

EXHIBIT

"A"

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED WHOLESALE WATER SUPPLY
AND
WASTEWATER COLLECTION AND TREATMENT AGREEMENT
BETWEEN
THE CITY OF ROUND ROCK
AND
R&R MOBILE JOINT VENTURE**

This First Amendment ("First Amendment") is made and entered into as of the ____ day of _____, 2019 by and between the City of Round Rock, Texas ("City"), a home rule city located in Williamson County, Texas and R&R Mobile Joint Venture ("R&R"), a Texas joint venture.

RECITALS

WHEREAS, the City and R&R have previously entered into that certain Wholesale Water Supply and Wastewater Collection and Treatment Agreement (the "Original Agreement") effective January 27, 2000; and

WHEREAS, the City and R&R entered in an Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (the "Amended Agreement") effective August 8, 2013; and

WHEREAS, the Amended Agreement provides that R&R may request to purchase additional Service Units from the City for water and wastewater service; and

WHEREAS, R&R has requested to purchase one additional Service Unit; and

WHEREAS, the City wishes to grant R&R's request;

NOW THEREFORE, for and in consideration of the premises and mutual obligations and benefits herein contained, the City and R&R hereby agree as follows:

**ARTICLE I
Definitions**

1.01. Terms used herein shall have the same definitions as contained in the Amended Agreement.

ARTICLE II
Purchase of an Additional Service Unit

2.01. Pursuant to the terms of the Original Agreement, R&R has purchased and is entitled to connect 230 Service Units to the City's Water System and Wastewater System. R&R has paid 230 Water Impact Fees and Wastewater Impact Fees.

2.02. Pursuant to Sec. 2.05 of the Amended Agreement, R&R has requested the City to allow R&R to purchase one additional Service Unit. The City is willing to grant R&R's request.

2.03. As consideration for the purchase of the additional Service Unit, R&R agrees to pay the City \$4,025.00 for the Water Impact Fee, and \$2,099.00 for the Wastewater Impact Fee.

2.04. The Parties agree that **Exhibit A** of the Amended Agreement is amended to add the property outlined in **Exhibit 1** attached hereto.

2.05. The Parties agree that **Exhibit B** of the Amended Agreement is amended to add the following to the list of R&R's customers:

<u>Acct:</u>	<u>Unit</u>	<u>Type</u>	<u>Street Address</u>	<u>Current Occupant</u>	<u>Unit</u>
<u>3786</u>	Commercial		1103 Martin Ave.	Round Rock Refuse	214

ARTICLE III
Miscellaneous

3.01. To the extent necessary to effect the terms and provisions of this First Amendment, the Amended Agreement is hereby amended and modified. In all other respects, the aforesaid Amended Agreement is hereby ratified and confirmed.

3.02. This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and R&R, have caused this Agreement to be duly executed and effective as of the ____ day of _____, 2019.

(Signatures on following pages)

CITY OF ROUND ROCK, TEXAS

By: _____

Craig Morgan, Mayor

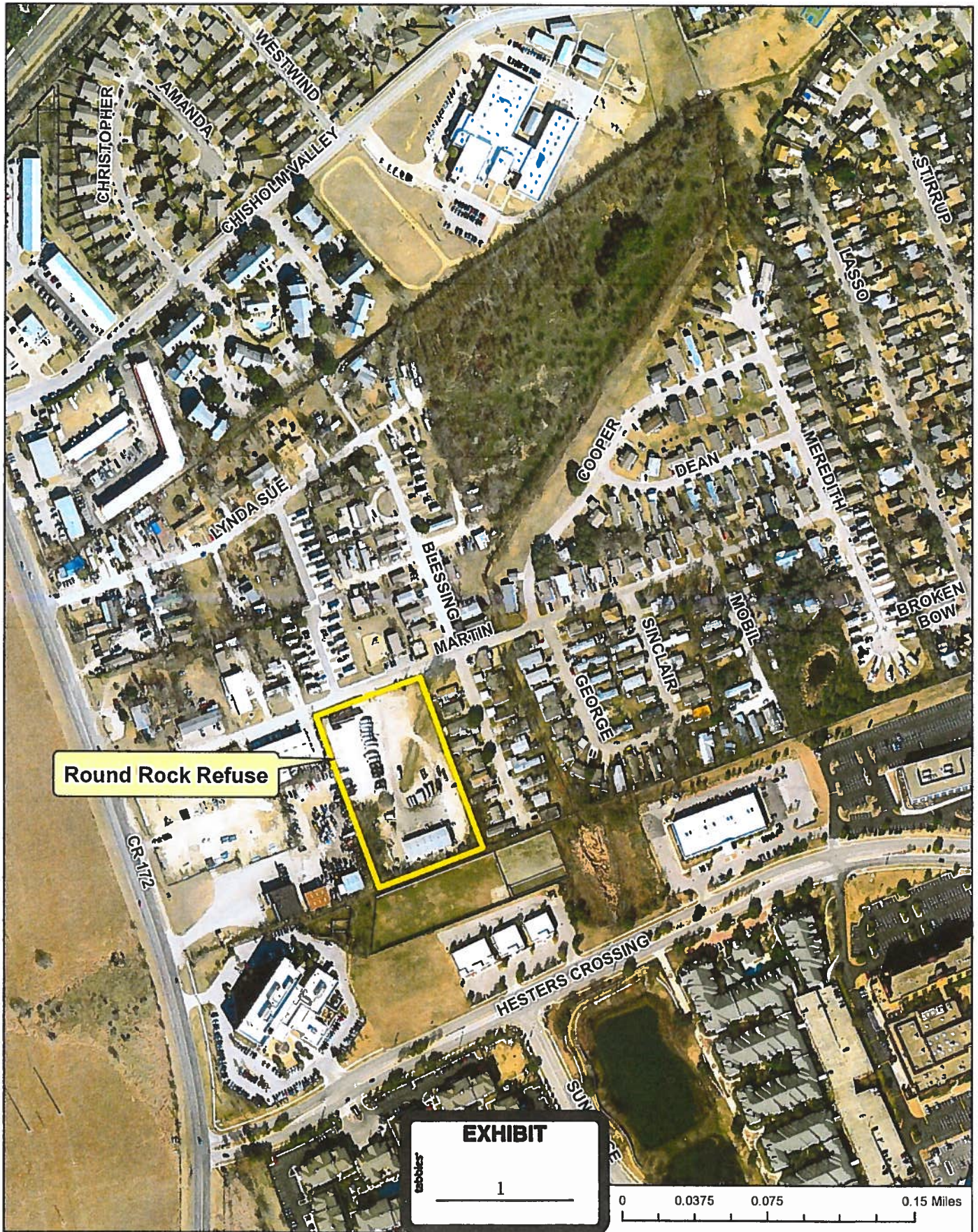
Attest:

Sara White, City Clerk

R&R MOBILE JOINT VENTURE

By: 

R. Kip Lewis, its General Partner



Amendment to Blessing Mobile Home Park Agreement

