

EXHIBIT

"A"

AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [LOT 1, BLOCK A, SIENA SECTION 35]

THIS AGREEMENT FOR PASS-THROUGH WASTEWATER SERVICE [LOT 1, BLOCK A, SIENA SECTION 35] (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 ("District No. 1"), SIENA MUNICIPAL UTILITY DISTRICT NO. 2, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code ("District No. 2" and, collectively with District No. 1, the "Districts"), WILLIAMSON COUNTY EMERGENCY SERVICES DISTRICT NO. 3, a political subdivision of the State of Texas ("ESD No. 3"), and the CITY OF ROUND ROCK, TEXAS, a home rule municipality located in Williamson County, Texas (the "City"). District No. 1, District No. 2, ESD No. 3, and the City are sometimes referred to individually in this Agreement as a "Party" and collectively as the "Parties".

RECITALS:

A. District No. 1 purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between District No. 1 and the City (the "District No. 1 Wholesale Agreement") and District No. 2 purchases and receives wholesale wastewater service from the City pursuant to the Wholesale Wastewater Agreement dated June 27, 2013 between District No. 2 and the City (the "District No. 2 Wholesale Agreement" and, collectively with the District No. 1 Wholesale Agreement, the "Wholesale Agreements").

B. ESD No. 3 is planning to develop Lot 1, Block A, SIENA SECTION 35, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. 2020046670 (the "Property"), with an emergency services station within an 11,155 square foot building, comprised of 6,440 square feet of an apparatus bay and 4,715 square feet of living quarters. The City has represented to ESD No. 3 that 8 living unit equivalents ("LUEs") of wastewater capacity in the City's wastewater system are available for use by ESD No. 3 to serve the Property. However, because the City does not have existing wastewater lines in the area to which the Property could readily connect, ESD No. 3 has requested to use the Districts' wastewater systems on a pass-through basis in order to obtain retail wastewater service from the City to the Property.

C. The Parties desire to enter into this Agreement to set forth the terms and conditions on which the City and ESD No. 3 may utilize the Districts' wastewater systems to provide wastewater service to the Property on a pass-through basis.

AGREEMENT

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

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

Section 2. Pass-Through Wastewater Service.

A. Authorization of Pass-Through Service. Subject to the terms and conditions of this Agreement, the City may connect a wastewater line owned by ESD No. 3 (the "ESD No. 3 Wastewater Line") to the Districts' wastewater lines (the "District Wastewater Lines") and wastewater collection systems at the point of connection identified as the "Section 35 Connection Point" on Exhibit "A" attached hereto (the "District Wastewater Point of Connection") to allow the City to provide up to 8 LUEs of retail wastewater service to the Property using the Districts' wastewater systems on a pass-through basis. The Districts have reviewed their current capacity and have determined that they have the wastewater capacity to allow 8 LUEs of wastewater to pass from the Property through their 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 ESD No. 3, without the prior written consent of the Districts, deliver through the Districts' wastewater collection system more than 8 LUEs of wastewater from the Property measured at the District Wastewater Point of Connection.

2. District No. 1 has and will continue to have its guaranteed reservation and commitment of 2,556 LUEs of wastewater capacity from the City under the District No. 1 Wholesale Agreement and District No. 2 has and will continue to have its guaranteed reservation and commitment of 2,556 LUEs of wastewater capacity from the City under the District No. 2 Wholesale Agreement. None of the LUEs of capacity guaranteed and reserved to the Districts under the Wholesale Agreements will be utilized to serve the Property under this Agreement. Instead, the City is committing 8 LUEs of wastewater capacity directly to the Property and will simply be using the Districts' wastewater systems to provide retail wastewater service to the Property on a pass-through basis.

3. To the extent that ESD No. 3 desires to make improvements to the Property that would impact wastewater generation, ESD No. 3 will submit all plans and specifications for such improvements to the Districts prior to construction of such improvements so that the Districts 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 Districts. Further, within ten days after approval by the applicable governmental authority, ESD No. 3 will provide the Districts with copies of all approved site plans, and amendments thereto. ESD No. 3 will be solely responsible for the cost of any infrastructure improvements to ESD No. 3's or the City's wastewater systems that are necessary to enable the City to provide retail wastewater service to the Property, including the ESD No. 3 Wastewater Line from the Property to the District Wastewater Point of Connection (the "ESD No. 3 Wastewater Facilities") and ESD No. 3 will, at its sole cost and expense, operate and maintain the ESD No. 3 Wastewater Facilities in compliance with all applicable rules and regulations; provided, however, that the ESD No. 3 Wastewater Facilities may be

dedicated to the City, in which case the City will accept the ESD No. 3 Wastewater Facilities for operation and maintenance.

4. THE DISTRICTS WILL HAVE NO LIABILITY OF ANY KIND OR NATURE WITH RESPECT TO THE ESD NO. 3 WASTEWATER FACILITIES, AND DEVELOPER WILL INDEMNIFY, DEFEND, AND HOLD THE DISTRICTS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND REPRESENTATIVES 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 ESD NO. 3 WASTEWATER FACILITIES. SUCH OBLIGATION APPLIES WHETHER ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICTS CAUSED THE LOSS IN WHOLE OR IN PART; PROVIDED HOWEVER, IN THE EVENT OF ANY JOINT OR CONCURRENT LIABILITY BETWEEN THE DISTRICTS AND DEVELOPER, DEVELOPER'S OBLIGATIONS HEREIN WILL BE REDUCED BY THE PERCENTAGE OF NEGLIGENCE OR FAULT APPORTIONED TO THE DISTRICTS.

5. ESD No. 3 and the City will be responsible for ensuring that all discharges of industrial waste from the Property 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 Districts will be entitled to inspect the facilities constructed to serve the Property 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 Districts will not have any obligations regarding the required pretreatment of such wastewater. The City will not impose any fee, charge, or fine upon the Districts 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 Districts any surcharge that is caused by wastewater received at the District Wastewater Point of Connection.

6. The 8 LUEs of wastewater service authorized under this Agreement may only be used to provide wastewater service to ESD No. 3 for the Property. Except as expressly authorized by this Agreement for pass-through wastewater service to the Property, neither ESD No. 3 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 Districts' water or wastewater utility systems without the prior written consent of the Districts. If ESD No. 3 or the City does

so, the Districts may immediately terminate this Agreement and/or require ESD No. 3 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 Districts reserve the right to deny for any reason any request by ESD No. 3 or the City to increase the level of service under this Agreement or to serve any other facilities, persons, or property.

C. Capacity Charge. For the 8 LUEs of pass-through wastewater service capacity made available under this Agreement to the Property, ESD No. 3 will pay a non-refundable capacity charge of \$5,129.67 to District No. 1 and \$793.03 to District No. 2 (collectively, the "Capacity Charges"). The Capacity Charges must be paid on or before the Effective Date.

D. Operation & Maintenance Payment. The Districts will each invoice ESD No. 3 for a prorata portion of the costs of the operation and maintenance of the District Wastewater Lines used to provide pass-through wastewater service to the Property under this Agreement (the "Operation & Maintenance Payments"). The Operation & Maintenance Payments will be allocated based on the ratio of the number of LUEs of pass-through wastewater service capacity made available under this Agreement to the Property (provided that such number will not include any LUEs for which the Capacity Charges have been paid until such LUEs are actually being utilized) to the total number of wastewater LUE capacity in the District Wastewater Lines, as set forth on Exhibit "B" attached hereto (the "Prorata Allocation"). The Operation & Maintenance Payments will be paid by ESD No. 3 within 30 days after receipt of the invoice. The Operation & Maintenance Payments will be in addition to any other payments required by this Agreement. Interest charges for any overdue Operation & Maintenance Payments will be paid by ESD No. 3 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 2043, ESD No. 3 will pay an annual fee of \$23 per LUE to District No. 1 and an annual fee of \$4 per LUE to District No. 2 for the debt service for the District Wastewater Lines used to provide pass-through wastewater service to the Property under this Agreement (collectively, the "Debt Service Payments"), except that any LUEs will not be factored into the Debt Service Payments until such LUEs are actually being utilized. The Debt Service Payments are ESD No. 3's Prorata Allocation of the debt service owed for the District Wastewater Lines. The amount of the Debt Service Payments may be adjusted by the Districts annually to reflect the actual debt service for the District Wastewater Lines, if such debt service changes; provided, however, the Districts shall provide written notice to ESD No. 3 of any adjustment at least thirty days prior to the effective date of such adjustment. The Debt Service Payments will be in addition to any other payments required by this Agreement. Interest charges for any overdue Debt Service Payments will be paid by ESD No. 3 in accordance with Texas Government Code Section 2251.025.

F. Payment for Retail Service. The City will bill wastewater customers within the Property 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 Districts, if, for any reason, ESD No. 3 or the City violates any provision of this Agreement, the Districts will, after the notice and opportunity to cure period described above, have the right to disconnect the Property from the Districts' systems and to terminate this Agreement if, in which event, ESD No. 3 will be solely responsible for all actual costs and standard District fees related to disconnection from the Districts' 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 ESD No. 3 or the City, in whole or in part, without the prior written consent of the Districts. This Agreement will be recorded in the Official Public Records of Williamson County, Texas, will run with the land comprising the Property, and will be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns, and all future owners or occupants of any portion of the Property.

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 Districts 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

Siena Municipal Utility District No. 2
c/o Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with copies to:

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

All notices to ESD No. 3 will be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

Williamson County Emergency Services District No. 3
Attn: Fire Chief
501 Exchange Boulevard
Hutto, Texas 78634

with a copy to:

The Carlton Law Firm, P.L.L.C.
Attn: John J. Carlton
4301 Westbank Drive, Suite B-130
Austin, Texas 78746

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, PLLC
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 twenty years from the Effective Date.

Section 12. Effective Date. The effective date of this Agreement (the "Effective Date") will be the date that the Districts execute this Agreement after receipt of fully executed original counterparts from ESD No. 3 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 NO. 1:

SIENA MUNICIPAL UTILITY DISTRICT NO. 1

By: 
Douglas Kuenstler, President
Board of Directors

Date: July 15, 2020

THE STATE OF TEXAS

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COUNTY OF TRAVIS


This instrument was acknowledged before me on the 15th day of July, 2020, 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

DISTRICT NO. 2:

SIENA MUNICIPAL UTILITY DISTRICT NO. 2

By: 
Jeff O'Jibway, President
Board of Directors

Date: 7/6/20


THE STATE OF TEXAS

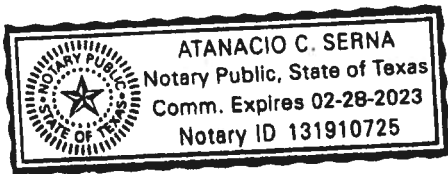
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COUNTY OF TRAVIS

This instrument was acknowledged before me on the 6 day of July, 2020,
by Jeff O'Jibway, President of the Board of Directors of Siena Municipal Utility District No. 2, on
behalf of said District.

(seal)


Notary Public Signature



ESD NO.3:

**WILLIAMSON COUNTY EMERGENCY
SERVICES DISTRICT NO. 3, a political
subdivision of the State of Texas**

By: 

Bill Brown, President
Board of Commissioners

Date: 7-7-2020

THE STATE OF TEXAS

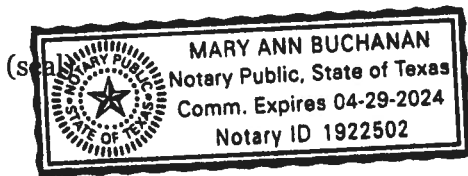
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COUNTY OF Williamson

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This instrument was acknowledged before me on the 7th day of July, 2020,
by Bill Brown, President of the Board of Commissioners of Williamson County Emergency
Services District No. 3, a political subdivision of the State of Texas, on behalf of said political
subdivision.





Notary Public Signature

CITY:

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Date: _____

THE STATE OF TEXAS §
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COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Craig Morgan, Mayor of the City of Round Rock, Texas, on behalf of said City.

(seal)

Notary Public Signature

EXHIBIT "A"

DISTRICT WASTEWATER POINT OF CONNECTION

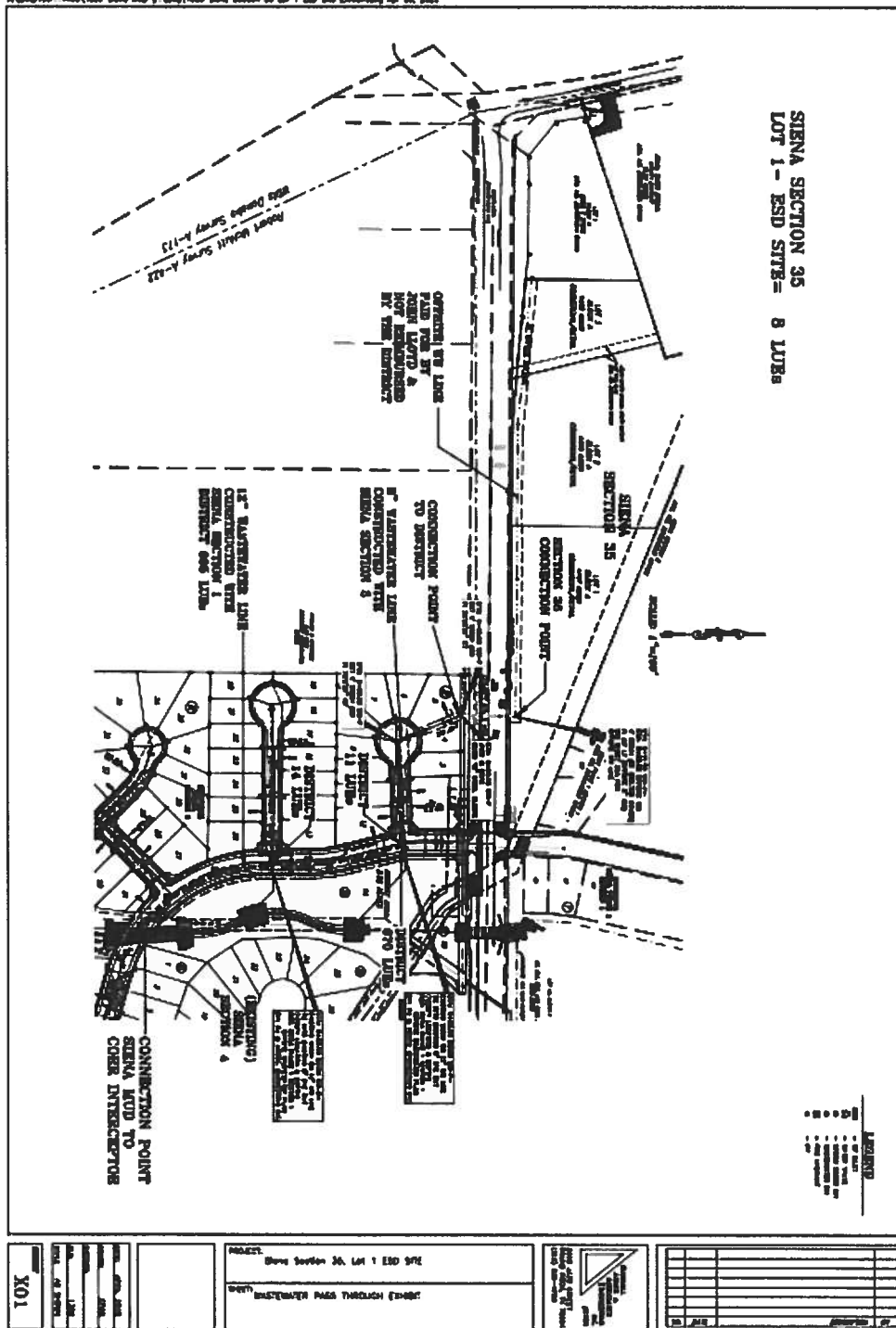


EXHIBIT "B"

PRORATA ALLOCATION

Developer Interest Calculations

Lot 1 ESD Site

Series 2018 Bonds	3.77%	Costs	Interest
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Subtotal Section 1 Costs		\$596.04	
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Completed 10/14

Assume 5/1/2020 close	67 months		\$125.46
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Series 2019 Bonds	3.31%	Costs	Interest
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Subtotal Section 3 Costs		\$4,354.84	
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Completed 8/18

Assume 5/1/2020 close	21 months		\$252.25
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Total Developer Interest			\$377.72
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Total Costs

Construction

Pro-rated share through Section 1			\$596.04
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Pro-rated share through Section 3			\$4,354.84
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Engineering and Testing @ 12% construction costs

Section 1			\$71.52
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Section 3			\$522.58
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Developer Interest

Section 1			\$125.46
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Section 3			\$252.25
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Total Costs Per Section

Section 1			\$793.03
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Section 3			\$5,129.67
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Total Cost for Pass- Through Service for LOT - ESD Site			\$5,922.70
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Siena MUD 1 WW Allocation for Siena Commercial Along CR 109

Segment	MH ID	Pipe Size (in)	Slope (%)	Unit	Cost	Siena Lues	Total Costs
Sect 1 Contract							
	Sid MH	12	0.5	4	Line A 4,000.00	695	16000
	Drop MH			1	4,900.00		4900
	12 " 10-12' deep			616	37.00		22792
	12 " 12-14' deep			51	62.00		3162
	12 " 14-16' deep			50	68.00		3400
	Connect to Ex			1	1,800.00		1800
	Trench Safety			717	1		717
	Adjust MH			5	100		500
							53,271.00
Sect 3 Contract							
	Sid MH	8	0.5	1	Line F 3,500.00	11	3500
	8 " 0-8' deep			150	32.00		4800
	8 " 8-10' deep			100	34.00		3400
	8 " 10-12' deep			100	39.00		3900
	Connect to Ex			1	1,000.00		1000
	Trench Safety			350	0.5		175
	Adjust MH			1	100		100
							16,875.00
Total Costs							\$70,146.00
Pro-Rated Costs							
				Sect 3 8" Line		Total Pro-Rated Costs	
Lot 1 ESD	8 LUES			Sect 1 12" Line			
				\$596.04		\$4,950.88	
				\$4,354.84			