

SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED WHOLESALE COLLECTION AND TREATMENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND R&R MOBILE JOINT VENTURE

This SECOND AMENDMENT TO THE FIRST AMENDED AND RESTATED WHOLESALE COLLECTION AND TREATMENT AGREEMENT BETWEEN THE CITY OF ROUND ROCK, TEXAS AND R&R MOBILE JOINT VENTURE (the "Second Amendment") is dated and entered into as of the ___ day of _______, 2020 by and between the City of Round Rock ("City") and R&R Mobile Joint Venture ("R&R"), a Texas joint venture.

RECITALS

WHEREAS, on the 8th day of August, 2013, the City and R&R entered into that certain First Amended and Restated Wholesale Collection and Treatment Agreement Between the City of Round Rock, Texas and R&R Mobile Joint Venture (the "Agreement"); and

WHEREAS, on the 25th day of July, 2019, the City and R&R entered into that certain First Amendment to the Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement Between the City of Round Rock and R&R Mobile Joint Venture to allow R&R Joint Venture to purchase one additional Service Unit; and

WHEREAS, the City and R&R now wish to amend the Agreement to provide for the City to make water available to R&R for fire protection;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, City and R&R mutually agree as follows:

ARTICLE I DEFINITIONS

1.01 All terms used herein shall have the meanings assigned to them in the Agreement, unless the context clearly requires otherwise.

ARTICLE II AMENDMENTS

- 2.01 The Agreement is hereby amended to by adding section 3.12 which shall read as follows:
- 3.12 <u>Water for Fire Protection</u>. The City agrees to make water available to R&R for fire protection purposes. R&R may connect to the City's water transmission line at the points

as depicted on Exhibit A. R&R shall bear all cost of the design and construction of necessary transmission lines, fire hydrants, vaults, valves, meters, backflow prevention devices, and appurtenances, required by R&R to access the City's water. The design and construction of the improvements shall be in compliance with all applicable City ordinances and regulations and subject to the inspection and approval of the City. After installation of the improvements, the City shall own the improvements up to and including the two meters and shall be responsible for the repair, maintenance, and replacement of same. The improvements downstream of the water meters shall be owned, repaired, maintained and replaced by R&R. When the improvements are completed by R&R and approved by the City, R&R shall pay to the City a fee of \$500 per month. In addition, for water taken by R&R, R&R shall be charged and it shall pay for such water at the volume charge for bulk use customers as provided in the Round Rock Code of Ordinances, Chapter 44, Sec. 44-32 (b), as amended from time to time by the City Council.

ARTICLE III MISCELLANEOUS

- 3.01 To the extent necessary to effect the terms and provisions of this Second Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.
- 3.02 This Second Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute buy one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed as of the day and year first above written.

CITY OF ROUND ROCK TEXAS

CITT OF ROOM ROCK, ILAMS
By:
Craig Morgan, Mayor
R&R MOBILE JOINT VENTURE
By:
R. Kip Lewis, its General Partner