

EXHIBIT

"A"

CONSENT TO ASSIGNMENT TO THE WILLIAMSON COUNTY REGIONAL RAW WATER LINE AGREEMENT

This Consent to Assignment of the Williamson County Regional Raw Water Line Agreement ("Assignment") is entered into this ____ day of _____, 2014 ("Effective Date"), by and between the Brazos River Authority, a river authority of the State of Texas ("BRA"), City of Georgetown ("Georgetown"), City of Round Rock ("Round Rock"), Brushy Creek Municipal Utility District ("Brushy Creek"), and Chisholm Trail Special Utility District ("Chisholm").

RECITALS

WHEREAS, BRA and Georgetown, Round Rock and Jonah Water Supply Corporation (collectively, "Participants") entered into the "Williamson County Regional Raw Water Line Agreement between Brazos River Authority and City of Georgetown, City of Round Rock and Jonah Water Supply Corporation" ("Base Agreement") on July 9, 1986. Underlying the Base Agreement are raw water contracts between BRA and Participants respectively; and

WHEREAS, the Base Agreement was first amended on January 9, 1997; and

WHEREAS, Brushy Creek became a Participant in the Base Agreement by entering into a participation agreement dated October 1, 1998 ("Brushy Creek Participation Agreement"); and

WHEREAS, Chisholm became a Participant in the Base Agreement by entering into a participation agreement dated March 15, 1999 ("Chisholm Trail Participation Agreement"); and

WHEREAS, a second amendment to the Base Agreement, effective March 23, 1999, which among other modifications, replaced "Jonah Water Supply Corporation" with "Jonah Water Special Utility District"; and

WHEREAS, the Base Agreement, Brushy Creek Participation Agreement and Chisholm Trail Participation Agreement (collectively, "Multiple Agreements") were all amended by the "Supplemental Agreement Respecting Williamson County Raw Water Line" and effective on May 20, 1999, whereby the Texas Water Development Board was allowed to participate in the Williamson County Regional Raw Water Line; and

WHEREAS, the Multiple Agreements were amended on April 17, 2000, by an agreement titled "Amendment of Agreements Respecting Construction and Operations of Williamson County Raw Water Line", whereby Subsection 5(b) of the Base Agreement and Subsection 6(b) of both the Brushy Creek Participation Agreement and the Chisholm Trail Participation Agreement were all modified; and

WHEREAS, a third amendment to the Multiple Agreements was entered into on October 30, 2006, to clarify ambiguous definitions contained within the Multiple Agreements; and

WHEREAS, Jonah Water Special Utility District assigned all of their rights under the Multiple Agreement to Georgetown on October 24, 2014; and

WHEREAS, Chisholm and Georgetown closed on the conveyance of Chisholm's assets and liabilities to Georgetown on September 12, 2014, as contemplated by the Asset Transfer and Utility System Consolidation Agreement by and between Chisholm and Georgetown ("Assignment and Assumption Agreement"), as amended, and Georgetown requests and BRA has agreed to confirm the permanent assignment of Chisholm's rights under the Multiple Agreements to Georgetown.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, BRA and Participants agree as follows:

AGREEMENT

1. To the extent not already assigned by the Assignment and Assumption Agreement, Chisholm hereby assigns all of its rights under the Multiple Agreements to Georgetown, as contemplated under Section 12(s) of the Chisholm Trail Participation Agreement.
2. To the extent not already assumed pursuant to the Assignment and Assumption Agreement, Georgetown hereby assumes all obligations, responsibilities and liabilities of Chisholm under the Multiple Agreements.
3. Chisholm shall be excused from performance of all obligations, responsibilities and liabilities under the Multiple Agreements.
4. All provisions of the Multiple Agreements shall remain in full force and effect between BRA, Georgetown, Round Rock and Brushy Creek.

MULTIPLE COUNTERPARTS

Circulation of counterparts of this Assignment to the Multiple Agreements to obtain the signatures of all Participants on the same copies hereof would be inconvenient and result in delay. Therefore, this Assignment to the Multiple Agreements has been prepared in multiple copies with two copies being prepared for signature on behalf of BRA, on the one hand, and on behalf of each Participant, alone, on the other hand. When all copies have been signed on behalf of BRA and each of the copies prepared for the signature of each Participant have been signed by such Participant, BRA shall give written notice of such fact to all Participants and this Assignment to the Multiple Agreements shall thereupon become effective. BRA shall retain possession of one copy

of this Assignment to the Multiple Agreements executed by it on the one hand and each Participant on the other hand. Each Participant shall receive possession of one copy executed by the Authority on the one hand and by it on the other hand. This Assignment to the Multiple Agreements, when it becomes effective, shall be binding on BRA and all Participants and subjects to enforcement by any party against any other.

This Assignment shall be deemed a part of the Multiple Agreements and shall be binding on all of the parties. Except as provided herein, the terms and conditions of the Multiple Agreements and all amendments, if any, remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, and effective upon the receipt of the last signature.

BRAZOS RIVER AUTHORITY

By: _____

PHIL FORD

Title: **GENERAL MANAGER/CEO**

ATTEST:

CITY OF GEORGETOWN

By: _____

Title:

ATTEST:

CITY OF ROUND ROCK

By: _____

Title:

ATTEST:

**BRUSHY CREEK MUNICIPAL UTILITY
DISTRICT**

By: _____

Title:

ATTEST:

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

By: _____

Title:

ATTEST:
