



**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and the UBCWCID agree as follows:

**ARTICLE I  
DESCRIPTION OF DAM 14 REHABILITATION PROJECT**

- 1.01 The Dam 14 Rehabilitation Project will consist of repairing erosion on the downstream slope, longitudinal cracking on the dam crest, improving auxiliary spillway performance, and enhancing dam safety.
- 1.02 It is anticipated that the construction of the Dam 14 Rehabilitation Project will commence in May of 2023.

**ARTICLE II  
UBCWCID'S OBLIGATIONS**

- 2.01 UBCWCID shall, at its sole cost and expense, purchase a new bubbler and install the new bubbler where the existing bubbler is currently located in Dam 14/Meadow Lake, as generally shown in the attached Exhibit "A," incorporated herein by reference for all purposes.
- 2.02 UBCWCID shall, at its sole cost and expense, purchase, locate, and maintain solar panels outside of the Structure Easement of Dam 14 for the operation of the new bubbler as a temporary power solution, as generally shown in the attached Exhibit "A."
- 2.03 UBCWCID shall, at its sole cost and expense, purchase and install a new compressor cabinet for the temporary power solution, as generally shown in the attached Exhibit "A."
- 2.04 UBCWCID shall, at its sole cost and expense, fence around the temporary solar panels to protect it from vandalism.
- 2.05 UBCWCID shall continue to work expeditiously with the City and Oncor to determine the best feasible electrical route to serve as a permanent power solution for the operation of the new bubbler.
- 2.06 UBCWCID agrees to assist with any boring/trenching work needed for the new agreed upon electrical route.

**ARTICLE III  
CITY'S OBLIGATIONS**

- 3.01 City agrees once the temporary solar panels are operational and the new bubbler and cabinet are installed, and a feasible permanent power solution has been identified and agreed upon by the Parties, the City will terminate its account with

Oncor for the existing meter to allow Oncor to deactivate the power lines in the downstream side of the embankment and remove the existing power poles.

- 3.02 City agrees to continue to work expeditiously with UBCWCID and Oncor to determine the best feasible electrical route to serve as a permanent power solution for the operation of the new bubbler.
- 3.03 City agrees to reimburse UBCWCID for the construction of temporary road to service the Dam 14 Rehabilitation Project in an amount not to exceed Ninety-Nine Thousand Nine Hundred and No/100 Dollars (\$99,900.00), in lieu of City providing a shared construction entrance on the Fire Station No. 1 property. UBCWCID shall provide to City a copy of its contractor's pay application for the temporary road prior to reimbursement.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

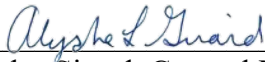
- 4.01 Execution. This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
- 4.02 Governing Law. This Agreement will be governed by the Constitution and laws of the State of Texas.
- 4.03 Succession. The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
- 4.04 Headings. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
- 4.05 Partial Invalidity. If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
- 4.06 Waiver. Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.
- 4.07 Amendments. This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

- 4.08 Cooperation. Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
- 4.09 Venue. All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
- 4.10 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
- 4.11 Representations. Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
- 4.12 Exhibits. All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

(Signatures on the following pages)

**UPPER BRUSHY CREEK WATER CONTROL  
AND IMPROVEMENT DISTRICT**

By:   
Alysha Girard, General Manager

Date: 12 MAY 23

Attest:

  
Lisa Moravitz

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Meagan Spinks, City Clerk

## Exhibit "A"

### General Exhibit of City of Round Rock Bubbler Relocation

