

INTERLOCAL COOPERATION AGREEMENT

This **Interlocal Cooperation Agreement** ("Agreement") is made and entered into effective as of the date of execution by authorized representatives of the parties, by and between the **City of Austin**, Texas ("Austin"), a Texas home rule municipal corporation, and the **City of Jonestown**, Texas ("Jonestown"), a Texas general law municipal corporation, acting by and through their authorized representatives.

Recitals.

Whereas, Austin and Jonestown (sometimes hereinafter collectively referred to as the "cities" or "parties") recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities;

Whereas, agreements that establish boundaries within which specific duties are performed and standards are applied in a convenient and cost effective manner to assure quality urban planning and development serve the best interests of all citizens;

Whereas, agreement regarding areas adjacent to the cities' respective corporate limits or extraterritorial jurisdiction ("ETJ") will assist and enhance the planning and development of capital improvement programs and services, and result in meaningful protection for the environment and valuable natural resources;

Whereas, Jonestown has requested that Austin release that portion of Austin's ETJ which is approximately 239 acres identified as Tract A in Exhibit "A" (the "2008 Jonestown Release Area") attached hereto and incorporated herein for all purposes, so that this area will be in Jonestown's ETJ and can be annexed into the Jonestown city limits and Austin has agreed to release the 2008 Jonestown Release Area to Jonestown as set out in this Agreement; and

Whereas, this Agreement will accomplish legitimate public purposes of both cities and will permit dependable urban planning that will benefit the environment and the public health, safety and welfare of our respective present and future citizens;

NOW, THEREFORE, pursuant to *Chapt. 791, Tex. Gov't. Code*, and *Chapt. 42, Tex. Loc. Gov't. Code*, and as otherwise authorized and permitted by the City Charter of Austin and the laws of the State of Texas, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the citizens of the cities, and subject to each and every term and condition of this Agreement, the parties contract, covenant and agree as follows:

Article One
Findings and Declarations.

Section 1.1. Fact Findings. The recitals hereinabove set forth are incorporated herein for all purposes and are found by the respective city councils of Austin and Jonestown to be true and correct. It is further found and determined that both the governing body of the City of Austin and the City of Jonestown have authorized and approved this Agreement by resolution duly adopted by such respective governing body, and such resolutions provide that the terms, provisions and conditions of such resolutions and this Agreement will be and become in full force and effect upon the execution of this Agreement by both of their respective authorized representatives.

Section 1.2. Water Protection Requirements. The application and enforcement of the Water Quality Regulations within the 2008 Jonestown Release Area, as those terms are hereinafter defined, are reasonable and necessary for the preservation and protection of water quality, the watersheds of both Jonestown and Austin, and valuable natural resources.

Article Two
Term and Nature of Agreement.

Section 2.1. Term of Agreement. The term of this Agreement shall commence on the date of signature by authorized representatives of both cities ("Effective Date").

Section 2.2. Intent and Purpose. The intent and purpose of this Agreement is to provide for the effective and efficient urban planning, the review and approval of land development, and the planning of future municipal services, for the geographic area described in Exhibit "A" (the "2008 Jonestown Release Area").

Section 2.3. Map. It is the stated intent and agreement of the parties that all references to the geographic areas described in Section 2.2 above (collectively the "2008 Jonestown Release Area" as used in this Agreement) refer to areas named and shown on the Map attached hereto as Exhibit "A" and incorporated herein for all purposes. If there is a conflict between the Map and word descriptions in this Agreement, the parties agree and intend that the Map designation shall control over any and all word descriptions; provided that to the fullest possible extent the Map and the word descriptions shall be construed and interpreted in a manner to give effect to both consistent with the law applicable to ascertaining the boundaries of political subdivisions.

Article Three
Actions By Jonestown.

Section 3.1. Ordinance Amendments. Within sixty (60) days of the effective date of this Agreement, Jonestown will amend its Subdivision Ordinance and its Site Development Ordinance to include the conditions and requirements that are hereinafter set forth in Section 3.2(c) (the "Water Quality Regulations") as requirements for the approval of subdivisions and land development in the 2008 Jonestown Release Area.

Section 3.2. Urban Planning. Jonestown will provide urban planning and will enforce the following requirements within the 2008 Jonestown Release Area, will review, provide oversight and inspect subdivisions and land development within the 2008 Jonestown Release Area, and will only approve subdivisions and land developments that are in compliance with the following requirements:

- (a) Application and enforcement of the Jonestown Subdivision Ordinance;
- (b) Application and enforcement of the Jonestown Site Development Ordinance;
- (c) The Water Quality Regulations, as follows:

(1) Lake Travis Critical Water Quality Zone (LTCWQZ). A critical water quality zone shall be established along and parallel to the shoreline of Lake Travis. For Lake Travis this coincides with the 681-foot contour line. The width of the critical water quality zone, measured horizontally inland, is 100 feet, or for a detached single-family residence, 75 feet.

Development within the LTCWQZ is prohibited, except that a boat dock, pier, wharf, or marina and necessary access and appurtenances are allowed. Within the LTCWQZ, approval by Jonestown or an agency designated by the Jonestown City Council of chemicals used to treat building materials that will be submerged in water is required before a permit may be issued or a site plan released.

(2) Development shall comply with the 2006 LCRA Highland Lakes Watershed Ordinance, as amended from time to time, and the 2006 LCRA Water Quality Management Technical Manual, as amended from time to time.

(3) Land used for the irrigation of wastewater effluent from a wastewater treatment facility shall be located above the 710-foot contour line.

(4) Impervious cover will be limited to twenty percent (20%) of the total site area over the Property for any lot developed with any retail, condominiums, apartments or office

commercial uses; provided that Jonestown may approve impervious cover up to twenty five percent (25%) of the total site area for those lots that are connected to a wastewater treatment facility. Total site area includes only those portions of a site that lie above the 681-foot contour line above mean sea level, as established by the United States Geological Survey in effect as of the date hereof.

(5) For residential lots in the 2008 Jonestown Release Area, density shall be subject to the following requirements:

(a) A minimum average lot size of one acre shall be maintained on all lots that are served by on-site septic systems.

(b) Density of lots served by on-site septic systems may not exceed one single-family unit per acre, provided that a minimum of 40% of the total site area is open space.

(c) Jonestown may approve density not to exceed 1.5 single family units per acre for lots that are connected to a wastewater treatment facility, provided that a minimum of 40% of the total site area is open space.

(d) Jonestown may approve additional density not to exceed 2 single family units per acre for lots that are connected to a wastewater treatment facility and for which a minimum of 40% of the total site area is open space according to the following requirements:

1. One additional single family unit for every two acres of land dedicated for irrigation of wastewater effluent;
2. One additional single family unit for each acre of land permanently preserved by instrument acceptable to Jonestown as undeveloped open space;
3. One additional single family unit for each living unit equivalent (LUE) of wastewater treatment capacity in excess of that required to serve the development that is used to disconnect existing on-site septic systems.

(6) Cut and fill is limited to four feet (4') maximum, provided that cut and fill over four feet (4') shall be permitted if the cut/fill slope is structurally engineered by a licensed structural engineer or terraced to control erosion and sedimentation.

(7) Development is prohibited on a slope with a gradient that exceeds thirty-five percent (35%). This prohibition

does not apply to a fence, driveway, road or utility that cannot be reasonably placed elsewhere, or a pedestrian facility.

(8) Detention of the 2-year storm for erosion control or, as an alternative, non-erosive conveyance of storm water to Lake Travis, will be provided as required under City of Austin Land Development Code Chapter 30-4 (drainage) and the City of Austin Drainage Criteria Manual.

(9) A building envelope that encompasses the limits of building disturbances will be established and required for residential construction on any lot.

(10) All of the 100-year flood plain located within the 2008 Jonestown Release Area shall be dedicated to Jonestown as a drainage easement in accordance with the City of Jonestown's development rules. For the purpose of this paragraph, the 100-year floodplain shall be determined based on fully developed conditions.

(11) Jonestown shall provide an annual status report to the Director of the City of Austin Planning and Development Review Department of the options used by developers to obtain additional density, which report shall include the following:

(a) developments that have connected to a wastewater treatment facility, (b) the number of septic systems that have been disconnected in the Release Area, (c) the number of acres dedicated for irrigation of wastewater effluent, and (d) the number of acres permanently preserved for open space.

Section 3.3. Enforcement and Compliance. The standards, regulations and conditions set forth in this Agreement for the review and approval of development within the 2008 Jonestown Release Area shall be applied and enforced by Jonestown, its officers, employees, agents and representatives, in a manner consistent with the wording and intent of this Agreement. They shall remain development regulations and requirements of Jonestown in the 2008 Jonestown Release Area. It shall be an event of default under this Agreement unless the standards and regulations set forth in this Agreement are applied and enforced in a manner consistent with the intent of this Agreement.

**Article Four
Actions By Austin.
Release of ETJ**

Section 4.1. ETJ Release. Austin will release to Jonestown the 2008 Jonestown Release Area. The release of ETJ to Jonestown will occur upon execution of this Agreement by both parties; provided that such release is subject to the condition that Jonestown agrees to the application and enforcement of the Water Quality

Regulations for the approval of subdivisions and land development, as set forth herein, within the 2008 Jonestown Release Area. It is the intent of the parties that the 2008 Jonestown Release Area be released to Jonestown and to no other municipality. In the event that this Agreement or the release of the 2008 Jonestown Release Area to Jonestown are found to be ineffective or invalid, the release of the 2008 Jonestown Release Area to Jonestown hereunder shall be void and the 2008 Jonestown Release Area shall be deemed never to have been released from Austin's ETJ.

Article Five General and Miscellaneous.

Section 5.1. Development Approval and Policy Making Authority.

Jonestown shall have exclusive responsibility for urban planning within the 2008 Jonestown Release Area that is consistent with this Agreement, and the approval of land development and subdivisions within the 2008 Jonestown Release Area in compliance with this Agreement. Jonestown shall further have control, supervision and policy making authority for and with respect to city services and future services within the 2008 Jonestown Release Area, to the fullest extent authorized by State law and not inconsistent with this Agreement.

Section 5.2. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the cities to undertake any other action or to provide any service within the 2008 Jonestown Release Area, except as specifically set forth in this Agreement.

Section 5.3. Jurisdiction. This Agreement shall not be deemed to extend or increase the jurisdiction or authority of either of the cities except as necessary to implement and give effect to this Agreement. All governmental and proprietary functions and services to be performed and provided by Jonestown within the 2008 Jonestown Release Area shall, except as provided otherwise by State law and in this Agreement, be and remain in the sole discretion of Jonestown. Nothing in this Agreement shall be deemed to be applicable to, or an attempt to limit or restrict, the legal rights, authority or jurisdiction of any other governmental entity.

Section 5.4. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the cities nor to create any legal rights or claims on behalf of any third party. Neither Austin nor Jonestown waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 5.5. Quality of Service. Except that Jonestown will review and approve or disapprove subdivisions and land development

within the 2008 Jonestown Release Area in compliance with the requirements set forth in Section 3.2, this Agreement is not intended to and shall not be deemed to establish any additional requirement for, or any specific or implied additional standard or quality for, any level of planning or service to be provided by Jonestown within the 2008 Jonestown Release Area. Provided that Jonestown shall enforce the planning and land development standards set forth in Section 3.2, the level and quality of urban planning and services to be provided within the 2008 Jonestown Release Area shall be established by Jonestown's budgets, appropriations, resolutions and ordinances adopted by its governing body in the exercise of its legislative discretion.

Section 5.6. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by both Austin and Jonestown and authorized by their respective governing bodies.

Section 5.7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 5.8. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 5.9. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date first written above.

Executed this the _____ day of _____ 2009.

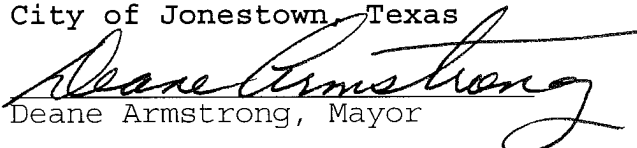
City of Austin, Texas

Marc A. Ott, City Manager


Attest:

Shirley Gentry, City Clerk

City of Jonestown, Texas


Deane Armstrong, Mayor

Attest:


~~Linda Hambrick~~ City Secretary

Meilee Plannstiel, Asst. City Secretary

EXHIBIT "A"
(General Word Description and Map of the
2008 Jonestown Release Area)

General Word Description of the 2008 Jonestown Release Area

Being that land located in Travis County, Texas located west of a line generally described as follows:

Beginning at the northwest corner of Red Wagon Ranchettes, Block A, Section 2, Lot 13C, revised plat park lot 13B;

Thence south with the eastern right-of-way (ROW) line of Trails End Road to the intersection of the eastern ROW line of Trails End Road with the northwest corner of Lots 14 and 15, Red Wagon Ranchettes, Section 2;

Thence east with the northern property boundary of Lots 14 and 15, Red Wagon Ranchettes, Section 2, to the northeast corner of said property;

Thence south with the eastern property boundary of Lots 14 and 15, Red Wagon Ranchettes, Section 2, to the northeast corner of Lot 16, approximately 16 acres below 715' Red Wagon Ranchettes, Section 2;

Thence south with the eastern property boundary of Lot 16, approximately 16 acres below 715' Red Wagon Ranchettes, Section 2 to the southeast corner of said property;

Thence west with the southern property boundary of Lot 16, approximately 16 acres below 715' Red Wagon Ranchettes, Section 2 to the intersection of said property boundary with the Travis County Emergency Service District (TCESD) No. 14's boundary;

Thence generally south with the meanders of TCESD No. 14's boundary to its intersection with that certain tract owned by the Trails End Property Owners Association identified by # TR2000067350 (the "TEPOA Tract");

Thence north with the western boundary line of the TEPOA Tract to its intersection with the westernmost boundary of Lot 31, Reserved Trails End Subdivision Resubdivision of Lots 13 and 14;

Thence south with the eastern boundary of Lot 31, Reserved Trails End Subdivision Resubdivision of Lots 13 and 14 to its southernmost corner;

Thence northwest with the boundary of Lot 31, Reserved Trails End Subdivision Resubdivision of Lots 13 and 14 to its intersection with the City of Jonestown's extraterritorial jurisdiction.

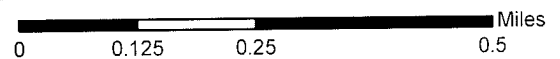


Jonestown ETJ Release Request

ETJ-07-007



City of Austin
NPZD
March 25, 2008



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|--|---------------------------------|--|---------------|--|----------------|
| | Proposed ETJ Release Area | | JONESTOWN | | AUSTIN ETJ |
| | Proposed Trails End Subdivision | | JONESTOWN ETJ | | CEDAR PARK ETJ |

