

**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 together referred to herein as the “Parties.”

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, 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), 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 Maintenance Building (**Exhibits B.1 and B.2**), Intermediate Drop Shaft (**Exhibit C**), Piezometer Borings (**Exhibit E**), and portions of the Tunnel (**Exhibit D**) 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 Road 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 C**)

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

“**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 right-of-way and used to measure water levels in the Glen Rose (**Exhibit E**). 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.

“**Roadway Improvements**” means the required improvements to the Bernard/Sherman right-of-way, the Sherman/Lime Creek Road right-of-way and the extension of Jackson Street.

“**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 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, the Roadway Improvements, and Tunnel, BCRUA agrees to deal with Volente in good faith with respect to complying with the applicable development regulations of Volente as set forth in the Ordinances and this ILA.

2.02. The Texas Commission on Environmental Quality (“TCEQ”) has authorized a restricted zone of 100 feet radius from the raw water intake works and all recreational activities and trespassing are prohibited in this area.

**ARTICLE III
VOLENTE’S ACKNOWLEDGMENTS AND REPRESENTATIONS**

3.01. Volente acknowledges that BCRUA has determined that the Intake Facility, Maintenance Building, Intermediate Drop Shaft, Piezometers, the Roadway Improvements, 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 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 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, Roadway Improvements, 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 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.

**ARTICLE IV
COVENANT OF GOOD FAITH AND FAIR DEALING**

BCRUA and Volente each agree and covenant to deal with each other honestly, fairly, and in good faith, 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 that 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, Roadway Improvements, and Tunnel, by a mutually agreed upon third party.

5.03. During the construction phase, BCRUA agrees to repair any damage or loss directly and solely caused by vehicles or construction equipment utilized for the BCRUA Project or Roadway Improvements within sixty (60) calendar days of inspection by BCRUA or notification of damage by Volente, or as soon as necessary to resolve an imminent threat to health, safety, or property. BCRUA agrees to promptly report any such damage or loss to the Village. “Repair” includes replacement or fair compensation for missing or unusable property of any nature. Notwithstanding the foregoing, if the

Village reasonably determines that a failure of BCRUA to properly repair the public right-of-way constitutes a safety hazard to the public, the Village may undertake emergency repairs and restoration efforts. BCRUA shall reimburse the Village for all reasonable cost incurred by the Village within thirty (30) calendar days from the date of the Village invoice.

5.04. At the time of the completion of the BCRUA Project and Roadway Improvements, 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 to repair any damage directly and solely caused by vehicles or construction equipment utilized for the BCRUA Project and Roadway Improvements to return said roads 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 repair any damage directly and solely caused 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, including replacements.

5.06. BCRUA will construct an extension of Jackson Street from the terminus of Bernard Street to the boundary of BCRUA's property and install sufficient paving to allow a turning radius for emergency service vehicles as approved by the Fire Marshall and as generally show on **Exhibit H**. Further, BCRUA will pave the portion of Sherman/Bernard right-of-way shown in **Exhibit F** and the portion of Sherman/Lime Creek Road right-of-way shown in **Exhibit G**.

5.07. BCRUA has agreed to modify its project design to contemplate the extension of the Bernard Street cul-de-sac and expansion of the existing roadway pavement at Bernard Street and Sherman Street in order to provide the necessary ingress and egress for the project.

ARTICLE VI TRAFFIC AND CONSTRUCTION

6.01. At least 30 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 and Roadway Improvements occurring within Village city limits. The Traffic Management Plan will establish the practices for traffic attributable to the BCRUA Project and Roadway Improvements occurring within Village city limits both day and night. The TMP will be developed with the following objectives and parameters.

6.02. The TMP's objectives are to:

- a. Provide appropriate transitions into BCRUA Project work sites within Village city limits 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 during construction of the BCRUA Project and Roadway Improvements occurring within Village city limits.

- 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;
 - c. Haul routes identified for construction;
 - d. No construction or hauling traffic shall be permitted after 6:00 PM and before 7:00 AM, anytime on Sundays, or during nationally recognized holidays;
 - e. The contractor will be required to provide the means of removing mud from vehicle wheels before entering public streets, and to remove mud and dirt tracking onto the roadway upon discovery;
 - f. Loose trash and debris must be disposed of properly offsite; and
 - g. Pre-construction photos documenting conditions of right-of-way 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.
- 6.05.** BCRUA and all of BCRUA’s Contractors and Subcontractors performing work related to the construction of the BCRUA Project and Roadway Improvements occurring within Village city limits agree to comply with the terms and conditions of the TMP throughout the construction of the BCRUA Project and Roadway Improvements occurring within Village city limits.
- 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.** Except as provided below, BCRUA agrees that no concrete or ready-mix trucks may queue or idle on the public right-of-way within the Village limits with the exception of:
- a. Up to 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; and
 - 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 during the construction of the BCRUA Project and Roadway Improvements occurring within Village city limits. While construction 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 occurring within Village city limits.

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 offered to establish a groundwater well monitoring program to proactively categorize and identify groundwater wells. The groundwater well program would include 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. In the event that the construction of the BCRUA Project directly and solely causes damage to groundwater wells within 400 feet on either side of the Tunnel, BCRUA will address the issue by one or more of the following:

- a. engage a well driller to evaluate the issue by water level measurement and pump test;
- b. lower the pump;
- c. deepen the well and/or replace the pump;
- d. construct new well, and/or
- e. provide temporary potable water delivery.

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 not oppose 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 its cost of engineering and attorney's fees for the negotiation and preparation of this ILA, review of engineering documents, and professional oversight. The amount of the reimbursement is \$90,000, payable within ten business days following the effective date of this Agreement.

10.02. All fees and costs related to BCRUA applications and permits 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 of the BCRUA Project that is provided to the governing bodies of 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 governing body for a representative of same to attend all Project Management review presentations that are attended by the governing bodies of the Cities. BCRUA agrees that Volente's engineering representative will be permitted to attend Project Management review presentations attended by the governing bodies of the Cities that involve the BCRUA Project occurring within Village city limits.

ARTICLE XI APPROVAL OF SUBMITTED APPLICATIONS AND PERMITS

11.01. Volente acknowledges that BCRUA has submitted the following applications for approval as of the Effective Date (the "Applications"):

- a. Rezoning Application dated July 24, 2019;
- b. Conditional Use Permit Application dated July 24, 2019, Exhibit A.2, including subsequent amendments and revisions;
- c. Site Plan Approval Application dated May 15, 2020, 90% plan documents received December 18, 2020, including subsequent amendments and revisions;
- d. Application for Variance – dated April 13, 2021 requesting three (3) variances, including any subsequent amendments and revisions;
- e. Site Development Permit Application dated April 13, 2021, including the 95% plan documents, including subsequent amendments and revisions;

- f. Construction Plan Review and Inspection Application- for the Maintenance Building, dated February 26, 2021;
- g. Two Right of Way Use Permit Applications dated February 12, 2021, for the Bernard/Sherman and Sherman/Lime Creek Road intersection widening, including subsequent amendments and revisions; and
- h. Miscellaneous Building Permit Application dated February 12, 2021, for construction of the Intermediate Drop Shaft within the Village city limits, including subsequent amendments and revisions.

11.02. Volente acknowledges and agrees that all of the above applications and submissions have been approved for the construction of the BCRUA Project and Roadway Improvements, and will be promptly issued to BCRUA in accordance with Village Ordinances. Volente also acknowledges and agrees that in the event that it does not approve any of BCRUA's applications and/or submissions for the construction and occupancy of the BCRUA Project and Roadway Improvements in accordance with Village Ordinances, including the trade permits referenced in **Section 11.04**, such non-approval will be considered a default pursuant to **Section 14.01**.

11.03. Volente acknowledges that the Cities have the power of eminent domain, that Site 4 was acquired by the Cities on behalf of BCRUA for a public and governmental purpose, and that Site 4 is more than five acres. As a result of the foregoing, Volente acknowledges and agrees that pursuant to the Volente Ordinances, BCRUA is not required to replat Site 4.

11.04. This ILA sets forth the exclusive list of approvals and requirements of Volente applicable to the design, development, construction installation and operation of the BCRUA Project as represented by BCRUA's application submittals, with the exception of necessary trade permits issued to the contractor as required by the Volente Ordinances. Upon execution of this ILA, BCRUA is entitled to proceed with the construction and operation of the BCRUA Project and Roadway Improvements in accordance with Village approvals received. In the event of a conflict between a Volente ordinance and this ILA, this ILA shall control. Notwithstanding the foregoing, nothing in this ILA shall be interpreted as to impede or limit the Village's lawful authority to enforce its Ordinances, issue stop work orders, or revoke permits whenever work is being done contrary to the provisions of the Ordinances as they exist on the effective date of this ILA. In the event that the BCRUA changes the nature of the BCRUA Project, such amendment must be authorized in accordance with the Volente Ordinances.

11.05. The approvals and permits set forth in this ILA shall be in effect for a period of seven (7) years from the Effective Date of this Agreement, provided that after the expiration of seven (7) years, the permits shall be extended for one or more additional two (2) year periods as long as the BCRUA Project has not been abandoned, until the BCRUA Project is complete.

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, and all of BCRUA's Contractors and Subcontractors performing work related to the construction of the BCRUA Project and Roadway Improvements occurring within Village city limits 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. Volente may require production of and BCRUA must produce policies, policy excerpts, or certificates of insurance before the commencement of work, during any stage of construction, and within two years after completion of the BCRUA Project and Roadway Improvements:

- a. The Village of Volente shall be added as an additional insured on all policies issued for construction of the BCRUA Project and Roadway Improvements occurring within Village city limits, 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.
- 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 personal injury or damage to property 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. Such policies shall be "occurrence" and not "claims-made" policies, have a deductible amount of no more than \$10,000,
- 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 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.

13.02. 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 13 and its subsections. Certificates of insurance will reference the project name as identified on the first page of this Agreement. The obligation to furnish COIs is in addition to the obligation to furnish copies or excerpts of insurance policies as requested in accordance with section 13.01.
- 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 a COI to the other Party, within thirty (30) days of the policy's(ies') renewal date(s).

- d. The Village shall be notified immediately if any required policy has expired, lapses or been cancelled.

13.03. BCRUA agrees to require its contractor to keep the aforesaid policies in full force and effect throughout the term of this Agreement.

ARTICLE XIV DEFAULT

14.01. If either BCRUA or Volente should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default. If the BCRUA remains in default after notice and opportunity to cure, Volente shall have the right to terminate this Agreement by giving written notice thereof to BCRUA. If Volente remains in default after notice and opportunity to cure, BCRUA shall have the right to terminate this Agreement by giving written notice thereof to Volente. In addition, Volente shall refund to BCRUA any funds paid to Volente pursuant to Section 10.01.

ARTICLE XV GENERAL PROVISIONS

15.01. 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*.

15.02. 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.

15.03. 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.]

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

15.05. 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.

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

15.07. 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.

15.08. 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.

15.09. 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, 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.

15.10. 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.

15.11. 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.

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

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

15.14. No Third-Party Beneficiaries. This ILA is for the sole benefit of the Parties. There are no third-party beneficiaries under this ILA except to the extent that the terms of any bond or insurance policy expressly provided for in this ILA may provide, and then only as may be provided in such bond or insurance policy.

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

**BRUSHY CREEK REGIONAL UTILITY
AUTHORITY**

By: _____
Nacole Thompson, President

Date: _____

VILLAGE OF VOLENTE

By: _____
Dan Thost, Mayor

Date: _____

Exhibits

- A. Site 4
 - A.1 Site Plan (pending modification by BCRUA)
 - A.2 Conditional Use Permit (pending completion by Village)
- B. Maintenance Building
 - B.1 Maintenance Building Elevation
 - B.2 Maintenance Building Floor Plan
- C. Intermediate Drop Shaft
- D. Tunnel Path
- E. Piezometers
- F. Sherman/Bernard right-of-way Usage
- G. Sherman/Lime Creek Road right-of-way Usage
- H. Jackson Street Redesign

DRAFT