

ORDER NO. 24-0111-06

ORDER APPROVING INTERLOCAL AGREEMENT Regarding Relocation of Water System Improvements (Wyoming Springs Drive Utility Relocation Project)

WHEREAS, Brushy Creek Municipal Utility District (the "<u>District</u>") is a municipal utility district created and operating under the authority of Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, Section 49.213(b) of the Texas Water Code authorizes a district to enter into contracts with any person or any public or private entity in the performance of any purpose or function permitted by a district.

WHEREAS, the Board of Directors of the District desires for the District to enter into the Regarding Relocation of Water System Improvements (Wyoming Springs Drive Utility Relocation Project); and

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT, THAT:

SECTION 1. The facts and recitations in the preamble of this Order are hereby found and declared to be true and correct, and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

<u>SECTION 2.</u> The Board of Directors hereby approves the contract attached hereto, and further authorizes the execution thereof by the President, Vice-President or General Manager of the District.

<u>SECTION 3.</u> Upon adoption, a copy of this Order shall be retained in the District's records and retained in accordance with the District's record retention policies.

ORDERED this 11 day of January, 2024

BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

President

ATTEST:

INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS (Wyoming Springs Drive Utility Relocation Project)

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

THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS ("<u>Agreement</u>") is entered into between **Brushy Creek Municipal Utility District**, a conservation and reclamation district of the State of Texas (the "<u>District</u>") and the **City of Round Rock**, a home rule municipality (the "<u>City</u>"). In this Agreement, the District and the City are sometimes individually referred to as a "*Party*" and collectively referred to as the "*Parties*".

WHEREAS, the City is in the process of extending Wyoming Springs Drive from Creek Bend Boulevard to Sam Bass Road in Williamson County (the "*Wyoming Springs Project*"); and

WHEREAS, the City's Wyoming Springs Project necessitates relocation of certain existing raw waterline improvements owned and operated by the District located in the public right-of-way for Sam Bass Road; and

WHEREAS, the District has completed a route analysis and desires to relocate its facilities into an existing Public Utility Easement located parallel and adjacent to the south side of the existing right-of-way for Sam Bass Road dedicated by subdivision plat recorded as Document No. 1992008481 in the Official Public Records of Williamson County, Texas, a copy of which is attached hereto as <a href="Exhibit "A" (the "PUE"); and

WHEREAS, the Parties find it beneficial to include the District's Waterline Improvements (as defined herein) as a separate alternate bid item as part of the City's Wyoming Springs Road Extension Project and for the City to construct the improvements as part of the Wyoming Springs Project upon approval of the alternate bid by the District and provided the District pays all costs and expenses associated therewith; and

WHEREAS, this Agreement sets forth the contractual agreements of the Parties relating to relocation of the District's raw water line improvements necessitated by the Wyoming Springs 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. DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding Relocation of Water System Improvements.

- **1.02** "Bid Documents" means the plans and specifications, together with all contract documents and bid instructions, relating to construction of the Project or components thereof.
- 1.03 "District Engineering Work" means all professional engineering and consulting services relating to the District Waterline Improvements including preparation of plans and specifications therefor, and acquisition of any permits or regulatory approvals required for such improvements.
- **1.04** "District Waterline Improvements" means the new water transmission line improvements, together with related facilities, equipment and appurtenances to be constructed within the PUE, generally described in the drawings attached hereto as **Exhibit "B"**.
- **1.05** "Effective Date" means the last date of execution of this Agreement by the Parties; provided both of the Parties must execute this Agreement for it to be effective.
- **1.06** "Existing District Waterline Improvements" means all existing raw water transmission line improvements, and all related facilities, equipment and appurtenances owned and operated by the District and located within the Project Area that will be abandoned in place in accordance with the terms and conditions of this Agreement and as generally shown in **Exhibit "B"**.
- 1.07 "Force Majeure" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any governmental entity (other than one of the Parties) or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, supply chain delays, market wide shortages or unavailability of construction materials and/or products, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions that are not within the control of a Party.
- 1.08 "Party" or "Parties" means the District and/or the City, individually or collectively, as applicable.
- **1.09** "Project" means, collectively, the Roadway Improvements and the District Waterline Improvements.
- **1.10** "Project Area" means the area in which the Project will be undertaken. The Project Area is more particularly identified by the engineering stations shown or referenced in **Exhibit "B"** attached hereto.
- 1.11 "Project Contractor" means the contractor(s) that enter into a contract with the City for construction of the Roadway Improvements and District Waterline Improvements.
- 1.12 "PUE" means the Public Utility Easement shown on **Exhibit "A."**
- **1.13** "Roadway Improvements" means the acquisition of additional right-of-way and construction of the roadway improvements to be undertaken by the City within the Project Area.

II. STATEMENT OF INTENT

2.01 General. The purpose of this Agreement is to provide for the District to abandon the Existing District Waterline Improvements in the Project Area but not elsewhere; to provide for the design of the District Waterline Improvements at the District's sole cost and expense; to provide for the City to include the District Waterline Improvements as an alternate bid item in connection with construction of the Roadway Improvements; to provide for the construction of the District Waterline Improvements by the City

at the District's sole cost and expense subject to approval of the alternate bid by the District; and to provide for the District to construct the District Waterline Improvements in the event the District does not approve the alternate bid; all so that the City may proceed with the Roadway Improvements as promptly as practicable.

III. PROJECT COMMITTEE

3.01 Composition of Project Committee. There is hereby created a Project Committee to be composed of not less than one representative appointed by each Party. The following persons are hereby designated as the initial members of the Project Committee: the General Manager and District Engineer on behalf of the District, and the City of Round Rock Senior Engineer on behalf of the City. Each such representative may appoint additional representatives on behalf of its Party. Each representative of a Party shall serve at the will of the governing body that the person represents. Upon the death, resignation, or revocation of the power of such representative, the governing body of the appropriate Party shall promptly appoint a new representative (or alternate representative) to the Project Committee, and shall immediately notify the other Party of such appointment.

3.02 Responsibility of Project Committee.

- (a) The Project Committee shall represent the individual and collective interests of the Parties with respect to the following matters:
 - (i) The review and approval of the Bid Documents, as they relate to the District Waterline Improvements.
- (b) In the event the District approves the inclusion of the District Waterline Improvements as part of the Project based on the alternate bid, the Project Committee shall further represent the individual and collective interests of the Parties with respect to the following matters:
 - (i) The periodic review of the status of construction of the District Waterline Improvements;
 - (ii) The review and approval of change orders relating to the construction of the District Waterline Improvements;
 - (iii) The review and approval of invoices for payment related to the District Waterline Improvements;
 - (iv) The confirmation of final completion of construction of the District Waterline Improvements; and
 - (v) Any other pertinent matters relating to the construction or operation of the District Waterline Improvements, or the Project to the extent any such matters impact the District Waterline Improvements.

The Project Committee shall meet as needed to review the matters over which it has authority. The Project Committee shall be diligent, prompt, and timely in reviewing and acting on matters submitted to it.

DESIGN OF PROJECT AND APPROVALS

4.01 Design of District Waterline Improvements.

- (a) Promptly after execution of this Agreement by the Parties, the District will promptly authorize its engineering consultants to commence the District Engineering Work. Subject to Force Majeure, the District shall complete the District Engineering Work no later than 30 days after the execution of this Agreement by both Parties.
- (b) Upon completion of the initial plans and specifications for the District Waterline Improvements, the District shall provide a copy thereof to the Project Committee for review and comment. Upon final approval of the plans and specifications for the District Waterline Improvements, the City shall incorporate the plans and specifications into the Bid Documents for the Project as an alternate bid item.
- **4.02 Design of Roadway Improvements.** The City shall be solely responsible for all engineering services relating to the Roadway Improvements.

4.03 Cost of Design.

- (a) The District will pay all costs and expenses associated with the District Engineering Work.
- (b) The City shall pay all costs and expenses associated with the design of the Roadway Improvements.
- **4.04 Work Product.** Upon receipt of a request from the City, the District agrees to promptly make available to the City a copy of any work product produced by its engineering consultants in connection with the District Engineering Work.
- **4.05 Permits and Approvals.** The City shall be responsible for securing any and all regulatory approvals required for the Roadway Improvements and any City related approvals for the District Waterline Improvements. The District shall be responsible for securing any and all non-City regulatory approvals required for the District Waterline Improvements.

V. EASEMENT MATTERS

5.01 PUE. The City acknowledges that the District Waterline Improvements shall be constructed within the PUE and consents thereto for all purposes.

VI. BIDDING AND CONSTRUCTION OF PROJECT

6.01 Bid Documents for District Waterline Improvements.

- (a) <u>Bid Process</u>. All construction contracts for the Project will be competitively bid and awarded by the City in the manner provided by State laws for construction contracts by cities.
- (b) <u>Alternate Bid</u>. The District Waterline Improvements shall be included as an alternate bid item in the Bid Documents.
- (c) The Bid Documents utilized by the City for the Project shall meet the following:

- (i) The District Waterline Improvements shall be included as an alternate bid item in the Bid Documents.
- (ii) The plans and specifications for the District Waterline Improvements within the Bid Documents shall be in the forms prepared by the District;
- (iii) The Bid Documents shall include a warranty period of two years for the District Waterline Improvements;
- (iv) The Bid Documents shall require that the Existing District Waterline Improvements remain operational at all times until the District Waterline Improvements are completed, operational, and accepted by the District;
- (v) The District shall be named as an additional insured on the contractor's insurance policies; and
- (d) The City agrees that it shall not amend any aspect of the Bid Documents as it relates to the District Waterline Improvements without the District's prior written approval.
- (e) The District agrees that it shall not have any right of approval with respect to the design and construction of the Roadway Improvements, and the City agrees that the District shall not have any duty, obligation or responsibility with respect to the design or construction of the Roadway Improvements.

6.02 Bid Award.

- (a) A copy of all received bids, bid tabulations, and related information for the construction of the Project, including the alternate bid amount for the District Waterline Improvements, will be submitted to the Project Committee for review and consideration within three calendar days after opening the bids.
- (b) Prior to award of a contract for the Project, the City shall provide to the District written notice of the Project Contractor to whom the City proposes to award the contract for construction of the Project.
- (c) If the alternate bid amount for the District Water Improvements is no more than 120% of the District's Design engineer's 100% design submittal estimate, then the District agrees to accept the award of the contract to the Project Contractor identified in the City's notice to the District. If the alternate bid amount is more than 120% of the engineer's estimate, then within fourteen (14) days after receipt of written notice of the apparent successful bidder from the City, the District shall notify the City as to whether it approves inclusion of the District Waterline Improvements in the contract to be awarded to the Project Contractor. If either the alternate bid is no more than 120% of the engineer's estimate, or if the District approves the inclusion of the District Waterline Improvements in the Project, the City shall approve the inclusion of the alternate bid item in the final contract awarded to the Project Contractor and shall construct the District Waterline Improvements in accordance with the terms of this Agreement.
- **6.03** Construction of District Waterline Improvements by District. If the alternate bid amount is more than 120% of the District's Design engineer's 100% design submittal estimate and the District does not approve inclusion of the District Waterline Improvements in the Project as bid by the City, the City shall not include the alternate bid item in the contract awarded to the Project Contractor and shall be released of any obligation to construct the District Waterline Improvements. In such event, the District shall proceed with the solicitation of bids, award of a contract, and completion of construction of the District Waterline Improvements on or before one year after the bid opening of the Project, subject to Force Majeure.

6.04 Construction of Project by City.

- (a) <u>General</u>. The provisions of Sections 6.04 through 6.09 of this Agreement shall be applicable only if the City constructs the District Waterline Improvements as part of the Project, as set forth above.
- (b) <u>Roadway Improvements and District Waterline Improvements</u>. The City shall be responsible for constructing, or causing to be constructed, the Roadway Improvements and the District Waterline Improvements. In connection with the construction of the District Waterline Improvements, the City agrees to use good faith and reasonable efforts to ensure that the Project Contractor completes construction of the District Waterline Improvements in accordance with the plans and specifications and other requirements set forth in the Bid Documents.
- (c) <u>Traffic Control Plans</u>. The City shall be responsible development and implementation of all traffic control plans associated with construction of the Road Improvements and the District Waterline Improvements.

(d) Inspection.

- (i) The District may retain an on-call construction inspector to inspect the District Waterline Improvements. All costs incurred by the District in connection therewith shall qualify as District Engineering Work to be funded by the District. The District shall notify the Project Committee of any construction defects found by the inspector relating to the District Waterline Improvements coming to its attention as soon as practicable and in no event later than five calendar days (excluding official holidays) after obtaining knowledge of the defect.
- (ii) The District may elect to have its employees or staff inspect or observe construction of the District Waterline Improvements from time to time.
- (iii) The District's representatives shall have a reasonable right to access and inspect the District Waterline Improvements as construction progresses, and the City shall not interfere with such access or inspection by the District or its designated representative(s).

(e) <u>Change Orders</u>.

- (i) During construction, any change orders related to the District Waterline Improvements will be subject to review and approval by the District. The District will review any change orders and either approve the change order or provide written comments specifically identifying the changes required within 10 working days of submittal.
- (ii) During construction, any change orders related to the Roadway Improvements or impacting the costs thereof (and which do not relate to the District Waterline Improvements) will be made in the City's sole discretion.
- (f) <u>Insurance</u>. The City shall require that all workers involved with the installation and construction of the Project are covered by workers' compensation insurance as required by the laws of the State of Texas. The City shall also require that the contractors procure and maintain comprehensive general liability insurance insuring against the risk of bodily injury, property damage, and personal injury liability occurring from, or arising out of, construction of the Project, with such insurance in the amount of a combined single limit of liability of at least \$2,000,000 and a general aggregate limit of at least \$5,000,000. Such insurance coverage shall be maintained in force at least until the completion, inspection and acceptance of the Project. The District shall be named as an additional insured on all such insurance coverages.

6.05 Payment of Costs. All construction contracts and other agreements relating to the construction of the District Waterline Improvements and Roadway Improvements will contain provisions to the effect that the Project Contractor will look solely to the City for payment of all sums coming due thereunder. The City shall advance and pay the cost of construction of the District Waterline Improvements, subject to its right to reimbursement from the District in accordance with the terms of this Agreement.

6.06 Acceptance.

- (a) Upon completion of construction of the Project, the City shall obtain the approval of the District for the District Waterline Improvements prior to acceptance and final payment of retainage to the Project Contractor.
- (b) Within 60 days after substantial completion of construction of the Project, the City will cause the Project engineers to provide to the District a copy of the final "record" drawings of the completed Project in an electronic format.
- (c) **Payment of Costs**. The Parties acknowledge that the Project Contractor will submit periodic pay applications to the City for work completed. The Project Contractor will be responsible for preparing the pay applications so that the cost of the District Waterline Improvements is calculated separate from the cost of the Roadway Improvements. As soon as a pay application is received from the Project Contractor, the City shall immediately forward a copy of same to the District. The District shall review the pay application and submit payment to the City, after concurrence that the pay application is correct, for the costs of the District Waterline Improvements within 30 calendar days of receiving the pay application.
- **6.07 Warranties.** The City agrees to cause the Project Contractor to issue a separate warranty or maintenance bond to the District for the District Waterline Improvements. The warranty issued to the District shall require the Project Contractor to repair all defects in materials, equipment or workmanship relating to the District Waterline Improvements appearing within the warranty period set forth in the Bid Documents. The Project Contractor shall issue a separate warranty to the City for the Roadway Improvements.
- **6.08** Continuation of Service. The City agrees that the Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.
- **6.09** Existing District Waterline Improvements. The City and District agree that a portion of the Existing District Waterline Improvements shall be abandoned in place, and a portion of the of the Existing District Waterline Improvements shall be removed and disposed of at the sole cost of the District. The respective portions of the Existing District Waterline Improvements to be either (i) abandoned in place or (ii) removed and disposed of are depicted in **Exhibit "B"**.

VII. CONVEYANCE OF ASSETS AND REAL PROPERTY

7.01 Conveyance. Upon final acceptance of District Waterline Improvements by the City after District approval, the District Waterline Improvements shall be deemed owned by the District without necessity of a separate conveyance instrument. Notwithstanding the foregoing, the City agrees to promptly execute any instruments of conveyance for the District Waterline Improvements as may be requested by the District from time to time.

- **7.02 Risks Pending Conveyance**. The City agrees that, until conveyance, it will maintain, or cause to be maintained, insurance in such amounts as are reasonable and prudent on the District Waterline Improvements. If any part, whether substantial or minor, of the District Waterline Improvements are destroyed or rendered useless by fire, flood, wind, or other casualty after completion but prior to conveyance to the District, the City will make repairs and replacements to restore the District Waterline Improvements to their prior condition.
- **7.03 Ownership Interests**. After conveyance, the District shall hold an 100% undivided ownership interest in the District Waterline Improvements. The City shall own an 100% undivided ownership interest in the Roadway Improvements.

VIII. DISPUTES

8.01 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 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.
- **8.02** 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 8.01 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, including reasonable attorney's fees, 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.
- **8.03** 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.

IX. GENERAL PROVISIONS

- **9.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.
- **9.02** 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.
- **9.03** Assignment. Except as otherwise provided herein, the assignment of this Agreement by any Party is prohibited without the prior written consent of the other Party. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.
- **9.04** Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.
- **9.05** Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- **9.06** 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.
- **9.07 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.
- **9.08 Applicable Law; Venue.** This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson City, Texas.
- **9.09** 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 telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

DISTRICT: Brushy Creek Municipal Utility District

16318 Great Oaks Drive Round Rock, Texas 78681 Attn: General Manager Telephone: (512) 255-7871

CITY: City of Round Rock

221 E. Main Street Round Rock, TX 78664 Attn: City Manager Telephone:512-218-5430

9.10 Exhibits. The following exhibits are attached to this Agreement and incorporated herein by reference:

Exhibit A - Plat Depicting PUE

Exhibit B - Description of District Waterline Improvements, Existing District Improvements and Project Area

- **9.11** 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.
- **9.12 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

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BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT:

By By Kim Filiatrault

Title: Board Vice President

Date: January 11, 2024

ATTEST:	CITY OF ROUND ROCK:	
	By:	
Meghan Spinks, City Clerk	Craig Morgan, Mayor	
	Date:	

EXHIBIT "A"

PLAT WITH PUBLIC UTILTIY EASEMENT AREA

CAB.K SLIDE 63 8481 BEAR CREEK PLACE **FILED FOR RECORD** CITY OF ROUND ROCK MAR 25 1992 WILLIAMSON COUNTY, TEXAS Claux Biggle

METY CLERK, WILLIAMSON CO. TEX. IO' ROAD. WINENING ESM'T. COUNTY ROAD 175 TONKAWA SPRINGS VICINITY MAP (CAB. C SLIDES 316-318) NOT TO SCALE (SAM BASS ROAD , OVERFLOW EASEMENT 1.36 AC. (VOL. 795 PG. 45) (5.100 AC.) 0 SCALE : I" = 100' Z LEGEND: 1.35 AC. (VOL. 668 PG. 832) FOUND CONCRETE MONUMENT FOUND 1/2" IRON ROD (OR AS SHOWN) APPROX & BEAVER CREEK (HONEY BEAR CREEK) SET 1/2" IRON ROD FOUND 60d NAIL STATE OF TEXAS BUILDING SET-BACK LINE KNOW ALL MEN BY THESE PRESENTS POINT OF BEGINNING FOR P.U.E. COUNTY OF WILLIAMSON PUBLIC UTILITY EASEMENT FIELD NOTE DESCRIPTION I, Michael G. Boyle, do hereby certify that the information contained on this plat complies with the subdivision ordinances and the stormwater drainage policy adopted by the city of Round OWNER: TERRY A. WILLIAMS Registered Professional Engineer No. 70288 3202 FREEMONT DRIVE ROUND ROCK, TEXAS 78681 9 ACREAGE: 19.550 NO. OF BLOCKS: 1 \mathcal{C} NO. OF LOTS: THE STATE OF TEXAS DATE: 2/24/92 KNOW ALL MEN BY THESE PRESENTS COUNTY OF WILLIAMSON SURVEYS: William Dugan Survey A-190 David Curry Survey A-130 That I, Henry A. Dufeau do hereby certify that I prepared this \circ plat from an actual and accurate on-the-ground survey of the land LINEAR FEET OF NEW STREETS: 0 and the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision SURVEYOR: MESA Surveying, Inc. Regulations of the City of Round Rock, Texas. 3103 Bee Cave Road, Suite 202 Austin, TX 78746 (512) 327-4324 0 ENGINEER: Cunningham, Coneway & Allen, Inc. Henry A. Dufeau Registered Professional Land 3103 Bee Cave Road, Suite 202 S Austin, TX 78746 Surveyor No. 1707 2-24-92 ω, EASEMENT NOTE: \$ 50' LONE STAR GAS EASEMENT (VOL 562 PG 529) (VOL 427 PG 229) s 87°26'44" THE 20' WATERLINE AND WASTEWATER EASEMENTS AND LIFT STATION SITE 93.33' SHOWN WERE SET OUT IN JUDGEMENT IN CONDEMNATION PROCEEDING IN THE BENCHMARK: RR Spike in 36" Sycamore tree, 60' east of dam in 277TH DISTRICT COURT OF WILLIAMSON COUNTY, TEXAS IN CAUSE NOS. creek. BM elevation= 748.95, based on City of FENCE 86-625-C AND 86-715-C STYLED FERN BLUFF MUNICIPAL UTILITY Round Rock BM B-4 (Elev. 783.361) as established DISTRICT VS. KILLEEN SAVINGS & LOAN ASSOCIATION, ET AL FILED by Williams-Stackhouse, Inc. and described as follows: DECEMBER 12, 1986. A bronze disc, 3" diameter, set in a concrete monument opposite a fence post on the south side of the road to 74.00'53"E Tonkawa Springs subdivision, towards the east end of The minimum finished floor elevation shall be at least 1'0" above the first curve west of the bridge over the railroad. the 100 year flood plain. The minimum finished floor elevation for Lot 1 is 757 and Lot 2 is 756 100 YEAR FLOOD PLAIN FLOODPLAIN NOTE: Lot 1 is within the 100 year flood plain boundary as shown on the flood insurance rate map Community The 100 year flood plain for the fully developed condition is Panel Number 48491C0330 C , effective September contained within the drainage easements as shown on this plat. 27, 1991. The 100 year flood plain is contained No obstruction shall be allowed in drainage easements. within the drainage easements shown as determined by the flood insurance study by FEMA for Williamson County for Brushy Creek and a drainage report by No structure in this subdivision shall be occupied until it is connected to a potable water supply system of the City of Round Stephen K. Collins, PE (March 1988) for Dry Creek Roc, or another source acceptable to the Williamson county Health (also known as Beaver Creek, Honey Bear Creek and Department. Bear Creek.) (VOL. 2107 PG. 154) No structure in this subdivision shall be occupied until it is connected to the wastewater collection system acceptable to the UNPLATTED Williamson County Health Department. (9.822 AC.) Building setback lines shall be in conformance with City of Round Rock Zoning Ordinance requirements. APPROX C BRUSHY CREEK 80.81') 132.70') N 86°27'49"W : TERRY WILLIAMS N 89°32'54"W DATE : FEBRUARY 14, 1992 N 83.20.20.M COUNTY ROAD 174 OFFICE 3103 Bee Cave Road, Suite 202, Austin, Tx. 78746 (BRUSHY CREEK ROAD) CREW GONZALEZ (512) 327-4324 : 446 PLAT NO. : M455-01-01 SHEET DISC : 86

7.7 Wyoming Springs ILA CORR Order 24-0111-06

BEAR CREEK PLACE

CITY OF ROUND ROCK

WILLIAMSON COUNTY, TEXAS

DESCRIPTION

OF A 19.550 ACRE TRACT OF LAND OUT OF THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, ALSO BEING OUT OF A 29.372 ACRE TRACT DESCRIBED IN VOLUME 2107, PAGE 154, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 19.550 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ½" iron rod found at a fence corner on the common line between said Dugan and Curry Surveys and northwest corner of a 4.05 acre tract described in Volume 668, Page 657, Williamson County Deed Records:

THENCE S18'45'36"E 304.60 feet with a fence along said common survey line and westerly line of said 4.05 acre tract to a ½" iron rod set at an angle point;

THENCE S19'05'03"E 343.29 feet with a fence along said common survey line and westerly line of said 4.05 acre tract to a ½" iron rod found at the northeasterly corner of a 5,381 square feet parcel acquired by Fern Bluff Municipal Utility District by judgement under the 277th District Court of Williamson County, Texas in Cause No. 87-625-C and 87-715-C filed December 12, 1986;

THENCE the following four (4) consecutive courses along the perimeter of said 5,381 square foot parcel:

- 1) S87°26'44"W 93.33 feet to a }" iron rod set;
- 2) S17'37'04"E 47.48 feet to a }" iron rod set:
- 3) S74'00'53"E 60.05 feet to a chain link fence post;
- 4) N71'22'34"E 41.23 feet to a ½" iron rod found on the westerly line of a 4.91 acre tract described in Volume 637, Page 805, Williamson County Deed Records;

THENCE S18'53'18"E 134.22 feet with a fence along said common survey line and westerly line of said 4.91 acre tract, to a $\frac{1}{2}$ " iron rod found at an angle point;

THENCE S18'14'28"E 140.47 feet with a fence along said common survey line and westerly line of said 4.91 acre tract, to a $\frac{1}{2}$ " iron rod found at an angle point;

THENCE S32'09'19"E departing the fence line 49.86 feet to a 3/4" iron rod found at an angle point;

THENCE S21°22'30"E crossing the fence line at 42.4 feet, a total distance of 186.20 feet to a ½" iron rod found on the northerly right-of-way line of County Road 174 (Brushy Creek Road); at the southwesterly corner of said 4.91 acre tract for the southeasterly corner of this tract;

THENCE the following three (3) courses along the northerly right-of-way line of County Road 174:

- 1) N83°50'50"W 71.29 feet to a ½" iron rod found;
- 2) N86°27'49"W 132.70 feet to a ½" iron rod found;
- 3) N89°32'54"W 80.81 feet to a $\frac{1}{2}$ " iron rod set;

THENCE N17'34'49"W 331.18 feet to a 5/8" iron rod found at the southeasterly corner of Tonkawa Village, a subdivision recorded in Cabinet C, Slides 319 to 321, Plat Records of Williamson County, Texas;

THENCE the following five (5) courses along the easterly line of said Tonkawa Village and Tonkawa Springs, a subdivision recorded in Cabinet C, Slides 316 to 318, Plat Records of Williamson County,

- 1) N17°34'49"W 881.87 feet to a ½" iron rod found;
- 2) N17°30'30"W passing the common corner of Tonkawa Village and Tonkawa Springs at 524.86 feet, a total distance of 584.60 feet to a \{ \}" iron rod found;
- 3) N64°40'48"W 36.00 feet to a 60d nail found;
- 4) N57'42'07"W 24.15 feet to a 3/8" iron rod found
- 5) N06'28'26"W 261.61 feet to a 3/4" iron rod found on the southerly right-of-way line of County Road 175 at the northeast corner of said Tonkawa Springs;

THENCE the following fourteen (14) consecutive courses along said southerly right-of-way line of County Road 175 (Sam Bass Road):

- 1) S77'52'07"E 16.11 feet to a ** iron rod set;
- 2) S81'26'02"E 119.79 feet to a 2" iron rod found;
- 3) S76'33'55"E 97.17 feet to a }" iron rod found;
- 4) S72'02'17"E 93.28 feet to a 1" iron rod found;
- 5) S59'56'09"E 58.15 feet to a concrete monument found;
- 6) S64°23'56"E 81.40 feet to a }" iron rod found;
- 7) S69'40'57"E 200.17 feet to a ½" iron rod found;
- 8) S67'32'13"E 87.88 feet to a concrete monument found;

11) S74'22'57"E 135.47 feet to a concrete monument found;

- 9) S68'25'55"E 114.43 feet to a 1" iron rod set;
- 10) S72'16'20"E 102.23 feet to a 2" fron rod found;
- 12) S76'11'59"E 67.42 feet to a }" iron rod set;
- 13) S76'25'02"E 215.70 feet to a ½" iron rod found;
- 14) S71'55'03"E 53.31 feet to a ½" iron rod found at the northernmost corner of a 1.36 acre tract described in Volume 795, Page 45, Deed Records of Williamson County, Texas for the easternmost corner of this tract;

THENCE S70.49.48"W passing a ½" iron rod found at 8.31 feet, a total distance of 303.13 feet along the common line between this tract and said 1.36 acre tract to a ½" iron rod found at an angle point on the northerly line of a 1.35 acre tract described in Volume 668, Page 832, Williamson County Deed Records;

THENCE the following two (2) courses along said common line between this tract and said 1.35 acre tract;

- 1) S60°26'04"W 335.86 feet to a 3/4" iron rod found;
- S58*48'03"W 115.19 feet to a 3/4" iron rod found in Honey Bear Creek at the northeasterly corner of the 4.05 acre tract previously referenced;

THENCE the following two (2) courses along the common line between this tract and said 4.05 acre tract;

- 1) S57°32'28"W 83.35 feet to a ½" iron rod found;
- 2) S59°02'25"W 144.61 feet to the POINT OF BEGINNING, CONTAINING 19.550 acres of land.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

THAT TERRY A. WILLIAMS, OWNER OF 29 372 ACRES OF LAND OUT OF THE WILLIAM DUGAN SURVEY, ABSTRACT NO. 190 AND THE DAVID CURRY SURVEY, ABSTRACT NO. 130, WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO HIM BY DEED RECORDED IN VOLUME 2107 PAGE 154 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; DOES HEREBY SUBDIVIDE 19.550 ACRES OF LAND OUT OF THE 29.372 ACRES IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS BEAR CREEK PLACE AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS

OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO FURTHER CERTIFY THAT THERE ARE NO LIENHOLDERS OF RECORD PERTAINING TO THIS PROPERTY. WITNESS MY HAND THIS 14TH DAY OF FIRM 1992.

TERRY A. WILLIAMS
3202 FREEMONT DRIVE
ROUND ROCK, TEXAS 78681

STATE OF TEXAS

COUNTY OF WILLIAMSON }

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TERRY WILLIAMS KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER BY HAND AND SEAL OF OFFICE THIS 24 DAY OF

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Printed Name: M. LESUE FIELDS
My Commission Expires: 4-3-94

Approved this 5th day of March, 1992, by the City Planning and Zoning Commission of the City of Round Rock, Texas and authorized to be filed for record by the County Clerk of Williamson County, Texas.

Robert R. Belanger, Secretar

PASSED AND APPROVED, on the 5th day of March

Mike Robinson, Mayor City of Round Rock, Texas

ATTEST:

Clanne Land, City Secretary
City of Round Rock, Texas

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

I, Elaine Bizzell, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certification of authentication, was filed for record in my office on the 250 day of MAR A.D., 1992, at 9:15 0'clock A.M. in the Plat Records of said County, in Cabinet K., Slides (s) 63464.

WITNESS MY HAND AND SEAL of the County Court of said County, at office in Georgetown, Texas, the date last above written.

ELAINE BIZZELL, Clerk, County Court Williamson County, Texas

By: Pat Quieie





SHEET OF 2
AGI 6.7 Wyoning Springs ILA CORE

Springs ILA CORR Order 24-0111-06

EXHIBIT "B"

DESCRIPTION OF DISTRICT WATERLINE IMPROVEMENTS, EXISTING WATERLINE IMPROVEMENTS AND PROJECT AREA







