

# EXHIBIT

## A

### AGREEMENT FOR PASS-THROUGH WATER AND WASTEWATER SERVICE

#### [SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK]

THIS AGREEMENT FOR PASS-THROUGH WATER AND WASTEWATER SERVICE [WILLIAMSON COUNTY REGIONAL PARK] (this "Agreement") is entered into effective as of the Effective Date (defined below), by and among **VISTA OAKS MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code and formerly known as Williamson County Municipal Utility District No. 9 (the "District"), **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (the "County"), and the **CITY OF ROUND ROCK, TEXAS**, a home rule municipality located in Williamson County, Texas (the "City"). The City, the County, and the District are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

#### RECITALS:

A. The District receives wholesale water and wastewater service from the City under the Vista Oaks Municipal Utility District Amended and Restated Wholesale Water and Wastewater Agreement dated effective August 29, 2011 (the "Wholesale Agreement").

B. The County previously entered into a Water and Wastewater Service Contract dated effective April 25, 2002 (the "Original City Service Contract") with the City of Round Rock, Texas (the "City") and an Agreement Between Williamson County Municipal Utility District No. 9 and Williamson County for Pass-Through Water and Wastewater Service dated effective May 13, 2002 (the "Original Pass-Through Agreement"), with the District providing for retail water and wastewater service from the City to the property described on **EXHIBIT "A"**, which has now been developed as the Southwest Williamson County Regional Park (the "Park"), using the District's water and wastewater systems on a pass-through basis.

C. After the Original City Service Contract and the Original Pass-Through Agreement expired, the City and the District renewed their respective commitments to provide water and wastewater service to the Park using the District's water distribution and wastewater collection systems on a pass-through basis pursuant to (i) the Water and Wastewater Service Contract dated December 7, 2012 between the City and the County (the "Renewed 2012 City Service Contract"); and (ii) the Agreement for Pass-Through Water and Wastewater Service dated effective January 14, 2013 between the District and the County (the "2013 Pass-Through Agreement"), which was subsequently amended and restated in its entirety pursuant to that certain Amended and Restated Agreement for Pass-Through Water and Wastewater Service [Southwest Williamson County Regional Park] dated effective June 11, 2015 between the City, the County, and the District (the "2015 Pass-Through Agreement").

E. The County and the City have entered into a Water and Wastewater Service Contract dated effective \_\_\_\_\_ (the "Renewed City Service Contract") pursuant to which the City has renewed its agreement to provide water and wastewater service to the Park.

F. The 2015 Pass-Through Agreement has expired and the County, the City, and the District now desire to renew the terms and conditions of the 2015 Pass-Through Agreement as more particularly set forth herein.

## **AGREEMENT**

For and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, the District, the City, and the County contract and agree as follows:

**Section 1. Recitals.** The above and foregoing recitals are incorporated herein by reference.

### **Section 2. Pass-Through Water and Wastewater Service.**

A. Authorization of Pass-Through Service. Subject to the terms and conditions of this Agreement and the Renewed City Service Contract, the City may continue during the Term (defined below) to: (i) subject to the limitations and conditions of service set forth in Section 2.B below, connect the City's 8-inch water line along that runs along Sam Bass Road from the intersection of FM 1431 to the Park (such water line being depicted on EXHIBIT "C-2" and being defined herein as the "City Water Line Segment") to the County's water distribution system within the Park at the point of connection identified on EXHIBIT "C-2" (the "County Water Point of Connection") and to the District's water distribution system at the point of connection identified on EXHIBIT "C-2" (the "District Water Point of Connection") to provide up to 52 living unit equivalents ("LUEs") of potable retail water service to the Park under the Renewed City Service Contract using the District's water system on a pass-through basis; and (ii) connect the City's segment of wastewater line constructed to serve the Park (such segment being depicted on EXHIBIT "C-1" and being defined herein as the "City Wastewater Line Segment") to the County's wastewater collection system within the Park at the point of connection identified on EXHIBIT "C-1" (the "County Wastewater Point of Connection") and to the District's wastewater collection system at the point of connection identified on EXHIBIT "C-1" (the "District Wastewater Point of Connection") to provide up to 52 LUEs of retail domestic wastewater service to the Park under the Renewed City Service Contract using the District's water and wastewater systems on a pass-through basis. The City Water Point of Connection and the District Water Point of Connection are referred to in this Agreement individually as a "Water Point of Connection" and collectively as the "Water Points of Connection". Similarly, the County Wastewater Point of Connection and the District Wastewater Point of Connection are referred to in this Agreement individually as a "Wastewater Point of Connection" and collectively as the "Wastewater Points of Connection".

#### B. Limitations and other Conditions of Service.

1. Pass-through service under this Agreement is subject to the capacity of the District's facilities to provide such service after meeting all needs within the District and any contractual obligations existing as of the Effective Date. Further, notwithstanding anything else in this Agreement to the contrary, in no event will (a) the City or the County, without the prior written consent of the District, take more than 250,000 gallons per day, averaged over any consecutive 30-day period, of water from the District's water distribution system as measured at the water meter at the District Water Point of Connection, or (b) the City or the County, without the prior written consent of the District, deliver through the City Wastewater Line Segment or the District's wastewater collection system more than 52 LUEs of wastewater from the Park measured at each Wastewater Point of Connection. The District's Board of Directors will have the discretion to waive the limitations set forth in this Subsection upon written

request of the County and the City. Water service to the Park will be subject to, and the County agrees to be bound and abide by, the District's Water Conservation and Drought Contingency Plan, as amended from time to time.

2. The District will continue to have a guaranteed reservation and commitment of 1,400 LUEs of water and wastewater capacity from the City under the Wholesale Agreement. None of the LUEs of capacity guaranteed and reserved to the District under the Wholesale Contract will be utilized to serve the Park under this Agreement. Instead, the City is committing 52 LUEs of water and wastewater capacity directly to the Park and will simply be using the District's systems to provide retail water and wastewater service to the Park on a pass-through basis.

3. To the extent that the County desires to make improvements to the Park that would impact water usage and/or wastewater generation, the County must submit all plans and specifications for such improvements to the District prior to construction of such improvements so that the District may confirm that water utilized and wastewater generated from such improvements will not exceed the maximum limits set forth in this Agreement. Each submission must include an engineer's calculation of LUEs of water and wastewater service proposed and the peak wet weather wastewater flows that will be generated by the improvements, and such calculation will be subject to confirmation and approval by the District. Further, within ten days after approval by the City, the County will provide the District with a copy of all approved site plans, and amendments thereto. The County will be solely responsible for the cost of any infrastructure improvements to the County's or the City's water or wastewater systems that are necessary to enable the City to provide retail water and wastewater service to the Park.

4. The County and the City will be responsible for ensuring that all discharges of industrial waste from the Park comply with federal, state, and municipal requirements regarding pretreatment and monitoring of industrial waste and other prohibited waste. Any compliance or enforcement efforts or pretreatment requirements will be established and monitored by the City in accordance with the City's ordinances; however, the District will be entitled to inspect the facilities constructed to serve the Park and the connections at the Wastewater Points of Connection and to test the wastewater received at the Wastewater Points of Connection. If any test reflects that any wastewater other than domestic wastewater is being received at the Wastewater Points of Connection, pretreatment of such wastewater will be required, in accordance with the City's ordinances, at the expense of the discharging party. The City will not impose any fee, charge, or fine upon the District for any violation of any ordinance, rule, regulation, or agreement caused by wastewater received at the Wastewater Points of Connection, nor will the City impose upon the District any surcharge that is caused by wastewater received at the Wastewater Points of Connection.

5. Except as expressly authorized by this Agreement for pass-through water and wastewater service to the Park, neither the County nor the City may connect, or allow any other person or entity to connect, directly or indirectly (for example, to the City Water Line Segment, the City Wastewater Line Segment, or to the water or wastewater systems in the Park), any facilities, persons, or

property to the District's water or wastewater utility systems without the prior written consent of the District. If the County or the City does so, the District may immediately terminate this Agreement and/or require the County or the City, as applicable, to immediately terminate service to the facilities, persons, or property that have been connected in violation of this Agreement. The District reserves the right to deny for any reason any request by the County or the City to increase the level of service under this Agreement or to serve any facilities, persons, or property outside of the Park.

C. Wastewater Lift Station Operation and Maintenance Payment. On or before October 31<sup>st</sup> of each year during the term of this Agreement, the County will pay the District an annual fee of \$2,340, representing \$3.75 per LUE per month for the operation and maintenance of the District's lift station used to provide pass-through wastewater service to the Park under this Agreement. This payment will be in addition to any other payments required by this Agreement. Interest charges for any overdue payment shall be paid by County in accordance with Texas Government Code Section 2251.025. The \$3.75 per LUE charge may be adjusted by the District annually to reflect the actual reasonable and necessary costs of operating and maintaining the lift station; provided, however, the District shall provide written notice to the County of any adjustment at least 30 days prior to the effective date of such adjustment.

D. Water Metering. The amount of water passed through the District's water system will be measured by meters at the District Water Point of Connection and the County Water Point of Connection capable of measuring and recording the amount of water that passes through the meters in a 24-hour period of time. As of the date of this Agreement, metering equipment and related facilities required to properly measure the quantity of water delivered to the Park have been designed, installed, and constructed at the District Water Point of Connection. As of the date of this Agreement, metering equipment and related facilities required to properly measure the quantity of water delivered to the Park at the County Water Point of Connection have been designed, installed, and constructed by the City. Any new and/or additional metering equipment and related facilities must be approved by the District's engineer and the City's Water and Wastewater Department prior to installation and construction. Any existing metering equipment may not be moved or relocated without the District's consent. The City will operate and maintain the metering equipment. The District will have the right to install a flow regulator to better facilitate the enforcement of this Agreement. Installation of the flow regulator will be at the sole discretion of the District.

E. Payment for Retail Service. The County will pay the City directly for retail water and wastewater services furnished to the Park pursuant to the Renewed City Service Contract.

F. Early Termination of Pass-Through Water Service to the Park. The City is currently working on a plan to construct improvements to its water distribution system that will allow the City to provide the Park with water service directly from City-owned water facilities without the necessity of using the District's water system on a pass-through basis. Therefore, as the aforementioned improvements near final completion, City will provide the District and County with written notice of such fact and, upon the date that is 60 days after the District and the County's receipt of such notice, the City will no longer be able to utilize any District facilities to provide water service to the Park, all provisions in this Agreement regarding pass-through water service will be terminated,

and all other provisions of this Agreement shall otherwise continue in full force and effect.

**Section 3. Default.** In the event of default by a Party, each nondefaulting Party may give to the defaulting Party written notice of such default specifying the failure or default in question. If the defaulting Party fails to fully cure the default specified in such notice within thirty days after receipt of such notice, each nondefaulting Party will have the right to terminate this Agreement as of the date of the event of the default and/or pursue all other legal or equitable remedies. Each nondefaulting Party may employ attorneys to pursue its legal rights and, if it prevails before any court or agency of competent jurisdiction, the defaulting Party will be obligated to pay all expenses incurred by the nondefaulting Party, including reasonable attorneys' fees. In addition to all other remedies available to the District, if, for any reason, the County or the City violates any provision of this Agreement, the District will, after the notice and opportunity to cure period described above, have the right to disconnect the County from the District's systems and to terminate this Agreement if, in which event, the County will be solely responsible for all actual costs and standard District fees related to disconnection from the District's systems.

**Section 4. Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances will not be affected thereby.

**Section 5. Modification.** This Agreement will be subject to change or modification only with the mutual written consent of all Parties.

**Section 6. Assignability.** This Agreement will not be assignable by the County or the City, in whole or in part, without the prior written consent of the Board of Directors of the District.

**Section 7. Applicable Law.** This Agreement will be governed by, and construed in accordance with the laws of the State of Texas. All of the obligations contained in this Agreement are performable in Williamson County, Texas.

**Section 8. Parties at Interest.** This Agreement will be for the sole and exclusive benefit of the Parties hereto and will never be construed to confer any benefit to any third party.

**Section 9. Waiver.** Each Party may specifically, but only in writing, waive any breach of this Agreement by another Party, but no such waiver will be deemed to constitute a waiver of similar or other breaches by such other Party.

**Section 10. Notices.** All notices to the District must be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Vista Oaks Municipal Utility District  
c/o Armbrust & Brown, PLLC  
Attn: Jenn Scholl  
100 Congress Avenue, Suite 1300  
Austin, Texas 78701

*with a copy to:*

Vista Oaks Municipal Utility District  
c/o Crossroads Utility Services LLC  
Attn: Ben Ingallina  
2601 Forest Creek Drive  
Round Rock, TX 78665

All notices to the County must be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Williamson County  
c/o: Steven Snell, County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

*with a copy to:*

Williamson County  
c/o: T. W. Dieckmann, Williamson County Parks Director  
219 Perry Mayfield  
Leander, TX 78641

All notices to the City must be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

City of Round Rock  
c/o City Manager  
221 East Main Street  
Round Rock, Texas 78664

*with a copy to:*

City of Round Rock  
c/o: Sheets & Crossfield, PLLC  
Attn: Steve Sheets  
309 East Main Street  
Round Rock, TX 78664

Any Party may change its address by giving written notice of such change to the other Parties.

**Section 11. Term.** This Agreement will commence as of the Effective Date and remain in effect until August 29, 2051 (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will continue from month-to-month (each, a "Renewal Term") until either Party gives 60 days' written notice of such Party's desire to terminate this Agreement to the other Party. The Initial Term, together with any Renewal Terms are referred to collectively as the "Term".

**Section 12. Effective Date.** The effective date of this Agreement (the "Effective Date") will be the 7th day of December, 2022.

**Section 13. Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which will for all purposes, be deemed to be an original, and all such counterparts will together constitute and be one and the same instrument.

**Section 14. Entire Agreement.** This Agreement, including Exhibits, constitutes the entire agreement of the Parties and, upon the Effective Date, supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the 2015 Pass-Through Agreement; provided, however, that the Renewed City Service Agreement will continue in effect in accordance with its terms.

**Section 15. Authority.** Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement and all related documents. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective Party.

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

\* \* \*

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO**  
**AGREEMENT FOR PASS-THROUGH WATER AND WASTEWATER SERVICE**  
**[SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK]**

**DISTRICT:**

**VISTA OAKS MUNICIPAL UTILITY  
DISTRICT**

\_\_\_\_\_  
Heath Reed-Green, President  
Board of Directors



**COUNTERPART SIGNATURE PAGE TO**  
**AGREEMENT FOR PASS-THROUGH WATER AND WASTEWATER SERVICE**  
**[SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK]**

**COUNTY:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Steven Snell, County Judge

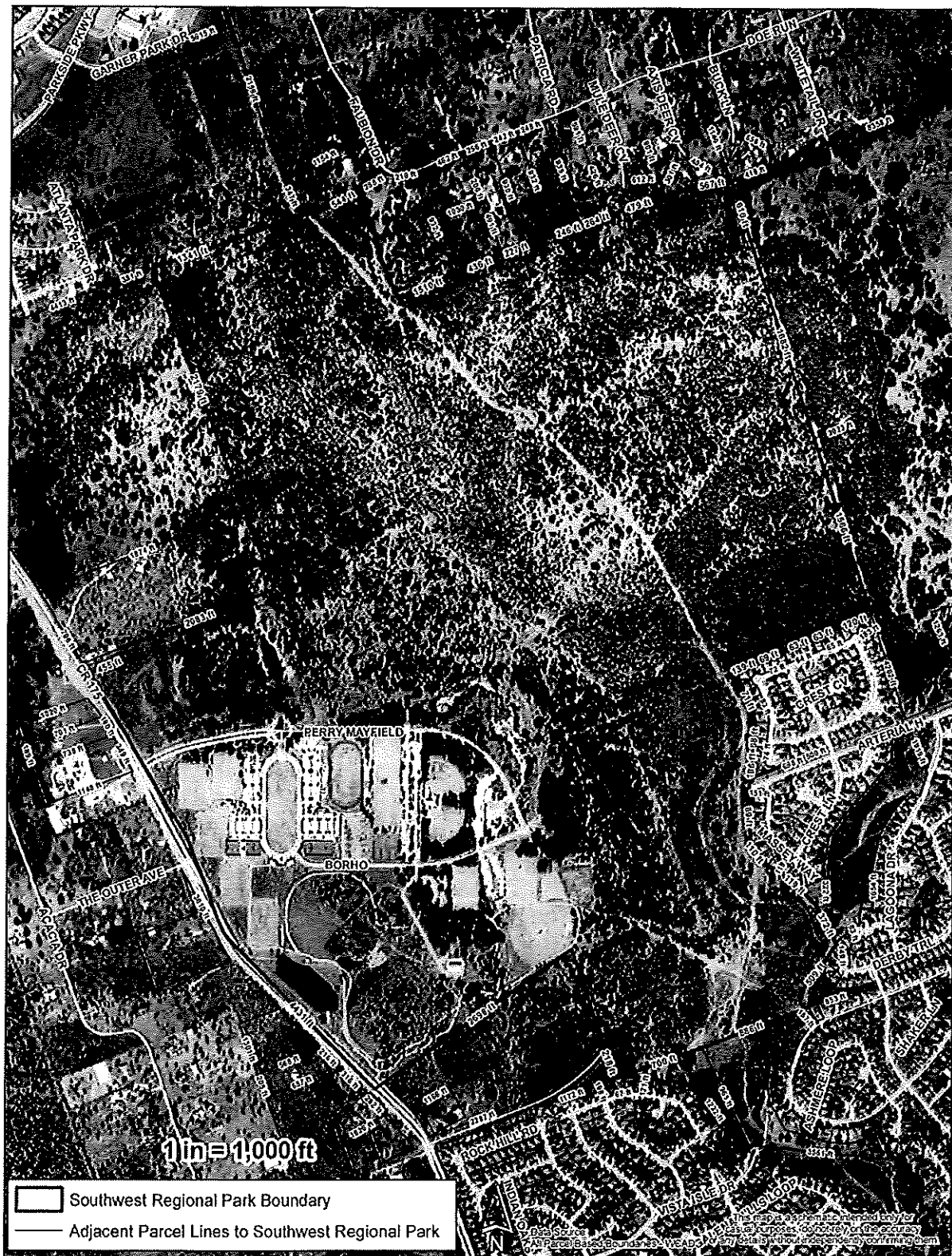
**COUNTERPART SIGNATURE PAGE TO**  
**AGREEMENT FOR PASS-THROUGH WATER AND WASTEWATER SERVICE**  
**[SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK]**

**CITY:**

**CITY OF ROUND ROCK, TEXAS**

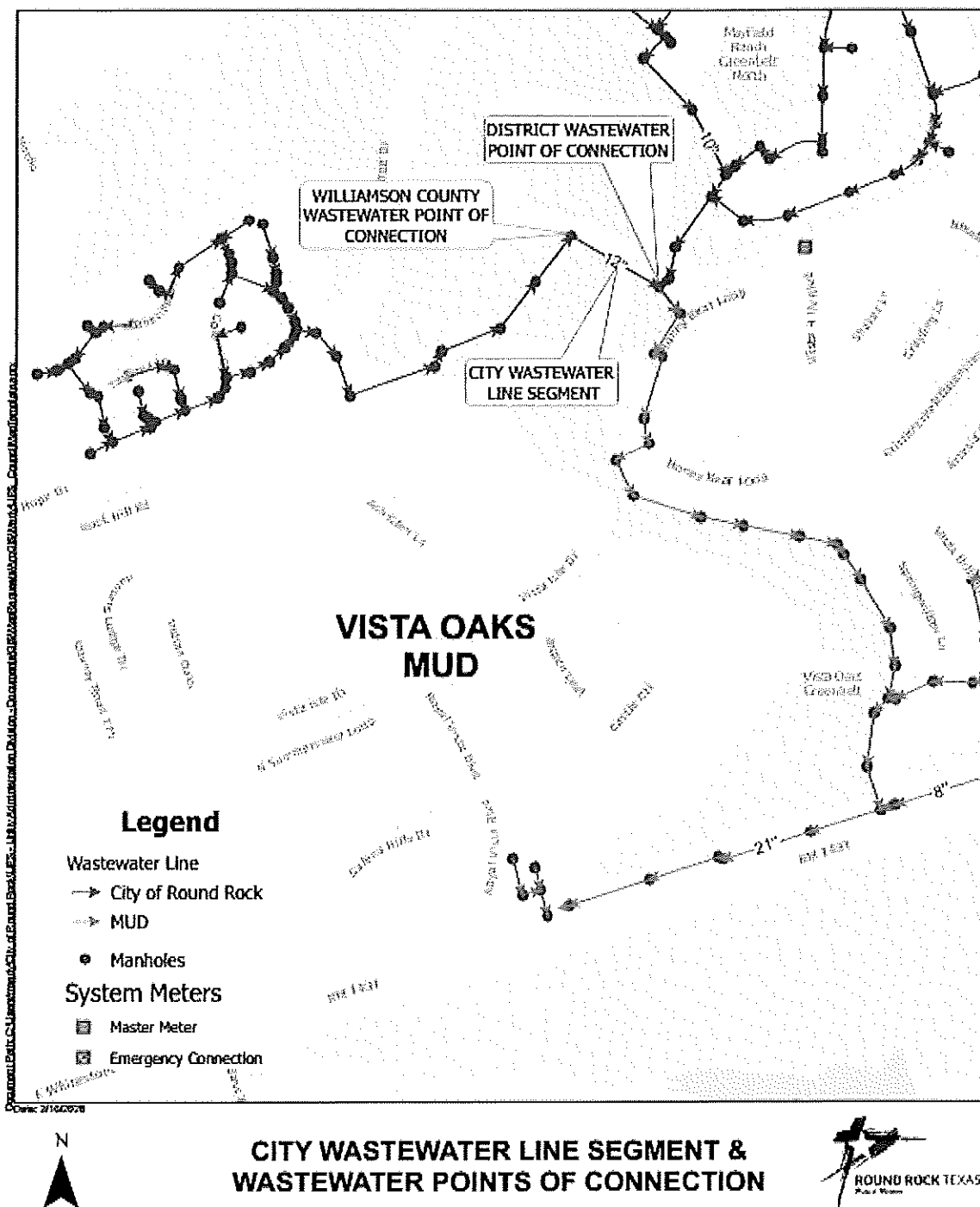
By: \_\_\_\_\_  
Craig Morgan, Mayor

**EXHIBIT "A"**  
**PARK PROPERTY**

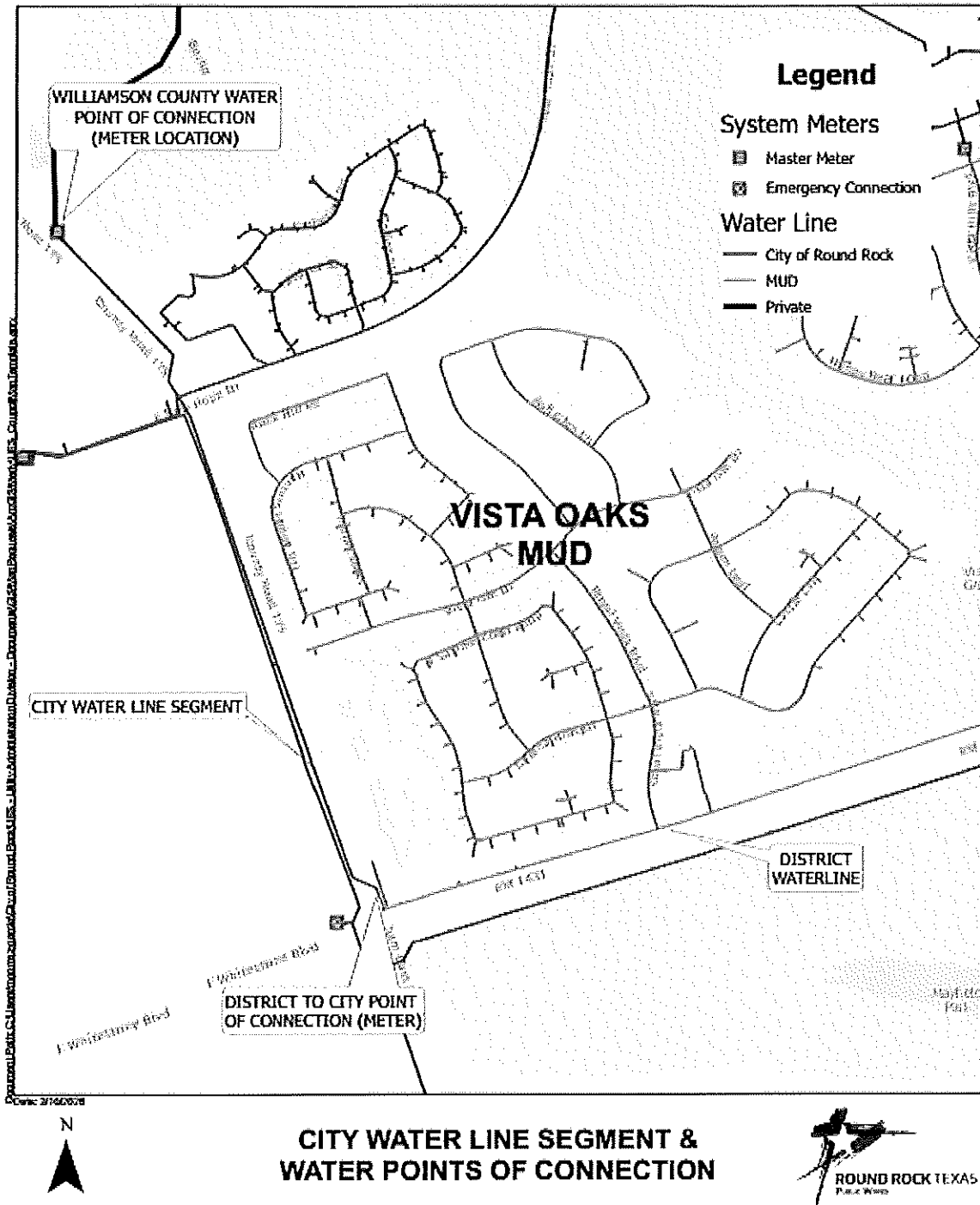


**EXHIBIT “B”**  
**RENEWED CITY SERVICE CONTRACT**

**EXHIBIT "C-1"**  
**WASTEWATER EXHIBIT**



# **EXHIBIT "C-2"** **WATER EXHIBIT**



**CITY WATER LINE SEGMENT &  
WATER POINTS OF CONNECTION**