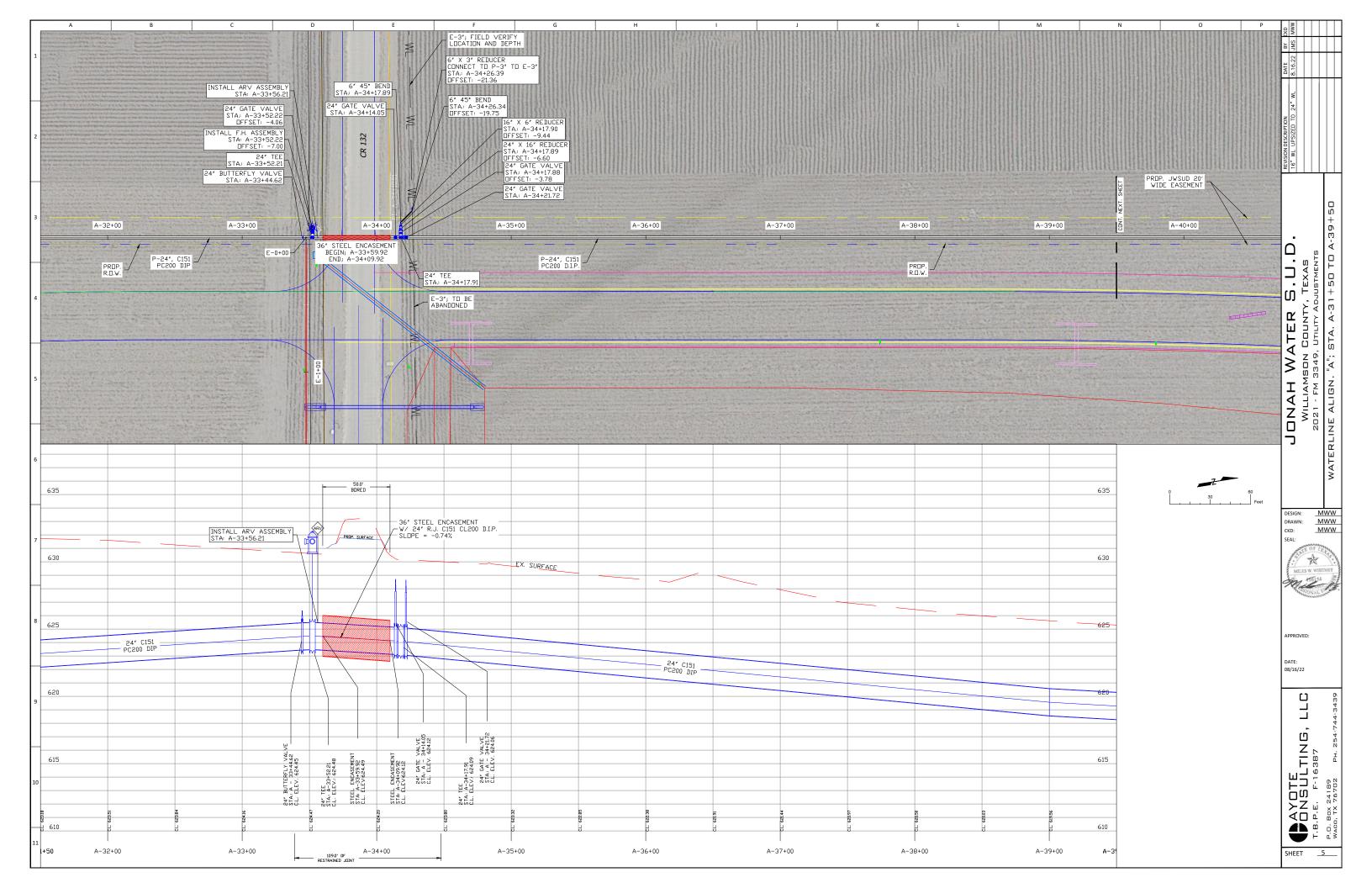


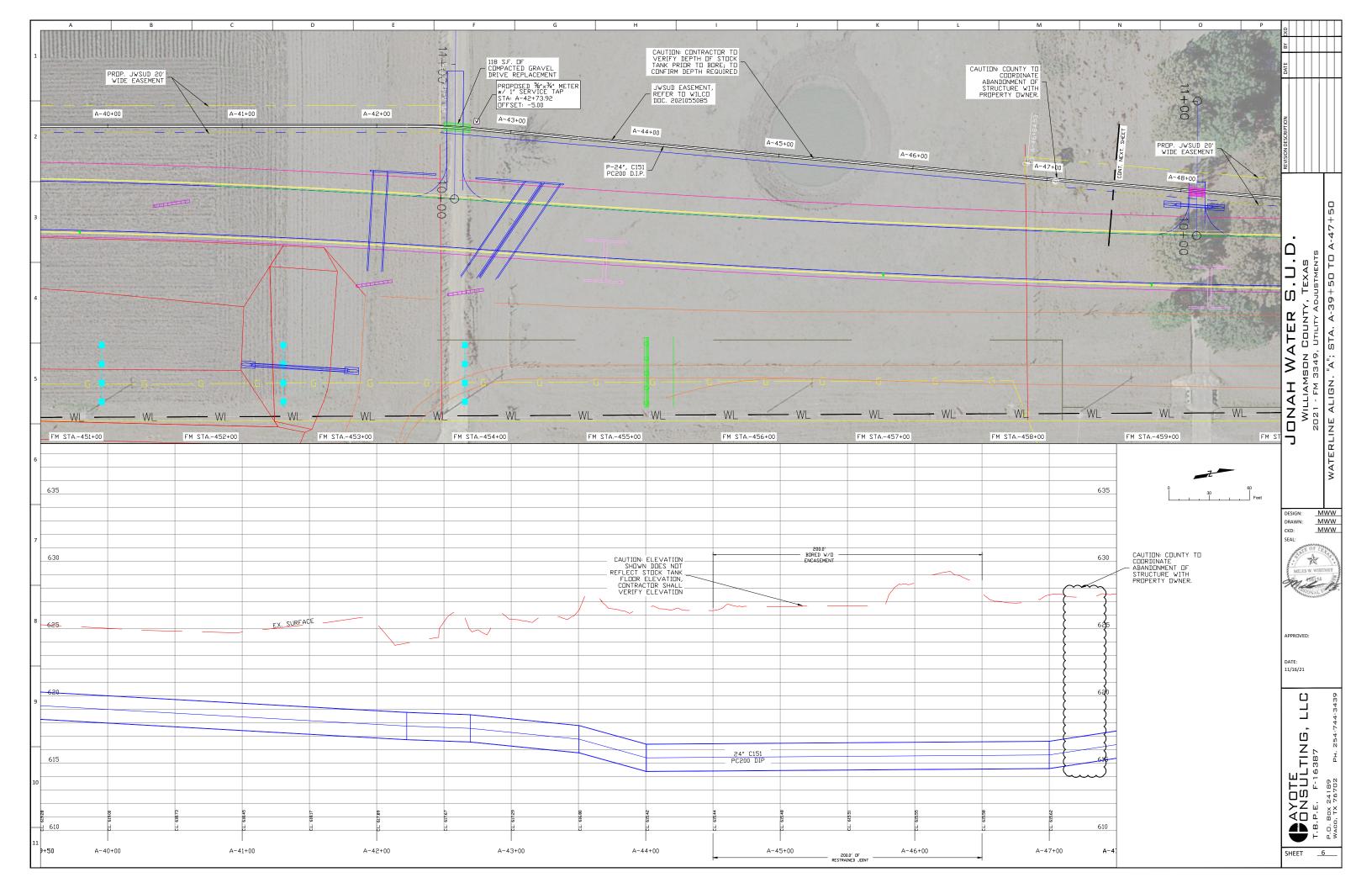


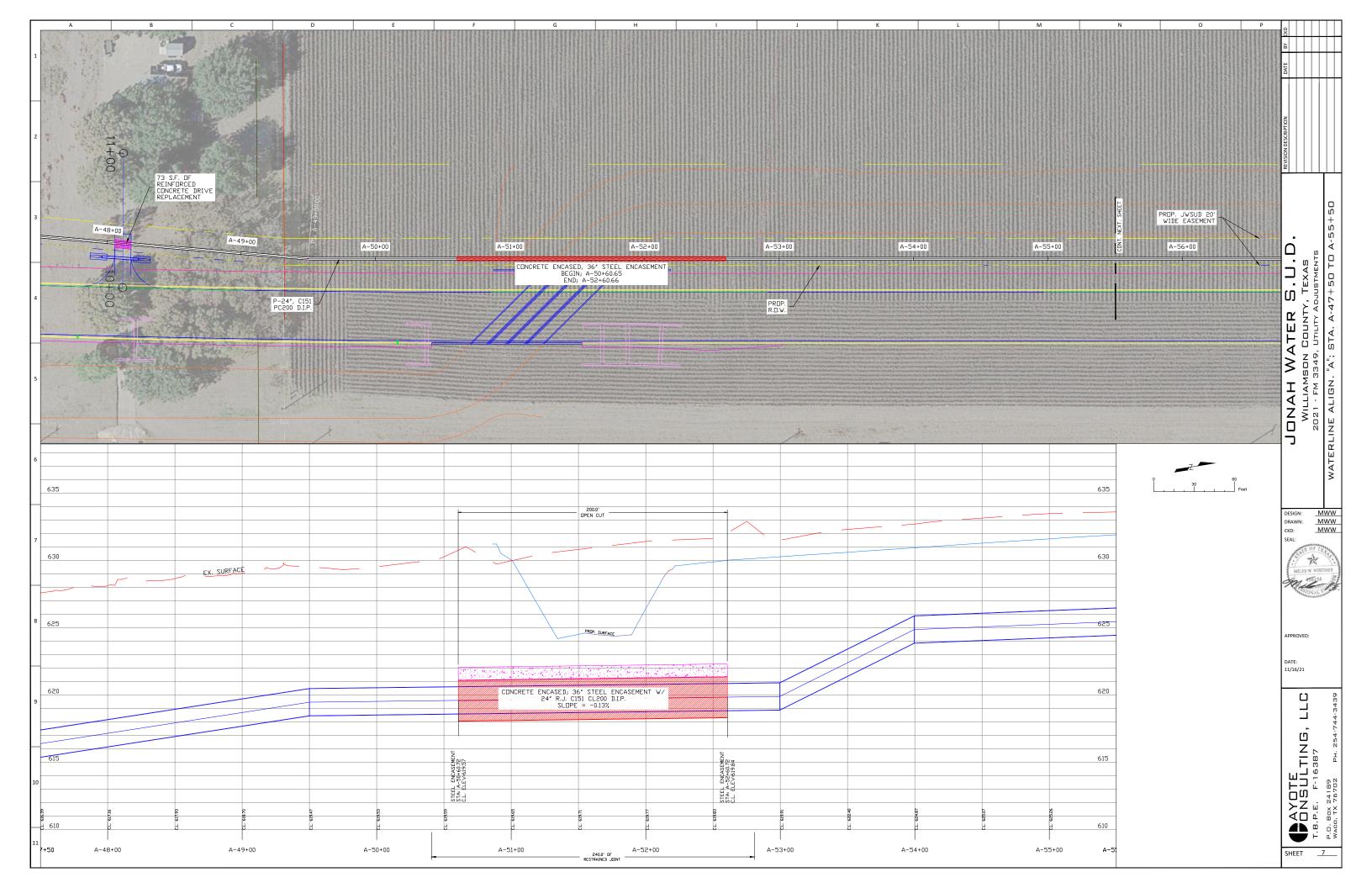


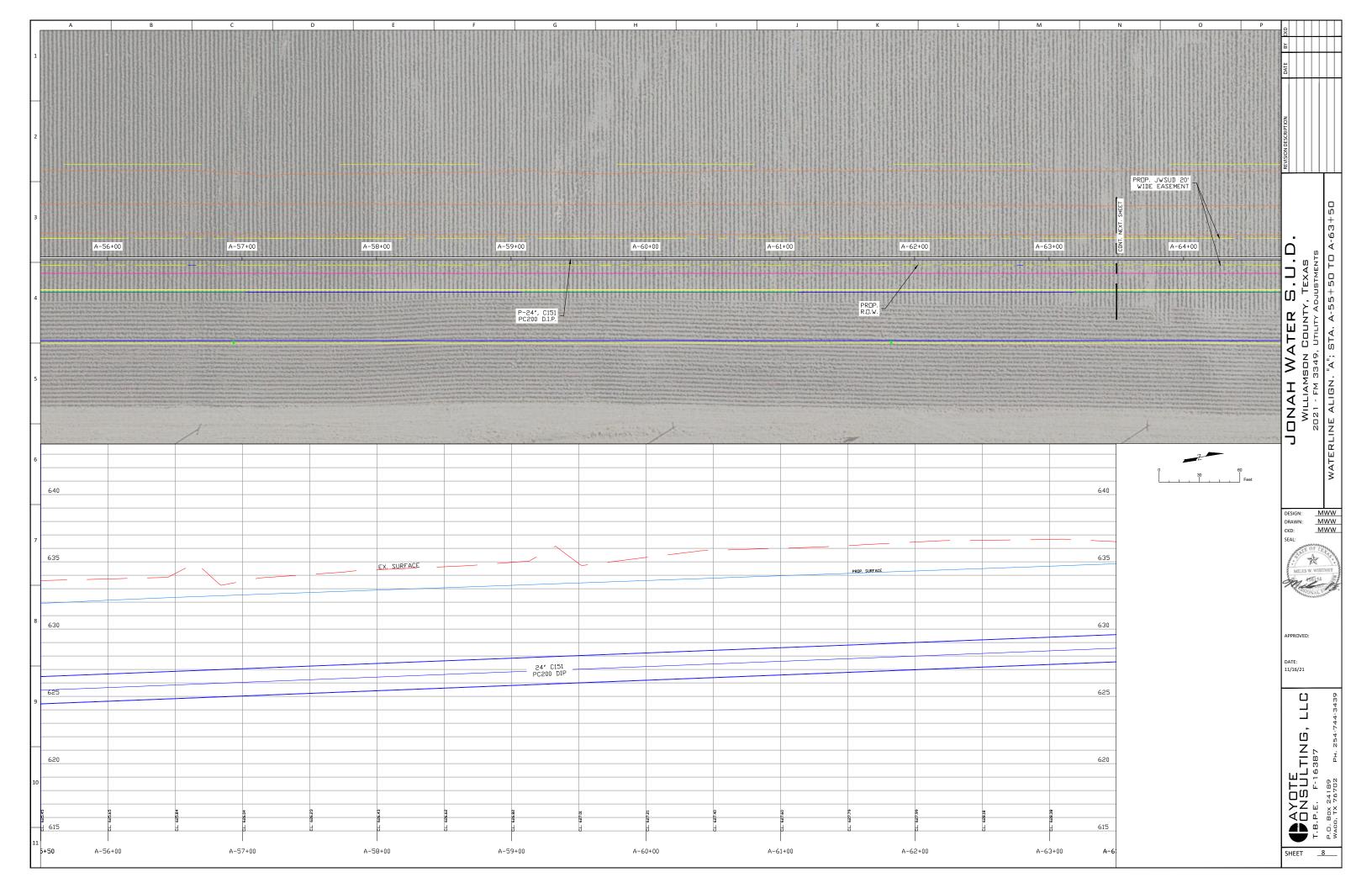


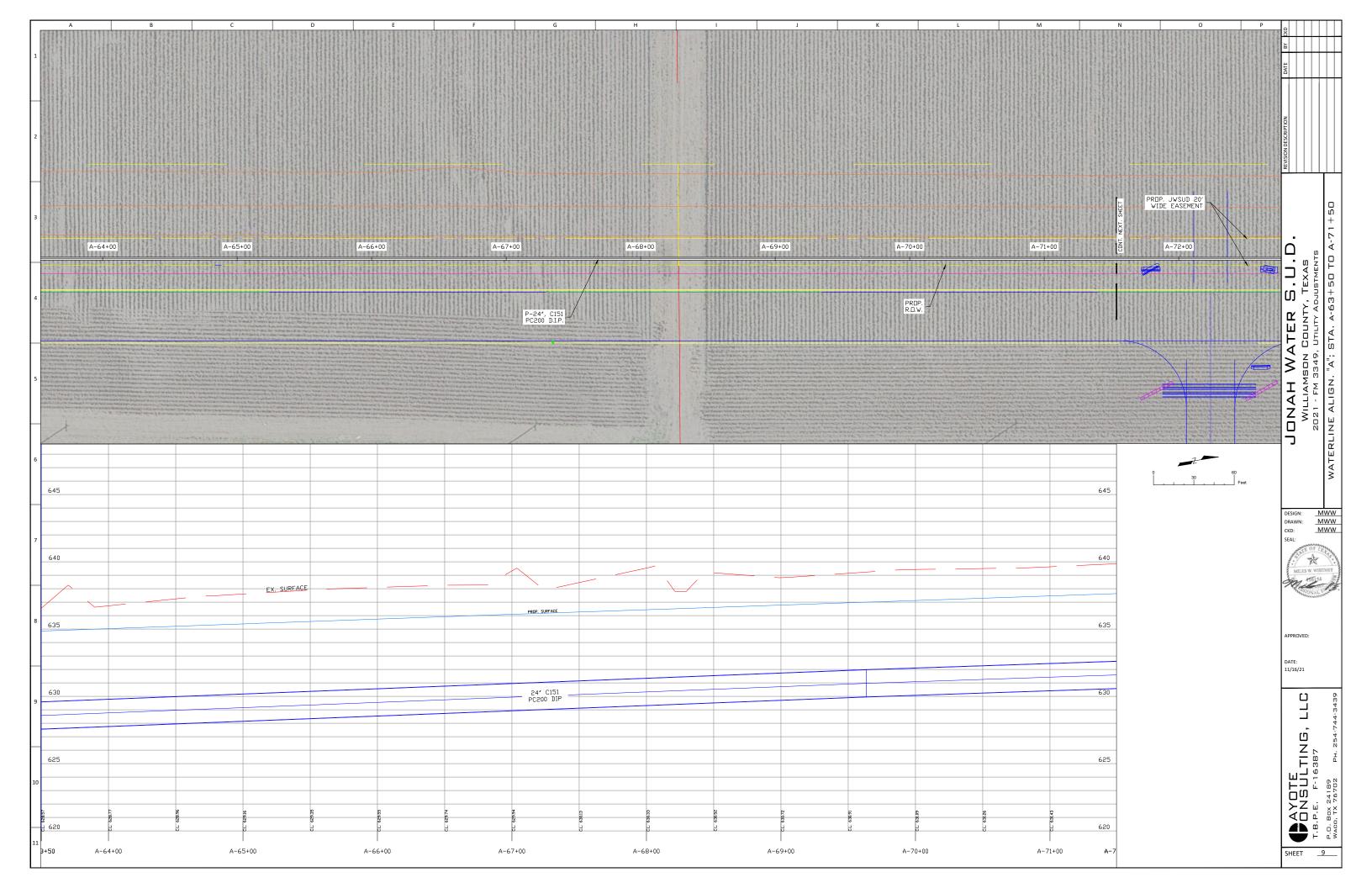


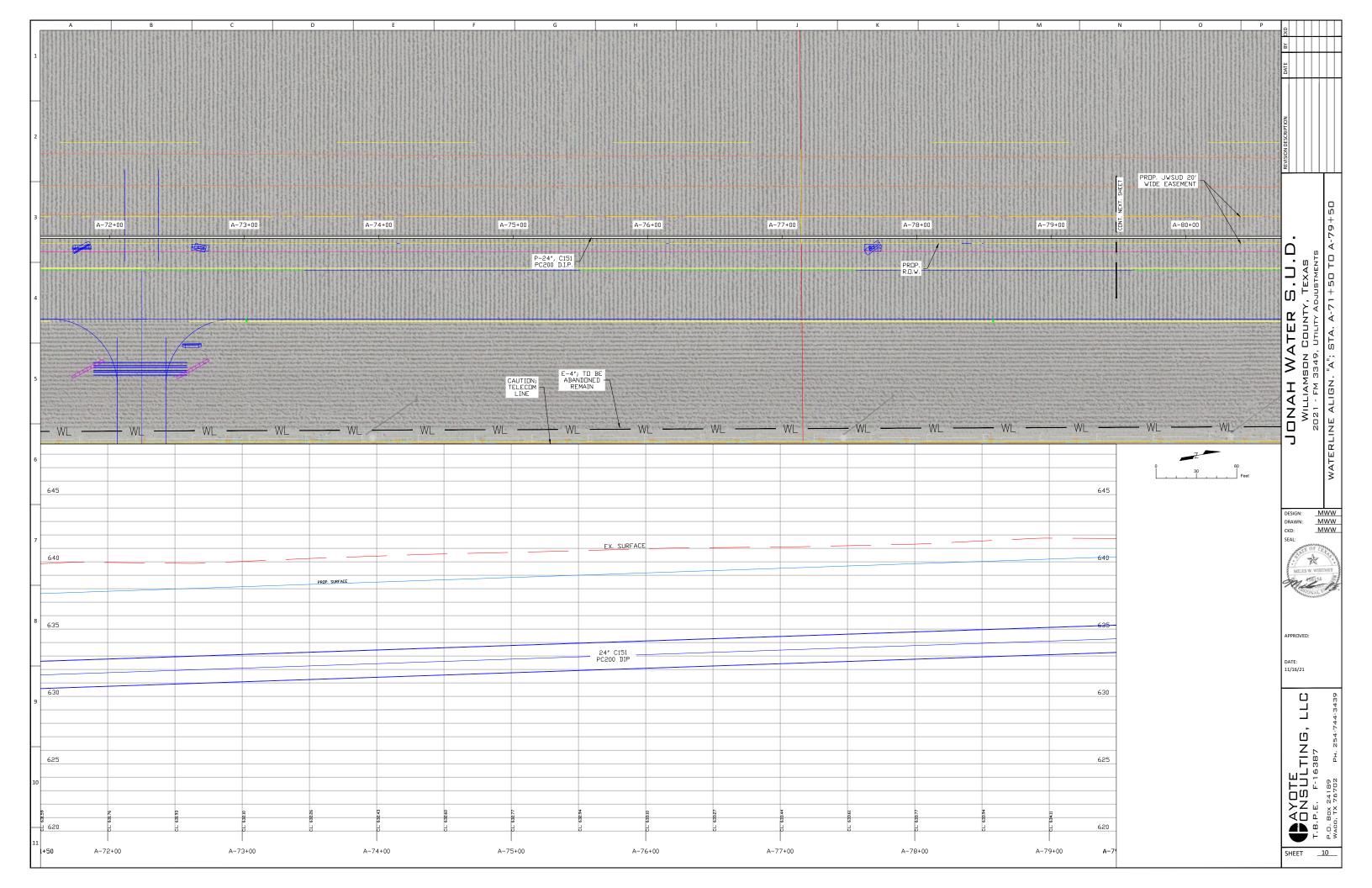


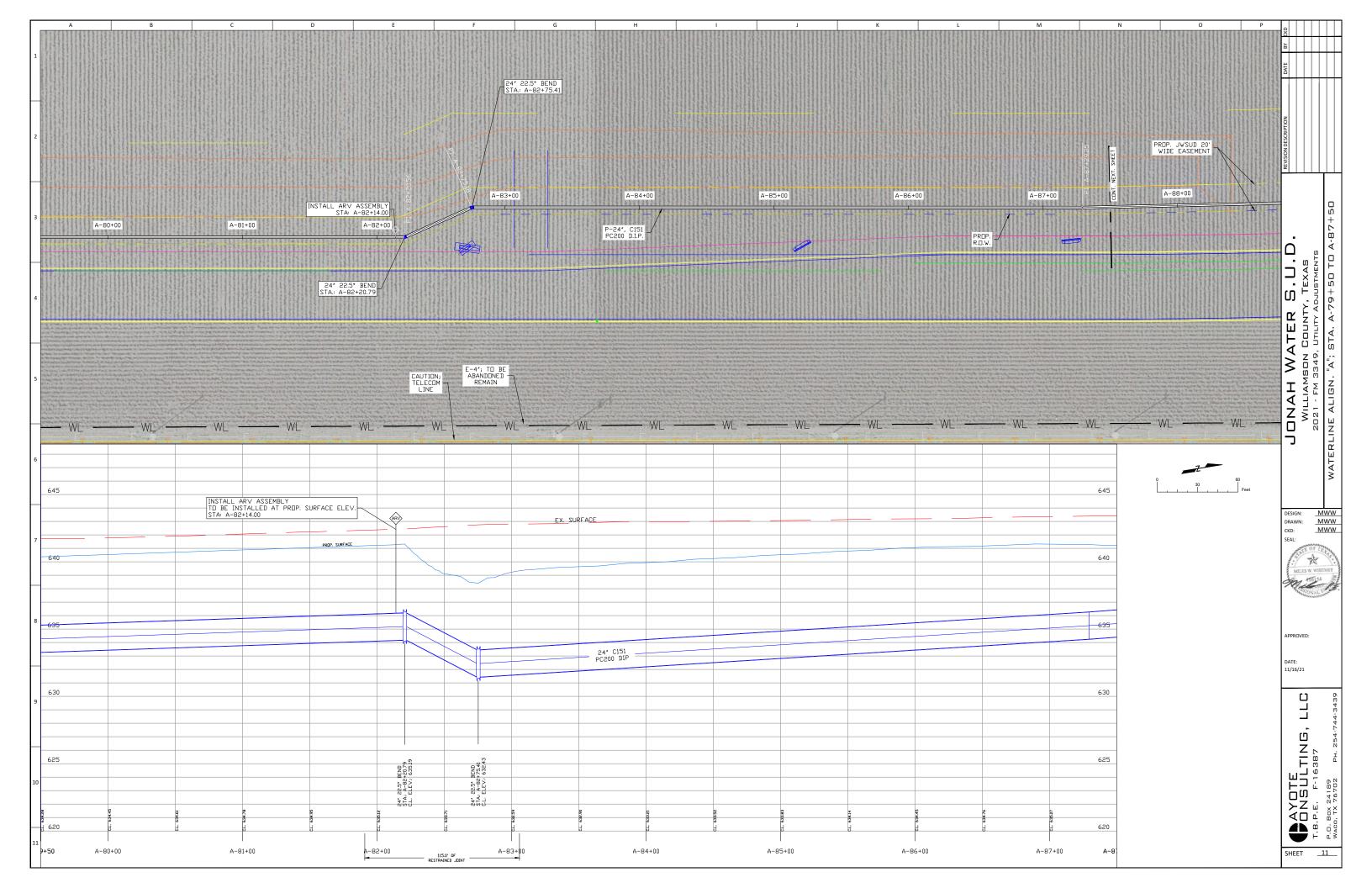


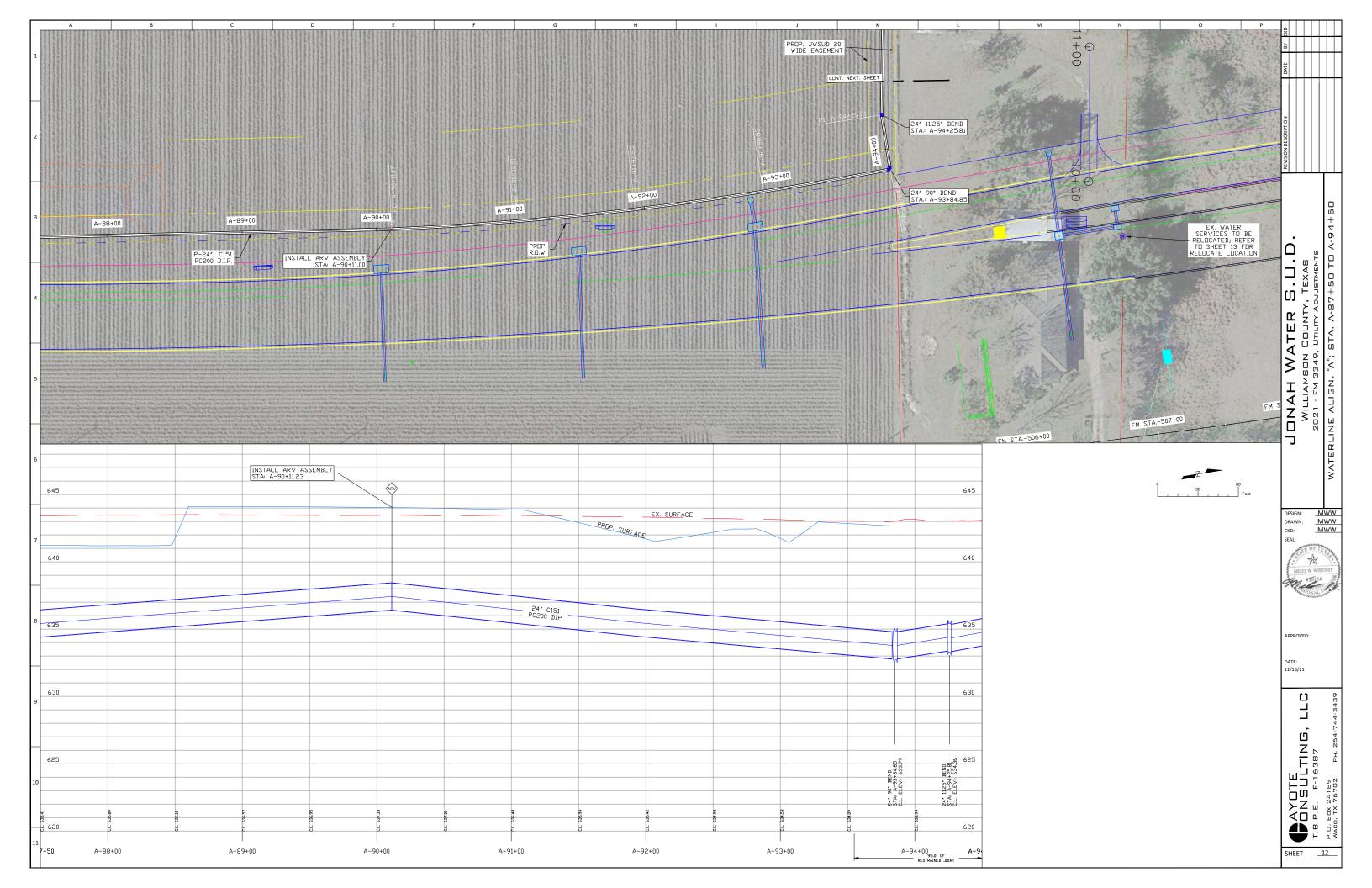


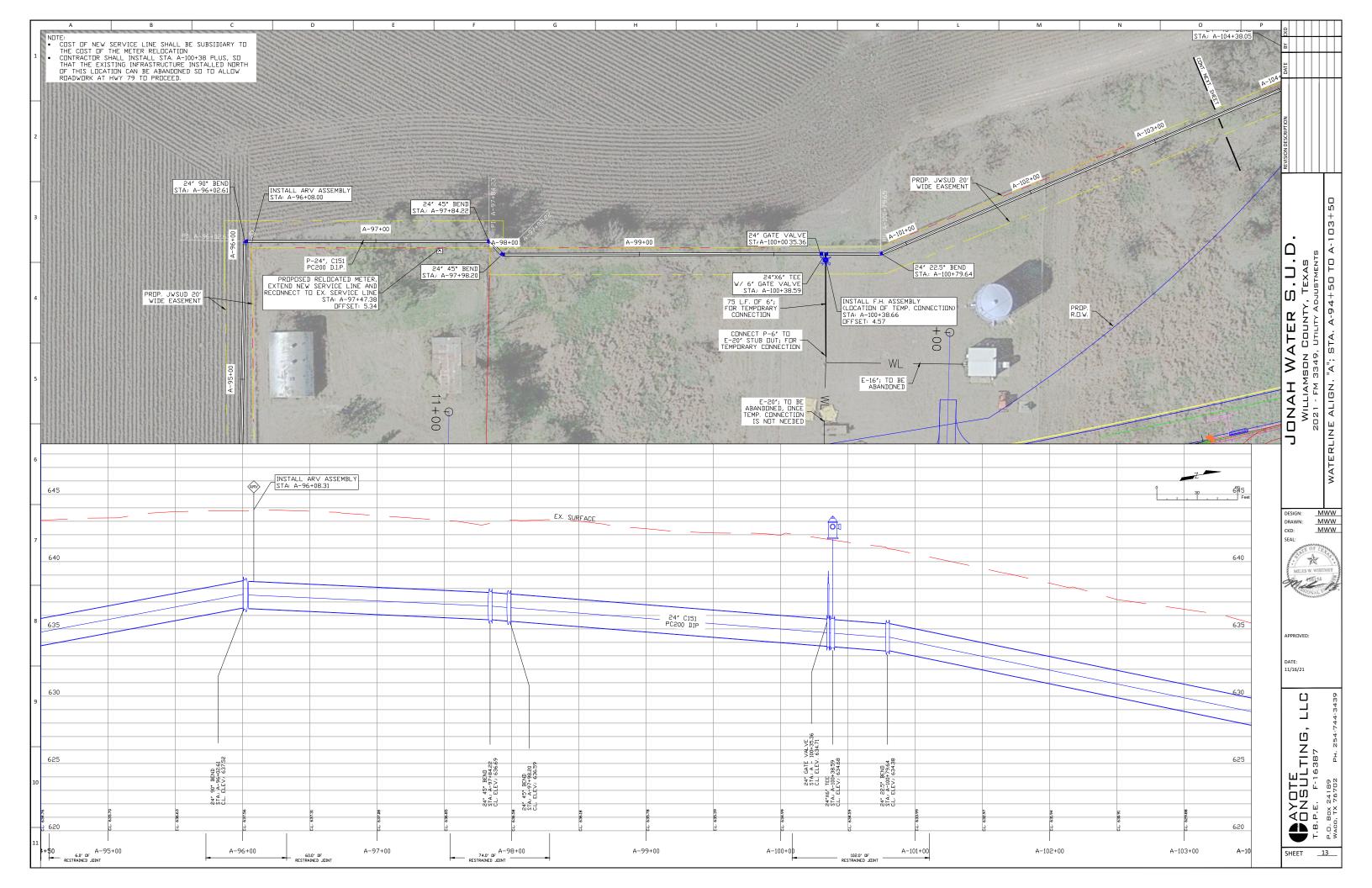


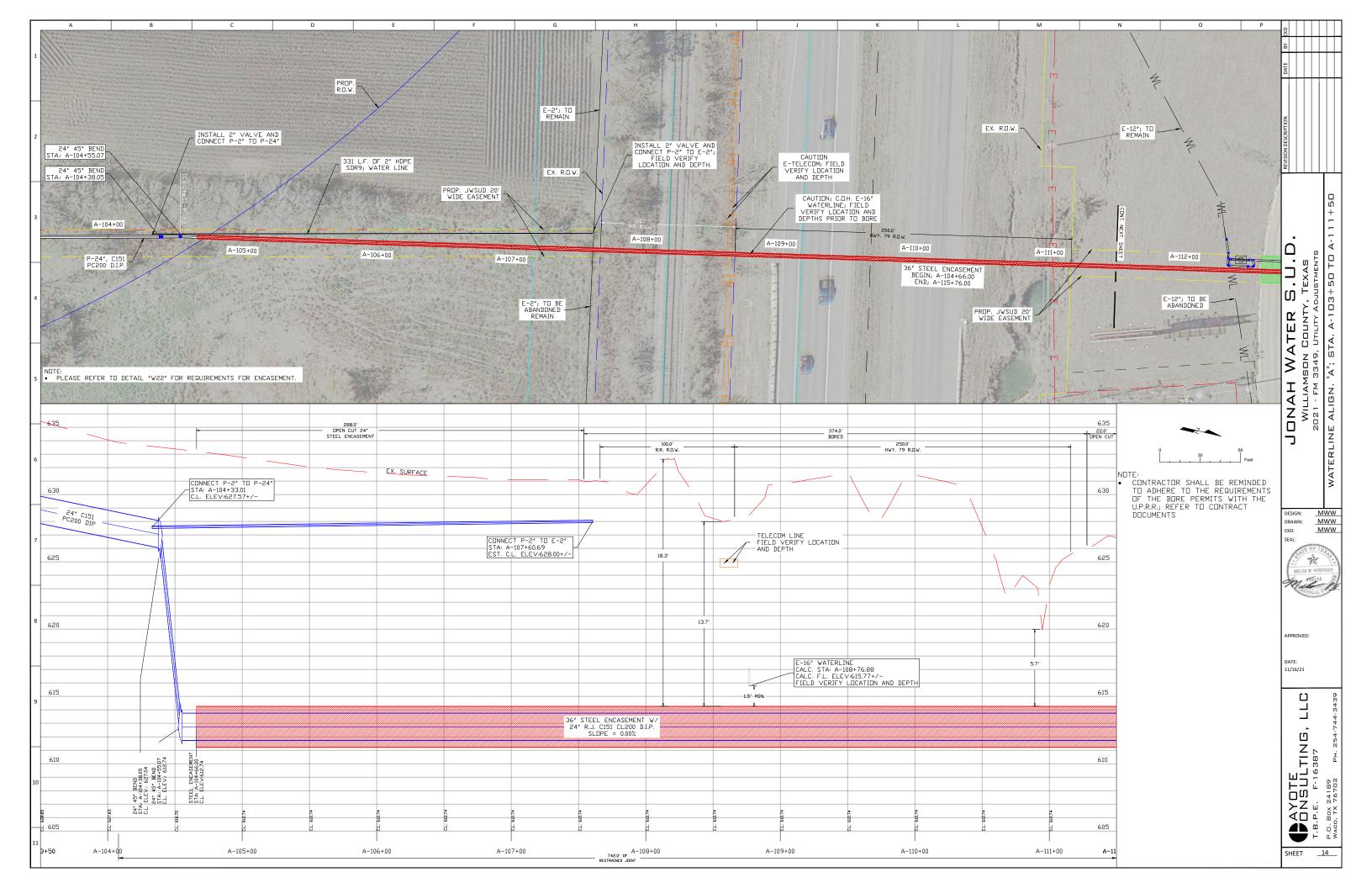


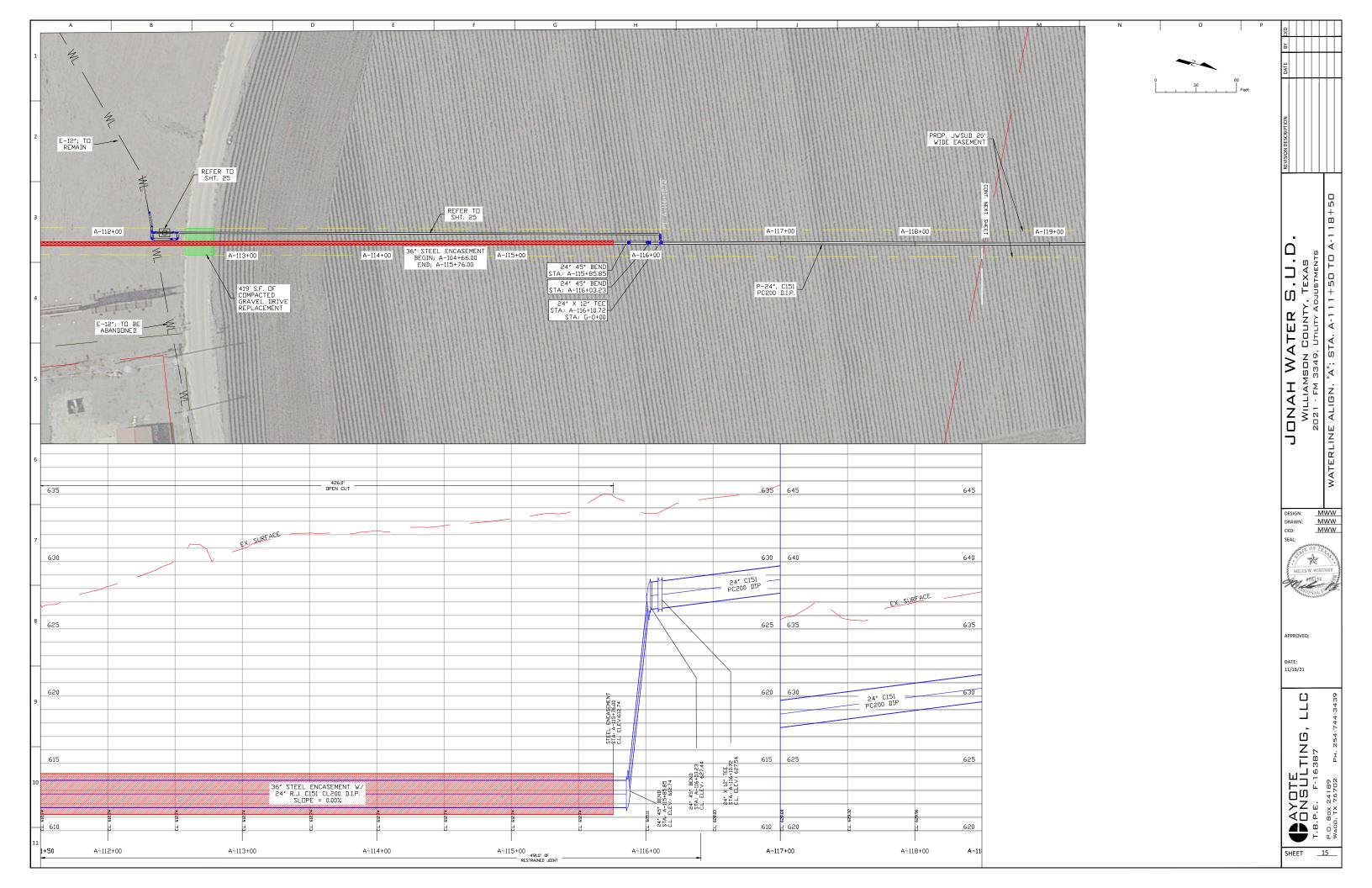


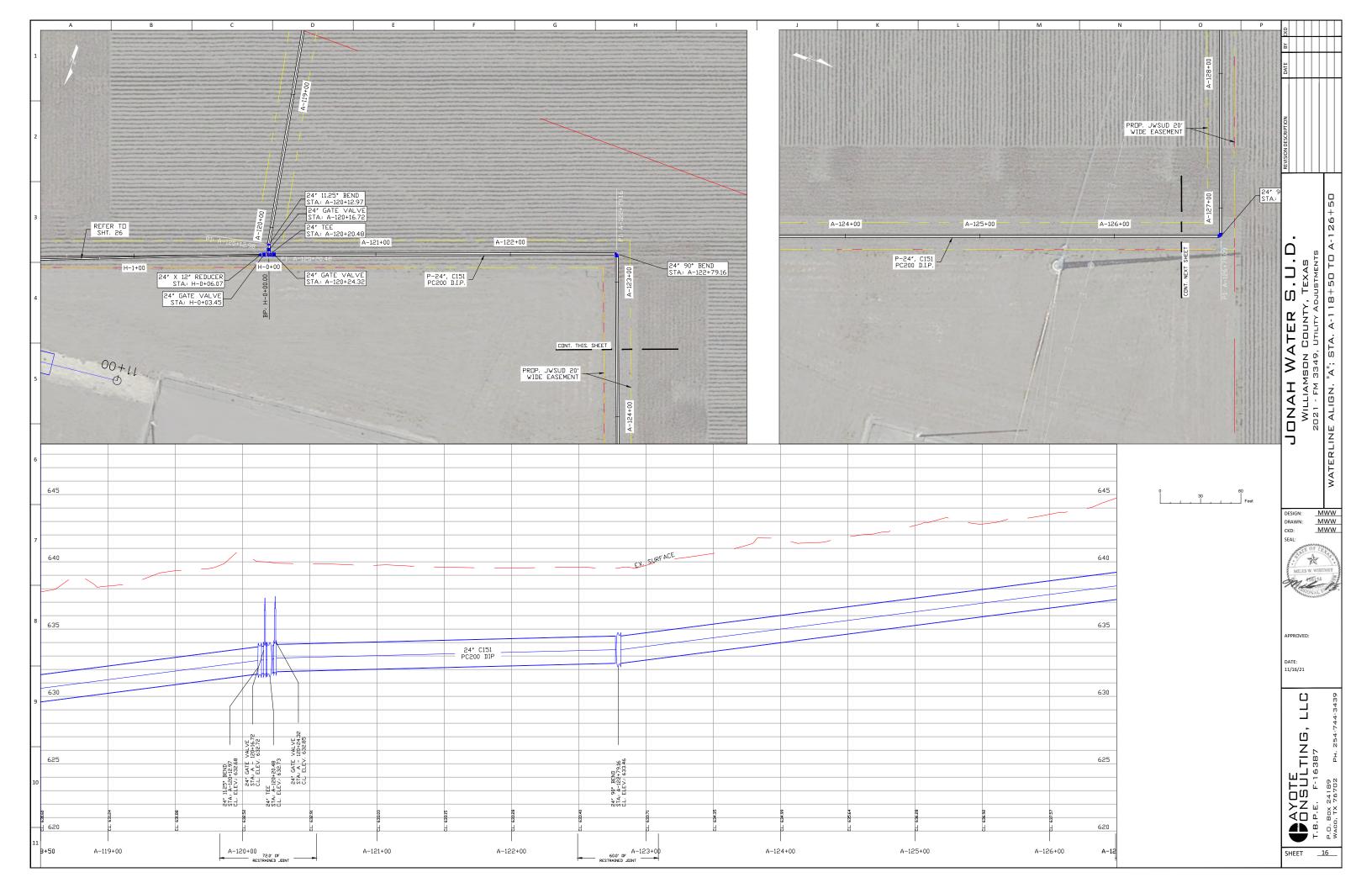


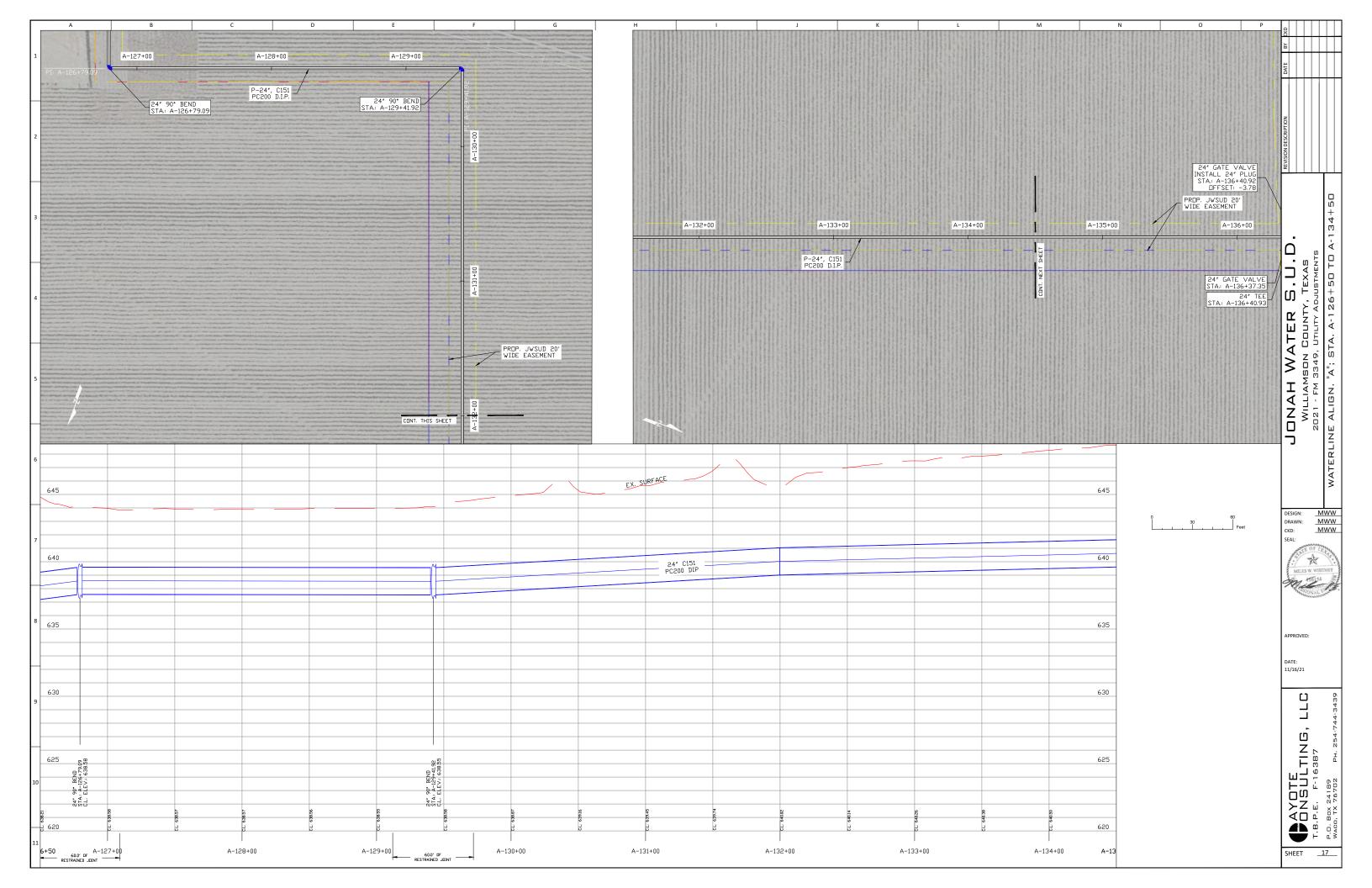


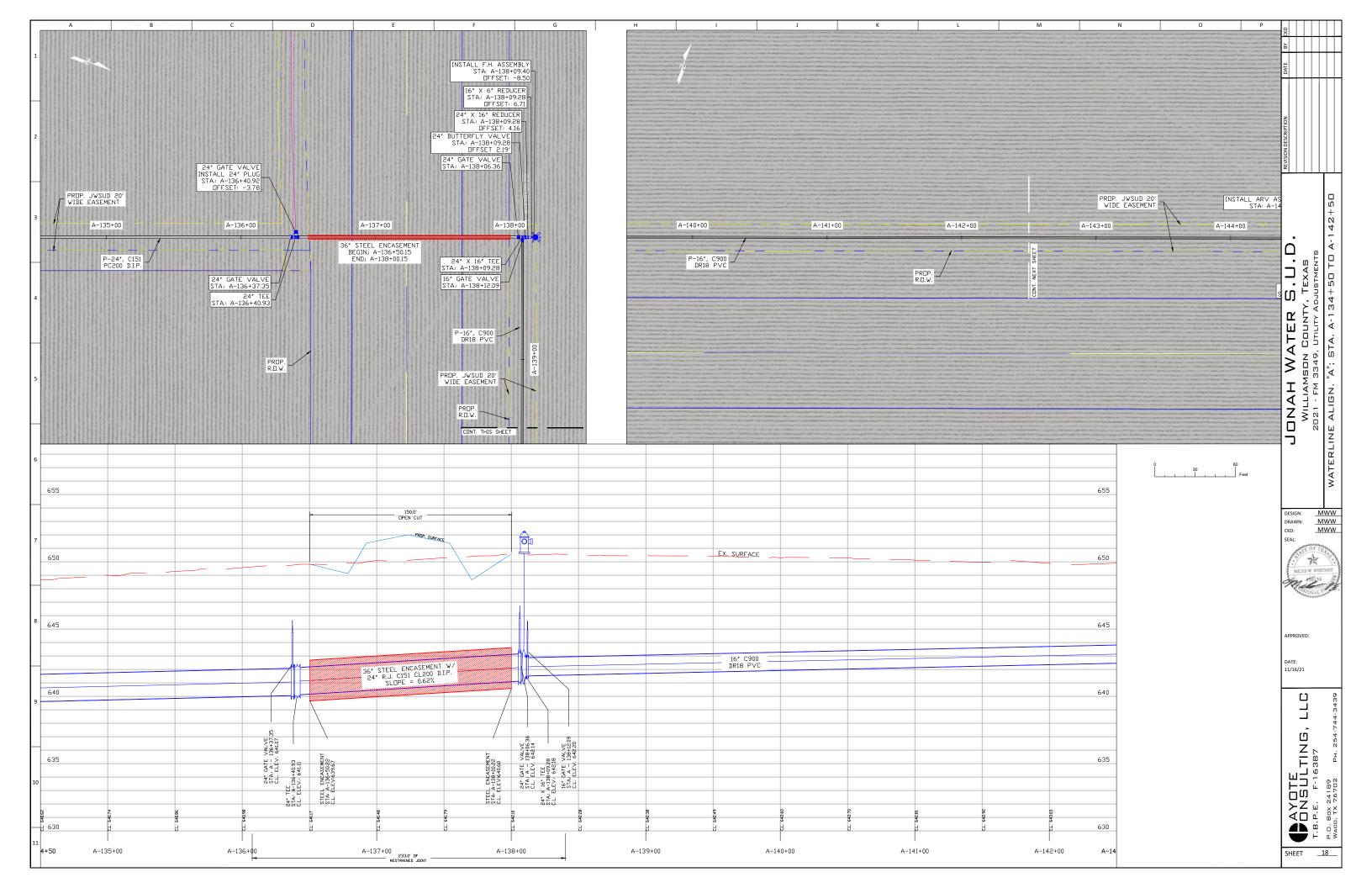


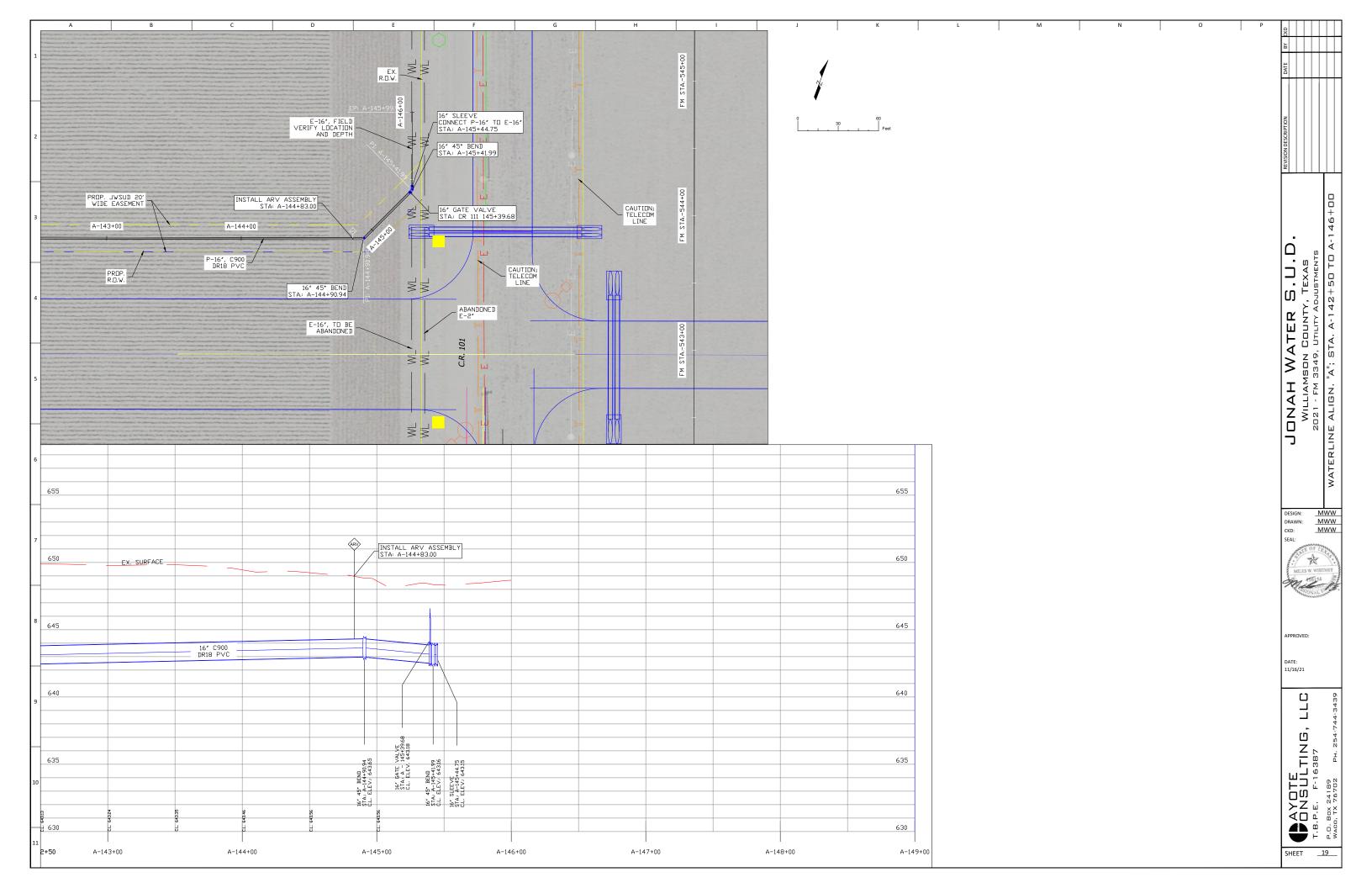


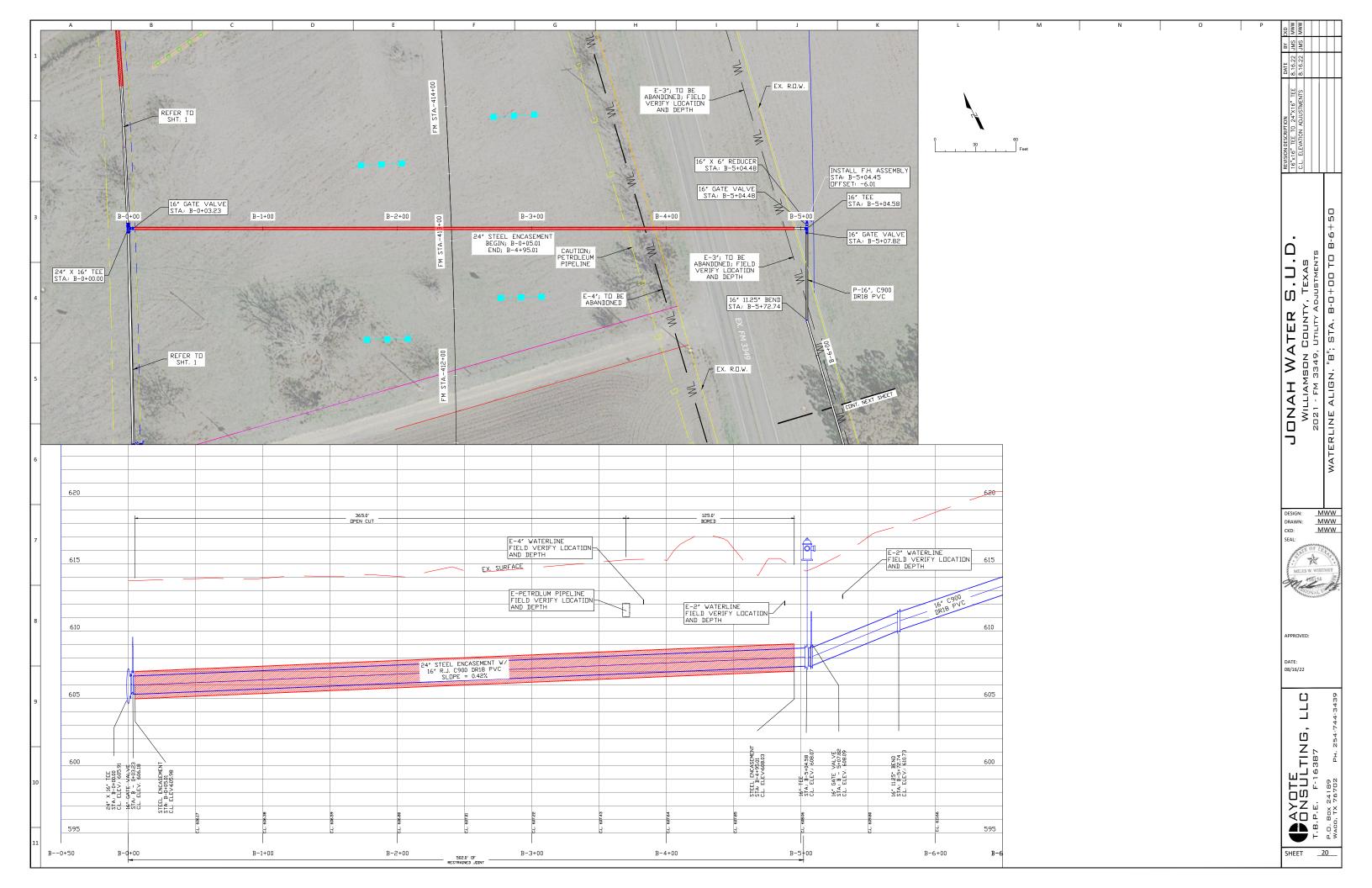


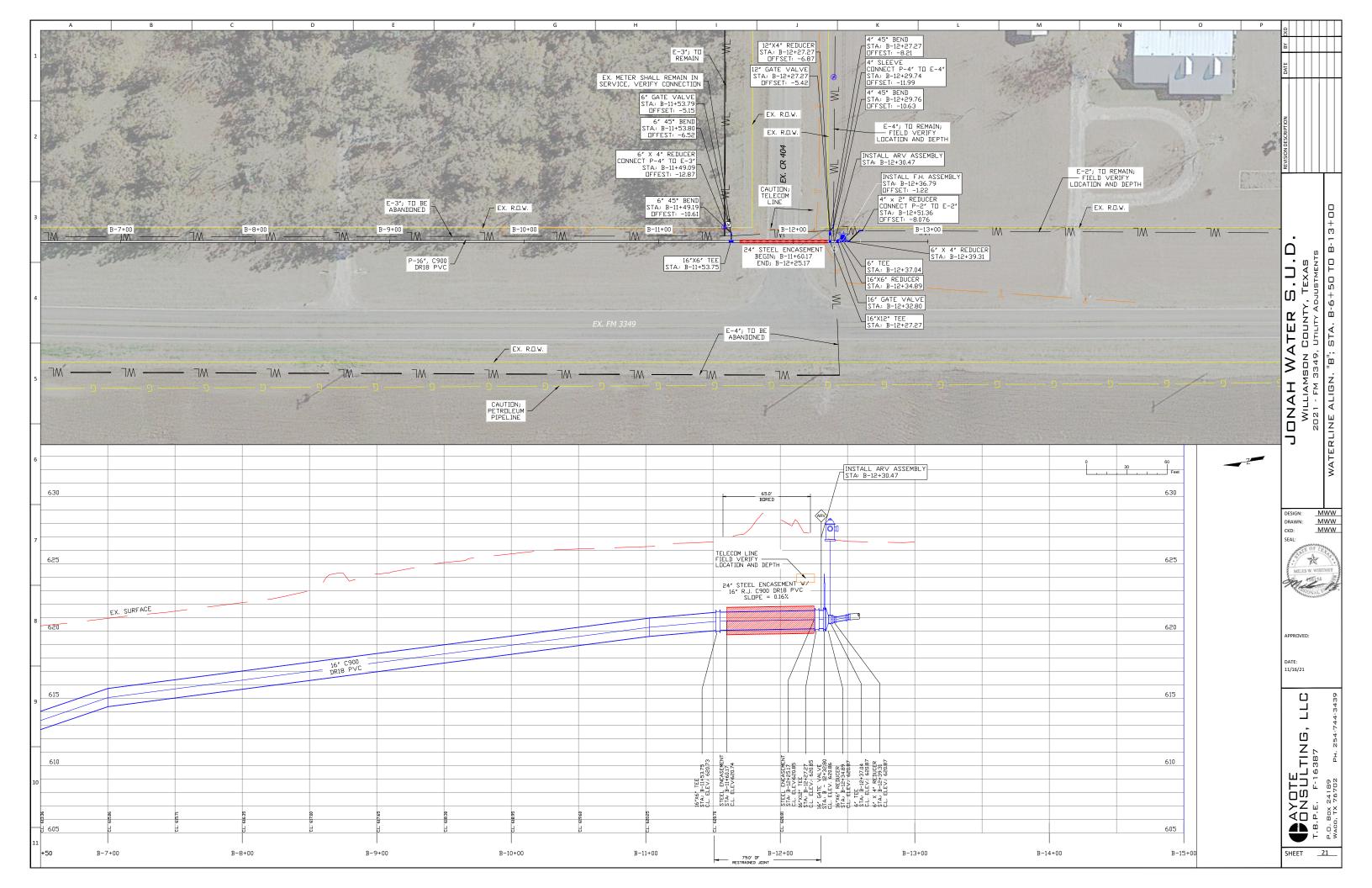


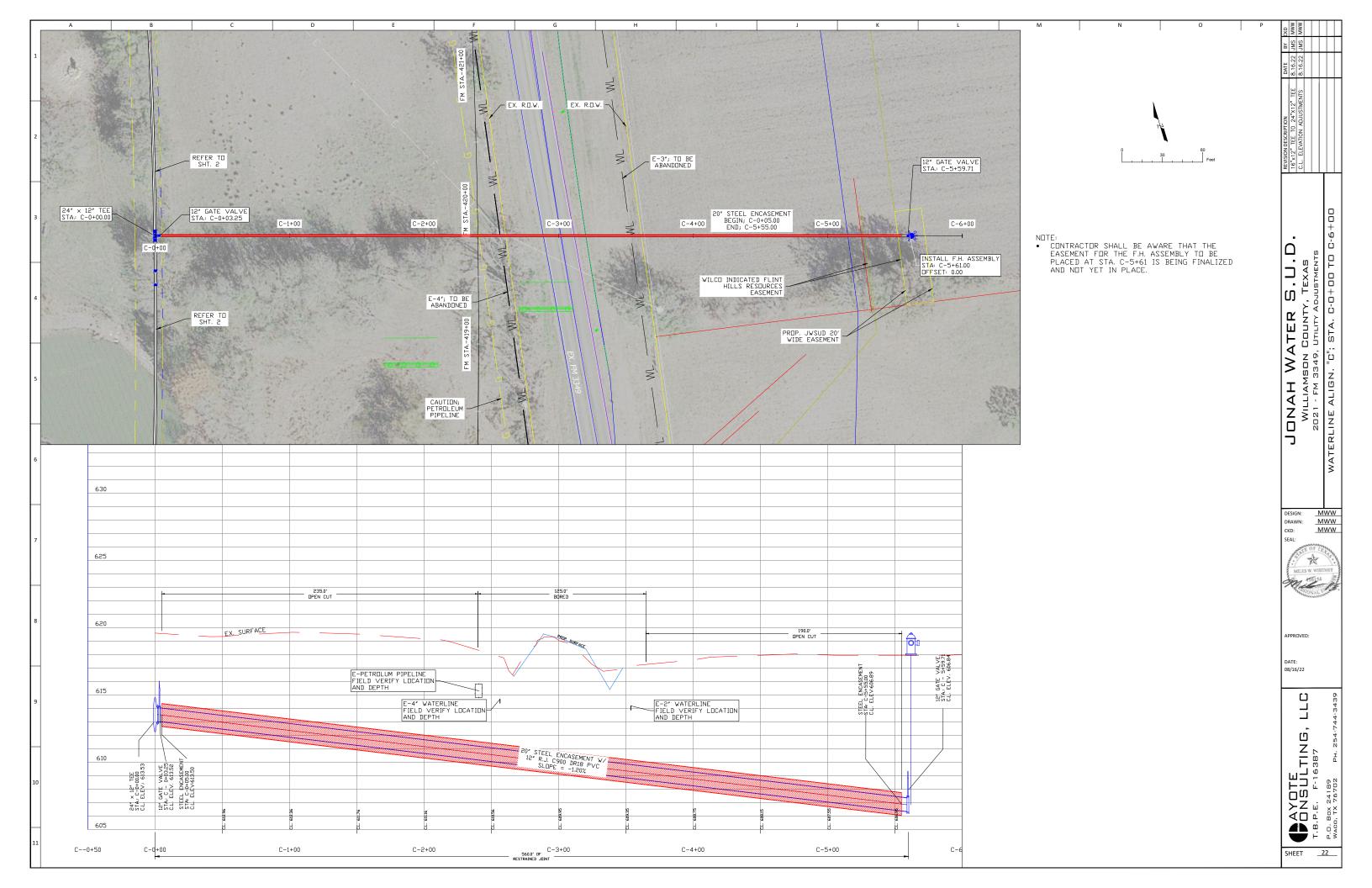


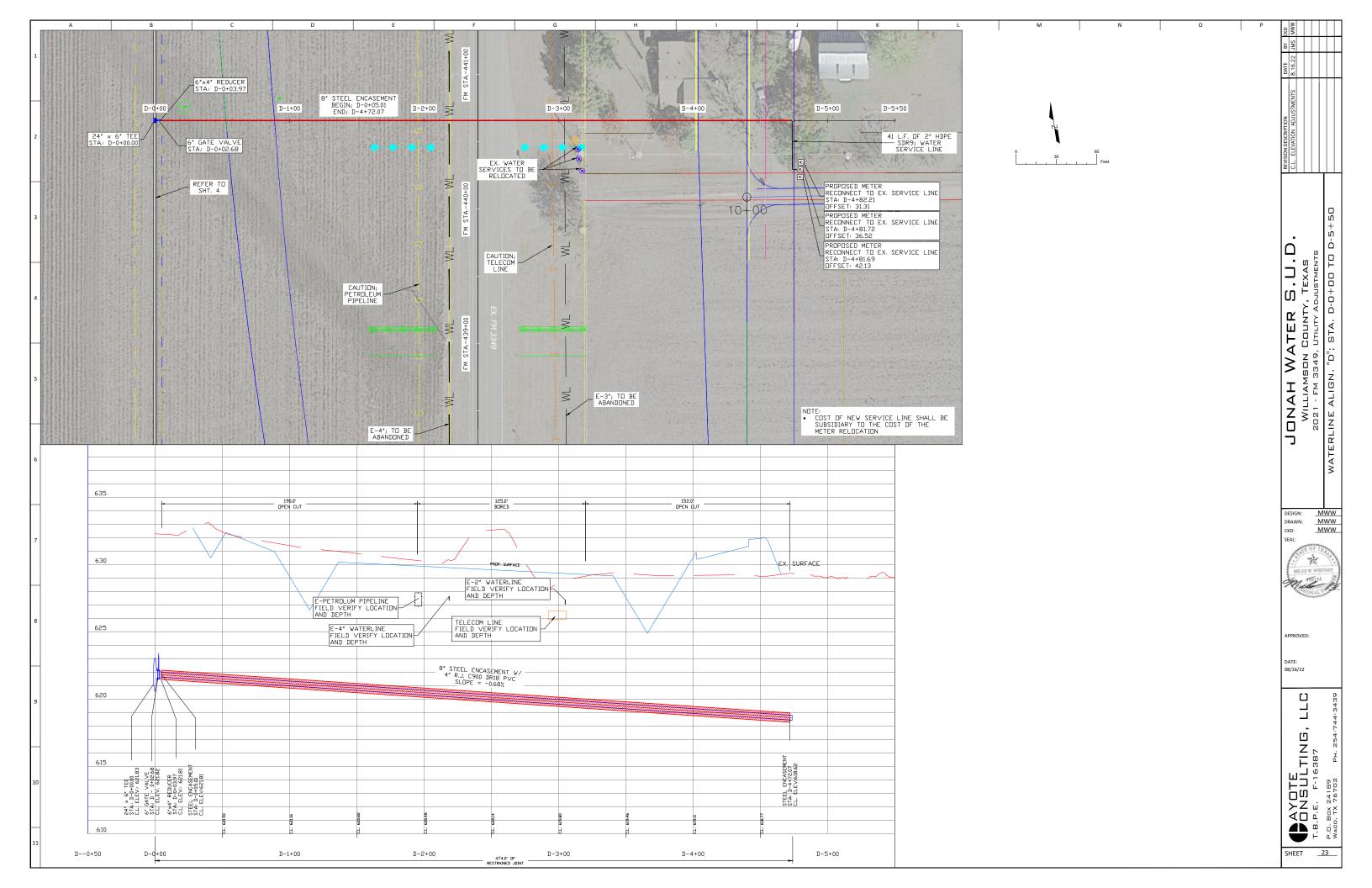


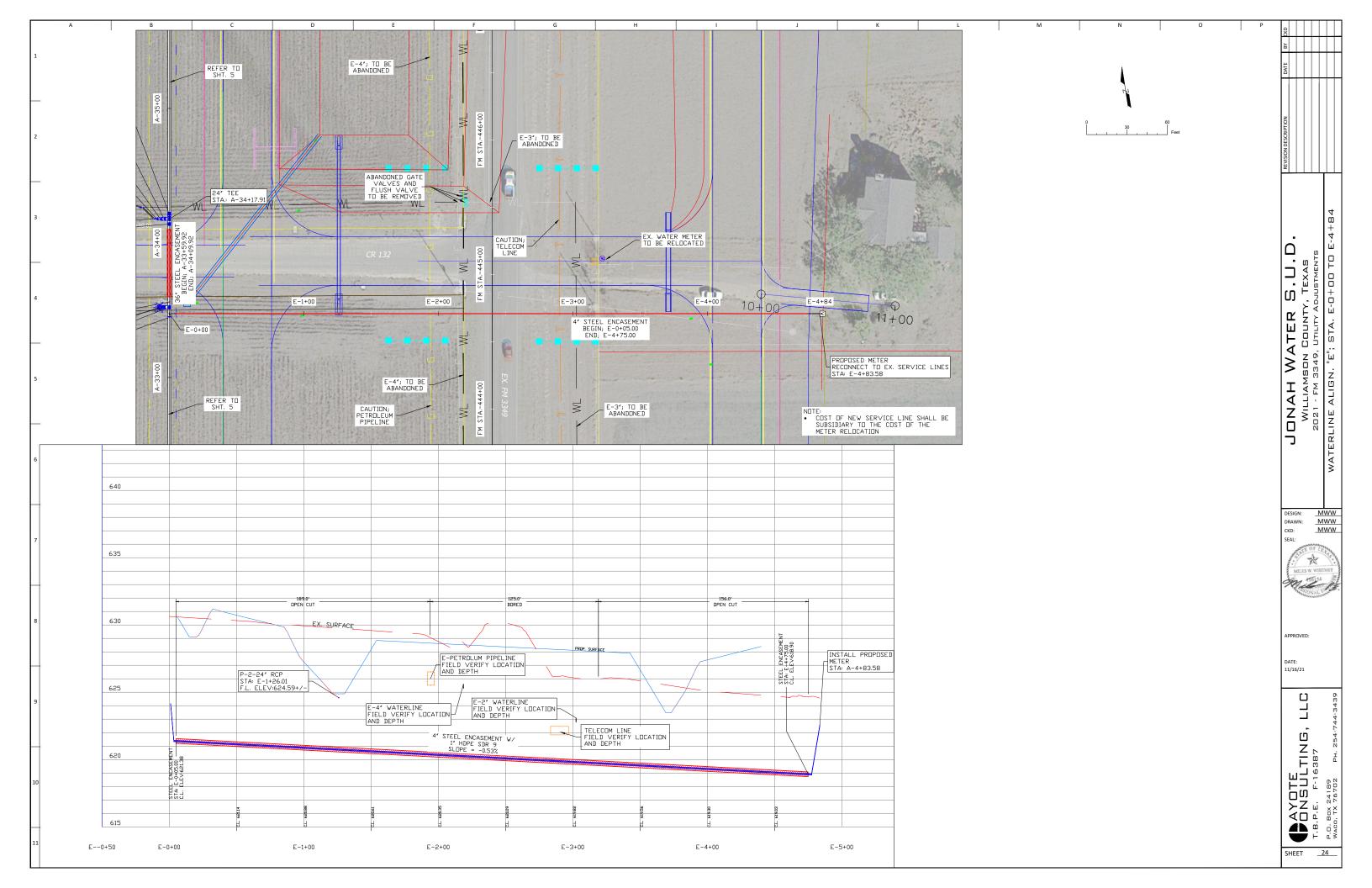


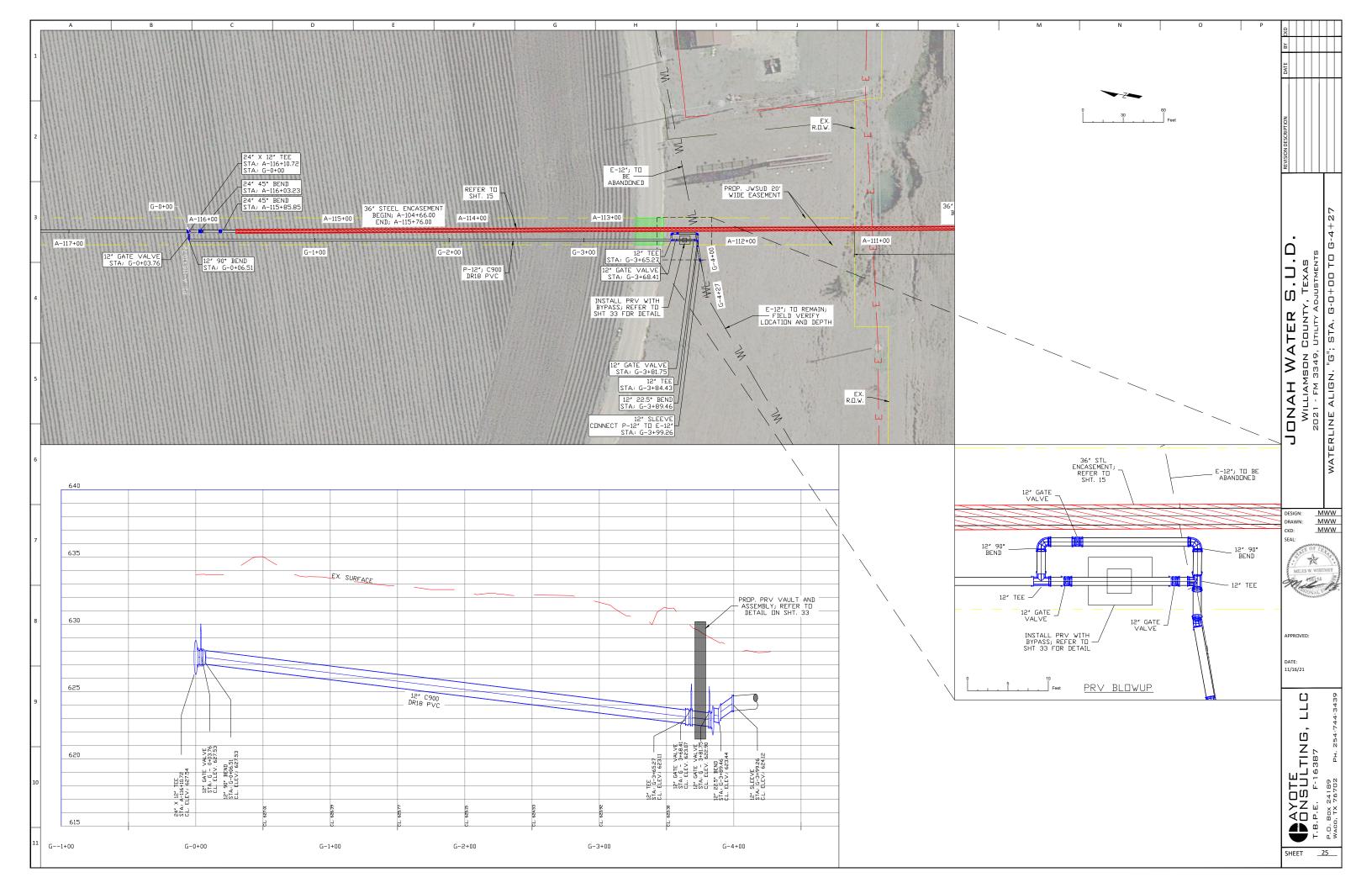


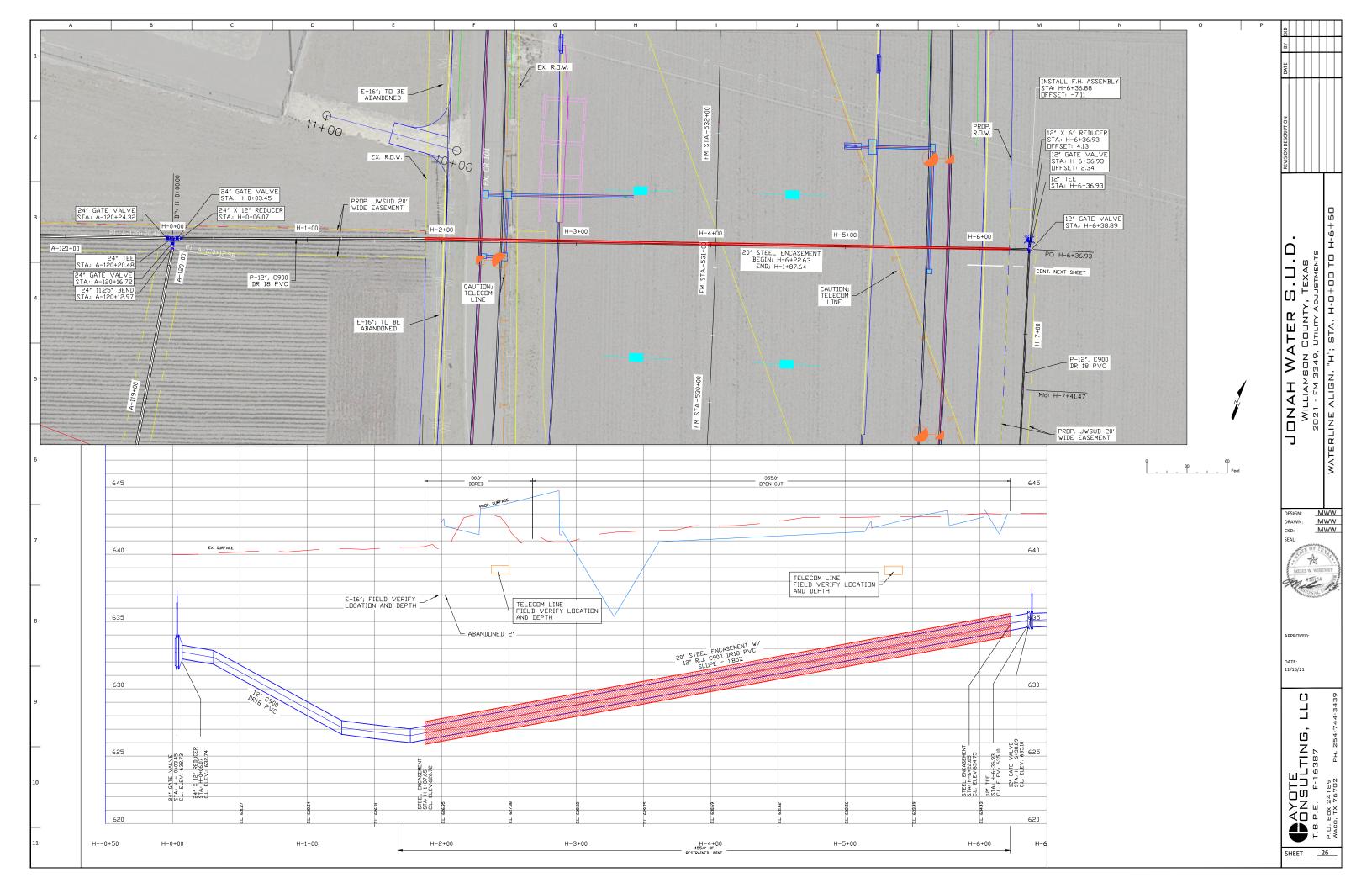


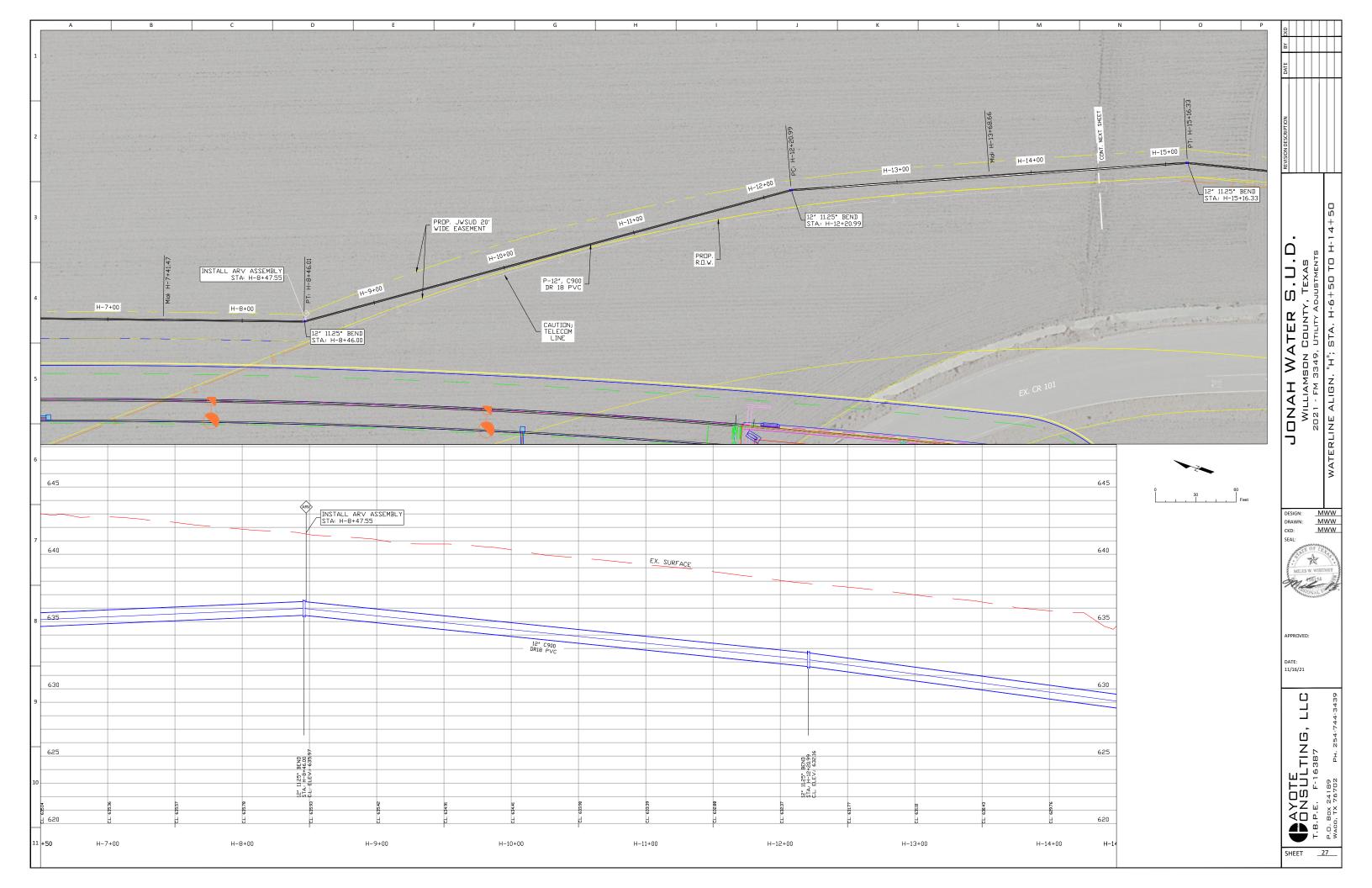


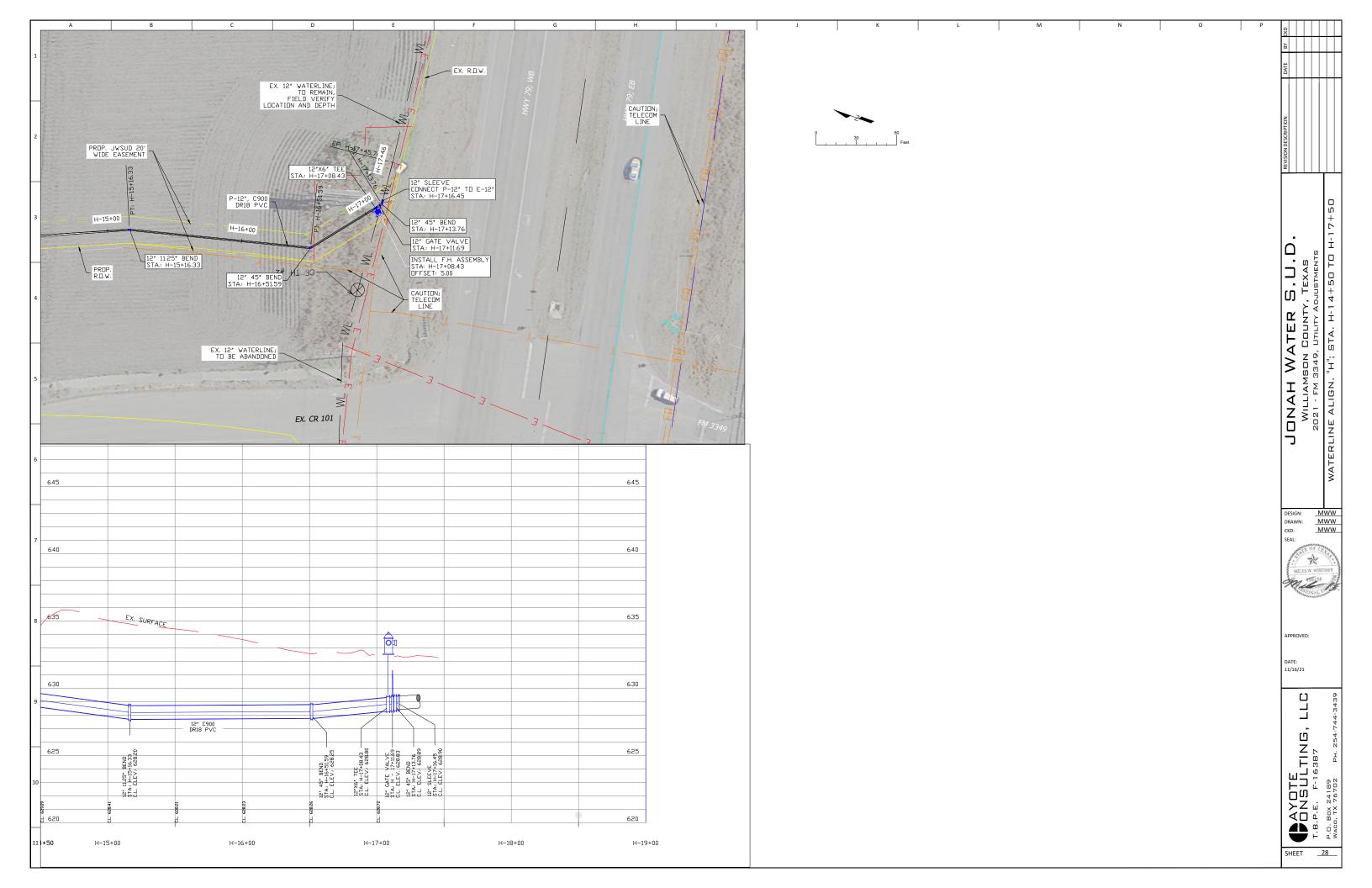


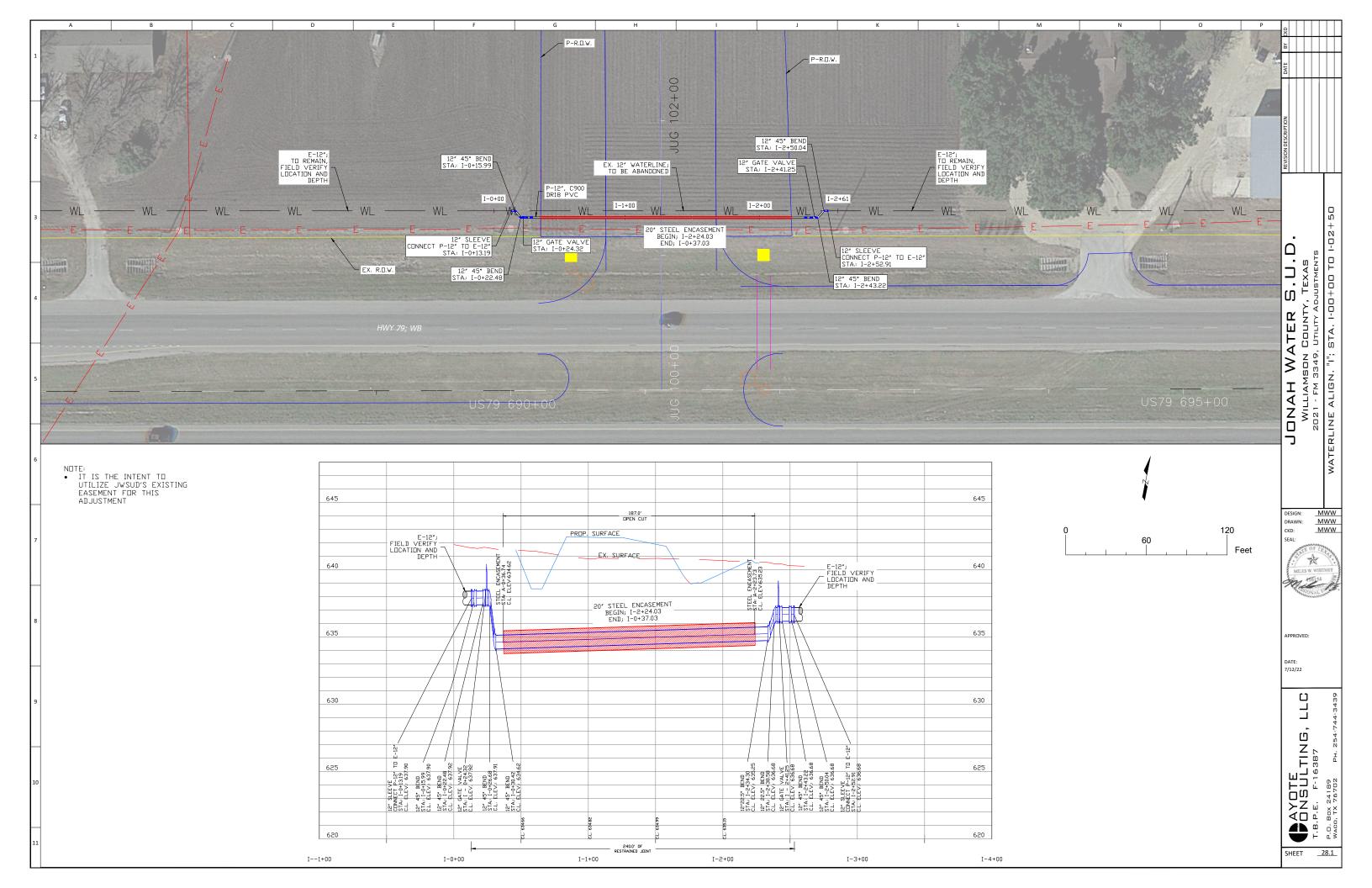


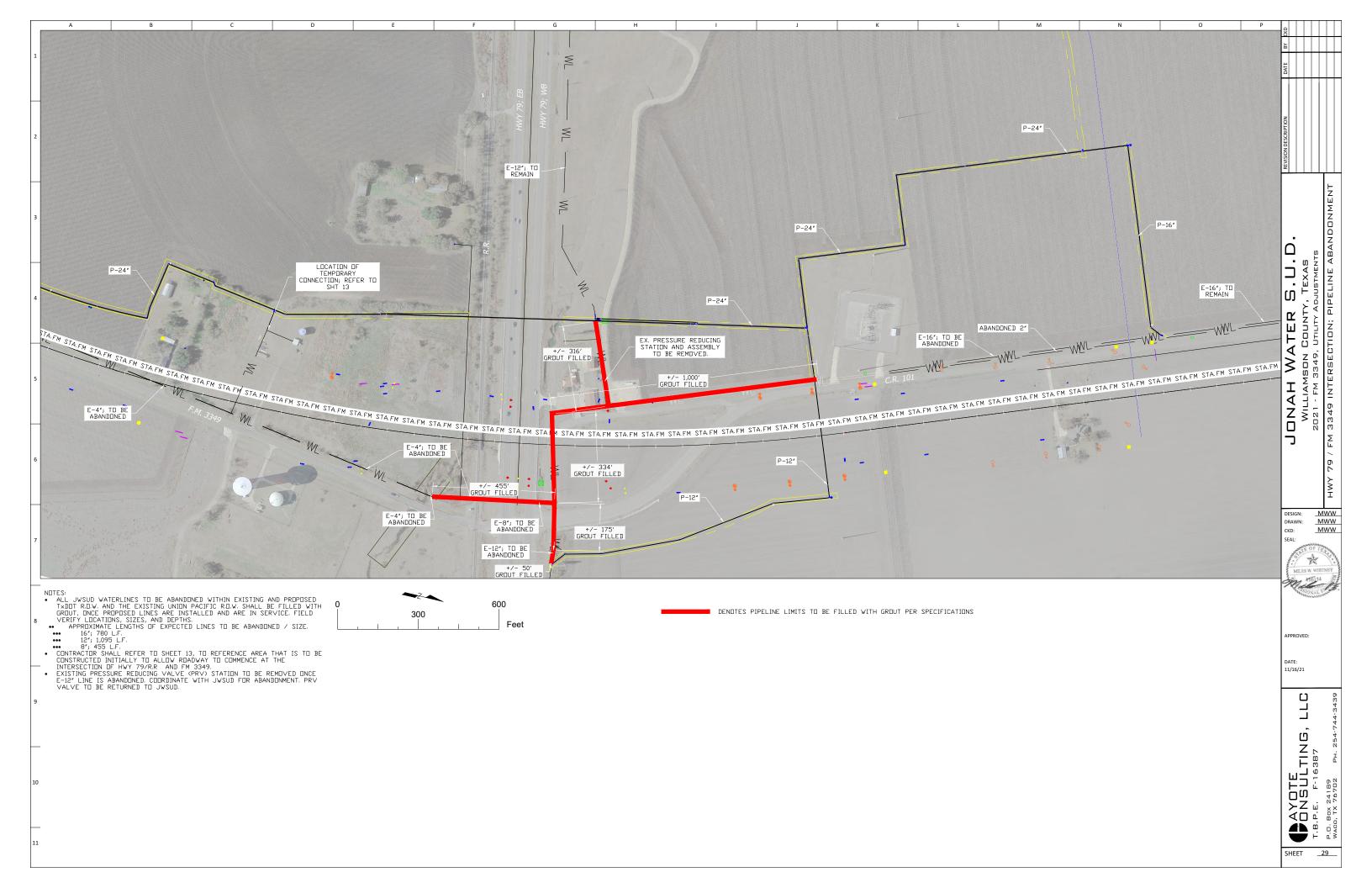


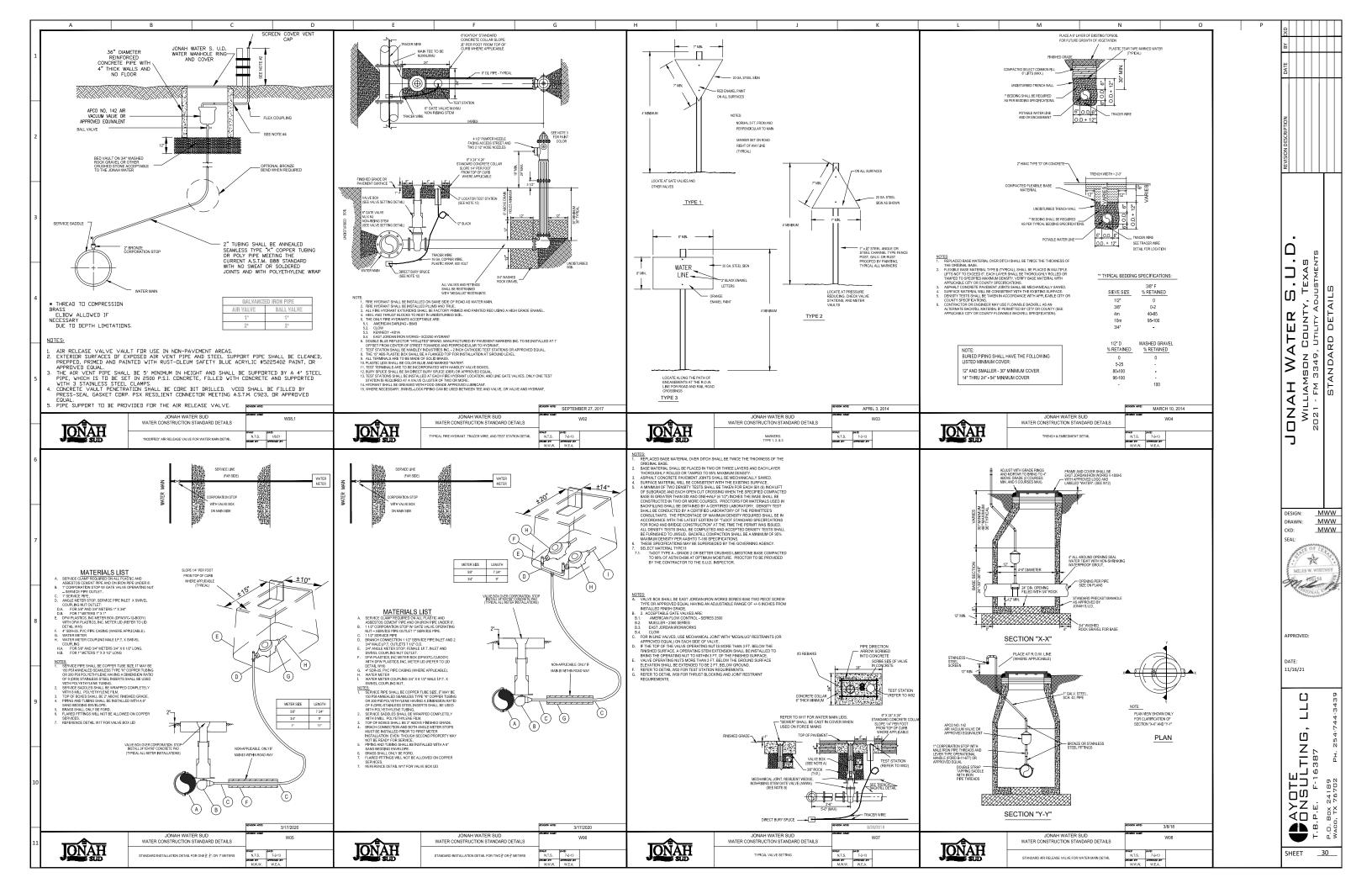


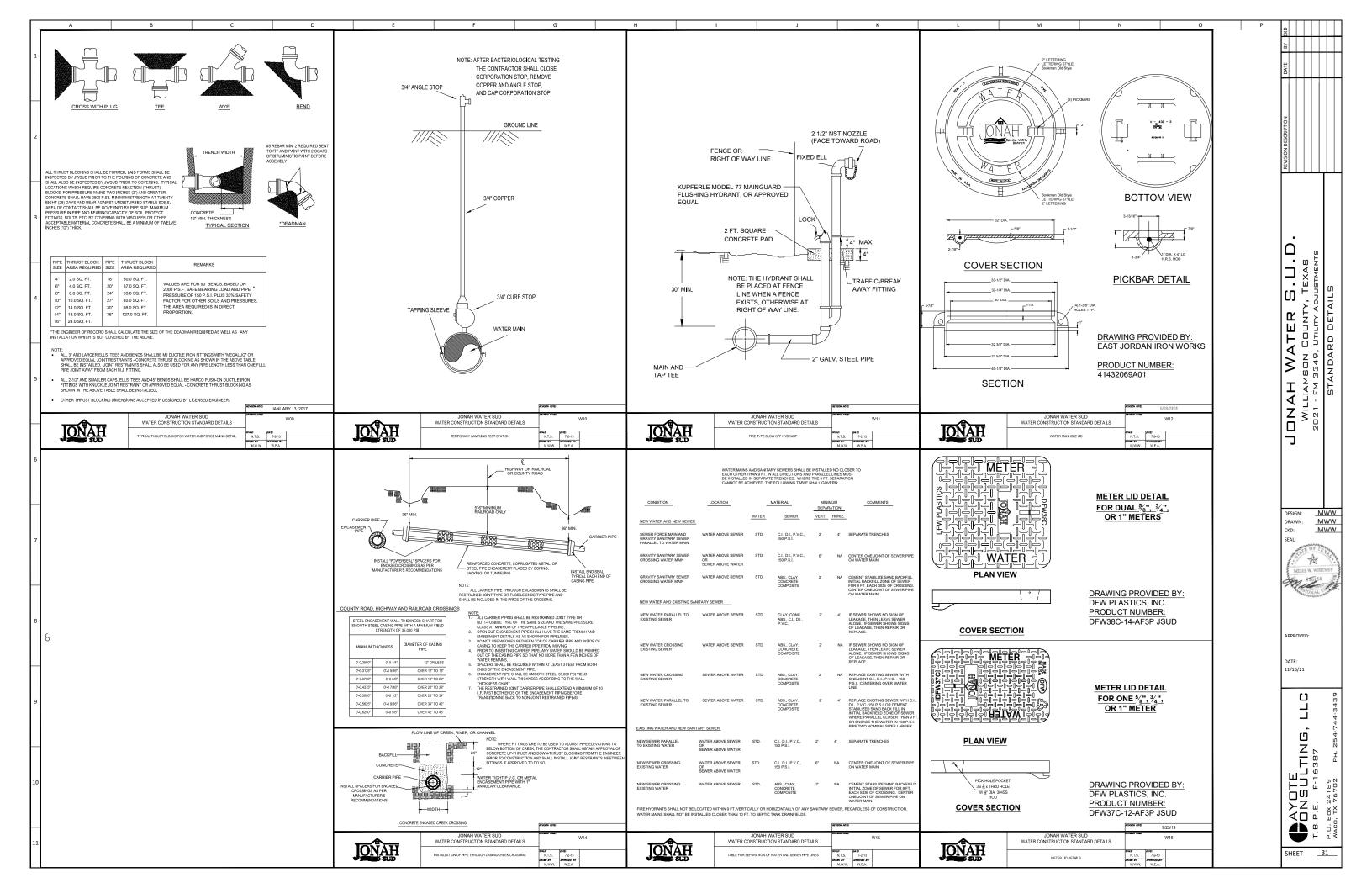


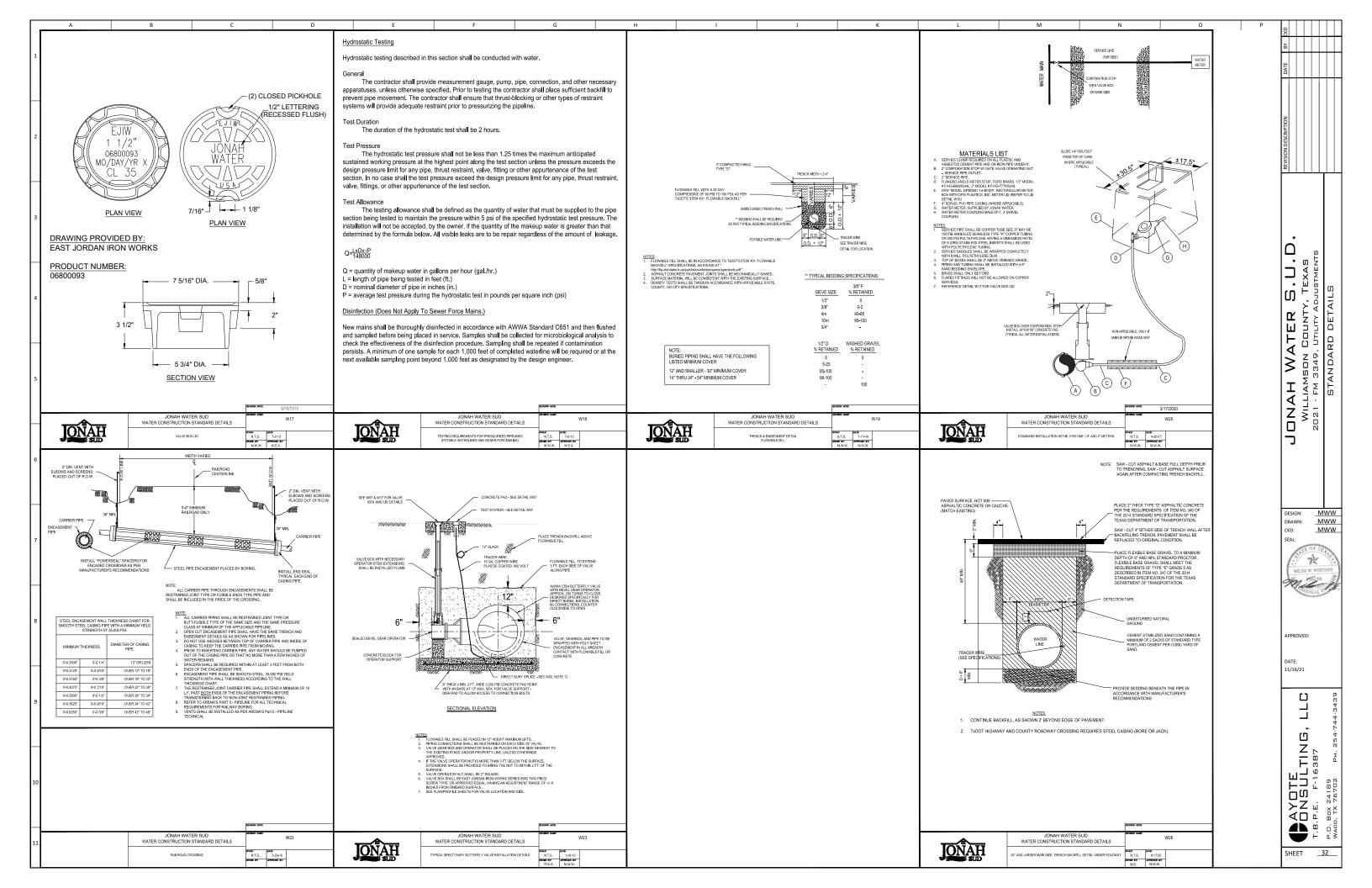


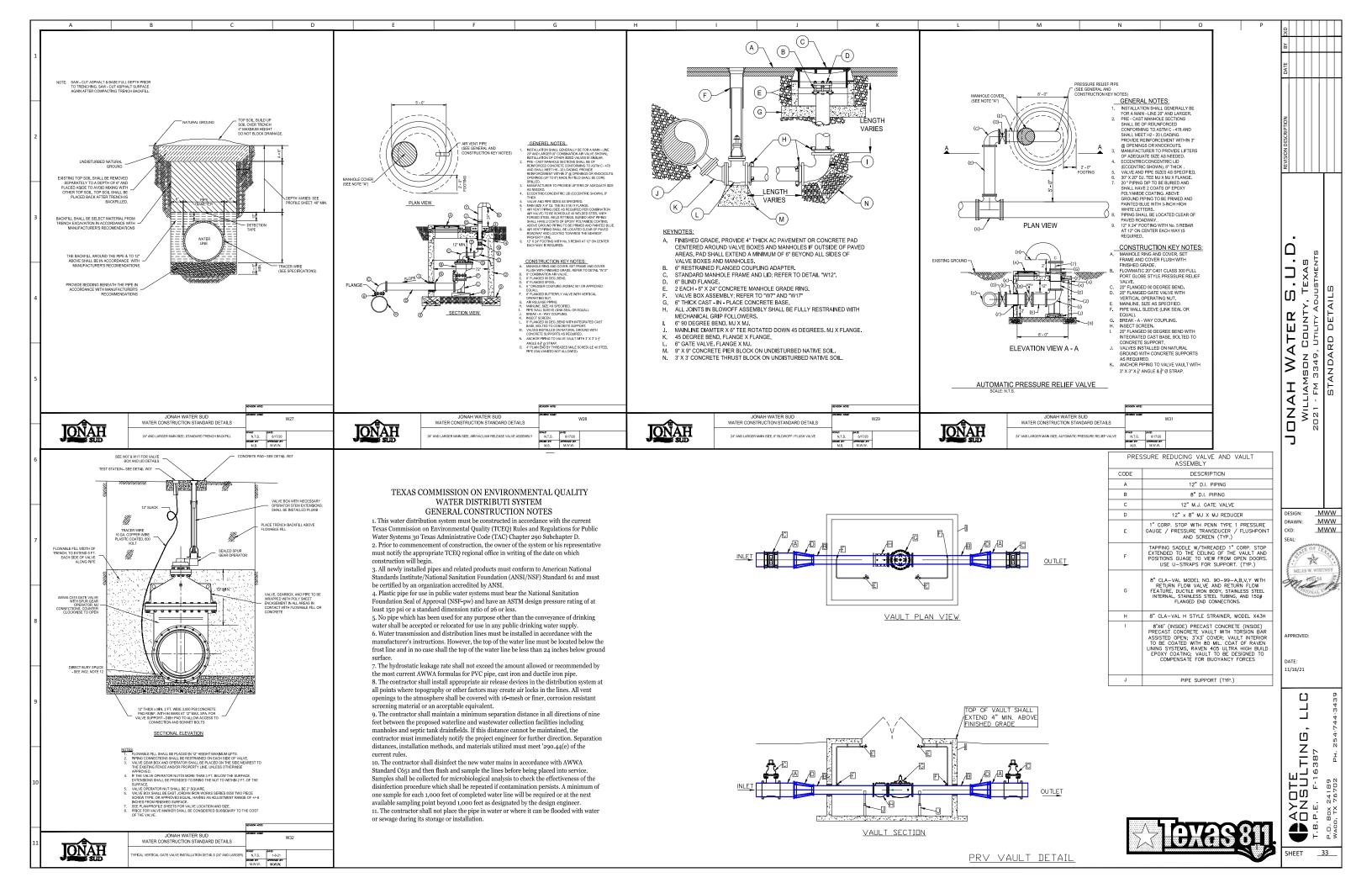












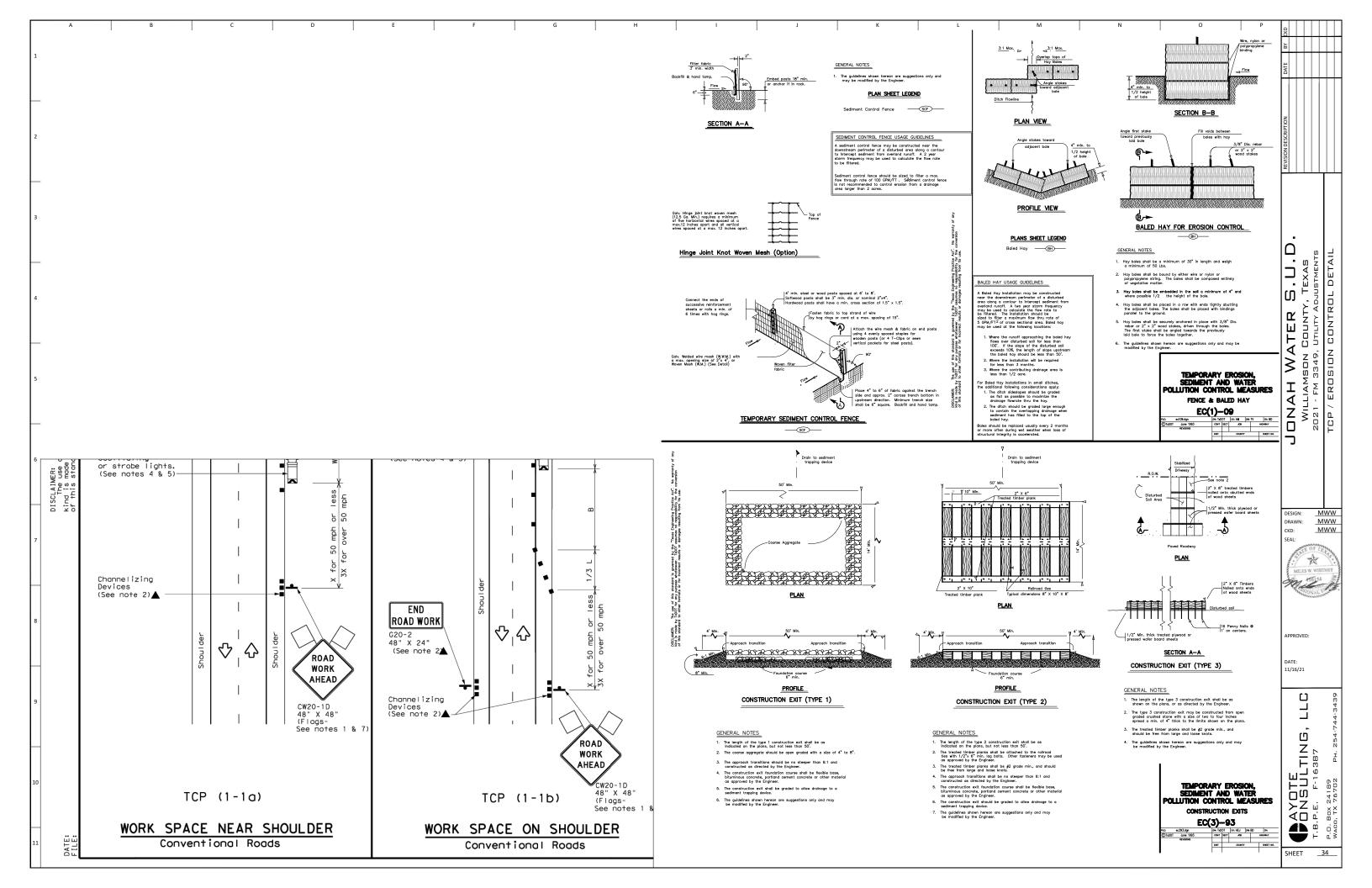


EXHIBIT "C"

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

		("Grantor", whether one or more), for the sum
of Ten and No	0/100 Dollars (\$1	10.00) and other good and valuable consideration, the receipt and
sufficiency of	which are hereby	y acknowledged and confessed, does hereby grant, sell and convey
unto JONAH V	WATER SPECIA	AL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto,
Texas 78634,	("Grantee"), an	easement and right-of-way ("Easement") upon and across that
certain	acre (SF) parcel of land, being the property of Grantor
which is more	particularly des	scribed by metes and bounds and sketch in Exhibit "A" attached
hereto, located	in Williamson (County, Texas; and incorporated herein by reference. (collectively
the "Easement	Tract").	

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise reasonably available from an adjacent public right of way.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

DAMAGES:

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

ENCUMBRANCES AND LIENS:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following:

WATER SERVICE:

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

ASSIGNABILITY:

by Grar	This Easement and the rights of Grantee hereunder may ntee.	be assigned in wl	hole or in part
	In witness whereof, this instrument is executed this	day of	, 2021.
	[signature pages follow]		

GRANTUR:		
By:		
Printed Name:		
Title:	<u> </u>	
	Acknowledgment	
STATE OF TEXAS		
COUNTY OF		
This instrument is acknowled by, in the herein.	ged before me on the day of capacity and for the purposes and consider	, 2021, eration recited
	Notary Public, State of Texas	
	Printed Name:	

GRANTOR:	
	_
	Acknowledgment
STATE OF TEXAS	
COUNTY OF	
This instrument is acknowledge, in	the capacity and for the purposes and consideration
recited herein.	
	Notary Public, State of Texas
	Printed Name: