

**EXHIBIT**  
**"A"**

THE STATE OF TEXAS  
COUNTY OF WILLIAMSON

§  
§  
§

KNOW ALL BY THESE PRESENTS:

**OUT-OF-CITY WASTEWATER SERVICE AGREEMENT**

THIS OUT-OF-CITY WASTEWATER SERVICE AGREEMENT ("Agreement"), is made and entered by and between CROSSWALK CHURCH, referred to herein as the "Customer," and the CITY OF ROUND ROCK, TEXAS a home-rule municipality located in Williamson and Travis Counties, State of Texas, referred to herein as the "City." The Customer and the City are hereinafter referred to collectively as "the Parties," or individually as a "Party."

**RECITALS:**

WHEREAS, the Customer is the owner of record of the property at 8650 County Road 110, Round Rock, Texas 78665 ("Property"), being more particularly described in Exhibit "A" which is hereby incorporated for all purposes; and

WHEREAS; the City has determined that it is desirable for the Property to receive wastewater service from the City notwithstanding the fact that the Property is outside the City's corporate limits, and

WHEREAS, the City does not have an existing Out-of-City Wastewater Service Agreement with the Customer to provide wastewater to the Property, and

WHEREAS, the Customer and the City desire to enter into an agreement to formalize the terms by which the City will provide wastewater service to the Property, and

WHEREAS, pursuant to Sec. 44-3, Code of Ordinances, 2010 Edition, the City Council hereby determines that there is adequate capacity of wastewater treatment services available for the purpose of servicing Customer without impairing services within the City, NOW, THEREFORE:

**WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, and the covenants and agreements hereinafter contained to be kept and performed by the respective Parties hereto, it is agreed as follows:

Article I. Customer's Obligations Under this Agreement

1.01 Customer shall be required to own and install a standard wastewater service line which will connect with the City's wastewater system located at a manhole located on northern property line as shown in Exhibit "B". Prior to the installation, the Customer shall submit a

detailed drawing prepared by a licensed engineer in the State of Texas for review and approval by the City.

1.02 Customer shall grant the City the right of entry and access to Customer's private wastewater line attached to the City's wastewater system at all times to inspect, to investigate the source of operational or maintenance problems, to prevent or detect, minimize, or avert operational or maintenance problems, or for any other purpose reasonable related to the provision of service under this Agreement. The Customer will cooperate with the City to provide access for these purposes, provided that the City provides Customer at least one working day's written notice or, in the event of an emergency, prior notice by telephone or confirmed facsimile, or its need for access.

1.03 Customer shall be responsible for securing sufficient rights allowing Customer to construct, install, operate, maintain, inspect, reconstruct, enlarge, relocate, rebuild, repair, and remove a wastewater system and lines, together with all necessary lines, pipes, conduits, manholes, ventilators, and other equipment, improvements, accessories and appurtenances or operations thereto, in, upon, over, under, above and across any necessary areas of private or public property to connect to the City's wastewater system. Such right shall not conflict with any existing drainage easements held by the City.

1.04 Customer shall comply with all requirements of Sec. 44-3 Code of Ordinances, 2010 regarding the furnishing of sewer services outside the city limits, a copy of such Sec. 44-3 being attached hereto as Exhibit C. Failure to comply with any of these requirements shall give the City the option of terminating this Agreement.

#### Article II. Provision of Wastewater Services

2.01 City agrees to sell Customer wastewater service as required by Customer for domestic use on an as needed basis for a church located on the Property.

2.02 The wastewater service to be provided herein is for the Property as described in Exhibit A and no other property.

2.03 Customer agrees to abide by all mandatory and voluntary use restrictions imposed by the City on its own citizens.

#### Article III. Rates

3.01 Customer agrees to pay City for all wastewater services provided to Customer at the rate authorized by Chapter 44, Section 44-30, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, as amended from time to time, applicable to customers located outside the corporate limits of the City. Consistent with that provision, the volume charge shall be contractually set as twice the winter average as determine by the City Water Billing Department for residential customers located within the corporate limits of the City. Because the Property is not served with water from the City, the wastewater service will be calculated based on a one and one half inch water meter (1-1/2"). The property will pay a wastewater base rate as determined

for the 1-1/2" water meter and will pay a wastewater volumetric rate that is two times the in-City wastewater retail rate.

3.02 The City shall render monthly bills to Customer for wastewater services. Payment shall be made no later than the sixteenth (16<sup>th</sup>) day following the mailing of the bill. Failure by Customer to make a payment when and as specified will give the City the option to terminate all obligations of the City under this Agreement.

3.03 Customer shall be subject to the penalty provisions for late payment as now exist in Chapter 44, Code of Ordinances, 2010 Edition, City of Round Rock, Texas, and as may be amended from time to time.

#### Article IV. Compliance with Ordinances

4.01 Customer agrees to comply with all of City's ordinances as they now exist or may be amended from time to time regarding the sanitary use of the wastewater treatment system.

4.02 Customer agrees to take all necessary precautions to maintain the sanitary conditions of City's water supply system.

4.03 Customer agrees to pay a Wastewater Impact Fee in the amount of \$10,495.00 based on five (5) living unit equivalents; and to pay all other fees applicable to wastewater service.

4.04 Customer agrees and understands that the City's willingness to provide wastewater service to the Property is expressly contingent on the Property continuing to be used for its current uses, namely a church. Customer shall not change or expand the existing uses without the express written consent of the City, which may be withheld for any reason. Any change or expansion of uses without the consent of the City will give the City the option of terminating this Agreement.

4.05 Customer agrees that it will comply with all of the City's ordinances regarding subdivision, zoning, development, and building permits.

#### Article V. Force Majeure

5.01 In the event either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, 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 inability 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 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 Customer for failure to provide water service due to an inability covered by this article. Force majeure shall not relieve Customer of its obligation to make payments to City as provided in this Agreement.

#### Article VI. Term

6.01 The term of this Agreement shall be for a term of twenty (20) years from the date hereof.

6.02 This Agreement shall become null and void upon the annexation of the Property by the City.

#### Article VII. Miscellaneous Provisions

7.01 Customer is prohibited from selling or giving wastewater service purchased herein to anyone else.

7.02 Customer shall be permitted to assign its right herein to a bona fide purchaser of the Property as long as the intended use of the service and the Property remains the same or similar.

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

7.04 This Agreement 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 Agreement.

7.05 In case any one or more of the provisions contained in this Agreement 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 Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.06 This Agreement 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 Customer of any of City's ordinances related to the use or disposition of wastewater, or to subdivision, zoning, development or building ordinances shall render this Agreement voidable at the option of City.

IN WITNESS HEREOF, the parties have executed this Out of City Wastewater Service Agreement in two (2) counterparts, each of which will be deemed an original on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Name: Steve Cochran  
Title: Pastor

Customer's Address:

8650 County Road 110  
Round Rock, Texas \_\_\_\_\_

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Craig Morgan, Mayor

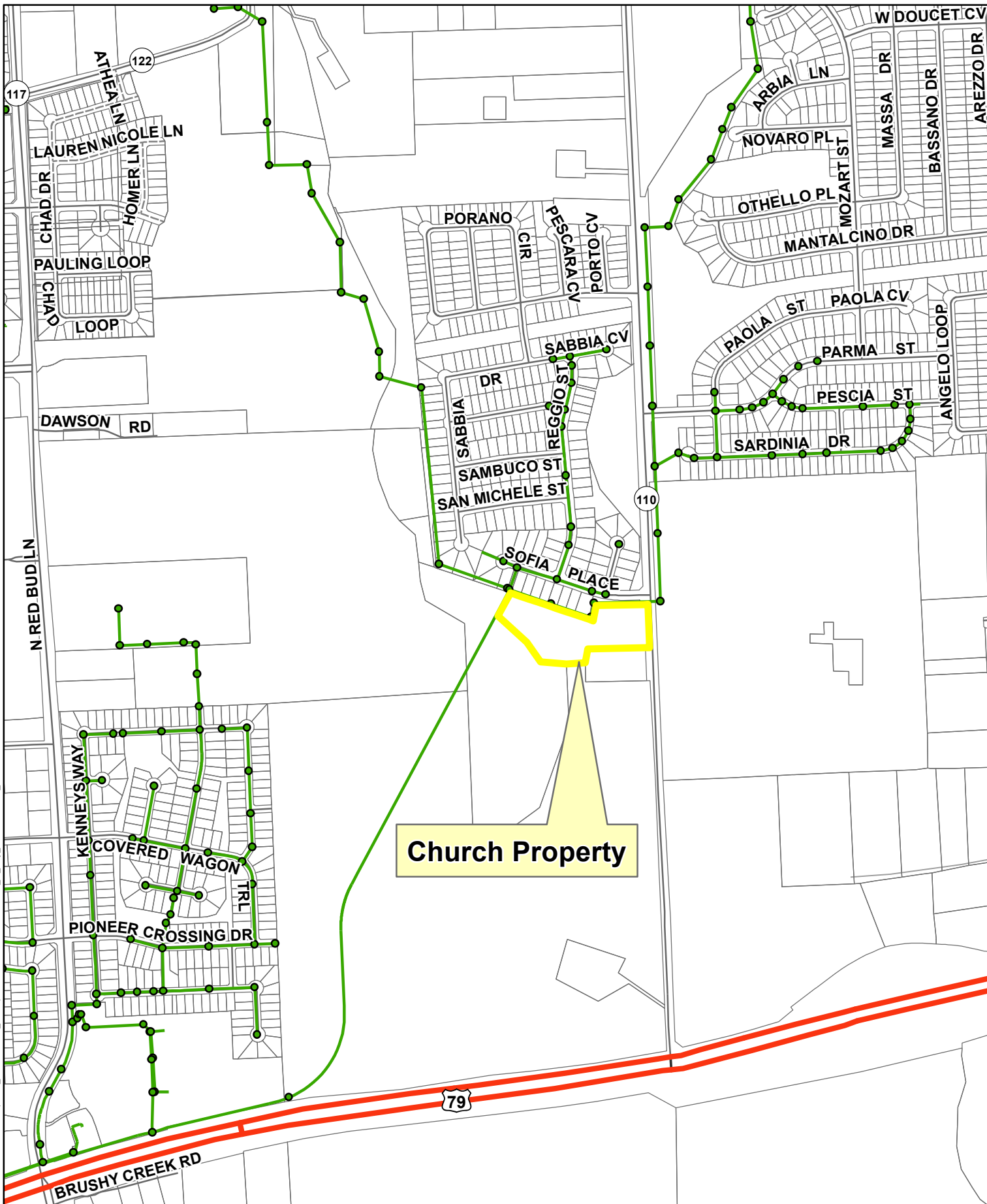
Attest:

\_\_\_\_\_  
Sara White, City Clerk

For City, Approved as to Form:

\_\_\_\_\_  
Stephan L. Sheets, City Attorney

**EXHIBIT A**  
**(Property Description)**



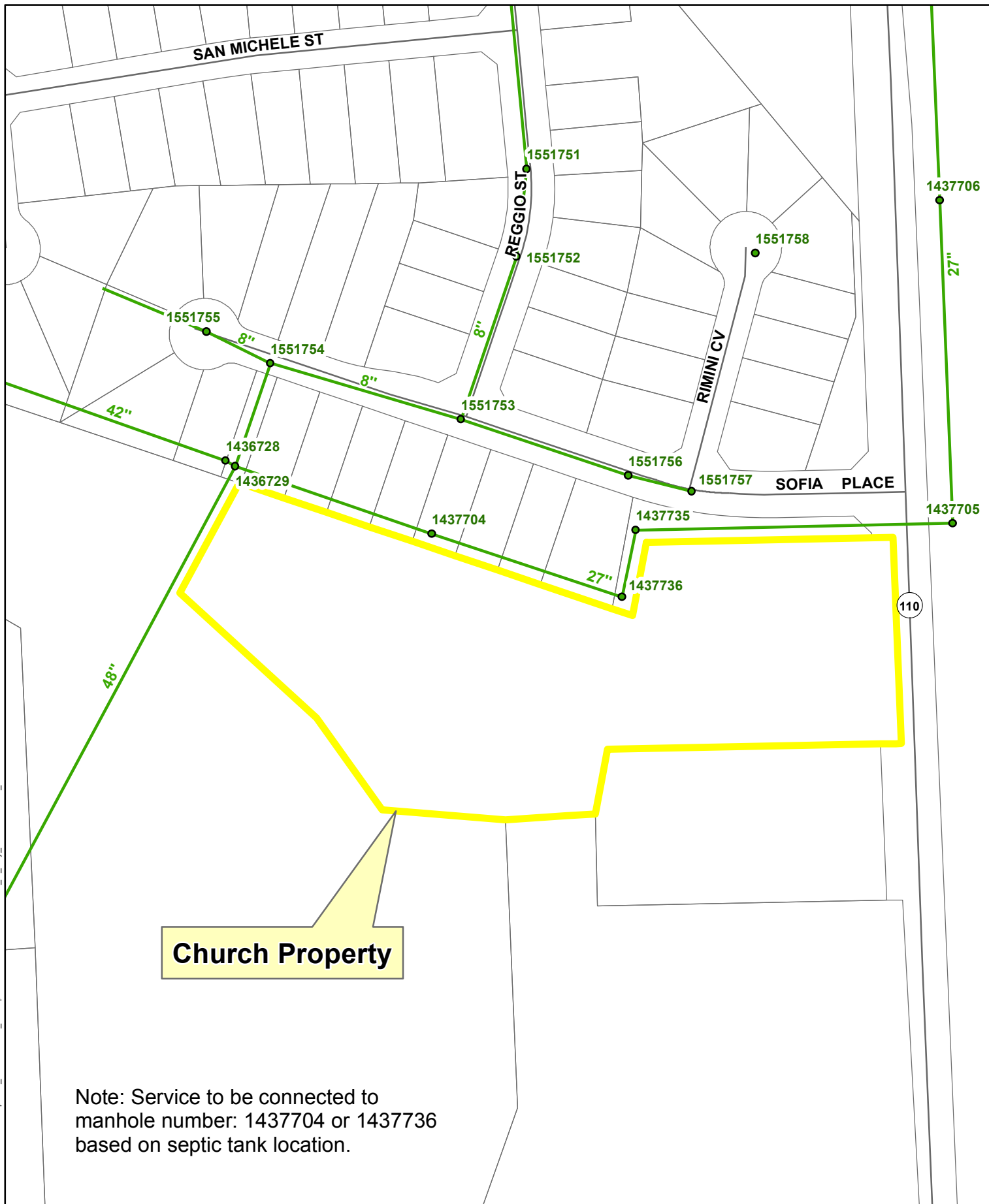
Date: 5/16/2017



# Crosswalk Church Exhibit A

**EXHIBIT B**  
**Description of Service Line Location**





Note: Service to be connected to manhole number: 1437704 or 1437736 based on septic tank location.



## Crosswalk Church Exhibit B

**EXHIBIT C**  
Sec. 44-3 Code of Ordinances