

EXHIBIT

A

SERVICE AREA AGREEMENT

This Service Area 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, Hutto operates retail sewer utility that holds sewer Certificate of Convenience and Necessity (“CCN”) No. 20122 in Williamson County; and

WHEREAS, Round Rock operates a retail sewer utility that holds sewer CCN No. 20421 in Williamson County; and

WHEREAS, Hutto and Round Rock find it mutually advantageous to amend their respective CCN service area boundaries by agreement pursuant to Texas Water Code § 13.248, in order to achieve and maintain efficient and affordable retail sewer service to their respective customers; and

WHEREAS, pursuant to Texas Water Code §13.248, contracts between retail public utilities designating areas to be served, when approved by the Public Utility Commission (“PUC”), are valid and enforceable and are incorporated into the appropriate CCNs; and

WHEREAS, Hutto and Round Rock mutually desire to enter into this Agreement setting forth the terms and conditions pursuant to which they will designate areas to be served and to request the PUC to incorporate such designations into the above-identified sewer CCNs held by Hutto and Round Rock;

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:

ARTICLE I 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 This Agreement shall remain valid and enforceable until superseded by subsequent written agreement, duly executed by Hutto and Round Rock, and approved Pulte in writing (such approval not to be unreasonably withheld, conditioned or delayed).

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 Transfer of Sewer Utility Service Area. Hutto consents and agrees to allow Round Rock to provide retail sewer utility service within the Transfer Area. Round Rock consents and agrees to provide retail sewer utility service within the Transfer Area.

1.5 Retail Service. Hutto hereby consents to Round Rock providing retail sewer service to the Transfer Area during the pendency of the 13.248 Application. Round Rock hereby agrees to provide retail sewer service to the Transfer Area during the pendency of the 13.248 Application.

1.6 Compensation. By separate agreement, Hutto and Round Rock entered into an Interlocal Cooperation Agreement addressing compensation to be paid to Hutto related to Round Rock's provision of retail sewer service to the Transfer Area.

1.7 PUC Approval. As soon as practical, but in no event later than ninety (90) days after the Effective Date, the parties agree to jointly submit this Agreement to the PUC pursuant to Texas Water Code § 13.248, along with a written petition as required by 16 Texas Administrative Code § 24.253 and such other documents that may be required in order to request approval of the transfers of certificated service territories contemplated under Section 1.4 of this Agreement. In the event the PUC does not authorize the transfer of certificated service territories so contemplated, or requires additional evidence, documentation, maps, or action from the Parties, the Parties shall promptly and jointly prepare and submit such cures or additional applications as may be necessary to attain PUC Approval.

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 R. Earp, CPM
City Manager

ATTEST


Laura Hallmark, City Secretary

City of Round Rock

By: _____
Brooks Bennett
City Manager

ATTEST

Printed Name

Signature

Title

EXHIBIT "A"



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Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 31.5437 ACRES (1,374,045 SQUARE FEET) OUT OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 1.000 ACRE TRACT CONVEYED TO TRAVIS D. JOHNSON AND WIFE EDELGUNDE JOHNSON, RECORDED IN VOLUME 812, PAGE 564 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.W.C.T.), AND BEING ALL OF A CALLED 31.172 ACRE TRACT ALSO CONVEYED TO TRAVIS D. JOHNSON AND WIFE EDELGUNDE JOHNSON, RECORDED IN VOLUME 663, PAGE 164 (D.R.W.C.T.), SAVE AND EXCEPT A CALLED 0.660 ACRE TRACT CONVEYED TO THE CITY OF ROUND ROCK IN DOCUMENT NO. 2005064948 OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 31.5437 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, at an iron rod with illegible cap found at the southeast corner of said 0.660 acre tract, being the east right-of-way line of Red Bud Lane, also known as County Road 122 (R.O.W varies) and on the north line of Lot 1, Block 1 of the Greenfields Subdivision recorded in Cabinet D, Slide 166-167 of the Plat Records of Williamson County, Texas (P.R.W.C.T.), same being the south line of said 31.172 acre tract, for southwest corner hereof;

THENCE, with the east line of said 0.660 acre tract, being the east right-of-way line of said Red Bud Lane and the west line hereof the following two (2) courses and distances:

- 1) **N02°34'47"W**, a distance of **436.18** feet to an iron rod with illegible cap found for an angle point hereof,
- 2) Along the arc of a curve to the left, whose radius is **4550.00** feet, whose arc length is **335.05** feet and whose chord bears **N04°40'01"W**, a distance of **334.98** feet to an iron rod with illegible cap found at the southwest end of a cutback at the intersection of the east right-of-way line of said Red Bud Lane and the south right-of-way line of County Road 123 (R.O.W. varies) for an angle point hereof,

THENCE, with the said cutback, **N44°26'34"E**, a distance of **61.73** feet to an iron rod with illegible cap found on the south right-of-way line of said County Road 123 for the northwest corner hereof,

THENCE, with the south right-of-way line of said County Road 123 and the north lines of said 31.172 acre tract and said 1.000 acre tract, the following seven (7) courses and distances:

- 1) **S83°44'32"E**, a distance of **793.10** feet to a ½" iron pipe found for the northwest corner of said 1.000 acre tract and an angle point hereof,
- 2) **S83°46'14"E**, a distance of **188.96** feet to an iron rod with illegible cap found for an angle point hereof,
- 3) **S84°02'55"E**, a distance of **19.90** feet to a ½" iron pipe found for the northeast corner of said 1.000 acre tract and an angle point hereof,
- 4) **S83°54'13"E**, a distance of **230.93** feet to an iron rod with illegible cap found for an angle point hereof,
- 5) **S84°29'37"E**, a distance of **389.09** feet to an iron rod with illegible cap found for an angle point hereof,

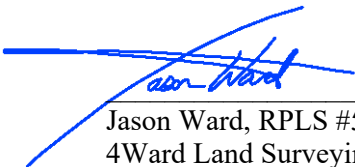
- 6) **S89°06'13"E**, a distance of **153.69** feet to an iron rod with illegible cap found for an angle point hereof,
- 7) **N86°55'47"E**, a distance of **169.17** feet to a calculated point for the northeast corner of said 31.172 acre tract, being the northwest corner of Oak Bluff Estates - Phase 2, a subdivision recorded in Cabinet F, Slide 253-259 (P.R.W.C.T.), and being the northeast corner hereof,

THENCE, leaving the south right-of-way line of said County Road 123, and with the west line of Block A of said Oak Bluff Estates – Phase 2, being the east line of said 31.172 acre tract and the east line hereof, **S02°35'10"E**, a distance of **622.48** feet to a ½” iron rod found on the west line of Lot 11, Block A of said Oak Bluff Estates- Phase 2, at the northeast corner of Lot 12, Block 2 of said Greenfields Subdivision and the southeast corner of said 31.172 acre tract and hereof,

THENCE, with the north line of Block 2 and Block 1 of said Greenfields Subdivision and the south line of said 31.172 acre tract, **S89°11'34"W**, a distance of **1960.15** feet to the **POINT OF BEGINNING**, and containing 31.5437 Acres (1,374,045 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000115421038. See attached sketch (reference drawing: 00643_update.dwg)



Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

7/27/2021

