

EXHIBIT

"A"

UTILITY RELOCATION AGREEMENT FOR THE RELOCATION OF WATER SYSTEM IMPROVEMENTS AT GATTIS SCHOOL SEGMENT 6

THIS UTILITY RELOCATION AGREEMENT FOR THE RELOCATION OF WATER SYSTEM IMPROVEMENTS AT GATTIS SCHOOL SEGMENT 6 ("Agreement") is entered into by and between Manville Water Supply Corporation ("Manville") and the City of Round Rock, Texas, a Texas home rule municipality ("Round Rock"). In this Agreement, Manville and Round Rock are sometimes individually referred to as "a Party" and collectively referred to as "the Parties".

WHEREAS, Round Rock is and has been in the process of constructing improvements to Gattis School Road, Segment 6 (the "Road Project"); and

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

WHEREAS, the parties have determined that, because of the Road Project, the relocation of Manville water lines are necessary (the "Relocation Project"); and

WHEREAS, plans and specifications for the relocation of the Manville water lines affected by the Road Project are attached hereto as Exhibit "A" (the "Plans"); and

WHEREAS, this Agreement sets forth the terms and conditions pursuant to which Round Rock shall relocate the Manville's water system improvements in certain segments of the Road 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 relocation and construction of Manville waterline improvements (the Relocation Project) caused by Round Rock's construction of the Road Project.

1.02 Round Rock Relocation of Waterlines. Round Rock will, at its own expense, pay all costs related to the relocation of the Manville water lines in accordance with the Plans. As stated below, Round Rock will reimburse the Manville for all costs related to the design of the Plans.

1.03 Round Rock to Obtain Easements Round Rock agrees to acquire at its own expense all necessary easements required by the Manville for the Relocation Project as shown in the Plans. This Agreement specifically allows Round Rock's right-of-way attorneys to acquire easements by eminent domain, if necessary, on behalf of the Manville. The form of the easement shall be approved by the Manville prior to acquisition.

1.04 Manville Obligations. Manville shall be responsible for the design of the Plans, including specifications. Manville will submit invoices for design costs to Round Rock, and Round Rock shall reimburse the Manville for those costs. After acceptance of the waterline relocations, the Manville will own and maintain said waterlines at its sole cost and expense.

1.05 Continuation of Service. Round Rock agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of Manville and will not result in the permanent loss of water service to any such customers.

II. CONSTRUCTION OF RELOCATION PROJECT

2.01 General. The Parties mutually acknowledge and agree that Manville shall construct the Relocation Project. Round Rock agrees that it is responsible for one hundred percent (100%) of the costs of the Relocation Project.

2.02 Payment and Maintenance. Round Rock's payment for the Construction Costs will be due and owing thirty (30) days after the Manville has accepted the completed Relocation Project. After acceptance, the Manville shall own and maintain the facilities included within the Relocation Project.

III. DISPUTES

3.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that either Party believes that the other Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

3.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 3.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure

conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies 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 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.

4.02 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues available to the Party for such purpose.

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

4.04 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 Project shown in the Project Plans.

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

4.06 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson Round Rock, Texas.

4.07 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:

MANVILLE:

Manville Water Supply Corporation
PO Box 248
Coupland, TX 78615
Telephone: (512) 856-2488

ROUND ROCK:

City of Round Rock
221 East Main Street
Round Rock, TX 78664
Attn: Laurie Hadley, City Manager
Telephone: (512) 218-5401

With copy to:

Stephanie L. Sandre, City Attorney
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, Texas 78664

4.08 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.

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

[Signatures on the following pages.]

MANVILLE WATER SUPPLY CORPORATION:

By: Tony Graf

Printed Name: Tony Graf

Title: General Manager

Date: 8-22-2023

CITY OF ROUND ROCK:

By: _____
Craig Morgan, Mayor

Date: _____

ATTEST:

Meagan Spinks, City Clerk

Approved as to Form:

Stephanie L. Sandre, City Attorney

Exhibit "A"

