

EXHIBIT

"A"

INTERIM WATER & SEWER SERVICE AGREEMENT

This INTERIM WATER & SEWER SERVICE AGREEMENT ("**Agreement**") is made and entered into by and between the City of Austin, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Austin**"), and the City of Round Rock, Texas, a home rule municipality organized and existing under the laws of the State of Texas ("**Round Rock**"), as of the date this Agreement is fully executed by the last party to sign the Agreement (the "**Effective Date**"). Austin and Round Rock are each a "**Party**" to this Agreement, and are collectively the "**Parties**."

RECITALS

WHEREAS, Round Rock is the holder of sewer Certificate of Convenience and Necessity ("**CCN**") No. 20421, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Round Rock is the holder of water CCN No. 11047, the boundaries of which are within Travis and Williamson Counties, Texas;

WHEREAS, Austin is the holder of sewer CCN No. 20636, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Austin is the holder of water CCN No. 11322, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Round Rock's water and sewer CCN boundaries and Austin's water and sewer CCN boundaries are adjacent to each other in certain locations;

WHEREAS, Investex II, LLC ("**Investex**") is the owner of an approximately 10.66 acre tract of land located at 16400 Bratton Lane, Round Rock, Texas more specifically described as Lot 1, Corridor Park I, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 94, Page(s) 306-307 of the Plat Records of Travis County, Texas (the "**Investex Tract**");

WHEREAS, the Investex Tract is entirely within Round Rock's city limits, and the Investex Tract overlaps both Austin and Round Rock water and sewer CCNs;

WHEREAS, a small portion along the north end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes, is located within Round Rock's water and sewer CCNs;

WHEREAS, a small portion along the south end of the Investex Tract, which is more specifically described and depicted in **Exhibit A**, is located within Austin's water and sewer CCNs (the "**Transfer Tract**");

WHEREAS, Round Rock intends to service the Investex Tract with water and sewer service in accordance with Round Rock's CCNs; however, the small portion of the Investex Tract

Interim Water & Sewer Service Transfer Agreement

also overlaps with the Austin CCNs;

WHEREAS, Investex has requested that Austin release the Investex Tract from Austin's overlapping water and sewer CCN boundaries;

WHEREAS, Austin and Round Rock intend to enter into a water and sewer area transfer agreement in accordance with Texas Water Code ("TWC") §13.248;

WHEREAS, the Parties wish to acknowledge Round Rock's service to the Investex Tract and allow Round Rock to provide and continue to provide water and sewer service to the Investex Tract;

WHEREAS, TWC § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "**PUC**") after public notice and hearing;

WHEREAS, Investex is in the process of coordinating a potential water and sewer service area transfer between Austin and Round Rock to officially re-designate the CCN boundaries in accordance with the TWC and PUC regulations, and;

WHEREAS, the parties intend for this Agreement to terminate upon approval by the PUC of the revised boundaries;

NOW, THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Purpose.** This Agreement designates the customer to be provided water and sewer service by Round Rock.
2. **Interim Water Service.** The Parties agree that Round Rock will provide water and sewer service to the Transfer Tract. The Parties agree that this is an interim water and sewer service agreement and it will be valid until such time as the PUC officially re-designates the CCN boundaries in accordance with the TWC and PUC regulations, or until such time as either Party terminates this Agreement in accordance with Section 13.
3. **No Continuing Obligation to Serve.** Upon termination in accordance with Section 13 of the Agreement, provided that the PUC has approved transfer of the Transfer Tract to Round Rock's CCNs, Austin shall have no further obligation to provide retail water and sewer service to the Transfer Tract.
4. **Jurisdiction and Venue.** This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Travis County, Texas.

5. **Complete Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter. This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to the Agreement.
6. **Notice.** When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee, whichever is earlier. The Parties may make routine communications by first class mail, e-mail, or other commercially accepted means. Notices and routine communications to Austin and Round Rock shall be addressed as follows:

CITY OF AUSTIN
Attn: Director
625 E. 10th Street, Suite 800
Austin, Texas, 78701
Phone: (512) 972-0108
Email: greg.meszaros@austintexas.gov

CITY OF ROUND ROCK
Attn: City Manager
221 E. Main Street
Round Rock, Texas, 78664
Phone: (512) 218-5400


7. **Assignment.** A party to this Agreement may not assign or transfer its interests under this Agreement.
8. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
9. **Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original. All such counterparts shall together constitute and be one and the same instrument.
10. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

11. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.
12. **Severability.** If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
13. **Termination.** Round Rock shall provide notice to Austin when the PUC approves a water service area transfer and re-designates the CCN boundaries. Investex may provide this notice on Round Rock's behalf. If the revised CCN boundaries are approved by the PUC, this Agreement will no longer be necessary, and the Agreement shall automatically terminate. If the PUC does not approve the transfer, the Parties agree to work together to ensure that the Transfer Tract continues to receive water and sewer service. If the PUC does not approve the Parties' application for a water service area transfer, either Party may terminate this Agreement by providing the other Party with at least sixty (60) days' advance notice in writing.

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IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

CITY OF AUSTIN, TEXAS, a Texas home rule municipality

By:  _____

Name: Greg Meszaros

Title: Director, Austin Water

Date: 06/18/2020

CITY OF ROUND ROCK, TEXAS, a Texas home rule municipality

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
The “*Transfer Tract*”

Water and Sewer CCNs-16400 Bratton

