

EXHIBIT

A

AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE

[GARDENS AT MAYFIELD RANCH]

THIS AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [GARDENS AT MAYFIELD RANCH] (this "Agreement") is entered into effective as of the Effective Date (defined below), by and between 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"), and the CITY OF ROUND ROCK, TEXAS, a home rule municipality located in Williamson County, Texas (the "City"). The City, and the District are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

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

B. The District, the City, and Palmer Investments, LP, a Texas limited partnership (the "Developer") previously entered into that certain Agreement For Pass-Through Wastewater Service [Gardens at Mayfield Ranch] dated effective August 10, 2015 (the "Prior Pass-Through Agreement") pursuant to which, among other things, the District agreed to permit the City to use the District's wastewater systems on a pass-through basis in order to provide up to 135 LUEs of retail wastewater service to approximately 38 acres of land located adjacent to the District and more particularly described on EXHIBIT "A" (the "Gardens Tract").

C. The Prior Pass-Through Agreement has now expired and the City and the District now desire to enter into this Agreement to set forth the terms and conditions on which the City may continue to utilize the District's wastewater system to provide wastewater service to the Gardens Tract on a pass-through basis.

AGREEMENT

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

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

Section 2. Pass-Through Wastewater Service.

A. Authorization of Pass-Through Service. Subject to the terms and conditions of this Agreement, the City may continue during the Term (defined below) to connect the segment of wastewater line owned by the City depicted on EXHIBIT "B" (the "City Wastewater Line Segment") to the wastewater collection system serving the Gardens Tract at the point of connection identified on EXHIBIT "B" (the "Gardens Tract Wastewater Point of Connection") and to the District's wastewater collection system at the point of connection identified on EXHIBIT "B" (the "District Wastewater Point of Connection") to allow the City to provide up to 135 living unit equivalents ("LUEs") of retail domestic wastewater service to the Gardens Tract using the District's wastewater system on a pass-through basis. The Gardens Tract 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". The District has reviewed its current capacity and has determined that it has the wastewater capacity to allow 135 LUEs of wastewater to pass from the Garden Tract through its wastewater lines to the City's wastewater system in accordance with this Agreement.

B. Limitations and other Conditions of Service.

1. Notwithstanding anything else in this Agreement to the contrary, in no event will the City, without the prior written consent of the District, deliver through the City Wastewater Line Segment or the District's wastewater collection system more than 135 LUEs of wastewater from the Gardens Tract measured at each Wastewater Point of Connection, not to exceed, under any circumstances, an aggregate peak wet weather wastewater flow of 126 gpm.

2. The District has and will continue to have a guaranteed reservation and commitment of 1,400 LUEs of 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 Gardens Tract under this Agreement. Instead, the City is committing 135 LUEs of wastewater capacity directly to the Gardens Tract and will simply be using the District's wastewater system to provide retail wastewater service to the Gardens Tract on a pass-through basis.

3. The City will be responsible for ensuring that all discharges of industrial waste from the Gardens Tract 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 Gardens Tract 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.

4. Except as expressly authorized by this Agreement for pass-through wastewater service to the Gardens Tract, the City may not connect, or allow any other person or entity to connect, directly or indirectly, any facilities, persons, or property to the District's water or wastewater utility systems without the prior written consent of the District. If the City does so, the District may immediately terminate this Agreement and/or require the City 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 City to increase the level of service under this Agreement or to

serve any facilities, persons, or property outside of the Gardens Tract. To be clear, this Agreement authorizes only wastewater service to the Gardens Tract using the District's wastewater system on a pass-through basis. The City will provide retail water service to the Gardens Tract directly from City-owned water facilities, and neither the Developer nor the City may utilize any District facilities to provide water service to the Gardens Tract.

C. Wastewater Lift Station Operation and Maintenance Payment. On or before October 31st of each year during the term of this Agreement, the City will pay the District an annual fee of \$6,075, 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 Gardens Tract 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 City 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 City of any adjustment at least thirty days prior to the effective date of such adjustment.

D. Payment for Retail Service. The City will bill wastewater customers within the Gardens Tract directly for retail wastewater services furnished to such customers.

Section 3. Default. In the event of default by a Party, the 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, the 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. The 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 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 Gardens Tract from the District's systems and to terminate this Agreement if, in which event, the City 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 may not be assigned by the City, in whole or in part, without the prior written consent 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: 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 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
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") is the 10th day of August, 2025.

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 supersedes all prior agreements and understandings related to the subject matter hereof.

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 to be effective as of the Effective Date.

* * *

[counterpart signature pages follow]

**COUNTERPART SIGNATURE PAGE TO
AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE
[GARDENS AT MAFIELD RANCH]**

DISTRICT:

**VISTA OAKS MUNICIPAL UTILITY
DISTRICT**

Heath Reed-Green, President
Board of Directors

**COUNTERPART SIGNATURE PAGE TO
AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE
[GARDENS AT MAFIELD RANCH]**

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

EXHIBIT "A"
GARDENS TRACT



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION – TRACT 1

BEING 5.000 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16, AND BEING A PORTION OF A 38.51 ACRE TRACT CONVEYED TO PALMER INVESTMENTS L.P., RECORDED IN DOCUMENT NUMBER 2004032263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found with cap marked "RJ Surveying" in the east line of said 38.51 acre tract, in the west line of a called 237.026 acre tract recorded in Document No. 2001040254 of the O.P.R.W.C.T. for the northeast corner of a called 3.936 acre tract described as Arterial H in Document No. 2006013003 of the O.P.R.T.C.T.

THENCE crossing through said 38.51 acre tract and the north line of said Arterial H the following two (2) courses:

1. Along a curve to the right, having a radius of 1350.00 feet, a delta angle of 34°43'05", a length of 818.02 feet and a chord which bears South 51°36'32" West a distance of 805.57 feet to a 1/2" iron rod found with cap marked "RJ Surveying";
2. South 68°58'04" West a distance of 497.44 feet to a 1/2" iron rod with cap marked "LANDESIGN" set for the **POINT OF BEGINNING**;

THENCE South 68°58'04" West with the north line of said Arterial H a distance of 408.90 feet to a calculated point in the existing east right-of-way line of Sam Bass Road (County Road 175) (R.O.W. Varies), the west line of said 38.51 acre tract and the northwest corner of said 3.936 acre tract, from which a 1/2" iron rod found with cap marked "RJ Surveying" bears North 75°30'17" West a distance of 0.54 feet;

THENCE along the existing east right-of-way line of said Sam Bass Road and west line of said 38.51 acre tract the following two (2) courses:

1. Along a curve to the left, having a radius of 1107.91 feet, a delta angle of 17°36'13", a length of 340.40 feet and a chord which bears North 37°33'51" West a distance of 339.06 feet to a 1/2" iron rod found with cap marked "CCC 4835";

2. North 46°18'04" West a distance of 152.85 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

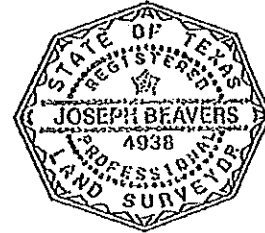
THENCE crossing through said 38.51 acre tract the following four (4) courses:

1. North 43°10'03" East a distance of 206.58 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. Along a curve to the right, having a radius of 108.00 feet, a delta angle of 60°57'41", a length of 114.91 feet and a chord which bears North 70°18'49" East a distance of 109.57 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. South 76°45'23" East a distance of 202.17 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
4. South 34°55'36" East a distance of 449.91 feet to the POINT OF BEGINNING.

This parcel contains 5.000 acres of land, out of the John D. Anderson Survey No. 16, in Williamson County, Texas. Description prepared from an on-the-ground survey made during October, 2014. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062

 20 OCT 14

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938



Job Number: 355-14-01

Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550101.dwg



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION – TRACT 2

BEING 28.260 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16, AND BEING A PORTION OF A 38.51 ACRE TRACT CONVEYED TO PALMER INVESTMENTS L.P., RECORDED IN DOCUMENT NUMBER 2004032263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

POINT OF BEGINNING at a 1/2" rebar found with cap marked "RJ Surveying" in the east line of said 38.51 acre tract, in the west line of a called 237.026 acre tract recorded in Document No. 2001040254 of the O.P.R.W.C.T. for the northeast corner of a called 3.936 acre tract described as Arterial H in Document No. 2006013003 of the O.P.R.T.C.T.

THENCE crossing through said 38.51 acre tract and the north line of said Arterial H the following two (2) courses:

1. Along a curve to the right, having a radius of 1350.00 feet, a delta angle of 34°43'05", a length of 818.02 feet and a chord which bears South 51°36'32" West a distance of 805.57 feet to a 1/2" iron rod found with cap marked "RJ Surveying";
2. South 68°58'04" West a distance of 497.44 feet to a 1/2" iron rod with cap marked "LANDESIGN" set for the;

THENCE crossing through said 38.51 acre tract the following four (4) courses:

1. North 34°55'36" West a distance of 449.91 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
2. North 76°45'23" West a distance of 202.17 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;
3. Along a curve to the left, having a radius of 108.00 feet, a delta angle of 60°57'41", a length of 114.91 feet and a chord which bears South 70°18'49" West a distance of 109.57 feet to a 1/2" iron rod with cap marked "LANDESIGN" set;

Page 1 of 2

L:\38 cc. Sam Bass\FNOTES\TRACT 2.docx

Exhibit "A" – Page 3 of 6

4. South 43°10'03" West a distance of 206.58 feet to a 1/2" iron rod with cap marked "LANDESIGN" set in the existing east right-of-way line of Sam Bass Road (County Road 175) (R.O.W. Varies) and the west line of said 38.51 acre tract;

THENCE North 46°18'04" West along the existing east right-of-way line of said Sam Bass Road and the west line of said 38.51 acre tract a distance of 155.46 feet to a calculated point for the northwest corner of said 38.51 acre tract and in the west line of said 237.026 acre tract;

THENCE North 55°25'47" East with the north line of said 38.51 acre tract and the west line of said 237.026 acre tract a distance of 20.30 feet to a 1/2" iron rod found with cap marked "SOLIS KANAK" for the northwest corner of a 0.037 acre tract recorded in Document No. 2003052999 of the O.P.R.W.C.T.;

THENCE South 46°21'24" East crossing through said 38.51 acre tract and with the west line of said 0.037 acre tract a distance of 40.86 feet to a 1/2" iron rod found with cap marked "SOLIS KANAK" for the southwest corner of said 0.037 acre tract;

THENCE North 55°24'56" East crossing through said 38.51 acre tract and the south line of said 0.037 acre tract a distance of 40.85 feet to a 1/2" iron rod found with cap marked "SOLIS KANAK" for the southeast corner of said 0.037 acre tract;

THENCE North 46°16'56" West crossing through said 38.51 acre tract and the east line of said 0.037 acre tract a distance of 40.83 feet to a 1/2" iron rod found with cap marked "SOLIS KANAK" for the northeast corner of said 0.037 acre tract, in the north line of said 38.51 acre tract and the west line of said 237.026 acre tract;

THENCE North 55°25'47" East with the north line of said 38.51 acre tract and the west line of said 237.026 acre tract a distance of 1906.45 feet to a 1/2" iron rod found for the northeast corner of said 38.51 acre tract;

THENCE South 20°21'33" East with the east line of said 38.51 acre tract and the west line of said 237.026 acre tract a distance of 824.17 feet to the POINT OF BEGINNING.

This parcel contains 28.260 acres of land, out of the John D. Anderson Survey No. 16, in Williamson County, Texas. Description prepared from an on-the-ground survey made during October, 2014. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062

 20 OCT 14
Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938



Job Number: 355-14-01
Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550101.dwg



Landesign Services, Inc.

1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT " "

METES AND BOUNDS DESCRIPTION – TRACT 3

BEING 1.266 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16, AND AND BEING A PORTION OF A 38.51 ACRE TRACT CONVEYED TO PALMER INVESTMENTS L.P., RECORDED IN DOCUMENT NUMBER 2004032263 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" rebar found with cap marked "RJ Surveying" in the east line of said 38.51 acre tract, in the west line of a called 237.026 acre tract recorded in Document No. 2001040254 of the O.P.R.W.C.T. for the northeast corner of a called 3.936 acre tract described as Arterial H in Document No. 2006013003 of the O.P.R.W.C.T.

THENCE South 20°21'33" East with the east line of said 3.936 acre tract and the west line of said 237.026 acre tract a distance of 120.60 feet to a nail found for the **POINT OF BEGINNING**;

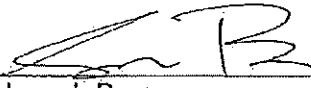
THENCE South 20°21'33" East with east line of said 38.51 acre tract and the west line of said 237.026 acre tract a distance of 224.99 feet to a fence post for the southeast corner of said 38.51 acre tract, the southwest corner of said 237.026 acre tract and in the north line of Lot 24A, Block A, Vista Oaks Section 5B, Phase 2 a subdivision of record in Document No. 200058131 of the O.P.R.W.C.T.;

THENCE along the south line of said 38.51 acre tract and the north line of said Block A, Vista Oaks, Section 5B, Phase 2 and the north line of Block A, Vista Oaks, Section 6C a subdivision of record in Document No. 2000027589 of the O.P.R.W.C.T. the following two (2) courses:

1. South 69°42'52" West a distance of 399.90 feet to a 1/2" iron rod found;
2. South 68°58'04" West a distance of 364.95 feet to a 1/2" iron rod found in the north line of Lot 37, Block A, Vista Oaks, Section 6C and in the south line of said 3.936 acre tract;

THENCE along a curve to the left, crossing through said 38.51 acre tract and with the south line of said 3.936 acre tract having a radius of 1450.00 feet, a delta angle of 31°57'25", a length of 808.84 feet and a chord which bears North 52°59'22" East a distance of 798.30 feet to the POINT OF BEGINNING.

This parcel contains 1.266 acres of land, out of the John D. Anderson Survey No. 16, in Williamson County, Texas. Description prepared from an on-the-ground survey made during October, 2014. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062

 29 OCT 14

Joseph Beavers Date
Registered Professional Land Surveyor
State of Texas No. 4938

Job Number: 355-14-01
Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550101.dwg

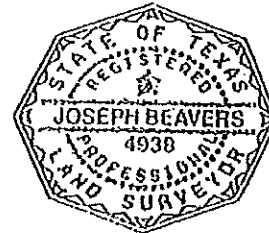


EXHIBIT "B" **DEPICTION OF CITY WASTEWATER LINE SEGMENT** **AND WASTEWATER POINTS OF CONNECTION**

