



RELOCATION AGREEMENT BETWEEN JOHNSON COUNTY, TEXAS AND THE JOHNSON COUNTY SPECIAL UTILITY DISTRICT

This Relocation Agreement Between Johnson County, Texas and the Johnson County Special Utility District (hereinafter referred to as the "Agreement") is by and between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "County") and the Johnson County Special Utility District, a political subdivision of the State of Texas, (hereinafter referred to as "Utility") and may hereafter be referred to singularly as a "Party" or collectively as the "Parties", for County to pay costs associated with the relocation of Utility's water supply line due to a bridge replacement.

WHEREAS, County with the assistance of the Texas Department of Transportation (TXDOT) will replace and construct a replacement bridge at the creek known as King's Branch on County Road 519 located in Precinct #3 of Johnson County, Texas; and

WHEREAS, in order to construct the replacement bridge on CR 519, County and TXDOT need to acquire additional right-of-way property from the adjoining landowner; and

WHEREAS, Utility has an existing water supply line in a private easement on the adjoining property along the existing right-of-way of CR 519; and

WHEREAS, the additional right-of-way necessary for the replacement bridge on CR 519 will encroach upon the private easement of Utility's water supply line; and

WHEREAS, Utility will need to acquire a new easement from the adjoining landowner and relocate Utility's water supply line from the current easement location to the new easement location; and

WHEREAS, County and Utility have agreed that Utility will obtain an easement from the adjoining landowner and will relocate Utility's water supply line to the new easement so that Utility's water supply line will not be located in County's right-of-way; and

WHEREAS, Utility has provided "not to exceed" estimates for the costs associated with Utility obtaining a new water supply line easement and relocating its water supply line; and

WHEREAS, County has agreed to pay Utility for the costs of obtaining the new water

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supply line easement and relocating Utility's water supply line.

NOW, THEREFORE in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

I.

Utility will acquire a written easement from the adjoining landowner for the relocation of Utility's water supply line and any other documents necessary for Utility to relocate Utility's water supply line.

II.

Utility will relocate its water supply line from the current water supply line easement to a new water supply line easement that will be located outside of County's right-of-way necessary for the new bridge construction.

III.

Utility will pay all of the costs associated with the relocation of Utility's water supply line such as, but not limited to, easement costs, construction costs, and external project management costs which costs are estimated not to exceed the total amount of \$49,550.00 as indicated on Exhibit A, Part I, which is attached hereto and incorporated as if set forth verbatim. Utility will invoice County for said costs and will send invoice to County as follows:

Johnson County, Texas
Attn: J. R. (Kirk) Kirkpatrick, County Auditor
Johnson County Courthouse
2 North Main Street, #314
Cleburne, Texas 76033

IV.

County will pay each invoice received from Utility within 60 days of receipt of said invoice from Utility regarding the costs of relocating Utility's water supply line. In the event the total costs exceed the estimated amount of \$49,550.00 as indicated on Exhibit A, Part I, Utility agrees to notify County prior to expending said costs in excess of \$49,550.00 and obtain County approval, which shall not be unreasonably withheld.

V.

County, at County's own expense, will construct the fence along the property line between the new right-of-way and the adjoining landowner's property. County, at County's expense, will also construct a water gap across the creek at the location of the bridge construction in order for the landowner's cattle to travel under the bridge from one side of CR 519 to the other side of CR 519.

VI.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and exclusive venue for any proceeding shall be in state district courts in Johnson County, Texas or the federal districts courts in Dallas County, Texas.

VII.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII.

No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement and duly authorized by the governing bodies of County and Utility.

IX.

All notices (other than invoices referenced in III. above) to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to County:

Judge Roger Harmon
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, Texas 76033

If to Utility:

Terry Kelley
General Manager
Johnson County Special Utility District
2849 Hwy. 171 South
P.O. Box 509
Cleburne, Texas 76033-0509

X.

No Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the other Party. Any attempt to assign without such approval shall be void.

XI.

The Parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement.

XII.

This Agreement constitutes the sole and only agreement of the Parties hereto as related to the relocation of Utility's water supply line at the creek known as King's Branch on County Road 519 located in Precinct #3 of Johnson County, Texas and supersedes all prior understandings or written or oral agreements between the Parties regarding the subject matter of the Agreement.

XIII.

This Agreement may be executed in counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

XIV.

Each representative whose signature appears on this Agreement represents and does certify that they have the authority to enter into this Agreement for their represented Party.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the County and Utility as of the date stated below. The provisions of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

COUNTY

By: *Roger Harmon*
Roger Harmon
Johnson County Judge

Date: 7/12/13

Attest:

Becky Williams
Becky Williams
County Clerk



RELOCATION AGREEMENT BETWEEN JOHNSON COUNTY, TEXAS AND THE JOHNSON COUNTY SPECIAL UTILITY DISTRICT

UTILITY

By: 
Name: Terry Kelley
Title: General Manager

Date: July 15, 2013

**MUNICIPAL ENGINEERS AND MANAGEMENT CONSULTANTS
 PLANNING LEVEL OPINION OF PROBABLE COSTS**

PROJECT: CR 519 Waterline King's Branch Bridge Relocation

Part 1

Item No.	Description	Quantity	Units	Unit Price \$/ea.	Cost \$
Construction, Project Management and Easement					
1	Mobilization	1	LS	\$ 2,000.00	\$ 2,000.00
2	8 Inch Waterline	550	ft.	\$ 65.00	\$ 35,750.00
3	Tie ins	2	ea	\$ 1,000.00	\$ 2,000.00
4	8 Inch Valves	2	ea	\$ 1,200.00	\$ 2,400.00
5	Fence Repair	1	LS	\$ 600.00	\$ 600.00
6	Flushing Water	1	LS	\$ 300.00	\$ 300.00
7	Waterline Testing	1	LS	\$ 500.00	\$ 500.00
8	Easement Property Owner	1	LS	\$ 5,000.00	\$ 5,000.00
9	JCSUD External Proj Mgt	1	LS	\$ 1,000.00	\$ 1,000.00
SUB-TOTAL Part 1					\$ 49,550.00
Part 2 Contingency					
Contingency and Worst Case Soft Costs					
C1	Easement Survey	1	LS	\$ 3,000.00	\$ 3,000.00
C2	Legal Easement Condemnation	1	LS	\$ 10,000.00	\$ 10,000.00
C3	JCSUD Internal Proj Mgt	1	LS	\$ 2,000.00	\$ 2,000.00
C4	JCSUD Utility Relo Agreement	1	LS	\$ 3,000.00	\$ 3,000.00
C5	Engineering	1	LS	\$ 3,000.00	\$ 3,000.00
C6	JCSUD Inspection	1	LS	\$ 500.00	\$ 500.00
C7	Contingency	1	LS	\$ 11,400.00	\$ 11,400.00
SUB-TOTAL Part 2					\$ 32,900.00

Date Prepared: May 6, 2012

By: JLH

