

# EXHIBIT

## "A"

### FIRST AMENDMENT TO AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE

**THIS FIRST AMENDMENT TO AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE** (this "Amendment") is entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and among **SIENA MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas operating under Chapters 49 and 54, of the Texas Water Code (the "District"), **HUTTO INDEPENDENT SCHOOL DISTRICT**, an independent school district located in Williamson County, Texas ("HISD"), and the **CITY OF ROUND ROCK**, a home rule municipality located in Williamson County, Texas (the "City"). The District, HISD, and the City are sometimes referred to individually as a "Party" and collectively as the "Parties".

#### RECITALS

**A.** The Parties previously entered into that certain Agreement for Pass-Through Wastewater Service dated effective June 4, 2019 (the "Agreement"), which sets forth the terms and conditions upon which the City and HISD may utilize the District's wastewater systems to provide wastewater service to the School Tract on a pass-through basis.

**B.** The Parties now desire to amend the Agreement as set forth hereinbelow.

#### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Capacity Charge Payment Deadline.** The third sentence of Section 2.C. of the Agreement is hereby deleted in its entirety and replaced with the following: "The Capacity Charge for each of the remaining 16 LUEs will be paid within ten days after a site plan application that includes such LUE(s) is approved by the applicable governmental authority, but in any event not later than five years after the Effective Date (the "Capacity Charge Payment Deadline")."

**2. Term.** Section 11. of the Agreement is hereby deleted in its entirety and replaced with the following: "This Agreement will be in force and effect until April 11, 2039."

**3. Defined Terms.** All terms delineated with initial capital letters in this Amendment that are defined in the Agreement have the same meanings in this Amendment as in the Agreement. Other terms have the meanings commonly ascribed to them.

**4. Effect of Amendment.** Except as specifically provided in this Amendment, the terms of the Agreement continue to govern the rights and obligations of the Parties, and all terms of the Agreement, as amended by this Amendment, will remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Agreement, this Amendment will control and modify the Agreement.

**5. Execution; Counterparts.** This Amendment may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. All executed counterparts of this Amendment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

[counterpart signature pages follow]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment to be executed effective as of the Effective Date.

**DISTRICT:**

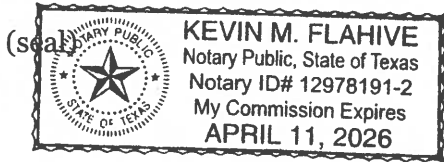
**SIENA MUNICIPAL UTILITY DISTRICT NO. 1**

By:   
Douglas Kuenstler, President  
Board of Directors

Date: April 19, 2023

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

This instrument was acknowledged before me on the 19<sup>th</sup> day of April, 2023, by Douglas Kuenstler, President of the Board of Directors of Siena Municipal Utility District No. 1, on behalf of said District.



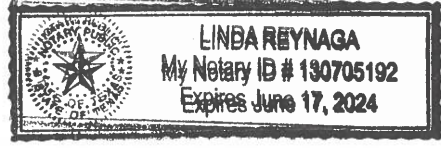
  
\_\_\_\_\_  
Notary Public Signature

**HISD:**

**HUTTO INDEPENDENT SCHOOL DISTRICT**

By: Celina Estrada Thomas  
Printed Name: Celina Estrada Thomas  
Title: Superintendent

Date: 3-30-23



THE STATE OF TEXAS

§  
§  
§

COUNTY OF Williamson

This instrument was acknowledged before me on the 30<sup>th</sup> day of March, 2023, by Celina Estrada Thomas, Superintendent of Hutto Independent School District, an independent school district located in Williamson County, Texas, on behalf of said independent school district.

(seal)

Linda Reynaga  
Notary Public Signature

**CITY:**

**CITY OF ROUND ROCK, TEXAS**

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

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



THE STATE OF TEXAS

§  
§  
§

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023, by Craig Morgan, Mayor of City of Round Rock, Texas, on behalf of said City.

(seal)

\_\_\_\_\_  
Notary Public Signature

