

SECOND AMENDMENT TO WASTEWATER SERVICE CONTRACT

This Second Amendment to Wastewater Service Contract (the “Second Amendment”) is executed by and between Kaufman County Municipal Utility District No. 3, a conservation and reclamation district created under the authority of Article XVI, Section 59 of the Texas Constitution by the Texas Commission on Environmental Quality (“KCMUD 3”), and the City of Forney, Texas (“Forney”) (each a “Party” and, collectively, the “Parties”), to be effective the ____ day of _____, 2018 (the “Effective Date”).

WHEREAS, Forney and Wynne/Jackson West Tract, L.P., a Texas limited partnership (“W/J”), entered into that certain Wastewater Service Contract dated March 1, 2005 (the “Original Contract”); and

WHEREAS, by Assumption of Contract dated June 30, 2006 (the “Assumption of Contract”), KCMUD 3 assumed and accepted all the rights, title, interest, obligations, liabilities, and responsibilities of W/J under the Original Contract; and

WHEREAS, Forney and KCMUD 3 entered into that certain First Amendment to Wastewater Service Contract dated October 16, 2007 (the “First Amendment”); and

WHEREAS, Forney has entered into the Buffalo Creek Interceptor System Contract with the City of Rockwall, the City of Heath and North Texas Municipal Water District, dated January 22, 2004 and a First Amendment to the Buffalo Creek Interceptor System Contract, dated October 28, 2004 (collectively, the “Interceptor Agreement”); and

WHEREAS, Section III.A. of the Original Contract states that the land being serviced pursuant to the Original Contract shall be only the Service Area, unless approved in writing by the parties to the Interceptor Agreement; and

WHEREAS, the Parties desire to amend the Original Contract to expand the Service Area, currently containing approximately 1,040 acres (as further described in Exhibit “A” of the Original Contract, as amended by the First Amendment), to include approximately 487 additional acres, as further set forth herein, and to obtain the approval of the City of Rockwall, City of Heath, and North Texas Municipal Water District of the expanded Service Area in accordance with Section III.A. of the Original Contract;

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in the Original Contract, the First Amendment, and this Second Amendment, and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties hereto agree as follows:

1. Terms. Capitalized terms not defined herein have the meanings assigned in the Original Contract.

2. Expansion of Service Area. The Service Area is hereby expanded and shall include, in addition to the approximately 1,040 acres described in the Original Contract and First Amendment, the approximately 487 acres described in Exhibit “A” attached to this Second Amendment and incorporated herein for all purposes.
3. Increase in Capacity Requirements. The limitations regarding wastewater capacity shall be amended and increased as described in Exhibit “B” attached hereto and incorporated herein for all purposes.
4. Consent. By execution hereof, the City of Rockwall, City of Heath, and North Texas Municipal Water District hereby consent to the expansion of the Service Area to include the approximately 487 acres described in Exhibit “A.”
5. Recitals. The “Recitals” set forth in this Second Amendment are true and correct and form the basis upon which the Parties have entered into this Second Amendment and are incorporated as part of this Second Amendment for all purposes.
6. Full Force and Effect. The Original Contract, as assumed by the Assumption of Contract and amended by the First Amendment and this Second Amendment, remains in full force and effect.
7. Representations and Warranties. Each Party to this Second Amendment represents and warrants that: (a) the execution of this Second Amendment has been approved and authorized by such Party in accordance with all applicable requirements; (b) this Second Amendment is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) each Party has the authority to perform its duties and obligations under this Second Amendment; and (d) that the performance by each such Party of its duties and obligations under this Second Amendment will not violate any other agreement by which such Party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed and delivered as of the Effective Date.

KAUFMAN COUNTY MUNICIPAL UTILITY
DISTRICT NO. 3

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

CITY OF FORNEY, TEXAS

By: _____
Mayor

ATTEST:

By: _____
City Secretary



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