

EXHIBIT

“A”

**AMENDED AND RESTATED AGREEMENT FOR PASS-THROUGH
WATER AND WASTEWATER SERVICE**

[SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK]

**THIS AMENDED AND RESTATED 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 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, a copy of which is attached as **EXHIBIT “B”** (the “*Renewed 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 “*District/County Pass-Through Agreement*”).

D. The City has since acquired ownership of a segment of the 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*”) as well as ownership of the County’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*”). The Parties intend that the City Wastewater Line Segment and the City Water Line Segment continue to be used to provide retail service to the Park on a pass-through basis and desire to enter into this Agreement to set forth the terms and conditions on which the City and the County may utilize the District’s systems to provide water and wastewater service to the Park on a pass-through basis.

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, for a period of ten years from the date of the Renewed City Service Contract (the "Service Period"), the City may (i) subject to the limitations and conditions of service set forth in Section 2.B below, connect 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 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 31st 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. Metering equipment and related facilities required to properly measure the quantity of water delivered to the Park at the County Water Point of Connection will be designed, installed, and constructed by the City. The design, plans, and specifications for the meter at the County Water Point of Connection and 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, and 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.

Section 3. Cost-Sharing for Arterial H Fencing. The County has advised the District that the County intends to construct the first two lanes of Arterial H, a proposed roadway connecting the Mayfield Ranch development to Sam Bass Road (County Road 175) as generally depicted on **EXHIBIT "D"**, within 18 months after the Effective Date. A portion of Arterial H will be immediately adjacent to the District. In order to mitigate potential adverse effects that Arterial H and its traffic will have on residents of the District, which are also residents of the County, the District is planning to upgrade the subdivision fencing that runs along Arterial H adjacent to the northwestern boundary of the District from Sam Bass Road (County Road 175) to 4341 Rock Hill Road, as generally depicted on **EXHIBIT "D"** (the "Arterial H Fence"), and the County has agreed to share in the costs of such fence. Accordingly, as a material part of the consideration for this Agreement, if the District elects to proceed with the construction of the Arterial H Fence, (a) the County will reimburse the District for 50% of the District's total costs to survey, design, and construct the Arterial H Fence within 30 days

after notice from the District that the Arterial H Fence has been completed; and (b) the County or the City, as applicable depending on ownership of the Arterial H right-of-way at the time, will grant the District an easement for purposes of constructing and maintaining the Arterial H Fence. If for any reason the District is unable to construct the Arterial H Fence in a timely manner, the County may elect to construct the Arterial H Fence and the District will reimburse the County for 50% of the District's total costs to survey, design, and construct the Arterial H Fence within 30 days after notice from the County that the Arterial H Fence has been completed. Interest charges for any overdue payment under this Section 3 shall be paid by the responsible Party in accordance with Texas Government Code Section 2251.025.

Section 4. 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 5. 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 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 6. Modification. This Agreement will be subject to change or modification only with the mutual written consent of all Parties.

Section 7. 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 8. 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 9. 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 10. 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 11. 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: John W. Bartram
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with a copy to:

Vista Oaks Municipal Utility District
c/o Crossroads Utility Services LLC
Attn: Andrew Hunt
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: Dan A. Gattis, County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

with a copy to:

Williamson County
c/o: Randy Bell, 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, P.C.
Attn: Charlie Crossfield
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 12. Term. This Agreement will be in force and effect for a term of ten years from the date of the Renewed City Service Contract.

Section 13. Effective Date. The effective date of this Agreement (the “*Effective Date*”) will be the date that the District executes this Agreement after receipt of fully executed counterparts from the County and the City.

Section 14. 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 15. 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 District/County Pass-Through Agreement; provided, however, that the Renewed City Service Agreement will continue in effect in accordance with its terms.

Section 16. 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 of the respective Party.

* * *

[signature page follows]

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

DISTRICT:

**VISTA OAKS MUNICIPAL UTILITY
DISTRICT**

Douglas Mink, President
Board of Directors

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

EXHIBIT "A"
PARK PROPERTY



EXHIBIT "B"
RENEWED CITY SERVICE CONTRACT

WATER AND WASTEWATER SERVICE CONTRACT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Water and Wastewater Service Contract ("Contract") is made and entered into by and between the CITY OF ROUND ROCK, a home-rule city, hereinafter referred to as "City", and WILLIAMSON COUNTY, hereinafter referred to as "Purchaser". For and in consideration of the premises and the mutual agreements, covenants, and conditions hereinafter set forth, the parties hereto contract and agree as follows:

Article I. Provision of Water and Wastewater Service

1.01. City agrees to sell Purchaser water and wastewater service required by Purchaser for domestic uses on an as-needed basis, for the property described more fully in as Exhibit "A" attached hereto and made a part of this Contract (the "Property").

1.02. City's obligation to provide water and wastewater services under this Contract is subject to the capacity of City's facilities to provide water and wastewater services to Purchaser after meeting the municipal, domestic, commercial, and industrial needs within City's corporate limits, and after meeting any contractual obligations existing as of the date of execution of this Contract, but in no event shall the City be obligated to provide more than 250,000 gallons per day, averaged over any consecutive thirty (30) day period, and no more than fifty-two (52) Living Unit Equivalents (LUE's) of wastewater service. However, notwithstanding anything else in this Contract to the contrary, City shall make all reasonable efforts to provide the water and wastewater services described herein in order to ensure that Purchaser is capable of receiving up to 250,000 gallons per day, averaged over any consecutive thirty (30) day period, and up to fifty-two (52) Living Unit Equivalents (LUE's) of wastewater service.

1.03. Purchaser agrees to abide by all voluntary and mandatory conservation and use restrictions imposed by City on its own citizens. Purchaser is solely responsible for the construction of any and all lines servicing the Property, including the negotiations of any and all easements or pass-through agreements with other entities. It is acknowledged by Purchaser that water and wastewater services will pass through Vista Oaks M.U.D., and that it is Purchaser's obligation to obtain approval of said pass through.

Article II. Rates

2.01. Purchaser agrees to pay City for all water delivered to Purchaser plus the base charge at the same rate as for retail customers located within the city limits as provided by Sec.44-29 (f) of the Round Rock Code of Ordinances (2010 Edition). Purchaser agrees to pay City for all wastewater service at the same rate as for retail customers located within the city limits plus the base charge as provided by Sec. 44-30 (a) of the Round Rock Code of Ordinances

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(2010 Edition). The calculation of the volume of wastewater to be billed each month will be as follows.

2.02 Until the City has collected historical water use data through March 1, 2013, the wastewater volume charge will be calculated as fifty percent (50%) of the actual water use for each billing period.

2.03 After the City has collected the historical water use data through March 1, 2013, the wastewater volume charge will be calculated as fifty percent (50%) of the average monthly water use for the prior year and this average monthly water use will be billed for the next 12-months (March 2013 through February 2014). The average monthly water use will be calculated annually as the total water billed in the previous 12-months (March – February) then divided by 12.

2.04. City shall render a monthly bill to Purchaser for wastewater service and water consumed. Payment shall be made no later than the tenth (10th) day following the mailing of the bill. Failure by Purchaser to make a payment when and as specified will give City the option to terminate all obligations of City under this Contract.

2.05. Purchaser shall be subject to all provisions of the Utility Billing Policy contained in Sec. 44-31 of the Round Rock Code of Ordinances (2010 Edition), and as amended from time to time.

Article III. Compliance with Ordinances

3.01. Purchaser agrees to comply with all of City's ordinances as they now exist or as they are amended from time to time regarding conservation of water and the sanitary use of water or the wastewater treatment system.

3.02. Purchaser agrees to take all reasonable precautions to maintain the sanitary condition of City's water supply system.

Article IV. Force Majeure

4.01. In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, then the obligations of that party, to the extent affected by the force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of the inability. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to equipment, pipelines, or canals, partial or entire failure of water supply, and any other inabilities of either party, whether similar

to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall relieve City from liability to Purchaser for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Purchaser of its obligation to make payments to City as provided in this Contract.

Article V. Term

5.01. The term of this Contract shall be for a term of ten (10) years from the date hereof.

Article VI. Inspection and Construction Issues

6.01 As the property owned by Purchaser is all currently outside the city limits, no building permits or inspections will be required or made by the City; however, the City will inspect only the connection where the water and wastewater services are connected to the City system. No other City requirements or fees for development, including, but not limited to, building permits, inspection fees, detention facilities or payments, or any other such obligations shall be required until said annexation and platting occurs.

Article VII. Miscellaneous Provisions

7.01. Purchaser agrees that it is prohibited from selling or giving water purchased herein to anyone else.

7.02. Purchaser shall be permitted to assign its rights herein to a bona fide purchaser of its property as long as the intended use of the water remains the same or similar.

7.03. This Contract shall be construed under and in accordance with the laws of the State of Texas, and any and all actions brought to enforce the term of this Contract shall be brought in Williamson County.

7.04. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

7.05. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

7.07. The violation by Purchaser of any of City's ordinances related to the use or disposition of water and wastewater shall render this Contract voidable at the option of City.

EXECUTED, in duplicate, at Round Rock, Williamson County, Texas, on the _____ day of _____, 2012.

SELLER:

ATTEST:

Sara White
Sara White, City Clerk

CITY OF ROUND ROCK

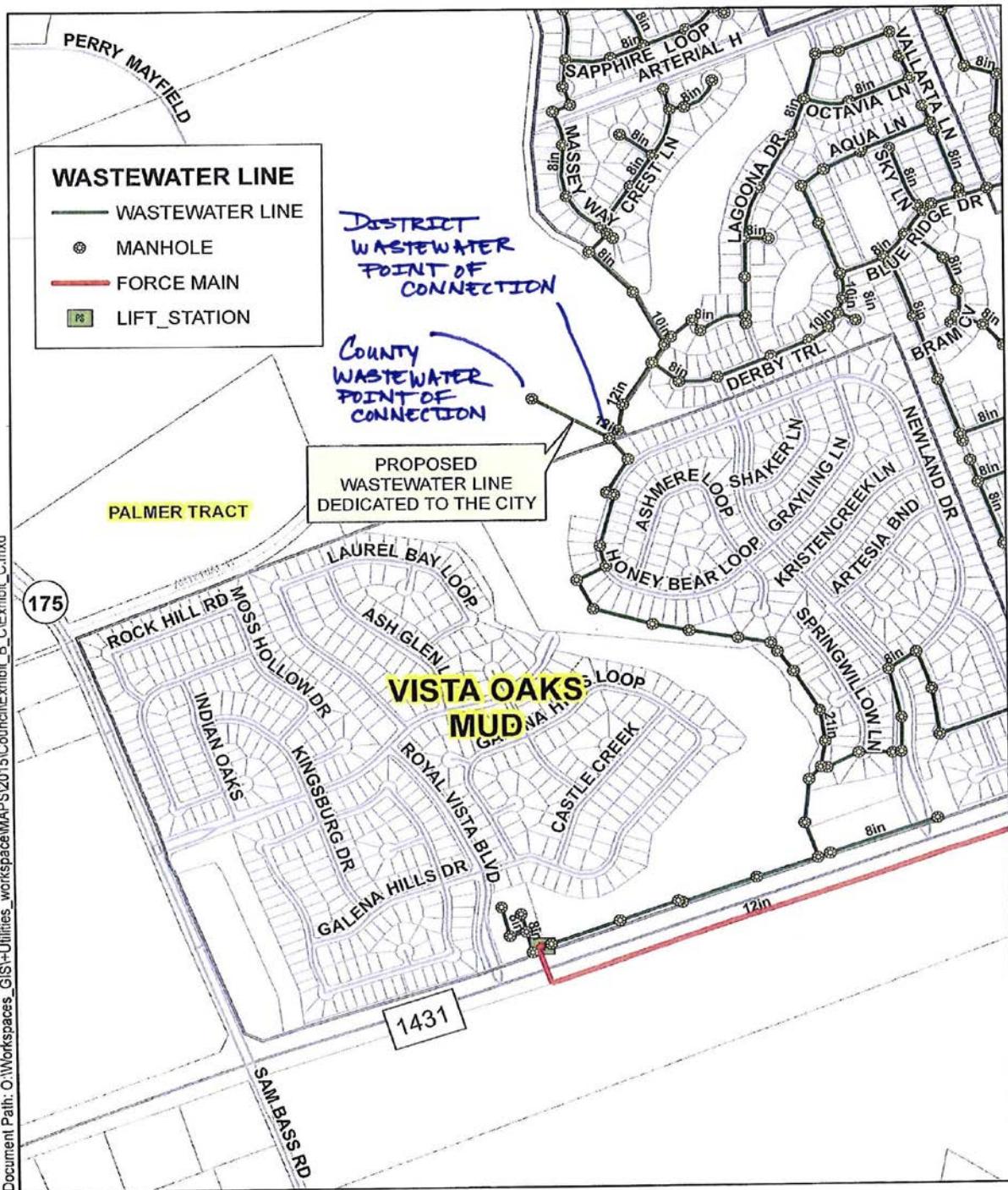
By: Alan McGraw
Alan McGraw, Mayor

PURCHASER:

WILLIAMSON COUNTY

By: Dan Gattis 12-07-12
Dan Gattis, County Judge

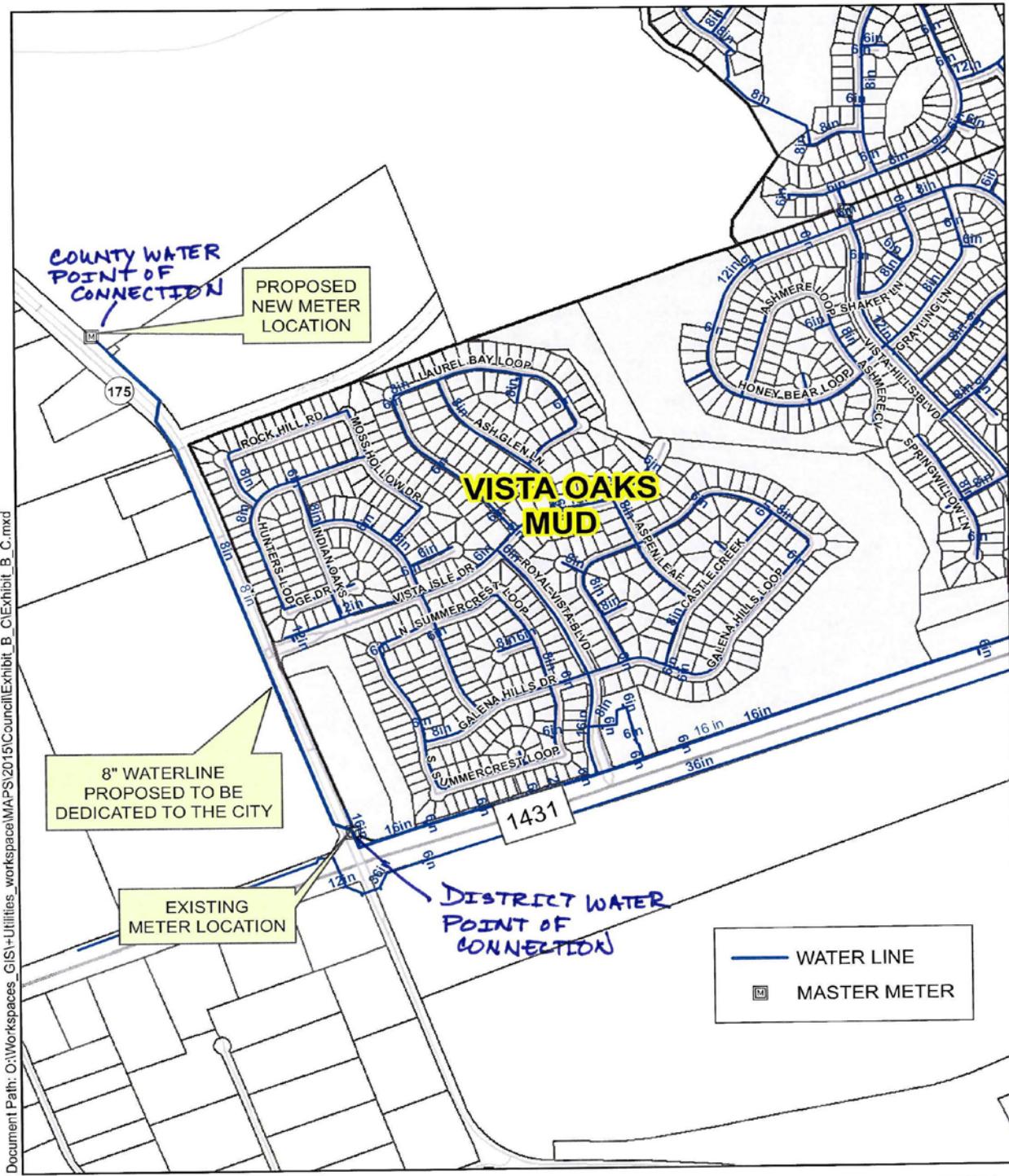
EXHIBIT "C-1"
WASTEWATER EXHIBIT



**WASTEWATER LINE
DEDICATED TO THE CITY**



EXHIBIT "C-2"
WATER EXHIBIT



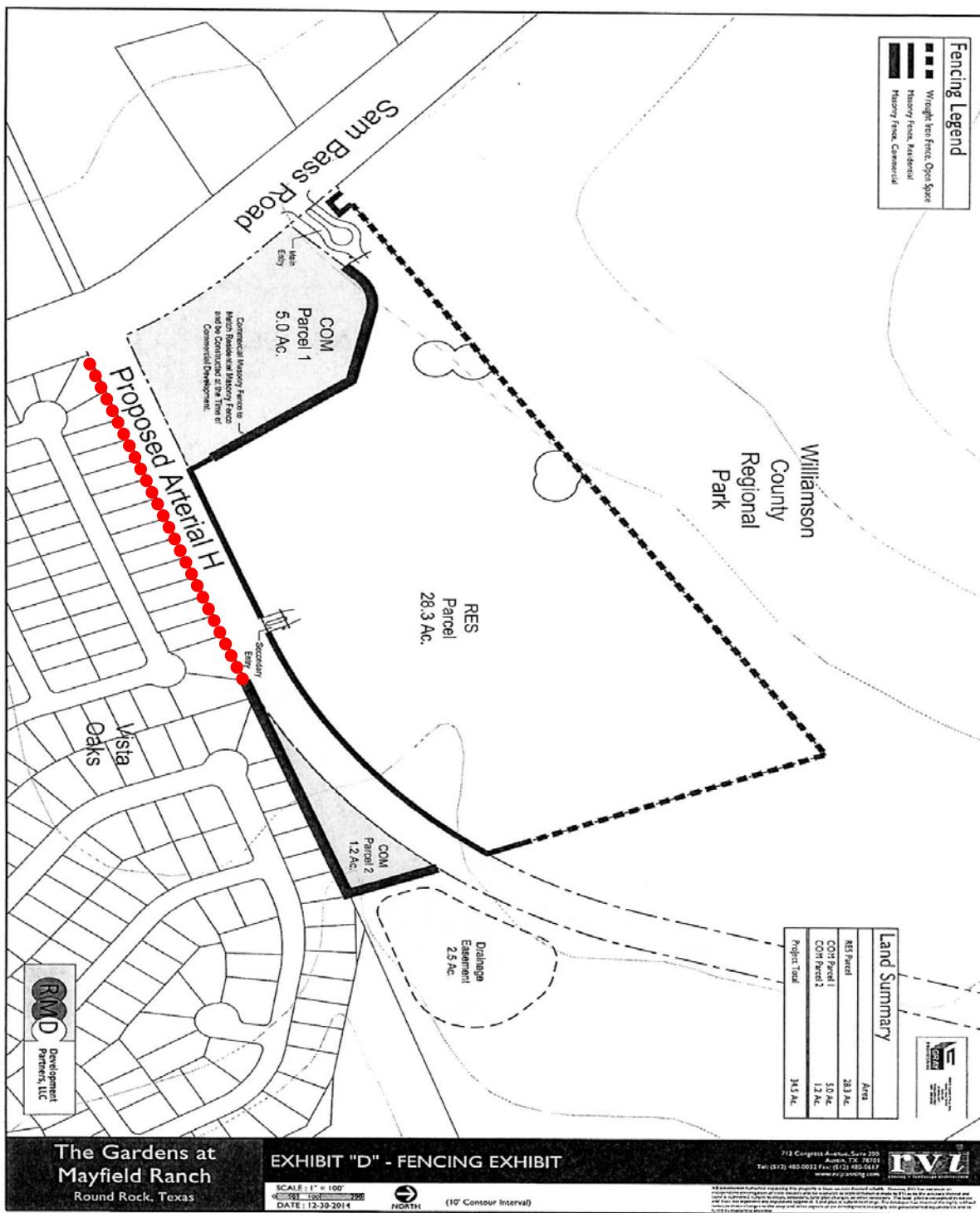
Date: 4/28/2015



**WATER LINE
DEDICATED FROM WILLIAMSON COUNTY
TO THE CITY OF ROUND ROCK**



EXHIBIT "D"
ARTERIAL H FENCE



Arterial H Fence

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