

# EXHIBIT

## "A"

### WATER SERVICE AREA TRANSFER AGREEMENT

This WATER SERVICE AREA TRANSFER 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 collectively they are 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 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,** Texas Water Code ("**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,** Austin and Round Rock wish to enter into a TWC § 13.248 agreement to transfer the Transfer Tract from Austin's CCNs to Round Rock's CCNs, which Investex will coordinate;

**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 shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer.** Austin transfers and conveys to Round Rock the portions of Austin's water CCN No. 11322 and the portions of Austin's sewer CCN No. 20636 that overlap with the Transfer Tract, subject to approval by the PUC. Round Rock will work through Investex to prepare, file, and advance the necessary transfer applications in accordance with the TWC for such approval by the PUC. Austin agrees to cooperate with Round Rock in advancing application(s) to the PUC to transfer such water and sewer CCN boundaries from Austin's CCNs to Round Rock's CCNs, should the need arise.
3. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application(s) to transfer the portion of Austin's water and sewer CCNs overlapping with the Transfer Tract to Round Rock, Austin shall have no further obligation to provide retail water or sewer service to the Transfer Tract.
4. **Termination.** Either Party shall have the authority to terminate this Agreement for its convenience at any time before the transfer is approved by the PUC.
5. **Applicable Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the Constitution and 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.

6. **Entire Agreement.** The Agreement reflects the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
7. **Notice.** When this Contract 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  
E-mail: [greg.meszaros@austintexas.gov](mailto:greg.meszaros@austintexas.gov)

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

8. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors of that Party.
9. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
10. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
11. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

**12. 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.

**13. 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.

*The remainder of this page is intentionally left blank.*

**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 ROUND ROCK, TEXAS**, a Texas home rule municipality

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

Date: \_\_\_\_\_

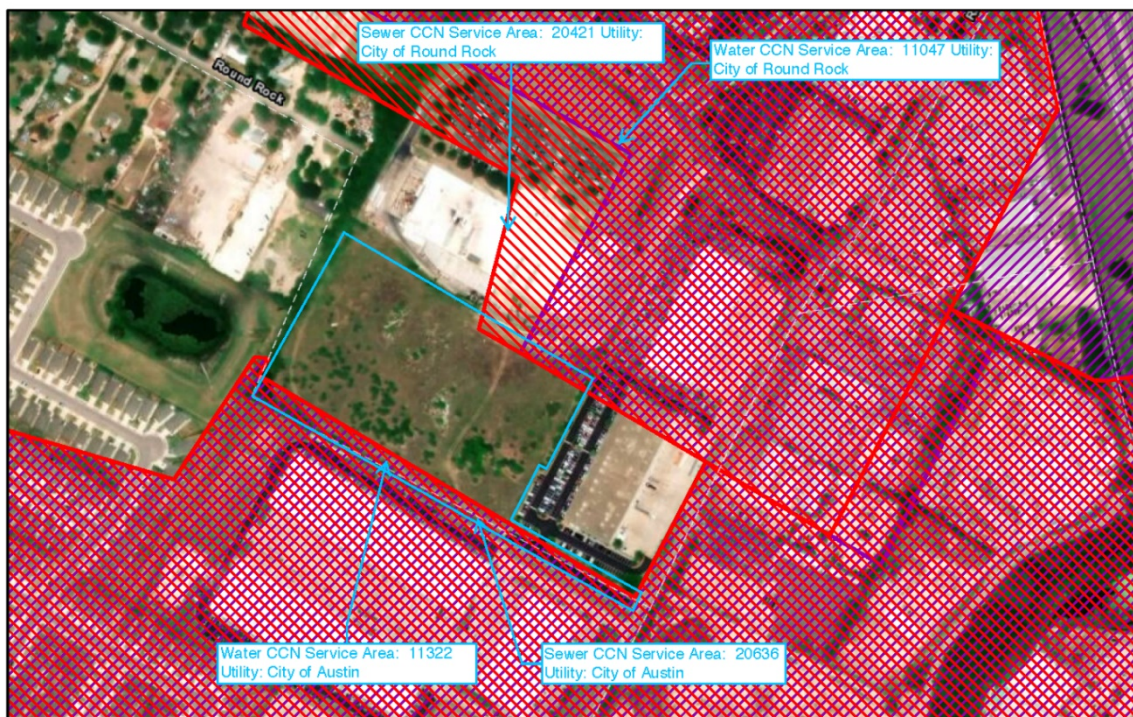
**CITY OF AUSTIN, TEXAS**, a Texas home rule municipality

By:  \_\_\_\_\_  
Greg Meszaros, Director, Austin Water

Date: 07/02/2020

**Exhibit A**  
The “*Transfer Tract*”

Water and Sewer CCNs-16400 Bratton



June 4, 2019

