

**INTERLOCAL AGREEMENT BETWEEN
THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.
AND THE VILLAGE OF VOLENTE**

This Interlocal Agreement (“ILA”) is made by and between the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”), a local government corporation of the State of Texas, created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and created by the City of Cedar Park, Texas, the City of Leander, Texas, the City of Round Rock, Texas all home-rule municipalities and political subdivisions of the State, (individually the “City”; collectively the “Cities”) and the Village of Volente, Texas (“Volente” or “Village”), a Texas Type-B, general-law municipality. The BCRUA and Volente are collectively referred to herein as the “Parties.”

NOW THEREFORE, the BCRUA and Volente now wish to set forth their agreement regarding the design, construction, and operation of the System (as defined in Article I) in Volente, as set forth below:

ARTICLE I DEFINITIONS

“**BCRUA**” means the Brushy Creek Regional Utility Authority, a local government corporation created by the home rule cities of Cedar Park, Leander, and Round Rock to provide a dependable and adequate supply of treated water to their citizens.

“**BCRUA Project**” means the regional water transmission and treatment system project including the Maintenance Building, Intermediate Drop Shaft, Piezometer Borings (**Exhibit x**), Bernard St Autoturn (**Exhibit x**), and Tunnel to be constructed within the Village of Volente.

“**Intake Facility**” means the deep-water intake shaft and tunnel for the purpose of accessing raw water from Lake Travis.

“**Intermediate Drop Shaft**” means the drop shaft to be constructed on a temporary construction easement at Lime Creek and West Drive to convey concrete to the tunnel below to facilitate construction of the cast-in-place concrete liner. The drop shaft will be capped and abandoned at completion of the Tunnel. (**Exhibit x**)

“**Maintenance Building**” means the maintenance building to be constructed at 16621 Jackson St. on Site 4, for the operation and maintenance of the Intake Facility used solely for the storing and injecting chemicals for the treatment of mussels.

“**Ordinances**” or “**Code of Ordinances**” means the ordinances of the Village of Volente.

“**Piezometers**” or “**Piezometer borings**” means the geotechnical borings installed in 2015 and located in the ROW, and used to ????. Borings are to be capped and abandoned at completion of project.

“**Pumping Facility**” means the pumps, buildings, and related facilities to be constructed and operated on Site 8 for the purpose of pumping raw water to the Treatment Plant.

“**Site 4**” means the tract of land described in **Exhibit A** owned by the BCRUA in Volente on which Maintenance Building will be constructed.

“**Site 8**” means the tract of land located entirely outside the Village city limits and further described in **Exhibit B**, owned by the BCRUA on which the Pumping Facility will be constructed.

“**System**” means the BCRUA Project, Intake Facility and Pumping Facility.

“**Tunnel**” means the underground tunnel for the raw water transmission line between the Intake Facility and the Pumping Facility, which will cross under Lime Creek Road at approximately the following locations: 23+50, 27+00 and 31+00 near Sandy Creek Marina; 37+00 approximately 0.3 miles north of the intersection of Lime Creek Road and West Drive along Lime Creek Road; and 49+50 approximately 0.1 miles south of the intersection of Lime Creek Road and West Drive along Lime Creek Road. The path of the Tunnel is generally shown in **Exhibit D**.

“**Volente**” or “**Village**” means the Village of Volente, a Texas Type B, general law city.

ARTICLE II

BCRUA’S ACKNOWLEDGMENTS AND REPRESENTATIONS

2.01. BCRUA acknowledges and agrees that Volente has a legitimate governmental interest in protecting the public health, safety, and welfare of its citizens by regulating development and operations in the Village city limits. In furtherance of the aforesaid interest, Volente’s Ordinances regulate development within the Village city limits. With respect to the design, construction, and operation of the Intake Facility, Maintenance Building, Intermediate Drop Shaft, Piezometer borings and Tunnel, BCRUA agrees to deal with Volente in good faith with respect to complying with all regulations of Volente as set forth in the Ordinances and this ILA.

2.02. Unless otherwise authorized by the Texas Commission on Environmental Quality (“TCEQ”), raw water intakes shall not be located within 1,000 feet of boat launching ramps, marinas, docks, or floating fishing piers which are accessible by the public in accordance with 30 TAC 290.41. Unless otherwise authorized by TCEQ, a restricted zone of 200 feet radius from the raw water intake works shall be established and all recreational activities and trespassing shall be prohibited in this area.

ARTICLE III

VOLENTE’S ACKNOWLEDGMENTS AND REPRESENTATIONS

3.01. Volente acknowledges BCRUA has determined that the Intake Facility, Maintenance Building, Intermediate Drop Shaft, Piezometers, Bernard St Autoturn and Tunnel are critical components of the System to access raw water in Lake Travis in order to provide drinking water to the Cities. Volente acknowledges that the Intake Facility, Maintenance Building, Intermediate Drop Shaft, Piezometers, Bernard St Autoturn and Tunnel are critical components, and that Site 4 is the agreed location for the Maintenance Building. Volente further understands that the Intermediate Drop Shaft will be located on a temporary construction easement and that Piezometers installed in 2015 are located in the Lime Creek Road right-of-way and that the Tunnel will be constructed underground in part within the Village's city limits. With respect to the design, construction and operation of the Intake Facility, Maintenance Building, Intermediate Drop Shaft, Piezometers, Bernard St Autoturn and the Tunnel, Volente agrees to deal with the BCRUA in a reasonable fashion and in good faith with respect to imposing and enforcing the Ordinances.

3.02. Volente acknowledges that BCRUA changed the location of the Pumping Station to Site 8 in consideration of and in reliance on Volente's agreement to allow the BCRUA to construct the Intake Facility, Maintenance Building and portions of the Tunnel within Volente.

3.03. Volente acknowledges that the Cities have the power of eminent domain and that Site 4 was acquired by the Cities on behalf of BCRUA for a public and governmental purpose. Further, Volente acknowledges that the BCRUA has modified the project design to remove the Monitoring Wells and will construct the Intermediate Drop Shaft on a temporary construction easement in lieu of the Lime Creek Road right-of-way. The Village finds that BCRUA has demonstrated that the costs of improvement of Jackson Street substantially exceed the incremental costs of providing land and transportation improvements necessary to offset additional traffic impacts generated by, or attributable to, the development upon the transportation network serving the property. Therefore, BCRUA is hereby granted a variance from the requirements of Section 9.05.356(a) in the Village Code of Ordinances and shall not be required to improve Jackson right-of-way, Bernard right-of-way and the driveway and access point in the right-of-way shall terminate at the southeast boundary of the property per the site plan at N=10136838.14 and E=3057891.35.

ARTICLE IV

COVENANT OF GOOD FAITH AND FAIR DEALING

BCRUA and Volente each agree and covenant to deal with each other honestly, fairly, in good faith, and in accordance with this ILA so that they can discharge their respective duties to protect the public health, safety, and welfare of their respective citizens.

ARTICLE V

USE, MAINTENANCE AND REPAIR OF ROADWAYS

5.01. BCRUA agrees the delivery, staging and construction activities related to the Pumping Facility and Intake Facility will be conducted outside of the Village city limits.

5.02. BCRUA and Volente agree to a Joint Pre-construction Condition Assessment of roads to be utilized for the BCRUA Project during the construction of the Maintenance Building, Intermediate Drop Shaft, Piezometers, Bernard St Autoturn and Tunnel, by a mutually agreed upon third party.

5.03. During the construction phase, BCRUA agrees to repair any damage caused by vehicles or construction equipment utilized for the BCRUA Project within thirty (30) calendar days of inspection by BCRUA or notification of damage by Volente. BCRUA agrees to promptly report any such damage to the Village.

5.04. At the time of the completion of the BCRUA Project, there shall be a Post-Construction Condition Assessment with BCRUA and Village representatives. This is to perform a joint assessment of post-construction road conditions and recommend a course of action for final improvements to restore or improve roadways or at a minimum return road to the condition determined at the Pre-construction Condition Assessment.

5.05. Within one hundred and twenty (120) calendar days of completion of the BCRUA Project, BCRUA agrees to restore or improve roadways damaged by vehicles or construction equipment utilized for the BCRUA Project. BCRUA agrees to provide or cause to be provided the Village with a two-year warranty bond for said repairs.

ARTICLE VI TRAFFIC AND CONSTRUCTION

6.01. At least 60 days prior to the mobilization, BCRUA shall provide the Village a Traffic Management Plan (“TMP”) which shall be developed to assist with the mobility, safety, and construction of the BCRUA Project. The Traffic Management Plan establishes the practices for traffic at work sites (both day and night, including manned and unmanned sites) and during planned and unplanned events. The TMP must be developed with the following objectives and parameters.

6.02. The TMP’s objectives are to:

- a. Provide appropriate transitions into work sites with focus on providing efficient traffic flow;
- b. Protect personnel and road users from potential harm; and
- c. Establish the minimum traffic management levels including any reviews necessary resulting from changing traffic conditions over the duration of the BCRUA Project.

6.03. BCRUA shall include or establish in the construction contract documents for the BCRUA Project (“Construction Contract Documents”) at a minimum the following:

- a. A documented process for preparation, review and approval for revisions or alterations of the TMP;
- b. Traffic Control Plans (TCP), specific to the undertaking of each phase of the construction in accordance with the Texas Manual of Uniform Traffic Control Devices;

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- c. Haul routes will be identified during design and agreed to by the Village's Project Engineer. This will include the agreed work hours when such routes will be normally used;
- d. The TMP shall conform to the Ordinances, including but not limited to Section 8.02.005(c) of the code of Ordinances, with regard to the days of the week and weekends of the year that construction traffic will be permitted. No construction or hauling traffic shall be permitted during nationally recognized holidays.
- e. No tree shall be trimmed or removed from the Lime Creek Road right-of-way within the Village city limits without Village approval and a permit is issued.
- f. Mud and dirt tracked into the roadway must be immediately removed upon discovery.
- g. Loose trash and debris must be disposed of properly offsite.
- h. Contractor shall take photographs of the temporary construction site prior to commencement of construction. Pre-construction photos documenting conditions of ROW and each road to be used by the contractor shall be provided to the Village City Secretary before work begins.

6.04. The TMP shall include at a minimum the following:

- a. Contact information, including after hours, of the Contractor Project Manager, BCRUA Project Manager, Onsite Project Engineer, emergency services and other identified stakeholders.
- b. The Contractor Project Manager's strategy for informing the general public and adjacent landowners about the nature of the planned work activities or event, the implication of the Contractor's traffic control plan (e.g., detours) and Contractor's role in maintaining the overall safety of the site including the approach for maintaining the roads and routine cleaning.
- c. Proposed vehicle type, size, weight limits and truck haul routes during construction of the facilities.
- d. Construction load considerations to minimize impacts to the road life expectancy.

6.05. BCRUA and Contractor agree to comply with the terms and conditions of the TMP throughout the construction of the BCRUA Project.

6.06. Hauling from the Site 8 shall be along Lime Creek Road to the North. Site 8 spoils shall not be hauled on Lime Creek Road within the Village city limits.

6.07. BCRUA shall take delivery, stage and construct all sections of the Intake Facility outside the Village city limits. BCRUA agrees to remove spoils, transport large equipment and sections of the Intake Facility via barge.

6.08. BCRUA agrees that no concrete or ready-mix trucks may queue or idle within the Village limits with the exception of:

- a. No more than two (2) concrete trucks used to grout the Tunnel at the Intermediate Drop Shaft temporary construction easement. Trucks must stage on the Intermediate Drop Shaft temporary construction easement. Trucks shall enter from the North and depart to the

North.

b. During construction and erection of Maintenance Building

ARTICLE VII SAFETY AND REPORTING

7.01. BCRUA agrees to provide to the Village 24-hour emergency contacts for the BCRUA Project. While work is actively proceeding, BCRUA shall maintain an onsite individual with authority to immediately address emergency issues and Village TMP concerns. Should the onsite individual not be able to resolve the matter, such issues will be brought to the BCRUA Project Manager and the Mayor of Volente.

7.02. BCRUA shall establish and maintain a complaint triage process with designated points of contact and response for any concerns regarding the construction and operations of the BCRUA Project.

7.03. BCRUA agrees to install a perimeter fence that is eight feet tall at Site 4. No razor wire or cyclone fencing shall be used.

ARTICLE VIII GROUNDWATER WELL PROGRAM AND PROTECTION OF PRIVATE WELLS

8.01. Recognizing the importance of private domestic groundwater wells in Volente, BCRUA has established a groundwater well monitoring program to proactively categorize and identify groundwater wells. The groundwater well program includes an inventory of existing wells within 400 feet on either side of the Tunnel. BCRUA has contacted property owners with private domestic groundwater wells within 400 feet on either side of the Tunnel multiple times seeking voluntary cooperation to collect additional information including water level and water quality data on these wells. Volente understands that the success of the program depends on the voluntary cooperation of the affected landowners and Volente is not responsible for residents providing BCRUA access to wells on private property.

8.02. BCRUA agrees to repair or replace any damaged groundwater wells within 400 feet on either side of the Tunnel that is caused by activities related to the BCRUA Project within thirty (30) calendar days of notification of damage by Volente and provide a temporary potable water to residents effected. For purposes of this Section, Damage is defined as both contamination and reduction in the yield of the well.

ARTICLE IX VOLENTE'S ACCESS TO WATER

The Village is not included in BCRUA's plan to provide a dependable and adequate source of safe drinking water to the Cities; however, the Cities and BCRUA agree to support the Village's future endeavors to secure dependable and adequate source of safe drinking water for the Village.

Therefore, after the BCRUA System is constructed and operational, Volente would like access to BCRUA's safe drinking water. The BCRUA agrees to consider any such request in good faith.

ARTICLE X
REIMBURSEMENT FOR PROFESSIONAL SERVICES

10.01. BCRUA agrees to reimburse Volente for actual costs incurred for engineering and legal services related to the BCRUA Project, deemed necessary to discharge the fiduciary responsibilities of Volente officials. The reimbursement for these actual costs under this Section shall not exceed \$150,000.00 for past, present and future engineering and attorney's fees including: the negotiation and preparation of this ILA; the review of engineering documents; and professional oversight over the life of the BCRUA System, excluding permitting activities.

10.02. All fees and costs related to BCRUA permit applications submitted to the Village will be handled in accordance with the provisions of APPENDIX A – Fee Schedule to the Ordinances, as amended.

10.03. BCRUA will provide the same periodic reports on the status of the construction and the operations of the BCRUA Project that is provided to the Cities. These reports will be sent to Volente's designated point of contact on the same day as sent to the Cities. BCRUA will provide an invitation to the Village for a representative to attend all Project Management review presentations that are attended by Cities.

ARTICLE XI
APPROVAL OF SUBMITTED APPLICATIONS AND PERMITS

11.01. Volente acknowledges that BCRUA has submitted the following applications for approval based on a preliminary set of site plans:

- a. Re-zoning Application - dated July 9/2019
- b. Conditional Use Permits Application - dated July 24, 2019; Maintenance Building, Accessory use incidental Facilities required by public or private utility providers Sec 9.02.057 (c) (3) of the Code of Ordinances.
- c. Short Form Replat dated June 19, 2019; Final Replat not required, sec.9.03.005 (a) (6) of the Village Code of Ordinances
- d. Site Development Application dated May 5, 2020; 90% plans received December 18, 2020
- e. Application for Variance – dated June 26, 2020 requesting eight (8) variances
- f. Miscellaneous Building Permit – dated March 11, 2019, Geotechnical borings for Design Purposes. Permitted April 12, 2019
- g. Miscellaneous Building Permit – Driveway/Culvert; Temporary access dated March 28, 2019; Permit issued 4/12/2019

- h. Tree Removal Permit Application – dated **XXX**, Permit issued April 12, 2019
- i. Right of Way Use Application – dated July 30, 2019; Monitoring Wells
- j. Right of Way Use Application – dated November 7, 2019; Monitoring Wells

11.02. Volente also acknowledges that the submitted applications and supporting documents and plans may change as a result of this ILA and that time is of the essence. Volente and BCRUA agree that approvals and permits require final plan sets and supporting documentation.

11.03. BCRUA agrees to resubmit a Site Development Plan that excludes the Jackson Street extension and to revise the Application for Variances to exclude variances that are no longer necessary. Additionally, BCRUA agrees to retract the submitted Right of Way Use Applications and agrees not to construct Monitoring Wells and the Intermediate Drop Shaft within the right-of-way of Lime Creek Road.

Further, BCRUA shall submit the following applications in accordance with the Ordinances:

- a. Miscellaneous Building Permits for construction taking place on temporary construction easements acquired by BCRUA within the Village city limits such as the Intermediate Drop Shaft construction and staging site.
- b. Building Permit Application.
- c. Right of Way Use Application, re: Bernard St. Autoturn.

11.04. The Village shall act upon all the pending applications and submittals not later than the 45th day after the date the updated applications required by Section 11.03 are filed with the Village.

11.05. After the necessary approvals and permits have been obtained by the BCRUA in accordance with this Article 11, BCRUA will be entitled to proceed with the BCRUA Project development in accordance with the Volente Ordinances. In the event of a conflict between an ordinance and this ILA, the ILA will control.

11.06. BCRUA is authorized to maintain in place for the duration of construction of the BCRUA Project the Piezometers borings installed within Village city limits in 2015. The location of these borings is as shown on the Boring Map **Exhibit H** and labeled as LB-1, LB-2, LB-3 and LB-4. These Piezometer borings are to be capped and abandoned as the project nears completion.

11.07. Approvals for the BCRUA Project under this ILA will remain in effect as long as the BCRUA Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this ILA.

ARTICLE XII

DISPUTE RESOLUTION

12.01. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.

12.02. At the written request of either party, the BCRUA General Manager and Volente's Mayor shall promptly negotiate informally and in good faith to resolve any dispute arising under this Agreement.

12.03. If the Parties cannot resolve the dispute within sixty (60) calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually agreeable mediator. Each party shall pay half the cost of the mediation services.

12.04. The parties agree to continue performing their duties under this Agreement which are unaffected by the dispute, during the negotiation and mediation process.

12.05. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

12.06. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or provisions of this section shall not be construed as a waiver by a party of: (1) any rights, privileges, defenses, remedies or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

12.07. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

ARTICLE XIII

INSURANCE AND LIABILITY

13.01. BCRUA, including the individual Cities and all of BCRUA's or a Cities' Contractors and Subcontractors performing work within the Village shall provide the following insurance policies throughout the term of the Agreement, and shall provide to BCRUA and to the Village on request a copy of the insurance policy or relevant excerpts thereof demonstrating compliance with this provision:

- a. The Village of Volente shall be added as an additional insured on all policies issued for work to be conducted by BCRUA Project within the Village, except for Workers Compensation Insurance.
- b. Worker's Compensation providing statutory coverage and Employer's Liability Insurance providing limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease-each employee, and One Million Dollars (\$1,000,000) disease-policy limit.

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- c. Commercial Automobile Insurance providing One Million Dollars (\$1,000,000) combined single limits covering claims for injuries to members of the public and/or damages to property of others arising from the use of Contractor owned or leased motor vehicles, including onsite and offsite operations. Limits may be satisfied using primary and excess/umbrella policies.
- d. Commercial General Liability Insurance providing limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of Contractor or any of its employees or subcontractors for whom Contractor is legally liable. Limits may be satisfied through the use of primary and excess/umbrella policies
- e. Contractor's Pollution Liability (CPL) Insurance providing limits of Two Million Dollars (\$2,000,000) per claim and aggregate. CPL coverage will provide for liability due to pollution conditions caused by or exacerbated by Contractor and will include coverage related to the remediation of pollutants and for third-party claims alleging bodily injury and/or damage to third-party property due to pollutants. Claims made coverage will include a retroactive date that predates all Work executed per this Agreement.
- f. Professional Liability insurance covering errors and omissions in the professional services performed on behalf of the Village, with limits of One Million Dollars \$1,000,000.
- g. Commercial Crime insurance with limits of \$1,000,000.
- h. Umbrella Excess Liability insurance that following the form of the underlying primary liability insurance required by this Agreement, with limits of Six Million Dollars \$6,000,000 each occurrence combined single limit.

13.02. BCRUA shall require all Contractors, including the Cities, Walker Partners and Subcontractors to add the Village and Village's directors, officers, employees, and representatives as additional insured in Contractor's commercial general liability, automobile liability, excess/umbrella, and Contractor's pollution liability policies for any work conducted within the Village.

13.03. Certificates of Insurance ("COI").

- a. The Parties shall provide a COI evidencing the required insurance policies, limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 12.01 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement.
- b. In the event the COI provided indicates that any required insurance will expire during the period of this Agreement, the party shall furnish, on or before the expiration date, a

renewed COI as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereafter has been procured and in effect.

- c. In the event a COI evidencing the renewed coverage is not available prior to the policy renewal date, that party shall provide to the other party, within fifteen (15) days of the policy's(ies') renewal date(s). The party shall furnish the insurance certificates to the other party immediately upon the first party's receipt.
- d. The Village shall be notified immediately if any COI that has expired, lapses or been cancelled.

ARTICLE XIV
GENERAL PROVISIONS

14.01. Authority. This ILA is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

14.02. Severability. The provisions of this ILA are severable and, if any provision of this ILA is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this ILA shall not be affected, and this ILA shall be construed as if the invalid portion had never been contained herein.

14.03. Payments from Current Revenues. Any payments required to be made by a Party under this ILA shall be paid from current revenues or other funds lawfully available to the Party for such purpose.]

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

14.05. Entire Agreement. Except as otherwise expressly provided herein, this ILA contains the entire agreement of the Parties regarding the BCRUA Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.

14.06. Amendments. Any amendment of this ILA must be in writing and shall be effective if signed by the authorized representatives of the Parties.

14.07. Applicable Law; Venue. This ILA shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Travis County, Texas.

14.08. Specific Performance. The parties shall have available to them equitable remedies to enforce this ILA, including, without limitation, the right to obtain a writ of mandamus or an injunction against the other party to enforce the terms of this ILA.

14.09. Notices. Any notices given under this ILA shall be effective if (i) forwarded to a Party by hand-delivery; (ii) sent by any electronic means of sending messages,

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including facsimile transmission and electronic mail (“Electronic Transmission”); or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

BCRUA: Karen Bondy, General Manager
Brushy Creek Regional Utility Authority
221 E. Main St.
Round Rock, Texas 78664

With copy to: Stephan L. Sheets
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

VILLAGE OF VOLENTE: Dan Thost, Mayor
Village of Volente
16100 Wharf Cove
Volente, Texas 78641

With copy to: Alan Bojorquez
Bojorquez Law Firm, P.C.
11675 Jollyville Rd. Ste 300
Austin, Texas 78759

Each notice sent in accordance with this section shall be deemed to have been received at the time on the day it was delivered at such address, at the beginning of business on the third (3rd) Business Day after it was mailed, or one (1) hour after they were sent on the same day it was sent by Electronic Transmission, or at the start of business on the first (1st) Business Day thereafter if the day on which it was sent by Electronic Transmission was not a Business Day. Either party may change its address for notice by giving notice to the other party as provided in this section.

14.10. Force Majeure. Parties shall not be deemed in violation of this ILA if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

14.11. Counterparts. This ILA may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

14.12. Term. This Agreement shall commence and bind the Parties on the Effective Date unless terminated by express written agreement executed by both Parties.

14.13. Authority. Each party represents and warrants that it has the full right, power and authority to execute this ILA.

14.14. Effective Date. This ILA is effective on the date last executed below:

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(Signatures on following pages)

DRAFT

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY**

By: _____
Rene Flores, President

Date: _____

VILLAGE OF VOLENTE

By: _____
Dan Thost, Mayor

Date: _____

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Exhibits

Site 4

Site 8

Intermediate Drop Shaft

Piezometer Borings - description

Bernard St Autoturn

Tunnel

Borings Map

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