

**INTERLOCAL AGREEMENT REGARDING
RELOCATION OF WATER SYSTEM IMPROVEMENTS
CR 332 ROADWAY CONSTRUCTION PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS CR 332 ROADWAY CONSTRUCTION PROJECT (“Agreement”) is entered into between Sonterra Municipal Utility District (the “MUD”) and Williamson County, Texas, a political subdivision of the State of Texas (the “County”). In this Agreement, the MUD 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 planning and designing certain improvements to CR 332, the location of which are shown on Exhibit “A” attached hereto (the “County Project”); and

WHEREAS, some of the proposed County Project includes the widening of the CR 332 right-of-way into easements in which MUD-owned water system facilities (the “MUD Water Lines”) are located; and

WHEREAS, the Parties have determined that, because of the County Project, the relocation of the MUD Water Lines is necessary (the “Relocation Project”); and

WHEREAS, the MUD intends to engage S.D. Kallman, L.P. to prepare plans and specifications for the relocation of the MUD Water Lines affected by the County Project (the “Plans”); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which the County will relocate the MUD Water Lines 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 set forth the agreements of the Parties regarding the planning, design, and construction of the Relocation Project, including the apportionment of related costs.

1.02 County Relocation of MUD Water Lines. The County will undertake the Relocation Project concurrently with the County Project in accordance with the Plans, and 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 MUD for the reimbursable percentage of costs related to the preparation of the Plans.

1.03 County to Obtain and Assign Easements. The County has obtained the water line easements in favor of the MUD in the form attached hereto as Exhibit "B", which are required for the Relocation Project, and will acquire the remaining easements in favor of the MUD required for the Relocation Project prior to commencement at the County's expense. 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 MUD. The form of the easement-granting document for the remaining easements to be acquired must be approved by the MUD prior to acquisition. The MUD is not responsible for any 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 MUD shall be assigned by the County to the MUD upon completion of construction of the Relocation Project.

1.04 Obligations and Other Costs. The MUD is responsible for the preparation of the Plans, which must be provided to the County prior to commencement of the Relocation Project. Following completion of the Plans, the MUD will submit one or more invoices to the County for 84.08% of the MUD's costs relating to the CR 332 Relocation Project, including the preparation of the Plans, inspections, permitting, engineering, and legal services related to the Relocation Project and negotiation of this Agreement, which must be promptly paid in accordance with the Texas Prompt Payment Act.

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 MUD 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 will ensure that the Relocation Project is constructed a good and workmanlike manner, free from deficiencies. The County and the MUD agree that the County is responsible for 84.08% of the construction costs of the Relocation Project (estimated at \$277,752.12) and the MUD is responsible for 15.92% of the construction costs of the Relocation Project (estimated at \$52,590.55). Collectively, these shares are referred to as the "Construction Costs". The MUD's share of the Construction Costs will not exceed 25% more than the estimated amount without prior notification and written approval by the MUD.

2.02 Payment and Maintenance. The MUD's share of the Construction Costs will be due and payable by the County within 30 days after the MUD provides written acceptance of the completed Relocation Project. After acceptance, the MUD will own and maintain the facilities included within the Relocation Project.

2.03 Construction Plans. The MUD will submit the Plans for 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.

2.04 Inspection. The MUD may inspect the relocation of the waterlines during construction. If the MUD's inspectors determine that the construction by the County is not in accordance with the approved Plans, or deficient in quality of construction, and upon receipt of such notification from the MUD, the County must cease construction until the deficiency has been identified and resolved or a corrective plan of construction implemented with the written agreement of the MUD.

2.05 Insurance, Bonds and Warranties. The County must require the contractor and any subcontractors for the County Project and Relocation Project to furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth in the CR 332 Realignment Project construction manual, naming the District as a loss payee on the commercial crime policy and, except with respect to Worker's Compensation insurance, naming the District as an additional insured entitled to the full benefit of coverage:

The County must require the contractor and any subcontractors for the County Project and Relocation Project to provide performance bonds, payment bonds, and maintenance bonds in favor of the MUD for the County Project and Relocation Project in amounts satisfactory to the MUD. The County must transfer any warranties for the Relocation Project to the MUD upon final completion and the MUD's written acceptance of the Relocation Project.

2.06 Other Costs. The County must reimburse the MUD for the 84.08% reimbursable percentage of costs incurred by the MUD relating to the Relocation Project, and for inspections, permitting, engineering, and legal services related to the Relocation Project and the negotiation of this Agreement in accordance with the Texas Prompt Payment Act.

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

2.08 Liens. The MUD Water Lines conveyed to the MUD under this Agreement will be free and clear of all monetary liens and title defects, including without limitation, mechanics' and materialmen's liens.

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 a 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 Parties' authorized representatives.

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; or (ii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

MUD: Sonterra MUD
c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, TX 78701
Attn: Carter Dean

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

With a copy to: Sheets & Crossfield, PLLC
309 E. Main Street
Telephone: 512-255-8877

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.

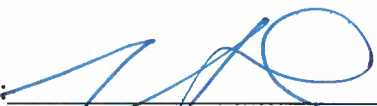
4.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

ATTEST:



Raven Dunbar, Secretary
Board of Directors

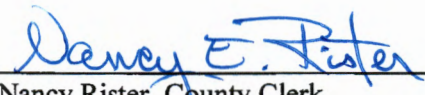
SONTERRA MUNICIPAL UTILITY DISTRICT:

By: 

Michael Cosimeno, President
Board of Directors


Date: _____

ATTEST:



Nancy Rister, County Clerk

WILLIAMSON COUNTY:

By: 

Bill Gravell, Jr., County Judge

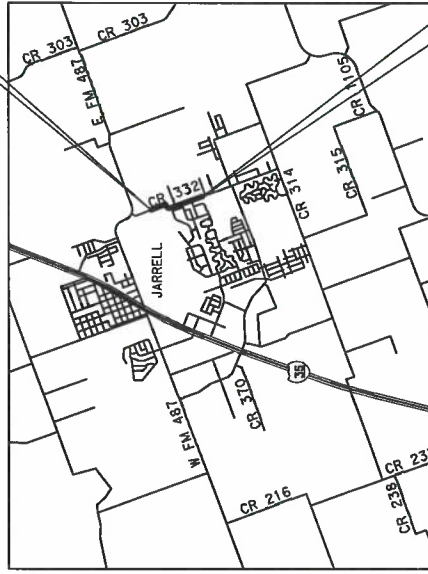
Date: Feb 27, 2024

CR 332
PRECINCT NUMBER 4

FUNCTIONAL CLASSIFICATION	
DESIGN SPEED	= 45 MPH
ADT (2015)	= 1400
DHV (2015)	= 140
ADT (2035)	= 4100
DHV (2035)	= 410

LIMITS: FROM 1900' NORTH OF CR 313
TO 1650' SOUTH OF FM 487
IN THE CITY OF JARRELL

END PROJECT
STA. 51+50.00



EXCEPTIONS: _____ NONE _____
EQUATIONS: _____ NONE _____
RAILROAD CROSSINGS: _____ NONE _____
WATERSHED: _____ UPPER LITTLE RIVER _____
AREA OF DISTURBANCE: 16.13 AC

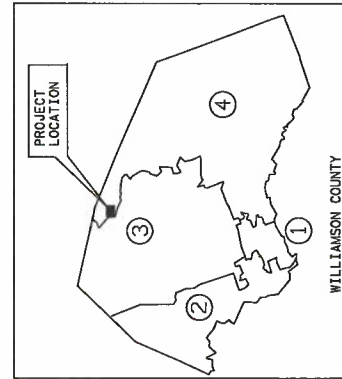
GERALD LANKES, PE
PROJECT MANAGER

1/23/2022

STATE OF TEXAS
★
GERALD A. LANKES
107484
PROFESSIONAL
LICENSED
NEER

TXDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

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."



Williamson County, Texas
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APPROVED BY:
WILLIAMSON COUNTY

BILL GRAVELL, JR.
WILLIAMSON COUNTY JUDGE

APPROVED BY:
WILLIAMSON COUNTY

RUSS BOLES
WILLIAMSON COUNTY COMMISSIONER. PRECINCT 4

DATE

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE
ROAD BOND MANAGEMENT TEAM

EXHIBIT B

WATER LINE EASEMENT

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ (the "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Lone Star Regional Water Authority (the "**Grantee**") whose address is P.O. Box 554, Jarrell, Texas 76537 Attn: General Manager, the receipt and sufficiency of which is hereby acknowledged, and for which no lien, express or implied, is retained, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Grantee and its successors and assigns, an irrevocable, non-exclusive, permanent and perpetual water line easement (the "**Easement**") to survey, install, construct, operate, maintain, inspect, repair, replace, modify, upgrade, relocate, add, and remove water line facilities and other related facilities and equipment which may consist of multiple lines, pipes or conduits, and all incidental surface and subsurface apparatus, equipment, appurtenances and facilities, including, but not limited to valves, fittings, connections, hydrants, taps, meters, air vents, manholes, corrosion control equipment and related items necessary for access to or protection of the installed improvements (the "**Facilities**") over, across, under, and upon that _____ acre (_____ square foot) tract of land, together with free, uninterrupted and continuous non-exclusive access to and from the Easement over and across such other portions of property owned by Grantor as may be necessary for ingress, egress and regress by Grantee, its employees, agents and contractors to and from the Easement (the "**Access Easement**"), provided however the right to use such Access Easement shall only be effective if there is no reasonably available access to the permanent easement area from a public right of way.

The Easement hereby granted shall be located on the property further described by metes and bounds and sketch as shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation of the Facilities. Grantee may engage in all activities as may be necessary, requisite, convenient or appropriate in connection with the Easements and the Facilities. Grantee's rights shall include, without limitation, the right to clear and remove trees, growth, shrubbery, grass, ground cover and other vegetation and improvements from within the Easement which in the opinion of Grantee interfere with or damage the Facilities, and the right to bring materials to and to bring and operate such

equipment thereupon as may be necessary or appropriate to effectuate the purposes for which the Easements are granted. Grantee will, at all times after performing any work in connection with the Easement, remove debris generated by Grantee from the Easements and restore the surface grade and native ground cover necessary to prevent erosion of the Easements to substantially similar conditions as existed prior to the undertaking of any such work; provided however, the Grantee shall not be: (a) required to repair or replace any trees, growth, shrubbery, other vegetation or improvements removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement except as identified herein; or (b) liable for the value of any other trees, growth, shrubbery, other vegetation or improvements, except for planted crops, removed by Grantee from the Easements or damaged by Grantee in the course of the proper exercise of its permitted rights pursuant to this Water Line Easement.

Grantor expressly reserves the right to use the surface of the Easements for purposes that do not directly or indirectly interfere with, interrupt or impair Grantee's use of the Easements or directly or indirectly interfere with or damage the Facilities, including specifically aerial only (no poles) electric facilities. Grantor further specifically reserves the rights to use, construct, reconstruct, allow, or maintain streets, sidewalks, roads or driveways, fences and gates, water lines, aerial electric (no poles) and dry utility service lines at such place or places as Grantor may from time to time hereafter select for public or private use, on, over and across the Easement at any angle not less than forty-five (45) degrees to Grantee's water lines; provided however, without the prior consent of Grantee the Grantor shall not: (a) install or construct any permanent structures or improvements on the permanent Easement; or (b) install any vegetation in the permanent Easement other than grass, ground cover, and crops;

Grantor, its successors or assigns, shall not install or construct wastewater lines, gas pipelines, or petroleum pipelines (i) above Grantee's water lines, (ii) at an angle less than 45 degrees to Grantee's water lines, or (iii) with a separation distance of less than two feet from Grantee's water lines, without prior consent of Grantee.

This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk of Williamson County, Texas.

Grantor represents to Grantee that: (i) Grantor is the current owner of the property which will be subject to the Easements; (ii) Grantor is authorized to grant the Easements without obtaining the prior consent of any party; and (iii) the Easements are not and will not be subject to any prior liens of record or other liens securing financial or other obligations of Grantor except the following: _____.

The Easement herein granted shall be perpetual and shall run with the land, and the terms and provisions of this Water Line Easement shall be binding on Grantor and Grantee and their respective heirs, administrators and executors or successors and assigns, as applicable.

Nothing herein shall be deemed nor construed to be a dedication of the Easements for use by the general public or a conveyance of Grantor's fee estate in the Easements.

TO HAVE AND TO HOLD, subject to the matters set forth herein, the Easements unto the Grantee, its successor and assigns, together with all and singular the rights and appurtenances thereto in anywise belonging, including all necessary rights to ingress, egress, and regress and the right to assign said Easements or any portion thereof. Grantor does hereby bind Grantor and Grantor's heirs, administrators, executors or successors and assigns, as applicable, to WARRANT AND FOREVER DEFEND, all and singular the said Easements and other rights described herein unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or the claim the same or any part thereof.

Grantor expressly acknowledges and consents to Grantee's assignment of undivided interests in this Water Line Easement to Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation for the purposes of installing and maintaining water lines owned and operated by Sonterra Municipal Utility District and Jarrell-Schwertner Water Supply Corporation in addition to Grantee's Facilities.

[signature pages follow]

Executed this ____ day of _____, 2022

GRANTOR:

Address: _____

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this ____ day of _____, 2022,
by _____
in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

(Notary Seal)

After Recording, Return to:

S.D. Kallman, LP
1106 S Mays St. Ste. 101
Round Rock, TX 78664