

EXHIBIT

"A"

AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE

THIS AGREEMENT FOR PASSTHROUGH WASTEWATER SERVICE (this "Agreement") is entered into effective as of the Effective Date (defined below), by and among SIENA MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "District"), HUTTO INDEPENDENT SCHOOL DISTRICT, an independent school district located in Williamson County, Texas ("HISD"), and the CITY OF ROUND ROCK, TEXAS, a home rule municipality located in Williamson County, Texas (the "City"). The District, HISD, and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. The District purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between the District and the City (the "Wholesale Agreement").

B. HISD is planning to develop the ±74.826 acres of property adjacent to the District more particularly described on EXHIBIT "A" attached hereto (the "School Tract") into one elementary school site and one middle school site (the "Proposed Schools"). The City has represented to HISD that 24 living unit equivalents ("LUEs") of wastewater capacity in the City's wastewater system are available for use by HISD to serve the Proposed Schools on the School Tract. However, because the City does not have existing wastewater lines in the area to which the School Tract could readily connect, HISD has requested to use the District's wastewater system on a pass-through basis in order to obtain retail wastewater service from the City to the School Tract.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions on which the City and HISD may utilize the District's wastewater systems to provide wastewater service to the School Tract on a passthrough basis.

AGREEMENT

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

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

Section 2. PassThrough Wastewater Service.

A. Authorization of PassThrough Service. Subject to the terms and conditions of this Agreement, the City may connect a wastewater line owned by HISD (the "HISD Wastewater Line") to the District's wastewater line ("District Wastewater Line") and wastewater collection system at the point of connection identified on EXHIBIT "B" attached hereto (the "District Wastewater Point of Connection") to allow the City to provide up to 24 LUEs of retail wastewater service to the School Tract for the Proposed Schools using the District's wastewater system on a passthrough basis. The District has reviewed its current capacity and has determined that it has the wastewater

capacity to allow 24 LUEs of wastewater to pass from the School 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 or HISD, without the prior written consent of the District, deliver through the District's wastewater collection system more than 24 LUEs of wastewater from the School Tract measured at the District Wastewater Point of Connection.

2. The District has and will continue to have its guaranteed reservation and commitment of 2,556 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 School Tract under this Agreement. Instead, the City is committing 24 LUEs of wastewater capacity directly to the School Tract and will simply be using the District's wastewater systems to provide retail wastewater service to the School Tract on a passthrough basis.

3. To the extent that HISD desires to make improvements to the School Tract that would impact wastewater generation, HISD will submit all plans and specifications for such improvements to the District prior to construction of such improvements so that the District may confirm that wastewater generated from such improvements will not exceed the maximum limits set forth in this Agreement. Each submission will include an engineer's calculation of LUEs of wastewater service proposed and the peak wet weather wastewater flows that will be generated by the improvements, and such calculation will be subject to confirmation and approval by the District. Further, within ten days after approval by the applicable governmental authority, HISD will provide the District with a copy of all approved site plans, and amendments thereto. HISD will be solely responsible for the cost of any infrastructure improvements to HISD's or the City's wastewater systems that are necessary to enable the City to provide retail wastewater service to the School Tract, including the HISD Wastewater Line from the School Tract to the District Wastewater Point of Connection (the "*HISD Wastewater Facilities*") and HISD will, at its sole cost and expense, operate and maintain the HISD Wastewater Facilities in compliance with all applicable rules and regulations; provided, however, that the HISD Wastewater Facilities may be dedicated to the City, in which case the City will accept the HISD Wastewater Facilities for operation and maintenance.

4. **THE DISTRICT WILL HAVE NO LIABILITY OF ANY KIND OR NATURE WITH RESPECT TO THE HISD WASTEWATER FACILITIES, AND HISD WILL INDEMNIFY, DEFEND, AND HOLD THE DISTRICT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION), SUITS, ACTIONS, LEGAL, OR ADMINISTRATIVE PROCEEDINGS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, OR CLAIMS OF ANY KIND OR NATURE (COLLECTIVELY, "*COSTS*") THAT ARISE BECAUSE OF OR IN CONNECTION WITH THE USE, OPERATION, OR MAINTENANCE OF THE HISD WASTEWATER FACILITIES. SUCH**

OBLIGATION APPLIES WHETHER ACTUAL OR ALLEGED NEGLIGENCE ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN THE DISTRICT AND HISD, HISD'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE DISTRICT.

5. HISD and the City will be responsible for ensuring that all discharges of industrial waste from the School 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 School Tract and the connections at the District Wastewater Point of Connection and to test the wastewater received at the District Wastewater Point of Connection. If any test reflects that any wastewater other than domestic wastewater is being received at the District Wastewater Point of Connection, pretreatment of such wastewater will be required, in accordance with the City's ordinances, at the expense of the discharging party. The District will not have any obligations regarding the required pretreatment of such wastewater. 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 District Wastewater Point of Connection, nor will the City impose upon the District any surcharge that is caused by wastewater received at the District Wastewater Point of Connection.

6. The 24 LUEs of wastewater service authorized under this Agreement may only be used to provide wastewater service to HISD for the Proposed Schools. Except as expressly authorized by this Agreement for passthrough wastewater service to the School Tract, neither HISD nor the City may connect, or allow any other person or entity to connect, directly or indirectly, any other facilities, persons, or property to the District's water or wastewater utility systems without the prior written consent of the District. If HISD or the City does so, the District may immediately terminate this Agreement and/or require HISD or the City, as applicable, 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 HISD or the City to increase the level of service under this Agreement or to serve any other facilities, persons, or property. The City will provide retail water service to the School Tract directly from City-owned water facilities, and neither HISD nor the City may utilize any District facilities to provide water service to the School Tract.

C. Capacity Charge. HISD will pay to the District a nonrefundable capacity charge of \$74,238.49 for the 24 LUEs (\$3,093.27 per LUE) of passthrough wastewater service capacity made available under this Agreement to the School Tract (the "Capacity Charge"). The Capacity Charge for 8 of the 24 total LUEs (i.e., \$24,746.16) will be paid on or before the Effective Date (the "Initial Capacity Payment"). The Capacity Charge for each of the remaining 16 LUEs will be paid by the earlier of (i) ten days after a site

plan application that includes such LUE(s) is approved by the applicable governmental authority; or (ii) three years after the Effective Date (the "Capacity Charge Payment Deadline"). The Capacity Charge for all or any of the 24 LUEs may be prepaid at any time; however, if the District has not received full payment of the Capacity Charge for all 24 LUEs by the Capacity Charge Payment Deadline, then the capacity of the pass-through wastewater service made available to the School Tract under this Agreement will be limited to the number of LUEs for which payment has been received as of the Capacity Charge Payment Deadline.

D. Operation & Maintenance Payment. The District will invoice HISD for a prorata portion of the costs of the operation and maintenance of the District's Wastewater Line used to provide pass-through wastewater service to the School Tract under this Agreement (the "Operation & Maintenance Payment"). The Operation & Maintenance Payment will be allocated based on the ratio of the number of LUEs for which HISD has paid a Capacity Payment (provided that such number will not include any LUEs for which the Capacity Charge has been prepaid until such LUEs are actually being utilized) to the total number of wastewater LUE capacity in the District Wastewater Line, as set forth on **EXHIBIT "C"** attached hereto (the "Prorata Allocation"). The Operation & Maintenance Payment will be paid by HISD within 30 days after receipt of the invoice. The Operation & Maintenance Payment will be in addition to any other payments required by this Agreement. Interest charges for any overdue Operation & Maintenance Payments will be paid by HISD in accordance with Texas Government Code Section 2251.025.

E. Debt Service Payment. On or before October 31st of each year during the term of this Agreement through and including 2042, HISD will pay the District an annual fee of \$112 per LUE for which HISD has paid a Capacity Payment for the debt service for the District's Wastewater Line used to provide pass-through wastewater service to the School Tract under this Agreement (the "Debt Service Payment"), except that any LUEs that the Capacity Payment has been prepaid for will not be factored into the Debt Service Payment until such LUEs are actually being utilized. The Debt Service Payment is HISD's Prorata Allocation of the debt service owed for the District's Wastewater Line. The \$112 per LUE charge may be adjusted by the District annually to reflect the actual debt service for the District's Wastewater Line, if such debt service changes; provided, however, the District shall provide written notice to HISD of any adjustment at least thirty days prior to the effective date of such adjustment. The Debt Service Payment will be in addition to any other payments required by this Agreement. Interest charges for any overdue Debt Service Payments will be paid by HISD in accordance with Texas Government Code Section 2251.025.

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

Section 3. Default. In the event of default by a Party, each 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, each 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. Each 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, HISD or 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 School Tract from the District's systems and to terminate this Agreement if, in which event, HISD 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 HISD or the City, in whole or in part, without the prior written consent of the District. This Agreement will be recorded in the Official Public Records of Williamson County, Texas, will run with the land comprising the School Tract, and will be binding upon and inure to the benefit of HISD, the District, the City, their respective successors and permitted assigns, and all future owners or occupants of any portion of the School Tract.

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 will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Siena Municipal Utility District No. 1
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with a copy to:

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

All notices to HISD will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Hutto Independent School District
Attn: Henry Gideon, Assistant Superintendent of Operations
200 College Street
Hutto, Texas 78634

with a copy to:

Attn: _____

All notices to the City will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

City of Round Rock
Attn: City Manager
221 East Main Street
Round Rock, Texas 78664

with a copy to:

Sheets & Crossfield, P.C.
Attn: Stephan L. Sheets
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 be in force and effect for a term of ten years from the Effective Date.

Section 12. Effective Date. The effective date of this Agreement (the "Effective Date") will be the date that the District executes this Agreement after receipt of fully executed original counterparts from HISD and the City.

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.

[counterpart signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date.

DISTRICT:

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Douglas Kuenstler, President
Board of Directors

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Douglas Kuenstler, President of the Board of Directors of Siena Municipal Utility District No. 1, on behalf of said District.

(seal)

Notary Public Signature

HISD:

HUTTO INDEPENDENT SCHOOL DISTRICT

By: Celina Estrada Thomas
Printed Name: Celina Estrada Thomas
Title: Superintendent
Date: 3/28/19

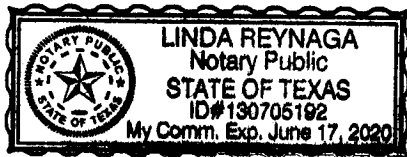
THE STATE OF TEXAS

COUNTY OF Williamson

§
§
§

This instrument was acknowledged before me on the 28th day of March, 2019, by Celina Estrada Thomas, Superintendent of Hutto Independent School District, an independent school district located in Williamson County, Texas, on behalf of said independent school district.

(seal)



Linda Reynaga
Notary Public Signature

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2019, by Craig Morgan, Mayor or City of Round Rock, Texas, on behalf of said City.

(seal)

Notary Public Signature

EXHIBIT "A"

SCHOOL TRACT

74.826 Acres

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 89.693 ACRE TRACT OF LAND CONVEYED TO D&M CARMEL CREEK TWO, LLC, BY DEED RECORDED IN DOCUMENT No. 2012006366 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND PART OF THAT 4.0 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO D&M CARMEL DREEK TWO, LLC, RECORDED IN DOCUMENT No. 2012093145 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAVE AND EXCEPT THAT 2.000 ACRE TRACT OF LAND CONVEYED TO GERALD J. HERNANDEZ AND TERESA HERNANDEZ BY DEED RECORDED IN DOCUMENT No. 2011015549 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod found in the West Line of that 390.68 Acre Tract conveyed to Charles N. Avery, III, et al, by deed recorded in Document No. 2002071339 of the Official Public Records of Williamson County, Texas, at the Northeast Corner of Lot 31, Block A, Garden Park Section One, according to the plat thereof recorded in Cabinet E, Slides 276-278 of the Plat Records of Williamson County, Texas, the same being the Southeast Corner of said 4.0 Acre Tract;

THENCE S.87°22'36"W. along the South Line of said 4.0 Acre Tract and the North Line of said plat of Garden Park Section 1 (at 251.70 feet pass the Southwest Corner of said 4.0 Acre Tract and continue along the South Line of said 89.693 Acre Tract) in all a distance of 989.71 feet to a 1/2" iron rod found;

THENCE S.87°17'38"W. along the South Line of said 89.693 Acre Tract a distance of 422.99 feet to a 1/2" iron rod found at the Southwest Corner of said 89.693 Acre Tract;

THENCE N.02°32'09"W. along the West Line of said 89.693 Acre Tract (at 173.55 feet pass a 1/2" iron rod with RJ Surveying cap found at the Northeast Corner of Lot 56A, Block G, Siena Section 21, according to the plat thereof recorded in Document No. 2014037293 of the Official Public Records of Williamson County, Texas, and at 2333.37 feet pass a 1/2" iron rod found with RJ Surveying cap at the Northeast Corner of Lot 47, Block G, Siena Section 27, according to the plat thereof recorded in Document No. 2015018917 of the Official Public Records of Williamson County, Texas,) in all a distance of 2347.42 feet to a 1/2" iron rod found at the Southwest Corner of Lot 1, Block E, Green Haven Subdivision Phase 1, according to the plat thereof recorded in Document No. 2012003555 of the Official Public Records of Williamson County, Texas, the same being the Southwest Corner of that Less, Save and Except 72.091 Acre Tract described in the said deed recorded in Document No. 2012006366 of the Official Public Records of Williamson County, Texas;

THENCE across said 89.693 Acre Tract and along the South Line of said 72.091 Acre Tract and the South Line of said plat of Green Haven Subdivision Phase 1 the following two courses:

1. N.87°27'39"E. a distance of 796.79 feet to a 1/2" iron rod found;
2. N.77°35'31"E. a distance of 619.20 feet to a 1/2" iron rod found in the East Line of said 89.693 Acre Tract and the West Line of that 148 Acre Tract conveyed to J. B. Pace and Beulah B. Pace by deed recorded in Volume 526, Page 648 of the Deed Records of Williamson County, Texas;

THENCE S.03°02'23"E. along the East Line of said 89.693 Acre Tract and the West Line of said 148 Acre Tract a distance of 875.00 feet to a 1/2" iron rod found at the common West Corner of said 148 Acre Tract and said 390.68 Acre Tract;

THENCE S.02°27'55"E. along the West Line of said 390.68 Acre Tract and the East Line of

74.826 Acres

said 89.693 Acre Tract a distance of 741.63 feet to a 1/2" iron rod found at the Northeast corner of said 2.000 Acre Tract of land conveyed to Gerald J. Hernandez and Teresa Hernandez;

THENCE S.87°33'46"W. across said 89.693 Acre Tract and along the North Line of said 2.000 Acre Tract a distance of 251.37 feet to a 1/2" iron rod found at the Northwest Corner of said 2.000 Acre Tract;

THENCE S.02°25'32"E. along the West Line of said 2.000 Acre Tract (at 142.68 feet pass a 1/2" iron rod found at the Northeast Corner of said 4.0 Acre Tract and an interior corner of said 89.693 Acre Tract and continue along the West Line of said 2.000 Acre and the East Line of said 89.693 Acre Tract) in all a distance of 346.38 feet to a 1/2" iron rod found at the Southwest Corner of said 2.000 Acre Tract;

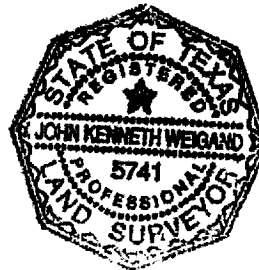
THENCE N.87°33'58"E. across said 4.0 Acre Tract and along the South Line of said 2.000 Acre Tract a distance of 251.49 feet to a 1/2" iron rod found in the West Line of said 390.68 Acre Tract and the East Line of said 4.0 Acre Tract;

THENCE S.02°29'36"E. along the East Line of said 4.0 Acre Tract and the West Line of said 390.68 Acre Tract a distance of 487.87 feet to the said Point of Beginning.

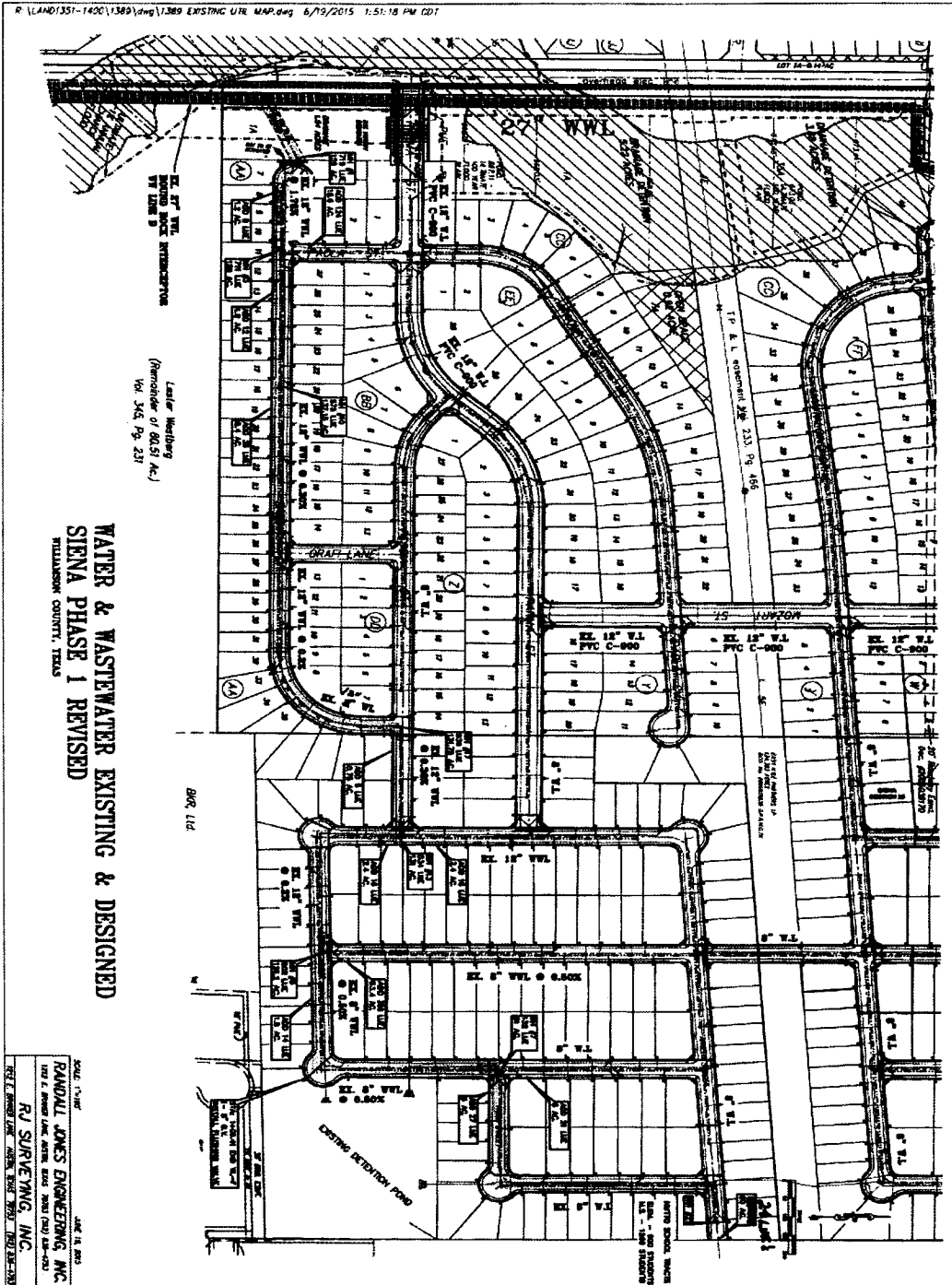
Containing 74.826 acres, more or less, as shown on the sketch attached.

John K. Weigand Sept. 4, 2015
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753
F-10015400



All iron rods set have RJ Surveying caps
Bearings are Texas State Plane Central Zone NAD 83



**WATER & WASTEWATER EXISTING & DESIGNED
SIENA PHASE 1 REVISED**
HILLMAN COUNTY, TEXAS

SCALE: 1"=40'
DATE: 10.2015
RANDALL JONES ENGINEERING, INC.
1000 E. BRIDGE LANE, SUITE 200, MIDLAND, TEXAS 79701
RJ SURVEYING, INC.
1000 E. BRIDGE LANE, SUITE 200, MIDLAND, TEXAS 79701

EXHIBIT "C"

Developer Interest Calculations					
Series 2018 Bonds	3.73%				
Subtotal Section 24 Costs		\$9,741.43			
Completed 12/13					
Assume 2/19 close					
62 months					
Series 2017 Bonds	3.59%				
Subtotal Section 21 Costs		\$49,098.33			
Completed 4/14					
Assume 2/19 close					
44 months					
Total Developer Interest				\$8,337.96	
Total Costs					
Construction					
Pro-rated share through Section 24		\$9,741.43			
Pro-rated share through Section 21		\$49,098.33			
Engineering and Testing @ 12% construction costs					
Section 24		\$1,168.97			
Section 21		\$5,891.80			
Developer Interest					
Section 24		\$1,876.19			
Section 21		\$6,461.77			
Total Cost for Pass- Through Service					\$74,238.49

Total Costs

