Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 1 of 9 Received
Sep 23, 2024
HNTB Corporation
Round Rock

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the <u>18th</u> day of <u>September</u>, 2024, by and between <u>Manville Water Supply Corporation</u> (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain 12 inch Water Line including associated service lines. (herein called Facilities).

WHEREAS, County desires to construct proposed <u>CR404 at FM973</u> (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Relocation of 2 &12 in waterlines in conflict with proposed roadway construction
- County will reimburse Utility for labor and materials.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

- 1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.
- 2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.
- 3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

Estimated 1,500 LF of underground 2 & 12 in waterlines defined as Work = \$578,829.78

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 2 of 9

shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

- 5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.
- 6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.
- 7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.
- 8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.
- 9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

- 1. Utility Agreement Wilco -U-35 100% County Off System
- 2. Plans, Specification, and Estimated Costs (Attachment "A")
- 3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")
- 4. Eligibility Ratio (Attachment "C")
- 5. Betterment Calculation and Estimates (Attachment "D")
- 6. Proof of Property Interest ROW-U-1A (Attachment "E")
- 7. Wilco-U-80A Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILIT	тү	WILLIAMSON COUNTY	
Utility:	Manville Water Supply Corporation Name of Utility	By: Valerie Covey Authorized Signature	
Ву:	Authorized Signature	Valerie Covey Print or Type Name	
	Erik Frinz	Title: Presiding Officer	
Title:	General Manager	Date: Oct 7, 2024	~ _
Date:	9-23-24		

Attachment A

Plans, Specifications, and Estimated Costs

MANVILLE WATER SUPPLY CORPORATION

TRAVIS & WILLIAMSON COUNTIES

FM 973 & CR 404 INTERSECTION TOTAL FOOTAGE- 1,500 L.F.

BOARD OF DIRECTORS

GENERAL MANAGER

PRESIDENT JACK ATTERSTROM VICE - PRES. GEORGE TOLLESON LARRY HODDE SECRETARY TREASURER TRACY SPELLINGS MEMBER JOE COFFEY MEMBER SAM JONES STEVE MARES MEMBER JEFF MONZINGO MEMBER

TONY GRAF

SHEET I TITLE SHEET
SHEET 2 KEY MAP
SHEET 3-6 PROPOSED WATERLINE
SHEET 7 CROSS SECTIONS
SHEET 8-9 CONSTRUCTION STANDARDS

UTILITY CONTACT:
MANVILLE WATER CORP.
ERIK PRINZ-DIRECTOR OF OPERATION
(512)856-2488 EXT: 233
RAUL OCHOA-CONSTRUCTION SERVICES FIELD
TECHNICIAN
(512)517-8661



THIS DRAWING IS AN
INSTRUMENT OF SERVICE AND
THE ENGINEER WILL RETAIN
OWNERSHIP AND PROPERTY
INTEREST THERIN. THE OWNEH
MAY MAKE AND RETAIN COPIES
FOR INFORMATION AND
REFERENCE; HOWEVER, THIS
DRAWING SHALL NOT BE REUSEL
WITHOUT WRITTEN
AUTHORIZATION BY THE
ENGINEER.

INDEX:

MANVILLE
WATER SUPPLY CORPORATION
TRAVIS COUNTY

FM 973 & CR 404 INTERSECTION

TITLE SHEET prepared by

J. F. FONTAINE & ASSOCIATES, INC.

PALESTINE, TEXAS

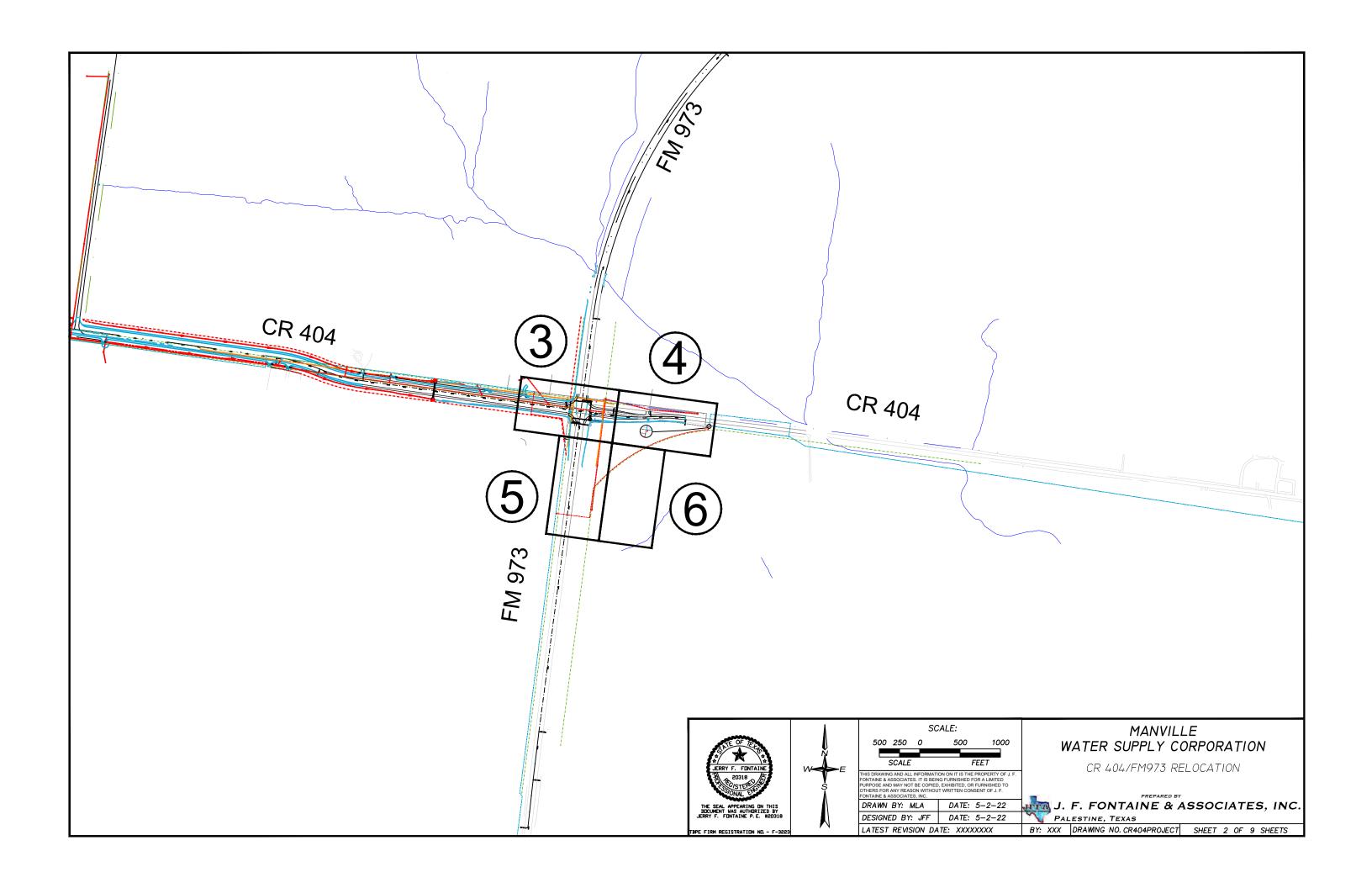
DRAWING NO. 003FM973CR404001 SHEET NO. 1 OF 6

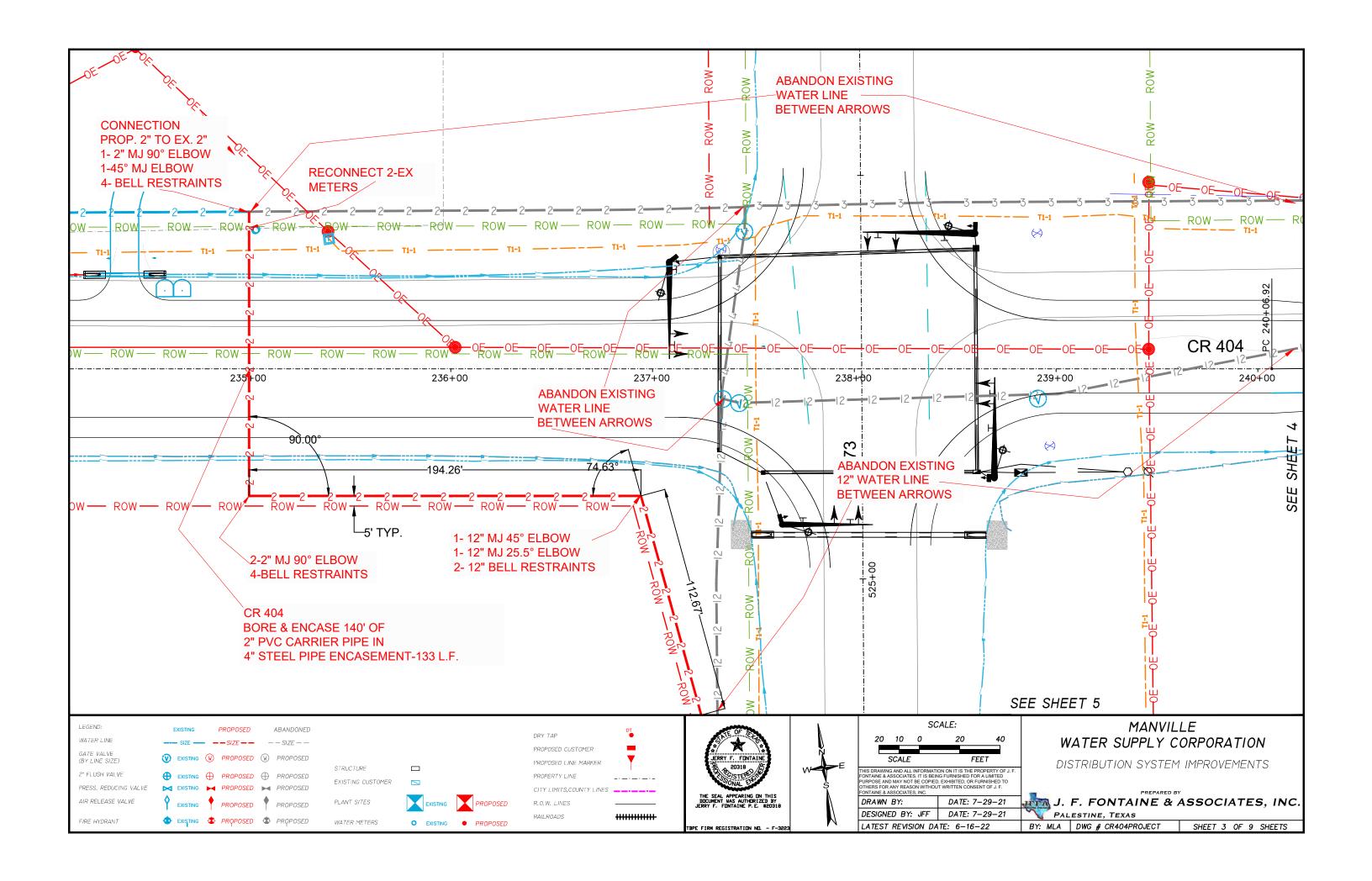
J. F. FONTAINE & ASSOC. INC. DATE

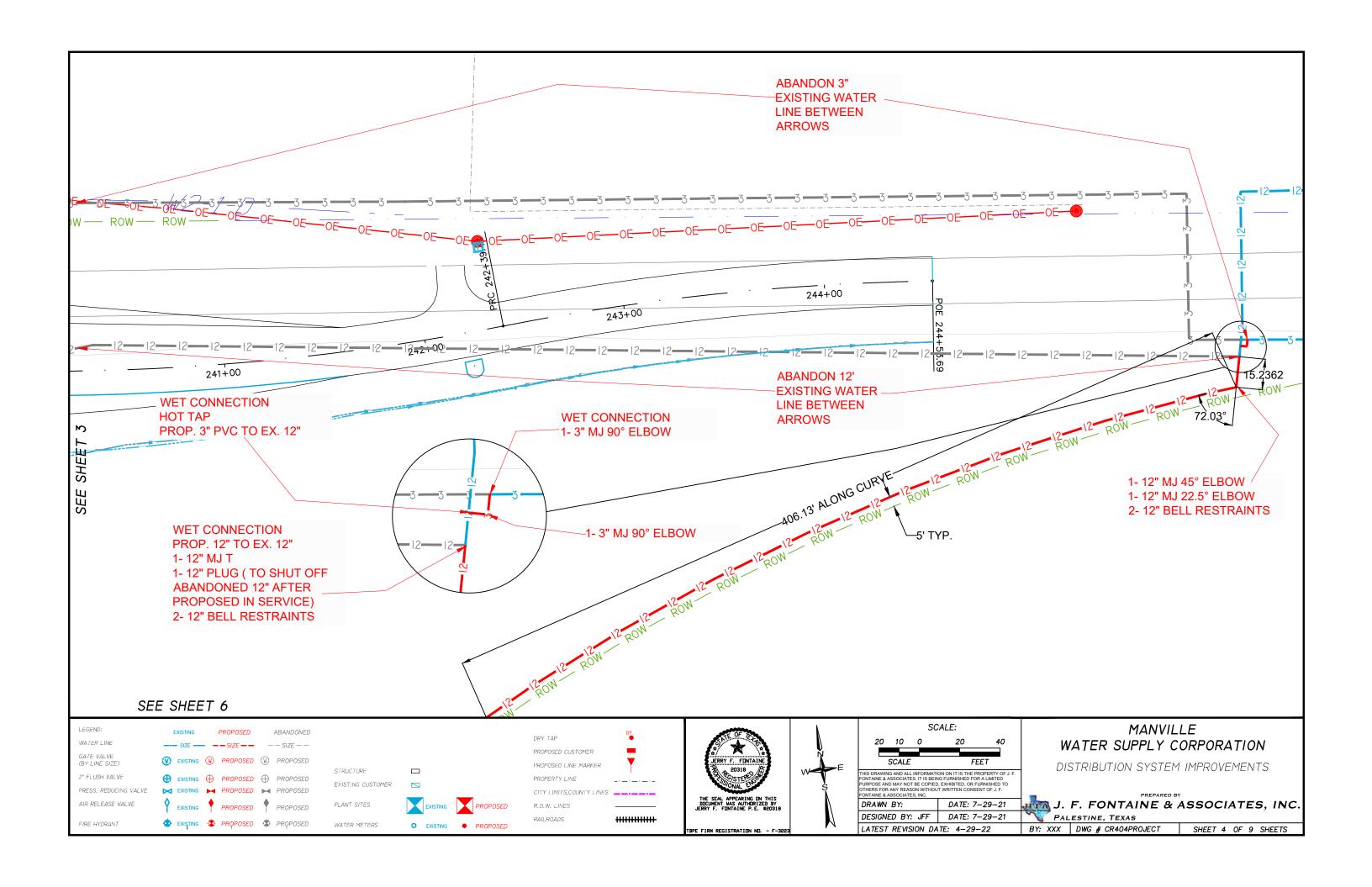
DATE

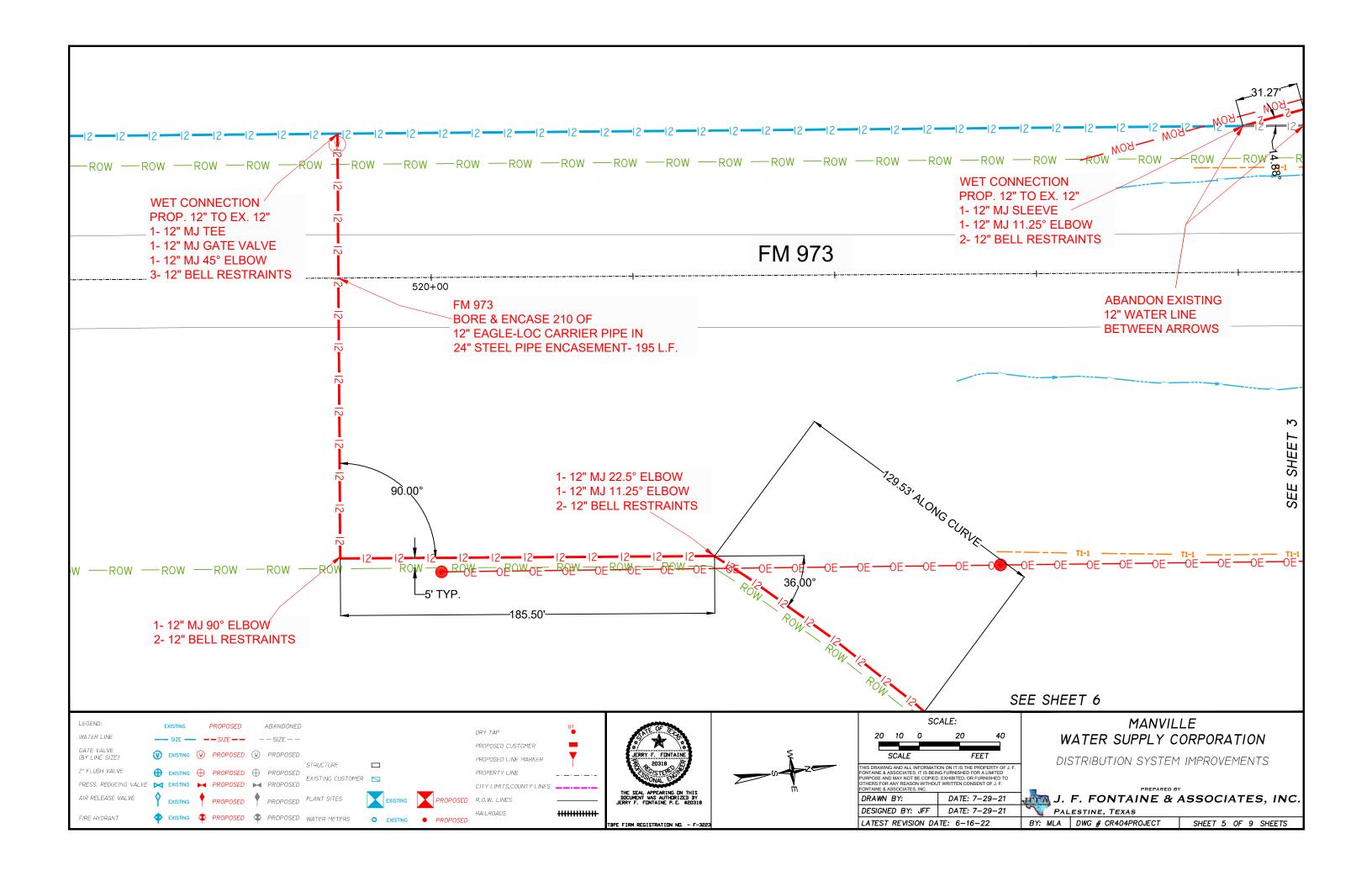
APPROVED:

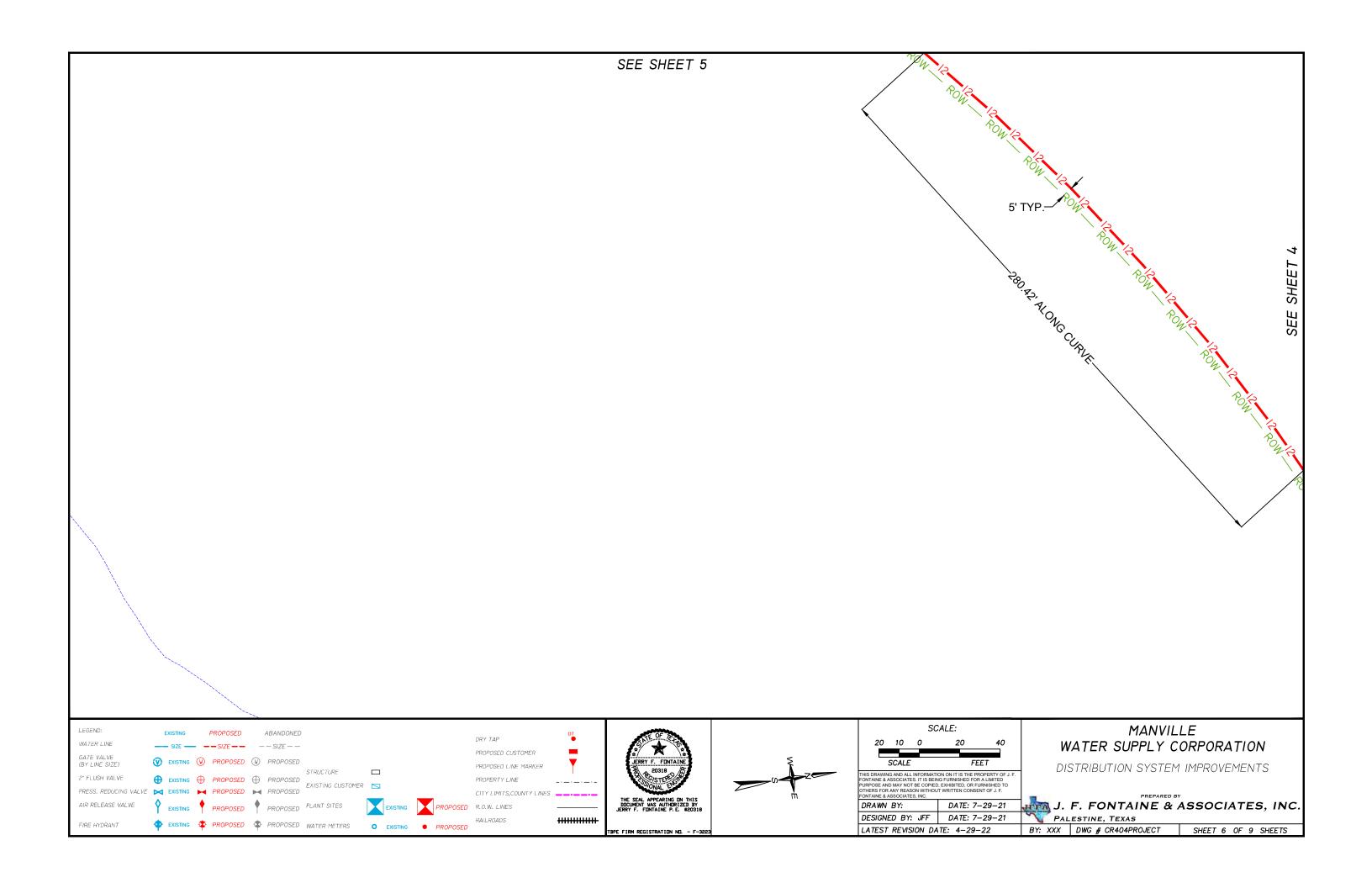
MANVILLE WSC

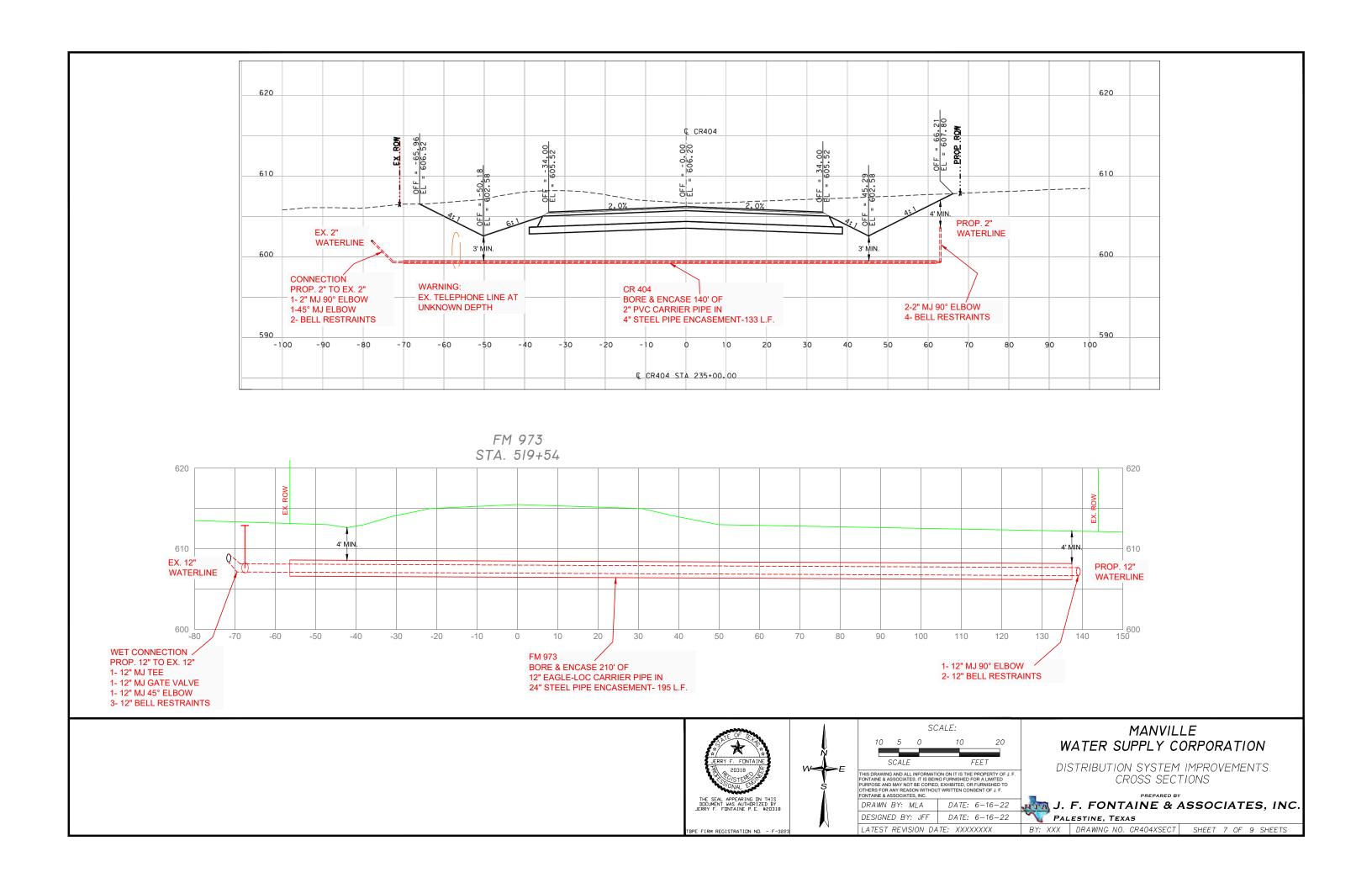


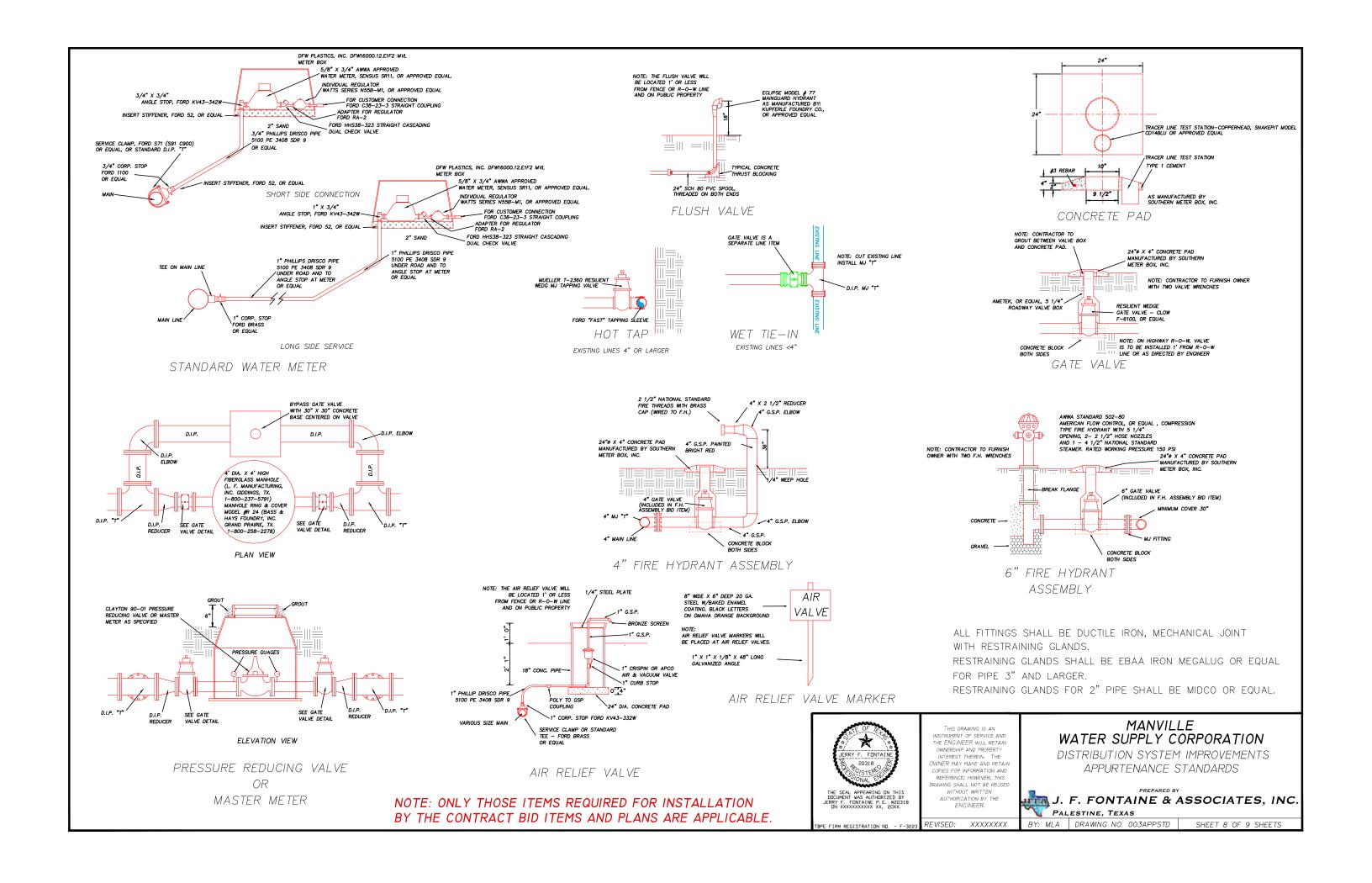








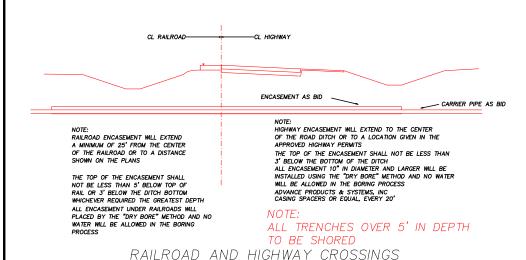






NOTE: ALL TRENCHES OVER 5' IN DEPTH TO BE SHORED

BORED COUNTY ROAD AND DRIVEWAY CROSSINGS

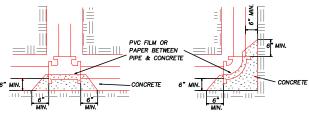


-LEAK DETECTION LINE ENCASEMENT SIZED AS BID NOTE: ENCASEMENT IN CREEK BOTTOM
WILL HAVE A MINIMUM OF 36" COVER.
ENCASEMENT MILL EXTEND A MINIMUM OF
10" BEYOND THE TOP OF SLOPE ON BOTH SIDES ENCASEMENT WILL BID AS SEPERATE ITEMS

ENCASEMENT TO BE SOLID WELDED THE ENTIRE CIRCUMFERENCE OF THE PIPE

ALL TRENCHES OVER 5' IN DEPTH TO BE SHORED

TYPICAL CREEK CROSSINGS



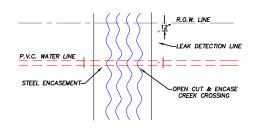
NOTE: ALL PLUGS, CAPS, TEES AND BENDS WILL BE PROVIDED WITH CONCRETE REACTION BACKING CONSTRUCTED OF 2.000 PSI STRENGTH CONCRETE WITH BEARING AREA CALCULATED USING 100 PSI WATER MAIN PRESSURE AND 1,000 LB/FT. SQ. UNDISTURBED SOIL BEARING, 12" PIPE — 11.5 SQ. FT. AREA, 10" — 8 SQ. FT. AREA, 10" — 5 SQ. FT. AREA, 10" — 8 OX. FT. AREA, 10" — 5 SQ. FT. AREA, 10" AND UNDER 3.2 SQ FT. AREA. ALL BLOCKING WILL BE LEFT OPEN FOR INSPECTION AND WILL

WHEN UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, THE CONTRACTOR SHALL PLACE 2 ROWS OF CONCRETE BLOCKS FROM THE PIPE TO THE UNDISTURBED EARTH AND COVER WITH 12" OF CONDRETE ON TOP AND BOTH SIDES.

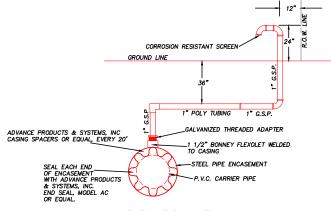
PIPE RESTRAINTS, MEGALUG, OR EQUAL, MAY BE USED IN LIEU OF CONCRETE BLOCKING EXCEPT WHERE UNDISTURBED EARTH IS MORE THAN 24" FROM THE OUTSIDE OF THE PIPE, IN THAT CASE BOTH WILL BE USED.

TYPICAL CONCRETE THRUST BLOCKING

NOTE: ALL ENCASEMENT SHALL HAVE CASING SPACERS EQUIVALENT TO ADVANCE PRODUCTS & SYSTEMS, INC., MODEL CI, EVERY 20 FEET.



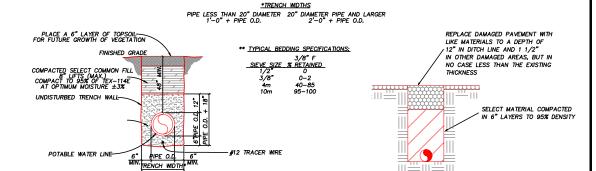
PLAN VIEW



ELEVATION VIEW

CREEK CROSSING LEAK DETECTION INSTALLATION

NOTE: ONLY THOSE ITEMS REQUIRED FOR INSTALLATION BY THE CONTRACT BID ITEMS AND PLANS ARE APPLICABLE.

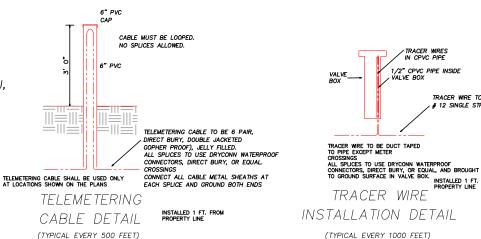


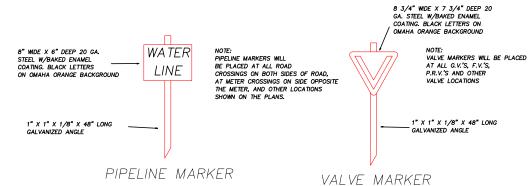
PIPE INSTALLATION AND BEDDING

DRIVEWAY AND COUNTY ROAD PAVEMENT REPLACEMENT

12 SINGLE STRAND

INSTALLED 1 FT. FROM PROPERTY LINE





ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT WITH RESTRAINING GLANDS. RESTRAINING GLANDS SHALL BE EBAA IRON MEGALUG OR EQUAL FOR 3" AND LARGER PIPE. RESTRAINING GLANDS FOR 2" PIPE SHALL BE MIDCO OR EQUAL.



E FIRM REGISTRATION NO.

INSTRUMENT OF SERVICE AND THE ENGINEER WILL RETAIN OWNERSHIP AND PROPERTY INTEREST THEREIN. THE OWNER MAY MAKE AND RETAIN COPIES FOR INFORMATION AND REFERENCE: HOWEVER, THIS DRAWING SHALL NOT BE REUSED WITHOUT WRITTEN AUTHORIZATION BY THE

MANVILLE WATER SUPPLY CORPORATION

DISTRIBUTION SYSTEM IMPROVEMENTS PIPING STANDARDS

PREPARED BY 🚵 J. F. FONTAINE & ASSOCIATES, INC. V PALESTINE, TEXAS

REVISED:

ENGINEER. 11-6-17

BY: MLA DRAWING NO. 003PIPESTD SHEET 9 OF 9 SHEETS

CR404 Manville Waterline Relocation Cost Estimate

Cost Estimate Summary				
Description	Cost			
Construction Cost	\$522,115.00			
Engineering, Inspection, Line Locating	\$56,714.78			
Total Cost	\$578,829.78			

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615 (512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

ESTIMATE

PROJECT: FM 973 & CR 404 intersection WC Project PROJECT #: 1143-19 **CHARGES ARE AS FOLLOWS:** Date COST Contractor Nelson Lewis Pay Request 1 \$371,533.50 11/1/2022 Contractor Nelson Lewis Pay Request 2 (Change order #1) \$98,370.00 2/1/2023 Contractor Nelson Lewis Pay Request 3 - Retainage 2/22/2023 \$52,211.50 Total \$522,115.00

MWSC is an equal opportunity provider and employer.

Proposal of Lewis free (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Texas doing business as to Manville Water Supply Corporation (Hereinafter called "OWNER).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of <u>FM 973 & CR 404 Intersection</u> in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Each Bid must be submitted in a sealed envelope, addressed to Manville Water Supply Corporation. Each envelope containing a BID must be plainly marked on the outside as BID for FM 973 & CR 404 Intersection the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to P.O. Box 248 Coupland, Texas 78615.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

A BID BOND in the amount of 5 percent of the CONTRACT PRICE must be submitted with Bid form.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ________ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$_______ for each consecutive day thereafter as provided in Section 4 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

^{*}Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for e following unit prices or lump sum:

MANVILLE WATER SUPPLY CORPORATION FM 973 & CR 404 INTERSECTION

ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
mater with t	sh 12" C900 PVC DR 18 Carrier Pipe an rial, bedding and labor required to install the Plans and Specifications ARS AND CENTS	w 2	1,020	s/57).α) \$/53,000 _.
Caccor	sh 12" Eagle-Loc Carrier Pipe and all equical, bedding and labor required to install and Specifications with the Plans and Specifications ARS AND CENTS	ll in	210	<u>\$ 195, 0</u>	0 8 <u>40,950.0</u> 0
beddi Plans	sh 3" 200 PSI SDR 21 P.V.C. Pipe all maning and labor required to install same in a and Specifications for a unit price of ARS AND ACCORDANCE CENTS		10 \$	136.00s	1,360.00
beddi Plans	sh 2" 200 PSI SDR 21 P.V.C. Pipe all maing and labor required to install same in a and Specifications for a unit price of ARS AND CENTS		480 \$	35.00 s	16800.0
& Enco	h all equipment, material and labor requase 12" Eagle-Loc Pipe with 24" Steel Piperdance with the Plans and Specification ARS ANDCENTS	pe Encasement	195	s 38 0.0	0 874,000
& Enc in acce price o	h all equipment, material and labor requase 2" Carrier Pipe with 4" Steel Pipe Exording with the Plans and Specification for the Action of ARS AND CENTS	ncasement in	133	s/35.0	0 \$17,955 A
require with t	h 12" MJ gate valve and all equipment, ned to install same on proposed 12" Pipe, he Plans and Specifications for a unit process of the CENTS	in accordance	1	\$ <u>5520</u>	100 5500.a

™EM J.	DESCRIPTION	UNIT		UNIT	TOTAL
 =====	DESCRIFTION	<i>MEASURE</i> ==========	QUANTITY ==========	<i>PRICE</i> ========	PRICE =======
3" to with	eish all equipment, material and labor red existing 12" Hot Tap including gate valv the Plans and Specification for a unit pr	ve in accordance rice of			
	LARS AND SCENTS	EA.	I	\$/1000.	008/10000
exist for a	ish all equipment, material and labor rec ting meters in accordance with the Plans unit price of Mount	quired to reconnect and Specification			
DOLL	LARS AND CENTS	EA.	2	\$3000c	cos 4000a
in ag	nish all material, equipment and labor to cordance with the Plans and Specification ARS AND CENTS	ons for a unit price of	2	\$3570.0	20 s 5000.a
90° aun	nish all material, equipment and labor to Elbow in accordance with the Plans and it price of CENTS		3	\$2000	me book
. Furn	nish all material, equipment and labor to	o install 12" MJ	J	9_7	cos boosa
aun	Elbow in accordance with the Plans and it price of Accordance LARS AND	Specifications for EA.	2	\$ <u>/\$00</u>)08 3600 a
22.5°	nish all material, equipment and labor to Elbow in accordance with the Plans are it price of ARS ANDCENTS		2	\$/8000	0 \$ 3/000 a
11.25 a um	nish all material, equipment and labor to 5° Elbow in accordance with the Plans of it price of ARS AND 26 CENTS		,	o / Cn .)	100/F/)/)//
Furn MJ 1 a uni	tish all material, equipment and labor to Reducer in accordance with the Plans are it price of	nd Specifications for		5150C	d \$ 1800.0
	ARS AND CENTS	EA.	I	\$/200	W8/2004

¬EΜ Э.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
====					
	nish all material, equipment and labor to a g in accordance with the Plans and Specifi				
am	nit price of				
DOL	LARS AND SECCENTS	EA.	1	89100	0 , 900.00
	0		-	*	u .
	nish all material, equipment and labor to t Bell Restraints in accordance with the Pla				
	cifications for a unit price of	ins ana			
2.	ight Hundrad Ale	enfo-tu	se	G=v=	2 06 2
DOL	LARS AND LEW CENTS	EA.	9	\$ <u>d</u> /SL	0 \$ 7875.d
8. Fur	nish all material, equipment and labor to	install 3" MJ			
	Elbow in accordance with the Plans and S	pecifications			
for	q unit price of	- Aue			
DOL	LARS AND ZERO CENTS	EA.	2	\$445.0	0 \$1290.0c
	O				
	nish all material, equipment and labor to a Elbow in accordance with the Plans and S				
for	y unit price of	programions			
	Hy Hundred	EA.	2	• (000)	000/8000
DOL	LARS ANDCCENTS	EA.	3	Stock.	20 8/800.0c
	aish all material, equipment and labor to it				
	Elbow in accordance with the Plans and S of unit price of	pecifications			Ru
1	by Hundred			1	1,20000
DOLI	LARS AND CENTS	EA.	2	\$ (000. CC	0 s/80
I. Furn	uish all material, equipment and labor to it	nstall 2" M.I			
	° Elbow in accordance with the Plans and				
for g	unit price of				
DÒL	LARS AND SCOCENTS	EA.	1	\$ 1000	008 6000C
	O		•		
	tish all material, equipment and labor to i				
	Restraints in accordance with the Plans a ifications for a unit price of	nd 			
	me funded Eigh	to Jure		i Com	
DOLI	LARS AND CENTS	EA.		\$ 185.0	0 \$3035,00
3. Furn	ish all equipment, material and labor requ	iired to grout			
aban	doned 12" line with flowable fill in accord	_			
the P	Plans and Specification for a unit price of				
DOLI.	ARS AND SUCENTS	L.F.	1,050	8-250	0 836250.4
~ 0111	0	ment to	2,000	4011	309 30.0

			6		
ITEM NO.	DESCRIPTION	UNIT MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
abana	sh all equipment, material and la doned 4" line with flowable fill in lans and Specification for a unit p	accordance with			
0	ARS AND STUCENTS	L.F.	100	\$25.00	2 \$3,500.00
abana the Pl	sh all equipment, material and law doned 4" line with flowable fill in ans and Specification for a unit performance of the control of the con	accordance with	900	\$ 25.00) \$3 35000
TOTAL (OF BID ITEMS ER - MANVILLE WSC IS	TAX EXEMPT	\$	412,815	.00
Resp	pectfully submitted:	450 FM 1431	East		
X26	Signature	Marble Fall			
Project A License	Estimate/Manager Title J A Se Number(if applicab	<u> </u>			



PO BOX 235, MARBLE FALLS, TX 78654 OFFICE: 830.693.8874 FAX: 830.693.5986

CHANGE ORDER

Job#

22012 FM 973 & CR 404 Intersection

Job Name

Date 10/20/2022

ITEM#	DESCRIPTION CR 404 Waterline Relocation	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
20	12in DR 18 Carrier Pipe	200	LF	\$195.00 \$	39,000.00
CO1A CO1B CO1C CO1D CO1E	Potholing for Existing Lines Remove and Haul Off Existing Waterline 24in Steel Casing by Open Cut Fittings Tie ins	1 200 184 1 2	LS LF LF LS EA	\$ 1,800.00 \$ \$ 15.00 \$ \$ 250.00 \$ \$ 14,500.00 \$ \$ \$2,500.00 \$	1,800.00 3,000.00 46,000.00 14,500.00 5,000.00
	ORIGINAL CONTRACT PRICE AMOUNT OF THIS CHANGE ORDER CONTRACT SUM TO DATE			TOTAL	\$109,300.00 \$412,815.00 \$109,300.00 \$522,115.00
	APPROVED:		APPROVE	D:	

BY: Sasha Herrington

DATE 10/20/2022

TITLE PM

FEB 22 2023

Manville Water Sunnly

MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248 Coupland, TX 78615 (512) 856-2488 (512) 856-2029 (Fax)

Date: 3/9/2023

ESTIMATE

PROJECT: FM 973 & CR 404 intersection WC Proje	PROJECT #: 11	43-19
CHARGES ARE AS FOLLOWS:	Date	COST
Line Locating for Road Widening Project by Contractor 10 hrs x 275	9/1/2022	\$2,750.00
Engineering Services	8/9/2022	\$30,052.94
Engineering Services	2/28/2023	\$13,804.72
Inspections Rice Inspection, Inc	10/31/2022	\$2,737.48
Inspections Rice Inspection, Inc	11/30/2022	\$4,025.28
Inspections Rice Inspection, Inc	2/28/2023	\$109.36
Staff Kick off Meetings - 5/14/21 -7/23/21, 11/10/21, 9/6/22 1 hr ea		
x 60 hr x 2		\$480.00
Action Plan -Notices issued to customers 2 times 3 hours each = 6		
hours x 60 hr		\$360.00
Flushing Loss 120,000 gallons @ 5.00 per 1000		\$600.00
Bac-T Samples (2) Labor/Material \$110 x 2		\$220.00
As Built GIS data collections 1 tech - 8 hrs x 60 hr		\$480.00
Attorney Review Fee 1 hour at \$395.00		\$395.00
Administrative Fee-20 hours x \$35.00 per hr. (Services to included		
all paperwork processing, phone discussions, billing etc.)		\$700.00

Total \$56,714.78

MWSC is an equal opportunity provider and employer.

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: 10/20/2022

Estimated Completion Date: 02/28/2023

Williamson County Form Wilco-U-35-100% County – Off System Rev. 12/2014 Page 6 of 9

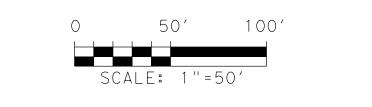
Attachment C

Eligibility Ratio

On State and local projects, Texas Transportation Code section 203.092 provides that
utility reimbursement for facility relocation is dependent upon whether the utility
possesses a valid property interest. See Attachment "H" for proof of property interest,
which is established at 100% eligible.

Eligibility Ratio Calculation attached

		Eligibility Ratio Calculations							
Sheet #	Description LF Eligible LF Ineligible Unit Cost Eligibility Cost*					Cost*	Cost Reimbursable		
	3" WL	0	134	\$122.00	0.00%	\$16,348.00	\$0.00		
	4" WL 0 53 \$122.00 0.00% \$6,466.00						\$0.00		
	Change order \$109,300.00					\$109,300.00			
	12"	612	184	\$340.00	76.88%	\$270,640.00	\$208,080.00		
Total						\$402,754.00	\$317,380.00		
Total Eli	al Eligibility								
	*Costs do not represent actual project cost. Costs use historic unit costs strictly for calculation of eligibility								
	*Per discussion with the County, change order would be reimbursed at 100%								



LEGEND

existing records is correlated with surveyed surface-visible features.

Quality Level "B"- Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.



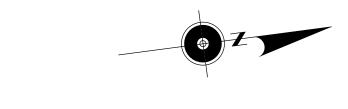
505 East Huntland Drive, Suite 100 Austin, Texas 78752 512.834.9798 | fax 512.832.7727 | www.cobbfendley.com

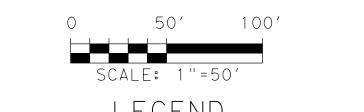
CR 404/FM 973 MANVILLE EXHIBIT

DESIGN BY: BK DRAWN BY: BK SCALE: CHECKED BY: EK HORIZONTAL: 1"=50' APPROVED BY: AB

PROJECT NO: 1903-099-07 DATE: 8/27/2024 SHEET: OF

CONFLICT DESCRIPTION (UTILITY TRACKER ID #) *REFER TO UTILITY TRACKER





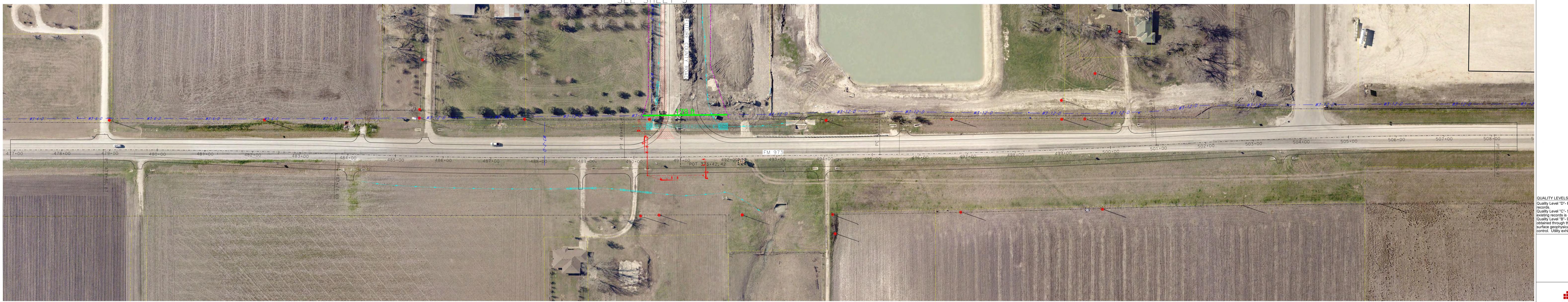
----- PROPOSED ROW ----- EXISTING ROW

-----EXISTING ROADWAY PROPOSED DRAINAGE PROPERTY LINES

PROPOSED FENCE

ROADWAY REMOVAL

LVL B LVL C/D



Quality Level "D"- Existing Records: Utilities are plotted from review of available records.

Quality Level "C"- Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level "B"- Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to appropriate survey control. Utility exhibits are for information only.





FUTURE COUNTY ROAD

DESIGN BY: BH DRAWN BY: BH SCALE:

CHECKED BY: EK HORIZONTAL: 1"=50' APPROVED BY: AB PROJECT NO: 1903-099-07 DATE: 9/17/2024 SHEET: 4 OF 4

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Betterment Calculation attached.

Attachment E

Proof of Property Interest



WATER LINE EASEMENT

THE STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

Larry Gene Hamann ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto Manville Water Supply Corporation, a Texas Non-Profit Corporation ("Grantee"), a perpetual and exclusive easement and right-of-way ("Easement") upon and across the property of Grantor which is more particularly described on Exhibit "A", attached hereto and incorporated herein by reference ("Easement Tract")

Grantor also grants Grantee a temporary workspace easement which shall not exceed fifteen (15) feet in width, running the entire length of and parallel to the Easement Tract herein granted as a permanent easement. The temporary workspace easement shall be in effect from time to time only so long as the construction, operation, maintenance, replacement, tie-in connections, upgrade, removal repair and laying of the pipelines or additional pipelines is taking place; and, except when said activities are being undertaken from time to time, the temporary workspace easement shall revert to and be under the sole ownership and control of Grantor.

In the event the Easement Tract hereby granted abuts on a public road and the county or state hereafter widens or relocates the public road so as to require the relocation of Grantee's water line or lines or other infrastructure as installed, Grantor further grants to Grantee an additional easement over and across Grantors land as a substitute Easement Tract for the purpose of laterally relocating said water line or lines, or other infrastructure as necessary to clear the road improvements. A substitute Easement Tract granted as herein described shall be limited to a strip of land twenty (20) feet in width and running along and adjacent to the property line fronting the public road as the same may be relocated or widened. Grantor also grants Grantee a temporary workspace easement of fifteen (15) feet along the substitute Easement Tract, on the same terms and conditions as herein stated for the original temporary workspace easement.

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 easements herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to (i) all title exceptions of record, to the extent the same are valid and subsisting against the Easement Tract (ii) all matters visible or apparent within the Easement Tract, and (iii) the matters set forth herein.

The Easement shall be used for the following public utility purposes: the placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of water lines, public utility facilities, and related appurtenances (collectively, the "Facilities"), or making connections thereto.

The Easement shall also be used for the purpose of providing surface access for the operation, repair, maintenance, replacement and expansion of the Facilities.

Grantor shall have the right to use the surface of the Easement Tract for those purposes which do not conflict with Grantee's subsurface use but shall keep the easement tract free and clear of buildings; landscaping, trees, fences or walls, commercial signage, and entry way monument signs. In the event Grantor installs a driveway over and across the easement herein granted, all Manville lines beneath the said driveway shall be sleeved at Grantor's expense. Grantor shall not construct any obstruction on the easement property, and any improvement made by Grantor must comply with all applicable municipal or other governmental ordinances, codes, and engineering guidelines. Grantor shall obtain Grantee's permission and approval prior to the start of construction of improvements.

In the event that the surface condition of the Easement Tract is disturbed as a result of any maintenance, repair, or construction activities by Grantee or its agents, employees or contractors, within the easement, Grantee shall be responsible

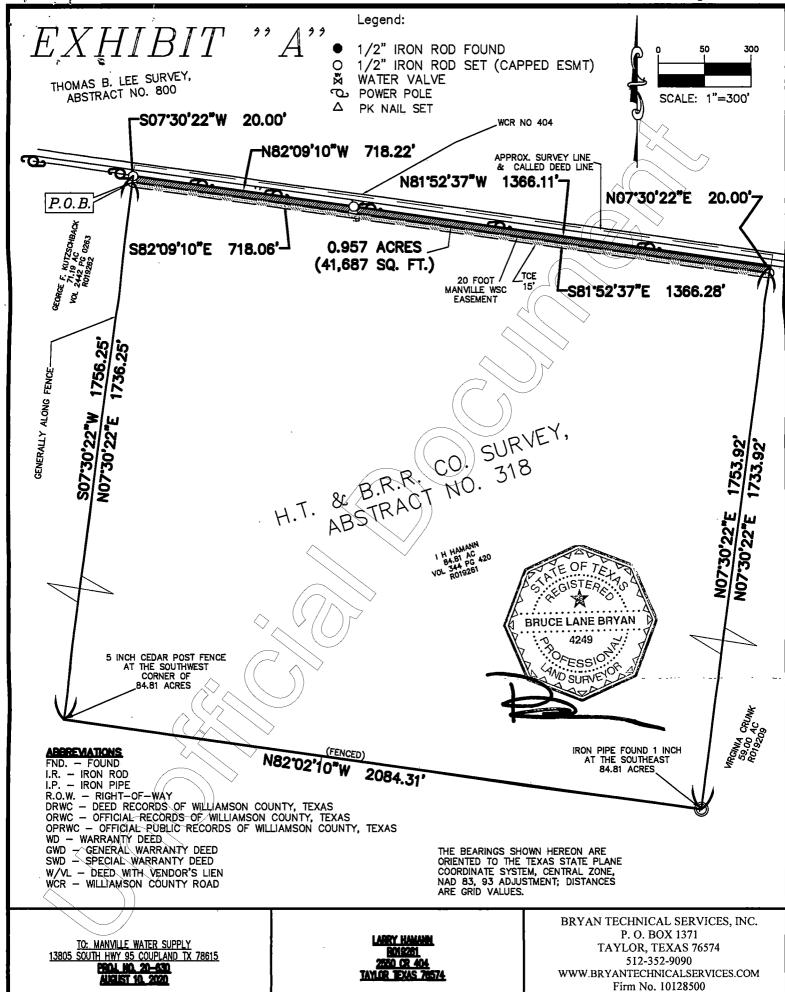
to restore the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. In the event Grantee is required to remove or alter unauthorized surface improvements within the easement, Grantee shall have no responsibility for repair or restoration of the easement property arising from such disturbance. Grantee shall be solely responsible for performing all maintenance and repair of the Facilities and agrees to maintain all the Facilities in a good condition and repair at all times. Grantee has full responsibility for the improvement and maintenance of the easement property. Grantee is authorized to remove and relocate vegetation fences or other improvements on the easement property or along its boundary lines when necessary, in the judgment of Grantee, to construct, maintain, repair, remove or replace the Facilities. Grantee shall not be required to repair or replace to their original condition any landscaping, vegetation, driveways, parking areas or other improvements on the Easement Property that are or may be damaged in connection with the placement, construction, installation, replacement, repair, maintenance, relocation, removal or operation of the permitted Facilities within the easement.

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.

This agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns. This Easement and the rights of Grantee hereunder may be assigned by Grantee so long as the assignee utilizes the Easement as contemplated herein.

In witness whereof, this instrument is executed this $\frac{12}{2}$	day of /tugus. 7, 20 20
Larry Sen Haman GRAN	TOR(S)
Signature Signature	Signature
Larry Gene Hamann Printed Name	Printed Name
THE STATE OF TEXAS §	
COUNTY OF Williamson \$	
This instrument was acknowledged before me on	ugnst 13 , 2020, and personally
appeared Lamy Grene Hamann	and
(SCBL) ADELA SALAZAR	Of the second se
Notary ID #128326952 My Commission Expires September 3, 2023	Notary Public Sygnature

MUST RETURN ORIGINAL FORM FOR FILING MWSC is an equal opportunity provider and employer.



Z:\AUTOCAD\PROJECT DRAWINGS\2020 DRAWINGS\20-630 TREVOR LOESSIN.dwg 8/12/2020 11:11 AM

EXHIBIT "A"

STATE OF TEXAS COUNTY OF WILLIAMSON **AUGUST 10,2020**

20-FOOT-WIDE MANVILLE WSC EASEMENT 0.957 ACRE

These notes describe that certain tract of land located in the H.T. & B.R.R. CO. SURVEY, ABSTRACT NO. 318, situated in Williamson County, Texas; subject tract being over and across a called "84.81 Acres" conveyed in a Cause #4036-In Probate Annie Lettermann, guardian of the estates of Anna Marie Lettermann and Caroline Louise Lettermann minors to I H Hamann of Williamson County, dated 8-28-1947 and recorded in Volume 344 Page 420 of the Official Public Records of Williamson County (OPRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of August, 2020 and being more fully described as follows:

BEGINNING at a 1/2" Iron rod set (yellow cap stamped "ESMT") at the occupied west line of the I H Hammann 84.81 acres record in Volume 344 Page 420, same being the apparent East Line Of A Called "71.19 Acres" as recorded in Volume 2442, Page 263 Official Records of Williamson County (ORWC) a 5" cedar post for reference found at the occupied SWC of said "84.81 Acres bears South 07° 30' 22" West a distance of 1736.25 feet;

THENCE South 82° 09' 10" East with the south line of subject, a distance of 718.06 feet over and across said "84.81 acres", to a 1/2" Iron rod set (yellow cap stamped "ESMT")

THENCE South 81° 52' 37" East, over and across said "84.81 Acres", a distance of 1366.28 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT") in the apparent common line of said 84.41 Acres and a called "59.00 Acres" as recorded in Instrument #2017012204 OPRWC; a 1" Iron pipe found at the apparent Southeast corner of said "84.81 Acres" bears South 81° 52' 37" West a distance of 1733.92 feet;

THENCE North 07° 30° 22" East with the Apparent common line "84.59 Acres" and said "59.00 Acres", a distance of 20.00 feet to a "PK Nail set in 10" Creosote Post") in or near the South Maintenance line of Williamson County Road No. 404

THENCE in or near the South maintenance line of WCR No. 404, over and across said "84.81 Acres",

1. North 81° 52' 37" West a distance of 1366.11 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT")

2. North 82° 09' 10" West a distance of 718.22 feet to a 1/2" Iron rod set (yellow cap stamped "ESMT") at the Northwest corner of subject tract, same being in the aforementioned common line of said "84.81 Acres" and "71.19 Acres"

THENCE South 07° 30' 22" West with said common line of "84.81 Acres" and "71.19 Acres" a distance of 20.00 feet the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 0.957 Acre of Land.

NOTE: Bearings and coordinates recited herein based on Texas Plane Coordinate System (central zone) NAD 83/93 adjustment and are grid values. Attention is invited to accompanying plat for further information.

Bruce Lane Bryan

Registered Professional Land Surveyor No. 4249

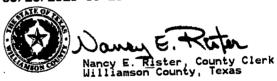
Bryan technical Services, Inc. TBPLS Firm No. 10128500 Bryantechnicalservices.com



MANVILLE WATER SUPPLY CORP PO BOX 248 COUPLAND, TX 78615 FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2020099181

ESMT Fee: \$37.00 08/25/2020 09:28 AM

OSALINAS



Form FmHA-Tx 442-9 (Rev. 7-85)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT (General Type Easement)

(acres 1) be seen	
KNOW ALL MEN BY THESE PRESENTS, that Henry (hereinafter called "Grantors"), in consideration good and valuable consideration paid by Manvil (hereinafter called "Grantee"), the receipt and su knowledged, does hereby grant, bargain, sell, tran its successors, and assigns, a perpetual easement install and lay and thereafter use, operate, insperemove water distribution lines and appurtenances of land, more particularly described in instrument Deed Records, Williamson County, Texas, and egress over Grantors' adjacent lands for the prights are granted. The easement hereby granted s Grantee is hereby authorized to designate the cour except that when the pipe line(s) is installed, th limited to a strip of land 15' in width the center as installed.	of one dollar (\$1.00) and other le Water Supply Corp. fficiency of which is hereby ac- sfer, and convey to said Grantee, with the right to erect, construct, ct, repair, maintain, replace, and over and across 160 acres recorded in Vol. 340, Page 109, together with the right of ingress urpose for which the above mentioned hall not exceed 15' in width, and se of the easement herein conveyed e easement herein granted shall be
The consideration recited herein shall constitute sustained by Grantors by reason of the installation in and the Grantee will maintain such easement in so that no unreasonable damages will result from it Agreement together with other provisions of this grunning with the land for the benefit of the Grant Grantors covenant that they are the owners of the lands are free and clear of all encumbrances and I the easement conveyed herein was obtained or assistance. This easement is subject to the proviut Act of 1964 and the regulations issued pursuant the continues to be used for the same or similar purpowas extended or for so long as the Grantee owns it	n of the structures referred to here- a state of good repair and efficiency ts use to Grantors' premises. This rant shall constitute a covenant ee, its successors, and assigns. The above described lands and that said iens except the following: improved through Federal financial sions of Title VI of the Civil Rights ereto for so long as the easement se for which financial assistance
IN WITNESS WHEREOF the said Grantors have exe	cuted this instrument this 8th
ACKNOWLEDGMENT	A Ray Tirb A HENRY RAY FRITZ and Tit, 8 LEONA FRITZ
STATE OF TEXAS COUNTY OF Williamson	
BEFORE ME, the undersigned, a Notary Public is this day personally appeared Henry Ray Fritz as known to me to be the person(s) whose name(s) is (instrument, and acknowledged to me that he (she) (poses and consideration therein expressed.	nd Leona Fritz are) subscribed to the foregoing they) executed the same for the pur-
of December , 1988 .	HE 8th day
(Seal) La	Verne Rohlack Notary Public in and for
	notary rubite in and ior

LAVERNE ROHLACK OFFICIAL RECORDS

Williamson

____County, Texas

TY T

VOL 1 / DOPAGE JUD

Return To:

VERNON PFLUGER Attorney At Law 103 12TH STREET, SUITE 205 PFLUGERVILLE, TEXAS /8060

5. no parce

FILED FOR RECORD

1989 APR -3 AM 10: 41

James & Despitator

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

> APR 4 1989

COUNTY CLERK **WILLIAMSON COUNTY, TEXAS** Form FmHA-Tx 442-9 (Rev. 7-85)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT

(General Type Easement)
KNOW ALL MEN BY THESE PRESENTS, that Jonathan E Javon K. fritz, (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Many Je Water Sund of the property (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across 149.15 acres of land, more particularly described in instrument recorded in Vol. 830, Page 705, Deed Records, County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.
The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to here in and the Grantee will maintain such easement in a state of good repair and efficienc so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Right Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer. IN WITNESS WHEREOF the said Grantors have executed this instrument this day of December, 19 88.
STATE OF TEXAS/ COUNTY OF Williamson
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared <u>Mathan and Sharry Juty</u> known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.
of December My HAND AND SEAL OF OFFICE THIS THE DEVENTA day (Seal) (Seal)

WILLIAMSON COUNTY TEXAS

my term expires 4-22-89

Sin B. S.

Return To:

VERNON PFLUGER
Attorney At Law **103 12TH STREET, SUITE 205**

PFLUGERVILLE, TEXAS 78660

FILED FOR REGORD

1989 APR -3 AM 10: 41

James & Beefelston

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this Instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County. Texas, as stamped hereon by me, on

> 4 1989 **APR**

WILLIAMSON COUNTY, TEXAS

9846

Form FmHA-Tx-442-9 (Rev 4-77)

UNITED STATES DEPARTMENT OF AGRICULTURE Farmers Home Administration

RIGHT OF WAY EASEMENT (General Type Easement)
1 , 0 7 0 / 1/4
KNOW ALL MEN BY THESE PRESENTS, that Jony () muchalit, a single man
(hereinafter called "Grantor"), in consideration of one dollar (\$1.00) and other good and valuable con-
sideration paid by Manuello Wales Supply Cour, (hereinafter called
"Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain,
sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right
to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and
remove a Water Pipeline over and across
County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose
for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in
width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except
that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15'
in width the center line thereof being the pipeline as installed
The consideration recited herein shall constitute payment in full for all damages sustained by Grantors
by reason of the installation of the structures referred to herein and the Grantee will maintain such ease-
ment in a state of good repair and efficiency so that no unreasonable damages will result from its use to
Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant
running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant
that they are the owners of the above described lands and that said lands are free and clear of all encum-
brances and liens except the following:
The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant therto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.
IN WITNESS WHEREOF the said Grantors have executed this instrument this 25th day of
June , 19 82 . Tony 0. MICHALIK
ACKNOWLEDGEMENT
STATE OF Texas () COUNTY OF Williamson ()
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared
sonally appeared Known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she)
(they) executed the same for the purposes and consideration therein expressed
Section 1
GIVEN UNDER MY HAND LANOF OFFICE THIS THE 25th DAY OF June
19_82
PORTON Katt (1) Sola IV
BIN I I Want of Conjunction
Notary Public In and For

Williamson

KATY W. SAFARIK

___County, Texas

THE STATE County of	E OF TEXAS Williamson	,	I, James N. Boyds	ston, Clerk of th	ne County Court	of said Coun	nty, do hereby cer-
tify that the f	oregoing instr	ument in w	vriting, with its cer	rtificate of auth	entication, was f	filed for reco	rd in my office on
the 27th	day of_	June	A.D. 19 <u>83</u>	, at 9:45	o'clock	A.M, and	duly recorded this
the 28th	day of_	June	A.D. 19 <u>83</u>	, at 2:25	o'clock	P . M., in th	ne
, ,			al of the County C		County, in Vol ounty, at office in		
By Jon	nes S	S.	rydston Deputy	<i>,</i>	JAMES N. B County Court	•	CLERK, County, Texas

FILED FOR RECORD

ATTORNEY AT LAW
1809 SUADSTON
AUSTIN, TEXAS 78791

FILED FOR RECORD

ATTORNEY AT LAW
1809 SUADALUPE STREET
AUSTIN, TEXAS 78791

9846 M

}

Form FmHA-Tx-442-9 (Rev 4-77)

UNITED STATES DEPARTMENT OF AGRICULTURE 9841 **Farmers Home Administration**

Notary Public In and For

County, Texas

KATY W. SAFARIK

THE STATE OF TEXAS County of Williamson I, James N. Boydston, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication, was filed for record in my office on day of June A.D. 19 83, at 9:45 27th _ o'clock A. M., and duly recorded this _ day of ______ A.D. 19_83 , at ____ 2:00 o'clock P · M., in the 28th Records of said County, in Vol. 925 Deed WITNESS MY HAND and seal of the County Court of said County, at office in Georgetown, Texas, the date last above written. JAMES N. BOYDSTON, CLERK, County Court, Williamson County, Texas

VERNON M. PFLUGER
ATTORNEY AT LAW
1509 GUADALUPE STREET
AUSTR, TEXAS 78701

20

"VOL 2075PAGE 267

Form FmHA-Tx 442-9 (Kmv. 7-85)

UNITED STATES DEPARTMENT OF ACRICULTURE FARMERS HOME AUMINISTRATION

33860

RIGHT OF WAY EASEMENT (General Type Easement)

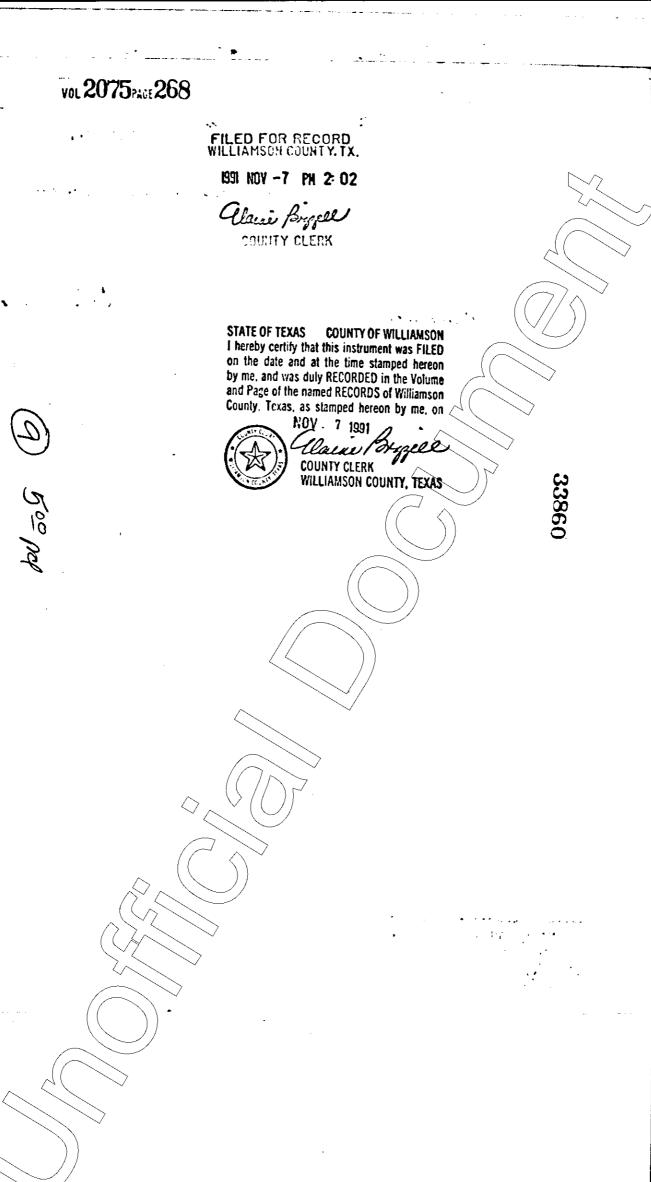
(hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by MANVille Water Supply Corp.
(hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across of land, more particularly described in instrument recorded in Val. 602 Page 34.

Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The assument hareby granted shall not exceed 15 in width, and Grantes is hereby authorized to designate the course of the assument harein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantus will maintain such susement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agrossent together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantes, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Crantes owns it, whichever is longer.

	ured dails tr' Automat 18 Toufet.
IN WITNESS WHEREOF the said Grant	ors have executed this instrument this
19 day of September	er 19 91.
	Howard E. Terchelman
•	
T CK	NOWLEDCHENT
	·
COUNTY OF Williams	<u> </u>
BCEODE NO. of	-
this day personally compared, a Nota	ary Public in and for said County and State, on
known to me to be the person(s) whose	in Chickelman
	f NA frhat frhaut ausassadate e -t
poses and consideration therein expres	sed.
CIVEN UNDER HY HAND AND SEAL OF O	FFICE THIS THE Niniteenth day
of	day
	1
(Seal)	hrur L. O'Donnell
SARRIE L. ODONNELL	Notary Public in and for
NOTARY PUBLIC	1.1.31
State of Texas Comm. Exp. 10-25-94	- Williamson County, Texas
F. Co. L. Adding Ton 19. 19. 19. 19. 19. 19. 19. 19. 19. 19.	, OFFICIAL RECORDS
	WILLIAMSON COUNTY, TEXAS
(- ())	WILLIAMS



Form FmHA-Tx 442-9 (Rav. 7-85)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT (Ceneral Type Easement)

33861

KNOW ALL MEN BY THESE PRESENTS, that ALLEN J. URBANEK & MARY ANN URBAN (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by MANVILLE WATER SUPPLY CORP. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Crantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and lay and thereatter use, operate, inspect, repair, maintain, replace, and acres of land, more particularly described in instrument recorded in Vol. 18 42, Page 237, Deed Records, WILLIAMSON County, Texas, together with the right of ingress and agress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The wasument hereby granted shall not exceed 15' in width, and Grantes is hereby authorized to designate the course of the sesement herein conveyed except that when the pipe line(b) is installed, the essement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pips line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The assement conveyed herein was obtained or improved through Faderal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuent thereto for so long as the essement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

was extended or for so lon	as the Grantee owns it, whichever is longer.
IN WITNESS WHEREOF th	said Grantors have executed this instrument this
	accom J. Wabanek
	Mary ann. Terlanak
	ACKNOWLEDGMENT
COUNTY OF WILLIAM	
known to me to be the personally	gned, a Notary Public in and for said County and State, on d ALLEN 5, URBANEK 9 MARY ANN URBANE on (s) whose name(s) is (are) subscribed to the foregoing of the to me that he (she) (they) executed the same for the purerein expressed.
OF SEPT.	D SEAL OF OFFICE THIS THE 25th day
LAVERNE ROHLACK	La Verne Roblich Notary Public in and for
Notary Public, State of Texas My Commission Expires DEC 9, 1993	W ILLI'A MISON County, Texas

, OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

FILED FOR RECORD WILLIAMSON COUNTY, TX.

1991 NOV -7 PM 2: 02

Classic Brygell COUNTY CLERK

STATE OF TEXAS COUNTY OF WILLIAMSON I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED in the Volume and Page of the named RECORDS of Williamson County Texas, as stamped hereon by me, on

MBV 1 7 1991

COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

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Attachment F

Wilco - U-80A - Joint Use Agreement

NOT APPLICABLE