

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the “Agreement”) is by and between the City of Hutto, (“Hutto”) and the City of Round Rock (“Round Rock”) (all the above are also sometimes referred to herein collectively as the “Parties” or individually as a “Party”).

RECITALS

WHEREAS, the Pulte Homes of Texas, L.P., a Texas limited partnership (“Pulte”) intends to develop an approximately 31.54-acre tract (the “Transfer Area”) located inside the current boundaries of Round Rock’s city limits and Hutto’s sewer Certificate of Convenience and Necessity (“CCN”); and

WHEREAS, Pulte wishes to obtain retail sewer utility service for the Transfer Area from Round Rock rather than from Hutto; and

WHEREAS, pursuant to a separate Service Area Agreement, Hutto has agreed to allow Round Rock to provide retail sewer utility service to the Transfer Area (and Round Rock has agreed to provide retail sewer utility service to the Transfer Area) and thus has also agreed to the transfer of the Transfer Area from Hutto’s sewer CCN to Round Rock’s sewer CCN pursuant to the terms of this Agreement; and

WHEREAS, Hutto has agreed to allow Round Rock to provide retail sewer utility to the Transfer Area in exchange for payments by Pulte (or successor property owner) equal to \$500 per Living Unit Equivalent (“LUE”) contemporaneously with the recordation of the final plat for the Transfer Area but in any event prior to the issuance of any building permits by Round Rock within Transfer Area (the “Compensation”, as further described in that certain Compensation Agreement to be entered into between Hutto and Pulte contemporaneously herewith); and

WHEREAS, Round Rock has agreed that it will not issue building permits within the Transfer Area until receipt of written confirmation from Hutto that Hutto has received the Compensation;

WHEREAS, Round Rock has agreed to provide retail sewer utility service to the Transfer Area upon receipt of written confirmation from Hutto that Hutto has received the Compensation; and

WHEREAS, the Parties are authorized to make and enter into this Agreement under the Interlocal Cooperation Act, Texas Government Code, Chapter 791, (including but not limited to §§ 791.011 & 791.026) and other applicable laws of the State of Texas (including but not limited to Tex. Loc. Gov’t Code § 402.011).

NOW, THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hutto and Round Rock hereby contract and agree as follows:

TERMS

1.1 **Recitals.** The recitals set forth above are incorporated herein, and shall compose together with the terms agreed upon herein, the Agreement.

1.2 **Term.** This Agreement shall remain valid and enforceable until superseded by subsequent written agreement.

1.3 **Property Subject to the Agreement.** The property subject to this Agreement is the property identified as the “Transfer Area” as shown on Exhibit A.

1.4 **Notice of Applications for Building Permit.** Within 10 days of receipt of an application for a building permit within the Transfer Area, Round Rock will notify Hutto of the application and will provide notice to the applicant of its obligation to provide the Compensation to Hutto under this Agreement.

1.5 **Confirmation from Hutto.** Within 10 days of receipt of the Compensation from Pulte or a successor property owner, Hutto will provide confirmation to Round Rock that Hutto has received the Compensation.

1.6 **Issuance of Building Permit.** Round Rock will not issue a building permit within the Transfer Area until it has received confirmation from Hutto under Section 1.5 of this Agreement that Hutto has received the Compensation from Pulte or a successor property owner.

1.7 **Retail Sewer Utility Service.** Round Rock further agrees to not provide retail sewer utility service to any connection located in the Transfer Area until it has received confirmation from Hutto under Section 1.5 of this Agreement that Hutto has been compensated by Pulte or a successor property owner.

ARTICLE II **MISCELLANEOUS**

2.1 This Agreement shall be binding on Hutto and Round Rock, and shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement.

2.2 This Agreement is the entire agreement between the Parties hereto with respect to the subject matter hereof. No modifications of this Agreement shall be of any force or effect, whatsoever, except as by subsequent modification in writing signed by the Parties.

2.3 The provisions of this Agreement shall be governed by and construed and entered in accordance with the substantive laws of the State of Texas. Any action at law or in equity brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Williamson County, Texas.

2.4 The individuals executing this Agreement on behalf of the respective parties below represent that all necessary and appropriate action has been taken to authorize the individual who is

executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing, and that each individual affixing his or her signature is authorized to do so, and such authorization is valid and effective on the date hereof. If the authority of the individual executing this Agreement is subsequently challenged, the party for which the individual was acting shall take all steps necessary to ratify the authority of the individual.

2.5 This Agreement may be executed in multiple originals, either copy of which shall be considered an original.

2.6 This Agreement shall be effective on the date of execution below, the latter of which shall be the Effective Date.

2.7 No Party will be penalized for alleged authorship of a particular provision on judicial construction of this Agreement.


2.8 No Party to this Agreement shall initiate any litigation or arbitration challenging the validity or enforceability of any provision of this Agreement once it has been signed. The Parties reserve only their right to enforce the terms of this Agreement to the extent they are not fully performed by any other Party.

EXECUTED AND AGREED TO by the Parties hereto this 7th day of May,
2026.

CITY OF HUTTO

By: 
James Earr, CPM
City Manager

ATTEST


Laura Hallmark, City Secretary

EXECUTED AND AGREED TO by the Parties hereto this ____ day of _____, 2026.

CITY OF ROUND ROCK

By: _____
Brooks Bennett
City Manager

ATTEST

NAME

Title

EXECUTED AND AGREED TO by the Parties hereto this ____ day of _____, 2026.

City of Round Rock

By: _____
Brooks Bennett
City Manager