

PROFESSIONAL SERVICES AGREEMENT BETWEEN
TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 17
AND THE CITY OF PFLUGERVILLE, TEXAS

This Professional Services Agreement (this "Agreement") is entered into effective as of _____, 2014, between Travis County Municipal Utility District No. 17 (the "District"), a political subdivision of the State of Texas, and the City of Pflugerville, Texas (the "City"), a municipal corporation, each acting by and through its undersigned and authorized representative.

RECITALS

The District has been created, with the consent of the City, to provide for, among other services, water, wastewater, and drainage utility services to residents and property owners within its geographic boundaries.

Sorento Holdings 2012, LLC, the developer of the land within the District, has constructed, and the District operates, the drainage system.

The District, and the City desire for the City to collect drainage fees for the District from building permit applicants at the time building permit fees are collected. The District and the City wish to enter into this agreement to specify the terms on which the City will collect the drainage fees for the District.

The District and the City find consolidating the collected of drainage fees for the District expedites development of the property and serves the public by minimizing the number of contacts needed to obtain permitting for active projects.

Therefore, in consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I.
RATES AND COMPENSATION

1.01. District Drainage Fees. The City agrees to collect, on behalf of the District, drainage fees set by the District and specified in the District's rate order (the "Drainage Fees"). The Drainage Fees will be collected by the City at the time of the City's collection of its building permit fees. All Drainage Fees collected by the City, less the charges due to the City for collection of the District Fees specified below, will be remitted to the District on a monthly basis, together with a detail showing the amount collected and related customer names and service addresses. The District agrees to pay the City a one-time set-up fee of \$100 to be billed and collected by the City on the District's behalf, plus a fee of \$0.25 per transaction, as compensation for the City's collection of the Drainage Fees.

ARTICLE II.
TERM AND TERMINATION

2.01. Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue in force until terminated by either party or until all fees are collected for all properties within the development.

ARTICLE III.
MISCELLANEOUS PROVISIONS

3.01. Authority. This Agreement is entered into, in part, under the statutory authority of Chapter 791, Texas Government Code. All payments required to be made hereunder will be payable from current revenues lawfully available to the paying party for such purpose.

3.02. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; (ii) by personally delivering it to the party, or any agent of the party listed in this Agreement; or (iii) by facsimile with confirming copy sent by one of the other described methods of notice set forth. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

City: City of Pflugerville
Attn: City Manager
P.O. Box 589
Pflugerville, TX 78691
Phone: (512) 990-6101
Fax: (512) 990-4364
E-Mail: citymanager@cityofpflugerville.com

District: Travis County Municipal Utility District No. 17
c/o Bott & Douthitt
Attn: Mary Bott
P.O. Box 2445
Round Rock, TX 78680
Phone: (512) 733-0700
Fax: (512) 733-0704
E-Mail: mary@bottdouthitt.com

The parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party. The District may, by giving at least five days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

3.03. Eligibility to Contract with the City. The District, by executing this Agreement, certifies that it meets all prerequisites necessary to contract with the City of Pflugerville pursuant to Chapter 38 of the City of Pflugerville Code of Ordinances, as amended.

3.04. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Travis County, Texas.

EXECUTED in multiple copies, each of which will constitute an original, on the dates set forth below:

CITY OF PFLUGERVILLE, TEXAS

By: _____
Brandon Wade, City Manager

Date: _____

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 17

By: _____
_____, President
Board of Directors

Date: _____