

EXHIBIT

A

WATER AND WASTEWATER SERVICE CONTRACT

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 "County". 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 County water and wastewater service required by County for domestic uses on an as-needed basis, for the property described more fully in 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 County 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 County 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. County agrees to abide by all voluntary and mandatory conservation and use restrictions imposed by City on its own citizens. County 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 County that water and wastewater services will pass through Vista Oaks M.U.D., and that it is County's obligation to obtain approval of said pass-through.

Article II. Rates

2.01. County agrees to pay City for all water delivered to County 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 (2018 Edition). County 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 (2018 Edition). The calculation of the volume of wastewater to be billed each month will be as follows. The monthly wastewater service consumed by the County shall be based upon either the actual

monthly consumption of water, or upon the average monthly consumption of water during the months of December, January, and February of each fiscal year, whichever amount is less.

2.02. City shall render a monthly bill to County for wastewater service and water consumed. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue on the 31st day after the later of (1) the date County receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) one percent (1 %); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.. Failure by County to make a payment when and as specified will give City the option to terminate all obligations of City under this Contract.

2.03. County shall be subject to all provisions of the Utility Billing Policy contained in Sec. 44-31 of the Round Rock Code of Ordinances (2018 Edition), and as amended from time to time.

Article III. Compliance with Ordinances

3.01. County 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. County 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 incapacities 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 County for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve County 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 twenty (20) years from the date hereof.

Article VI. Inspection and Construction Issues

6.01 As the property owned by County 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. County agrees that it is prohibited from selling or giving water purchased herein to anyone else.

7.02. County 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 County 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 _____, 2026.

CITY OF ROUND ROCK

By: _____
Craig Morgan, Mayor

Ann Franklin, City Clerk

WILLIAMSON COUNTY

By: _____
Steve Snell, County Judge