

MEMORANDUM OF AGREEMENT

This Agreement (the "Agreement") is entered into this ____ day of _____, 2023, by and between the City of Hewitt, Texas, a municipal corporation (hereinafter referred to as "Hewitt"), and the City of Waco, Texas, a municipal corporation (hereinafter referred to as "Waco"), which entities do hereby agree as follows:

WITNESSETH:

WHEREAS, Hewitt and Waco entered into an Interlocal Agreement in February 2013, which included terms concerning Waco obtaining the real property of the Webo ("Plant 3") well site and water rights to Plant 3, and a lease of the Lorena well site for ten years; and

WHEREAS, Hewitt now wishes to have the Plant 3 well water rights; and

WHEREAS, Waco now wishes to have the real property of the Lorena well site; and

WHEREAS, Waco also wishes to have several water connections and water line infrastructure along Interstate 35 from approximately Hewitt's Northern limit boundary (along Interstate 35) to Corporation Boulevard; and

WHEREAS, the parties desire to enter into this Interlocal Cooperation Agreement pursuant to Chapter 791 of the *Texas Government Code*,

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration as shall be set out herein, the City of Waco ("Waco"), and the City of Hewitt ("Hewitt") (collectively "the parties") agree as follows:

The foregoing recitals are incorporated herein and made findings of fact.

- Conveyance of Webo (Plant 3) well site water rights.** Waco will retain the plant and equipment known as the Webo water well site, as shown in Exhibit A, but Waco agrees to transfer the well permit to Hewitt. The parties agree to complete and file all necessary documentation to transfer Permit Number HUPP-2010-036 with regards to Well #3 located at N31D 26M 56S / W97D 15M 42S with the maximum flow rate of 150 gpm from Waco to Hewitt, to include the 241.95 acre-feet per calendar years associated with the well as historical use, as stated in the Memorandum of Agreement dated June 27, 2011. Hewitt shall then have historical usage of the well site for regulatory and supply purposes for a Replacement well to be constructed by Hewitt ("Replacement Well"). Waco shall cooperate in the administrative process of transferring well permit with any regulatory agencies, but said transfer (including the completion and filing of the application and the expense of all

filings) will be Hewitt's responsibility. In this transfer, Waco is **not** providing any property access rights to Hewitt; the General Warranty Deed (at McLennan County Clerk's Document No. 2013006458) is not being amended. All water rights to the Property, including regulatory rights such as HUPP are to be transferred to Hewitt by Waco. Waco agrees that the HUPP will be transferred to Hewitt's Replacement Well if the transfer is approved by the Southern Trinity Groundwater Conservation District ("STGCD"). Waco agrees to assist with and support the transfer before the STGCD. Waco shall plug and abandon the well on the Property in accordance with the current rules of the STGCD if the HUPP transfer is approved by the STGCD.

2. **Lorena Road well site.** Hewitt agrees to convey the real property, along with the plant and equipment, known as the Lorena Road water well site, to Waco by execution of a separate Purchase and Sales Agreement (which will result in delivery of a Special Warranty Deed). The site is shown on the survey drawing attached Exhibit B-1, B-2, B-3, B-4. An inventory of the site equipment is included in Exhibit C, as was provided in the Memorandum of Agreement between Waco and Hewitt. Hewitt shall retain historical usage of the well site for regulatory and supply purposes for its Replacement Well, but Waco is **not** providing any property access rights to Hewitt, nor does Hewitt retain such rights to the property. All water rights to the Property, including regulatory rights such as HUPP are retained by or transferred to Hewitt. Waco agrees that the HUPP will be transferred to Hewitt's Replacement Well if the transfer is approved by the STGCD. Waco agrees to assist with and support the transfer before the STGCD. Hewitt shall plug and abandon the well on the Property in accordance with the current rules of the STGCD if the HUPP transfer is approved by the STGCD.
3. **Utility Line along Interstate 35 from (approximately) Hewitt's Northern Limit Boundary (along I-35) to Corporation Boulevard.** Hewitt agrees to convey its water line infrastructure, along with any and all appurtenances, to Waco by execution and delivery of a Quitclaim Deed in the form of Exhibit D. The site is showing the construction drawing attached Exhibit E. Waco shall coordinate with Hewitt on the transfer since cutting and capping, and the installation of flush valves on the line will have to occur to sever the connection with Hewitt.
4. The purpose of Hewitt entering into these agreements is to obtain HUPP capacity for transfer to and use at its Replacement Well on another property. Waco agrees and covenants that it shall not directly or indirectly object to or oppose or cause an objection to the transfer of the HUPP, permitting or operation of the Replacement Well.
5. **Representations and Warranties.** Each party hereto hereby represents and warrants that:

- (a) It is duly organized and existing, and, if a corporation, is duly incorporated under the laws of the state of Texas.
- (b) No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by such party or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. Each party shall provide evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.

6. **Miscellaneous.**

- (a) Non-Assignability. Neither party hereto shall assign any interest in the Agreement, without the written consent of the other.
- (b) Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the City of Waco Attn: Bradley Ford, City Manager
 City of Waco, Texas
 P.O. Box 2570
 Waco, TX 76702

If to the City of Hewitt: Attn: Everett “Bo” Thomas, City Manager
 City of Hewitt
 P.O. Box 610
 Hewitt, Texas 76643

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

- (c) This Agreement is contingent upon approval by the governing body of each party.
- (d) Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.
- (e) Construction. This Agreement shall be construed and governed by the laws of the state of Texas, with venue in McLennan County, Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF WACO, TEXAS

By: _____
Bradley Ford, City Manager

Date: _____

ATTEST:

Michelle Hicks, City Secretary

APPROVED AS TO FORM & LEGALITY:

Kathleen Perdon, Sr. Asst. City Attorney

THE CITY OF HEWITT, TEXAS

By: _____
Everett "Bo" Thomas, City Manager

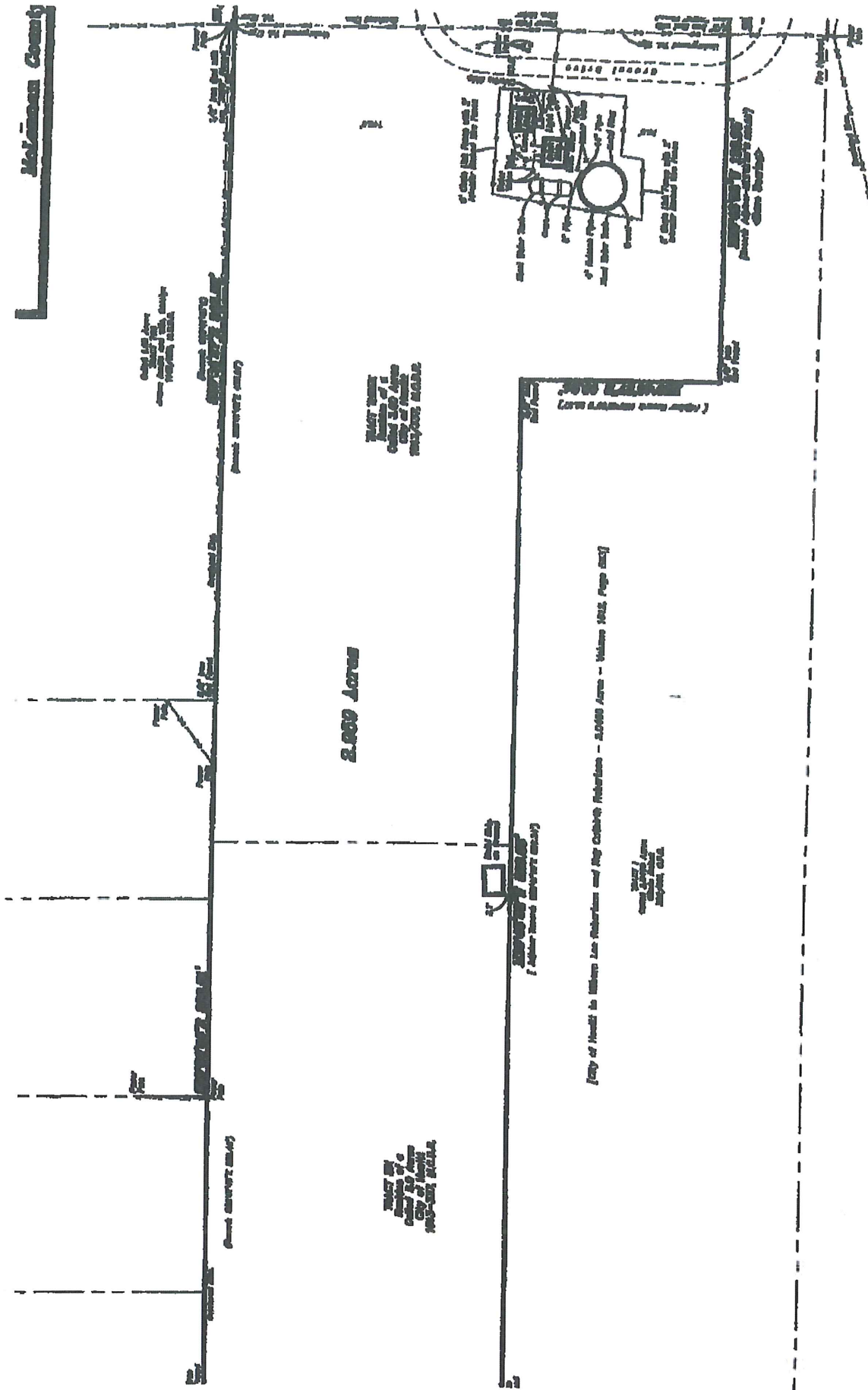
ATTEST

City Secretary

Date: _____

EXHIBIT "A"

Exhibit "A"



McLennan County David Roberts
 0251- Grand Public Records of McLennan County, Texas

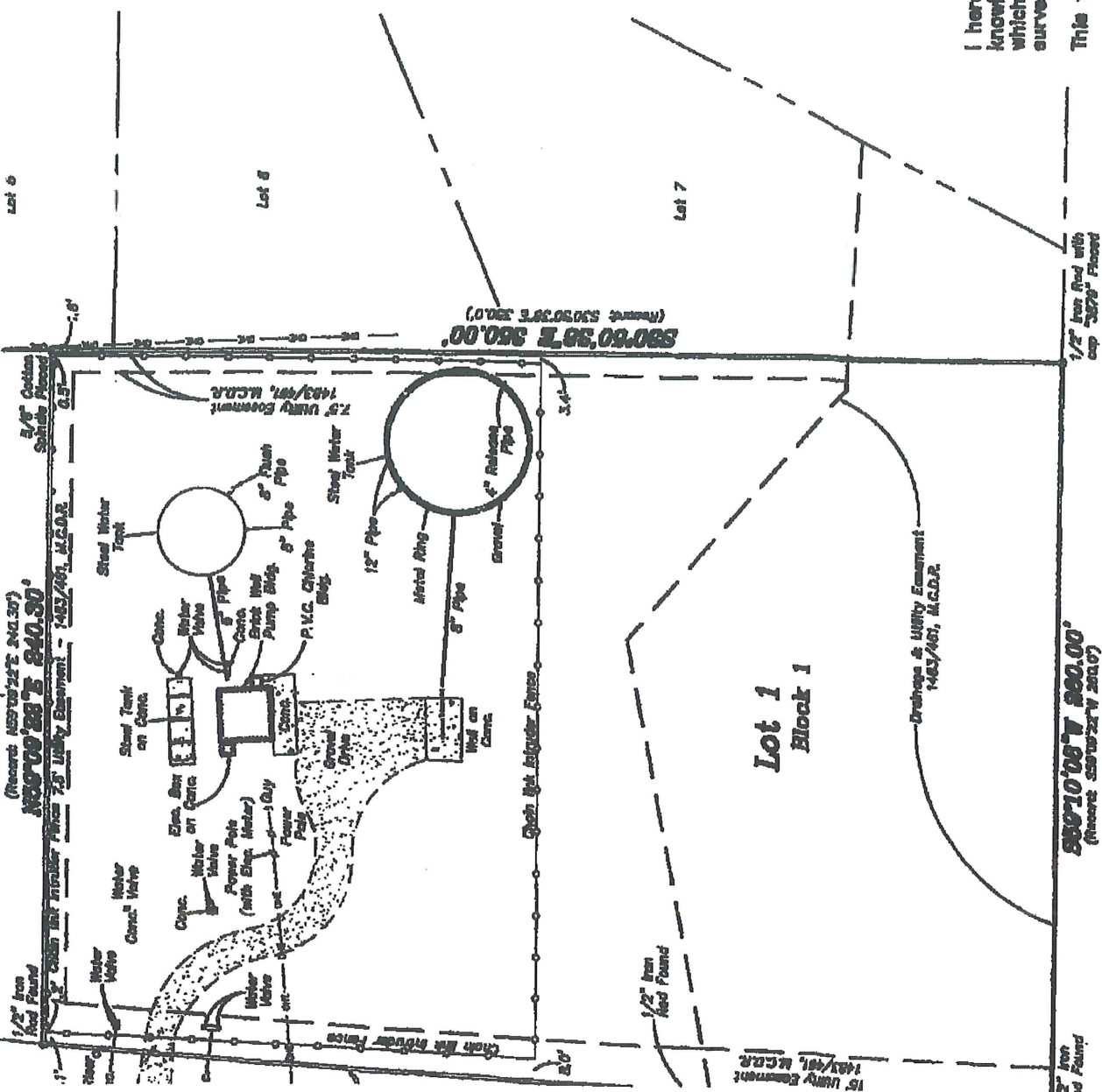
LETH LTD. does not make or warrant any land area description.

This survey was performed without the benefit of a title report.
 No other information on this plot is intended to be used in public records
 created by the surveyor and LETH and LETH do not make any comments or
 statements pertaining to this property.

I hereby state that to the best of my professional knowledge and
 belief that this plot and the survey on which it is based meets
 the requirements for land surveys in the State of Texas.
 This the 20th day of *March* 2008

Surveyor

Texas, according to
 Volume 1483, Page
 Records of McLennan



M.C.D.R. - McLennan County Deed Records

This survey was performed without the be
 Record information on this plat is based
 search by the surveyor and may not incl
 instruments pertaining to this property

LETH LTD. does not make or warrant a

This sketch represents a survey made o
 performance of this survey persons work
 observed conditions along the boundary
 knowledge they are as shown.

Exhibit B-1

I hereby state that to the best of my professional
 knowledge and belief that this plat and the survey
 which it is based meets the requirements for land
 surveys in the State of Texas.

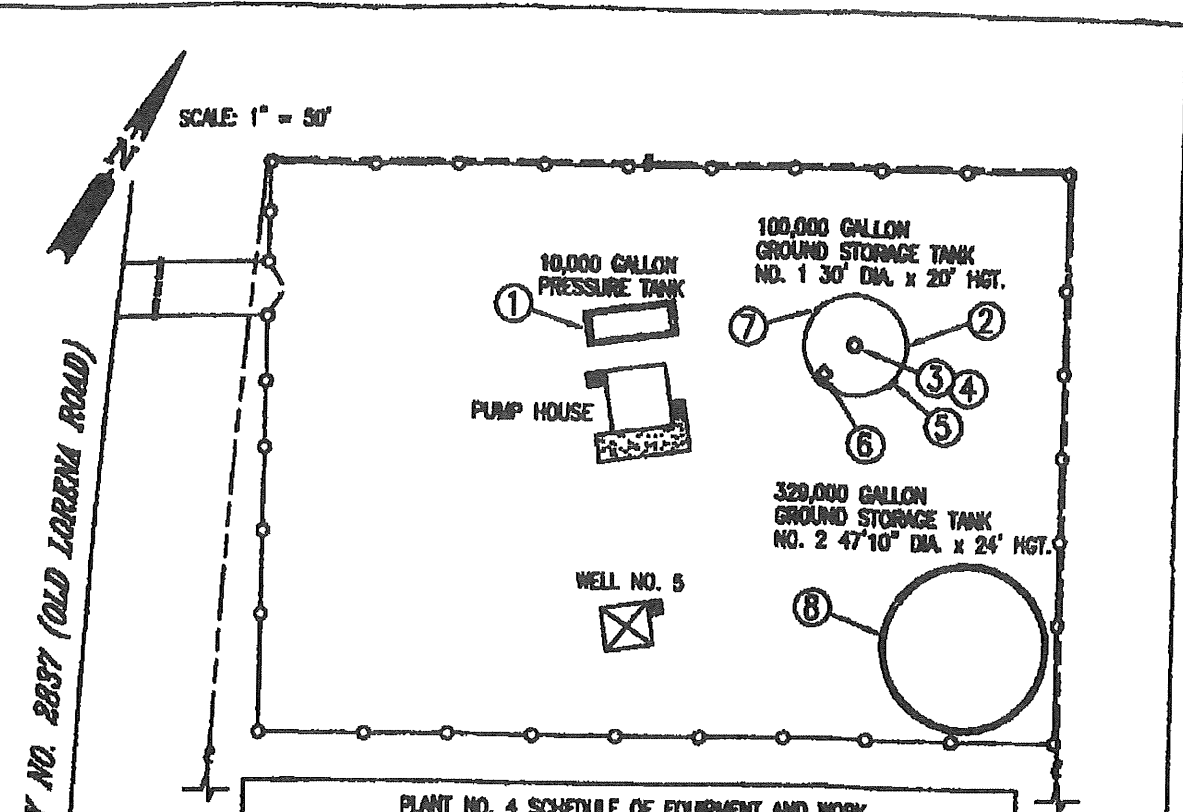
This the 19 day of May 2008.

[Handwritten Signature]

Called 8.03 Area
 High Drive
 1253/107, M.C.D.R.

5' Intruder Fence with
 2' Barbed Wire Fence

Exhibit B-2



PLANT NO. 4 SCHEDULE OF EQUIPMENT AND WORK

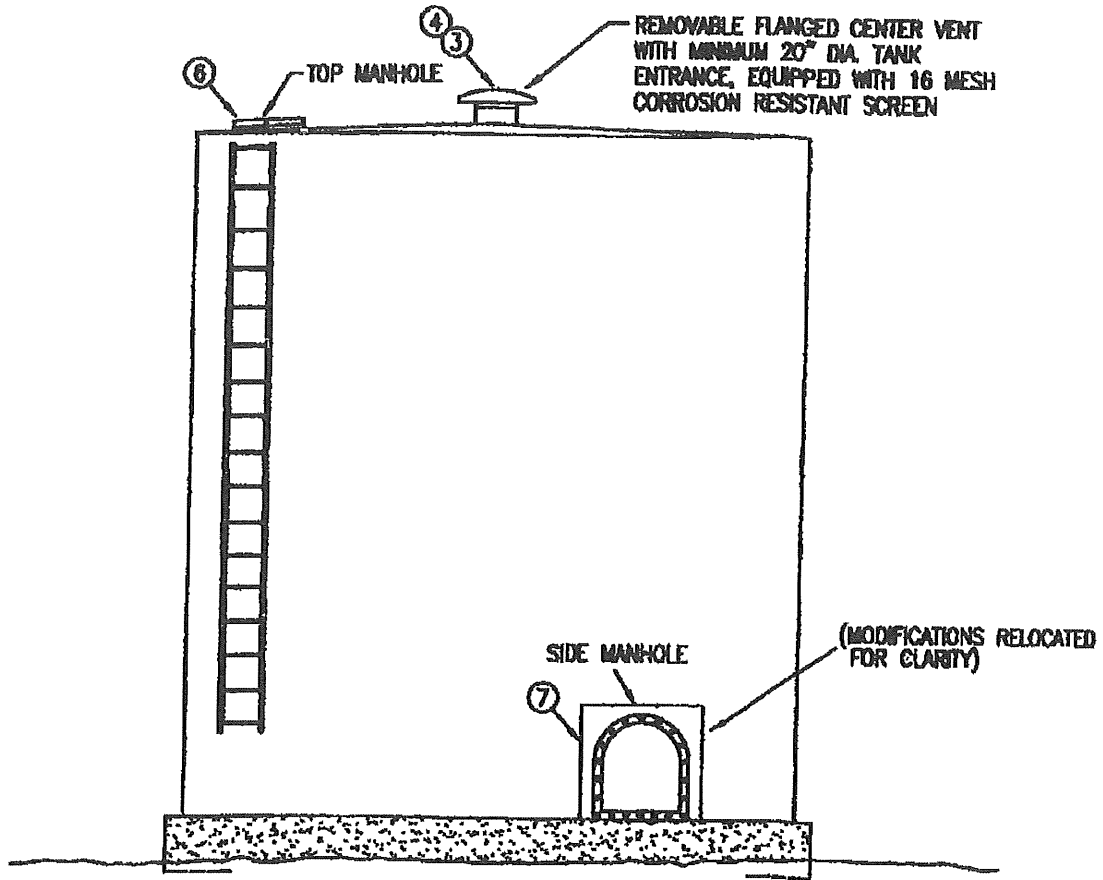
①	EXISTING 10,000 GAL. 6' DIA. x 26' PRESSURE TANK TO BE CLEANED, PRIMED AND PAINTED ON THE INTERIOR AND EXTERIOR SURFACES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS
②	EXISTING 100,000 GAL., 30' DIA. x 20' GROUND STORAGE TANK TO BE CLEANED, PRIMED AND PAINTED ON THE INTERIOR AND EXTERIOR SURFACES IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS
③	REMOVE EXISTING VENT AND REPAIR OPENING WITH 1/4" STEEL PLATE WELDED IN PLACE
④	INSTALL REMOVABLE CENTER VENT AS SHOWN IN ATTACHED DETAIL
⑤	EXISTING SIDE MANHOLE
⑥	INSTALL NEW HINGED TOP MANHOLE AS SHOWN IN ATTACHED DETAIL
⑦	INSTALL NEW SIDE MANHOLE AS SHOWN IN ATTACHED DETAIL
⑧	EXISTING 329,000 GAL., 47'-10" DIA. x 24' GROUND STORAGE TANK TO BE CLEANED, PRIMED AND PAINTED ON TOP SURFACE ONLY IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS

CITY OF HEWITT

PLANT NO. 4 AND WELL NO. 5 LAYOUT

DUFF CONSULTING ENGINEERS INC.
 408 NORTH 19th
 WACO, TEXAS 76798
 (817) 768-8444 HEW-PL-4

Exhibit B-3



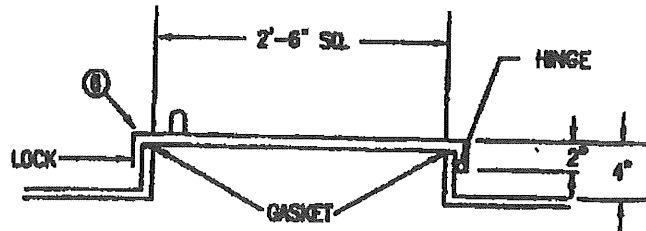
GROUND STORAGE TANK

SCALE: NONE

DUFF CONSULTING ENGINEERS INC.
4201 NORTH 19th
WACO, TEXAS 76708
(817) 756-5414

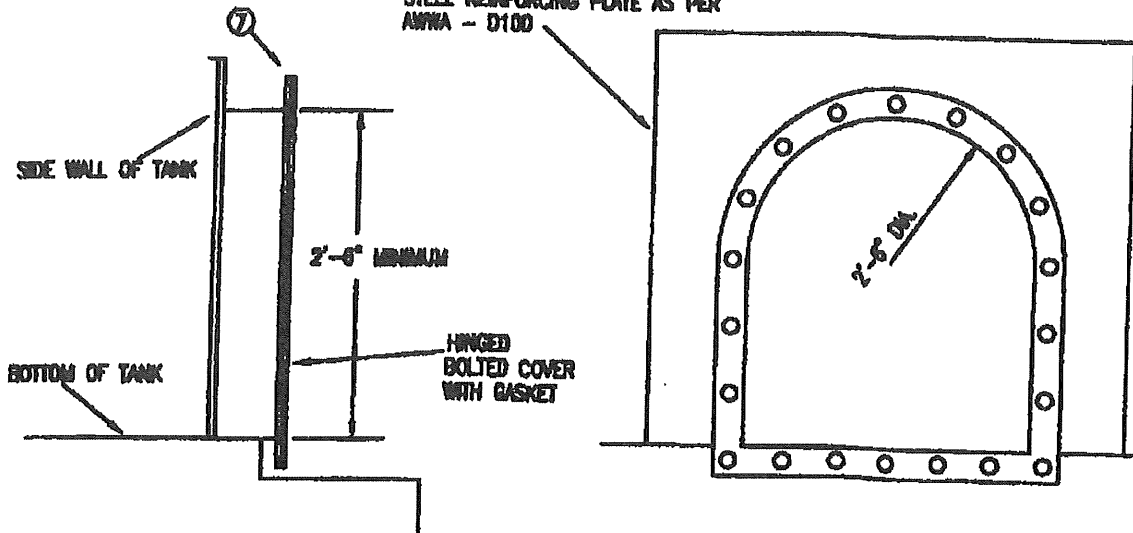
H-GRTANK

Exhibit B-4



PROPOSED TOP MANHOLE DETAIL NO. 6
SCALE: NONE

NOTE:
MANHOLE TO BE A MINIMUM OF 3/8"
THICK STEEL AND IS TO BE WELDED
TO TANK WALL AND FLOOR INCLUDING
STEEL REINFORCING PLATE AS PER
AWWA - D100



PROPOSED SIDE MANHOLE DETAIL NO. 7
SCALE: NONE

DUFF CONSULTING ENGINEERS INC.
4301 NORTH 19th
WACO, TEXAS 76708
(817) 786-5414

H-PL4DET

**INVENTORY OF WATER PLANTS IN CITY OF HEWITT'S
RURAL SERVICE AREA**

CHAPEL ROAD PLANT (ALSO KNOWN AS PLANT NO. 3)

80 GPM Well

64,400 Gal. Steel Ground Storage Tank

5,000 Gal. Steel Pressure Tank

12 Ft. x 14 Ft. CMU Building housing Two Service Pumps, rated at 240 GPM @ 130 Ft. TDH each, Air Compressor, Electrical, Controls, Piping and Valves

12 Ft. x 12 Ft. CMU Building housing the Well Pump, Starter, Electrical and Controls

4 Ft. x 4 Ft. Fiberglass Building housing Gas Chlorinator and Scales

All housed within approximately 263 Ft. of 6 Ft. Ht., Chain Link, Intruder Resistant Fence

All on 2.959 Acres of Land

FH HWY. 2837 PLANT (ALSO KNOWN AS PLANT NO. 4)

500 GPM Well

329,000 Gal. Steel Ground Storage Tank

100,000 Gal. Steel Ground Storage Tank

10,000 Gal. Steel Pressure Tank

18 Ft. x 18 Ft. Brick Building housing Two Service Pumps, rated at 500 GPM @ 162 Ft. TDH each, Air Compressor, Electrical, Controls, Piping and Valves

4 Ft. x 4 Ft. Fiberglass Building housing Gas Chlorinator and Scales

All housed within approximately 810 Ft. of 6 Ft. Ht., Chain Link, Intruder Resistant Fence

All on Lot 1, Block 1 of the Waco One-O-One Addition, Part 1



William E. Aston, P.E.
August 10, 2010



DUFF CONSULTING ENGINEERS, INC.
Texas Registered Engineering Firm F-0400

Exhibit "D"

QUITCLAIM DEED

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

DATE: _____, 2022

GRANTOR: City of Hewitt, Texas, a municipal corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 610
(INCLUDING COUNTY) Hewitt, McLennan County, Texas 76702-2570

GRANTEE: City of Waco, Texas, a municipal corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 2570
(INCLUDING COUNTY) Waco, McLennan County, Texas 76702-2570

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY: Any and all rights, title, and interest to the transmission lines, valves, meters, equipment, and other appurtenances in place as described on the attached Exhibit A, duly incorporated herein as though fully copied and set forth at length.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance is expressly subject to all easements, restrictions, rights-of-way, exceptions, reservations, and covenants of whatsoever nature of record or apparent on the grant, if any, and all of the zoning laws and other restrictions, regulations, ordinances and statutes of municipal or other governmental authorities applicable to or enforceable against the above described property.

Grantor, for the consideration described above and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to Grantee any and all interest the Grantor may hold in the transmission lines, valves, meters, equipment, and other appurtenances in place as described on the attached Exhibit A, such that neither Grantor nor Grantor's legal representatives, successors or assigns shall have, claim, or demand any right or title to the Property or any part of it.

Grantor represents and warrants to Grantee that Grantor has the requisite power and authority to enter into, execute and deliver this Deed and to consummate the transactions contemplated hereby. The Property is hereby sold, transferred and assigned to Grantees "as is" and "with all faults."

Notwithstanding anything to the contrary contained in this Quitclaim Deed, in the event that a Grantor has received any warranty of title with respect to the Property, then such Grantor does by this instrument transfer and assign to Grantee, to the extent transferable, such warranty of title to the extent (and only to the extent) it pertains to and covers the Grantor's interest in and to the Property.

GRANTOR:
THE CITY OF HEWITT

By: _____
Name: _____
Title: City Manager

ATTEST

City Secretary

Date Signed

THE STATE OF TEXAS §
 §
COUNTY OF MCLENNAN §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, City Manager of THE CITY OF HEWITT, a municipal corporation, on behalf of said corporation.

[NOTARY STAMP]

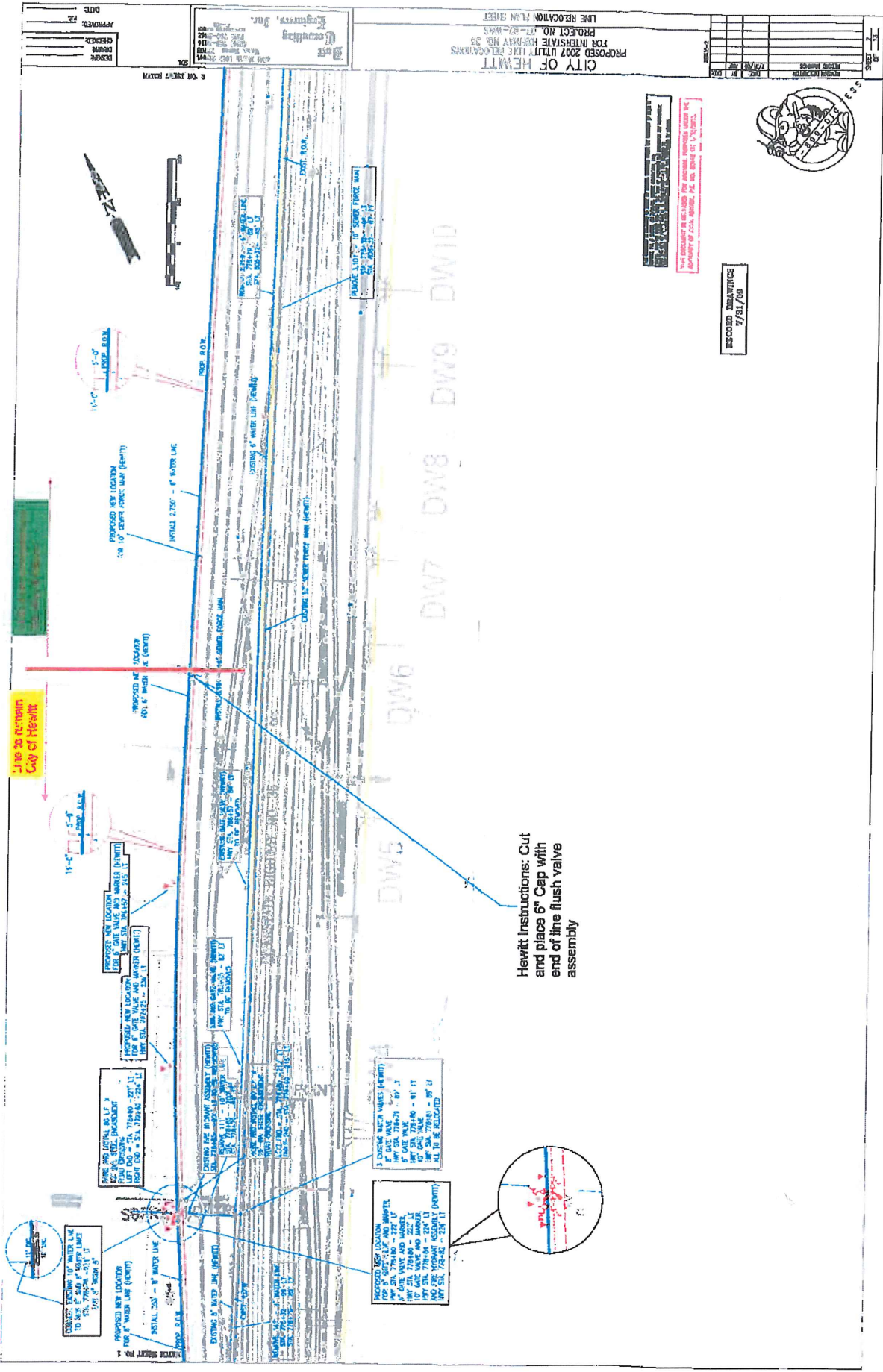
Notary for the State of: _____
My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

Utility Line along Interstate 35 from (approximately) Hewitt's Northern Limit Boundary (along I-35) to Corporation Boulevard. Hewitt agrees to convey its water line infrastructure, along with any and all appurtenances, to the City of Waco along the path/site shown in the construction drawing and aerial photograph attached as part of this Exhibit A.

THIS CONVEYANCE SHALL NOT INCLUDE THE 10" FORCE MAIN WHICH REMAINS THE CITY OF HEWITT'S.



DATE	
APPROVED	
DESIGN	
PROJECT	

City of Hewitt
 Engineering, Inc.
 400 North Loop West
 Houston, Texas 77002
 Tel: 713-261-1111
 Fax: 713-261-1112
 www.cityofhewitt.com

CITY OF HEWITT
 PROPOSED 2007 UTILITY LINE RELOCATIONS
 PROJECT NO. 07-02-0005
 LINE RELOCATION PLAN SHEET

DATE	
APPROVED	
DESIGN	
PROJECT	



RECORD DRAWING
12/18/08

Hewitt Instructions: Cut and place 6" Cap with end of line flush valve assembly

Line to remain
City of Hewitt

PROPOSED NEW LOCATION
 FOR 10" GAS WATER AND METER (GWM)
 STA. 778+00 - 778+10
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" GAS VALVE (GV)
 STA. 778+45 - 778+55
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 12" WATER LINE (WL)
 STA. 778+00 - 778+10
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" WATER LINE (WTL)
 STA. 778+00 - 778+10
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 8" WATER LINE (WTL)
 STA. 778+00 - 778+10
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" GAS WATER AND METER (GWM)
 STA. 778+45 - 778+55
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" GAS VALVE (GV)
 STA. 778+90 - 778+100
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 12" WATER LINE (WL)
 STA. 778+45 - 778+55
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" WATER LINE (WTL)
 STA. 778+45 - 778+55
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 8" WATER LINE (WTL)
 STA. 778+00 - 778+10
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" GAS WATER AND METER (GWM)
 STA. 778+45 - 778+55
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 10" GAS VALVE (GV)
 STA. 778+90 - 778+100
 ELEV. 224.11'

PROPOSED NEW LOCATION
 FOR 12" WATER LINE (WL)
 STA. 778+45 - 778+55
 ELEV. 224.11'

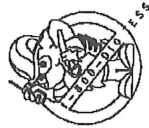
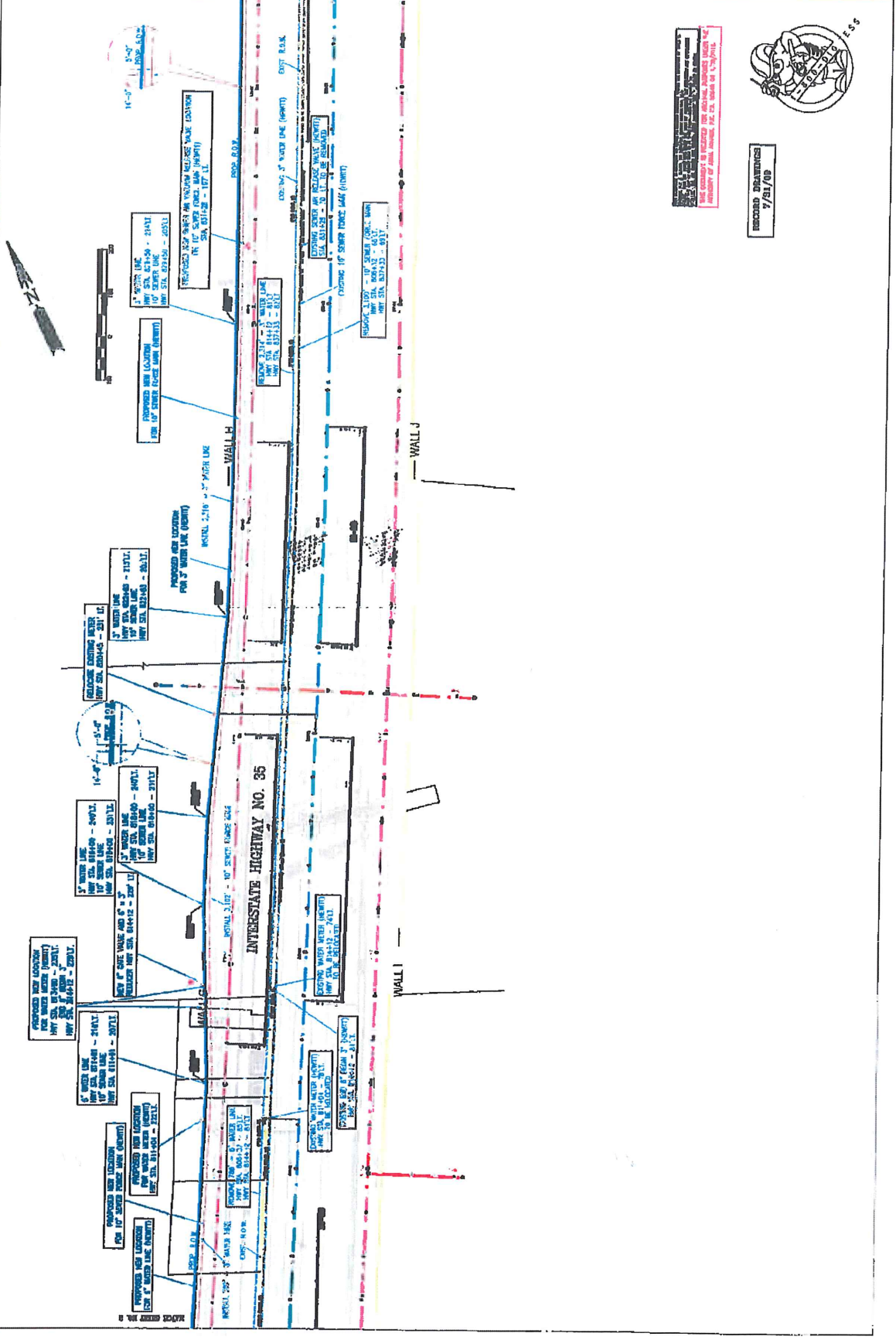
PROPOSED NEW LOCATION
 FOR 10" WATER LINE (WTL)
 STA. 778+45 - 778+55
 ELEV. 224.11'

DATE: _____
 APPROVED BY: _____
 DESIGNED BY: _____
 DRAWN BY: _____

City of Hewitt
 403 North 10th Street
 Hewitt, Texas 77860
 (817) 298-6111
 Fax: (817) 298-6112
 Engineering, Inc.

CITY OF HEWITT
 PROPOSED 2007 UTILITY LINE RELOCATIONS
 FOR INTERSTATE HIGHWAY NO. 35
 PROJECT NO. 07-02-W65
 ULINE RELOCATION PLAN SHEET

NO.	DATE	DESCRIPTION



08/18/07
 REVISIONS

THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF THE ENGINEER IS STRICTLY PROHIBITED.

DESIGNED: _____
 CHECKED: _____
 DATE: _____
 APPROVED: _____
 P.E. _____

3011
Engineering, Inc.
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 ...

CITY OF HEWITT
 PROPOSED 2007 UTILITY LINE RELOCATIONS
 FOR INTERSTATE HIGHWAY NO. 35
 PROJECT NO. 07-02-465
 PROPOSED WATER LINE PROFILE

NO.	DATE	DESCRIPTION
1	7/21/00	ISSUED FOR PERMITS
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SCALE:
 1" = 10' VERTICAL
 1" = 100' HORIZONTAL

WATER LINE PROFILES

DISTANCE TO TOP OF PRELIME
 FROM LOWEST POINT IS 3' TYPICAL



THIS DOCUMENT IS RELEASED FOR ARCHIVAL PURPOSES UNDER THE
 AUTHORITY OF ANNA ADRIJK, P.E. NO. 80548 ON 1/30/2015.

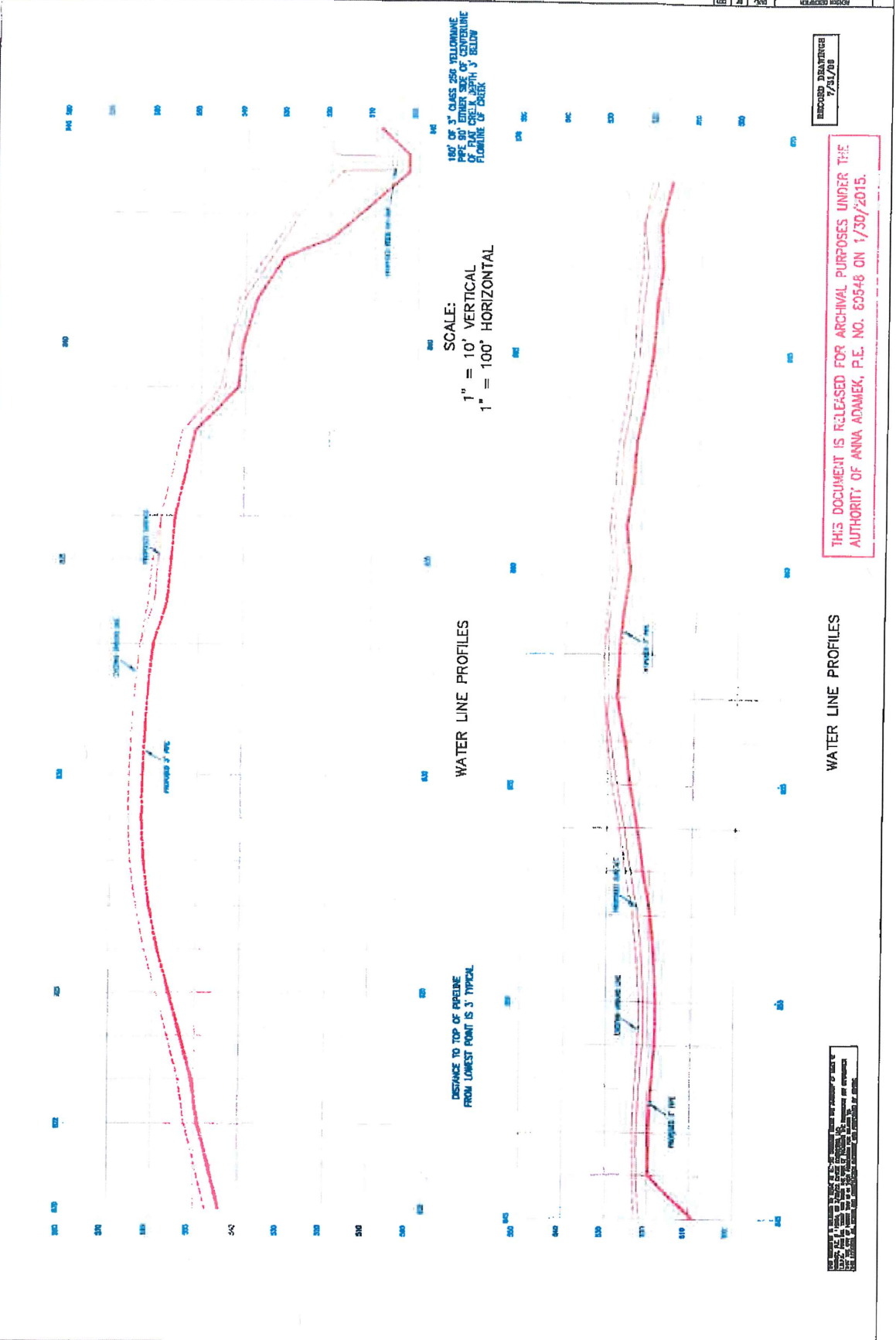
THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

DATE	
APPROVED BY	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SCALE	

City of Hewitt
Engineering, Inc.
 1424 North 11th Street
 Suite 100
 Grand Rapids, MI 49504
 Phone: (616) 799-4444
 Fax: (616) 799-4444
 www.cityofhewitt.com

CITY OF HEWITT
 PROPOSED 2007 UTILITY LINE RELOCATIONS
 FOR INTERSTATE HIGHWAY NO. 35
 PROJECT NO. 07-02-WRS
 PROPOSED WATER LINE PROFILE

NO. 1	
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THIS DOCUMENT IS RELEASED FOR ARCHIVAL PURPOSES UNDER THE
 AUTHORITY OF ANNA ADAMEK, P.E. NO. 65548 ON 1/30/2015.

REVISIONS: 1. 12/20/15
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