

**THIRD AMENDMENT
TO
GREATER TEXOMA UTILITY AUTHORITY – CITY OF MCKINNEY
POTABLE WATER PASS THROUGH & PUMPING AGREEMENT
Effective Date: October 1, 2019**

THIS THIRD AMENDMENT, is made and entered into effective the 1st day of October, 2019 to that one certain Original Agreement dated effective the 30th day of November, 2004, which Agreement was subsequently amended August 20, 2006 (the “Amended Agreement”) and May 17, 2017 (the “Second Amendment”) by and between the **CITY OF MCKINNEY, TEXAS**, a municipal corporation, hereinafter called the “City,” and the **GREATER TEXOMA UTILITY AUTHORITY**, hereinafter called “GTUA,” provides:

1. Section 12 of the Second Amendment shall be amended to read as follows:

TERM OF AGREEMENT. So long as no default shall exist, McKinney shall exercise its best efforts to complete the design and necessary utility infrastructure to effectuate this Amended Agreement, which if completed shall have a primary term commencing on December 31, 2006 (or sooner if McKinney completes the necessary utility infrastructure) and continue in force and effect until its termination on September 30, 2020, unless:

McKinney agrees to extend the Amended Agreement on a year-to-year basis if 1) McKinney determines, in its sole discretion, that it has available capacity for any requested extension term after September 30, 2019, 2) the increased volumes requested are not more than 2.5 MGD over the previous year’s volumes, and 3) GTUA agrees to a price for water delivery which is not less than 100% of the previous year’s Base Cost for the period beginning October 1, 2019 through September 30, 2020 and thereafter 150% more than the previous year’s Base Cost for any subsequent year; however, in no event shall the agreement be extended without the mutual agreement to the then existing timeline for the pending the completion of a new NTMWD transmission facility designed to provide service to GTUA; OR,

NTMWD completes construction of an adequate transmission facility designed to serve GTUA prior to the termination of this Amended Agreement, such as the transmission facility contemplated by NTMWD and the City of McKinney as a component of the planned McKinney Delivery Point #4. In such event, this Amended Agreement shall be immediately terminated upon the connection of the NTMWD transmission line to the GTUA Point of Delivery and upon final payment for any costs incurred by GTUA to McKinney under this Amended Agreement.

This THIRD AMENDMENT to the Potable Water Pass Through and Pumping Agreement shall be effective as of October 1, 2019.

IN WITNESS WHEREOF, the **CITY OF MCKINNEY, TEXAS** has caused this THIRD AMENDMENT to be signed and executed in its behalf by its City Manager, and duly attested by its City Secretary, and the **GTUA** has signed and executed this Agreement, both in duplicate, as of the dates written below.

[signatures on the following pages]

GREATER TEXOMA UTILITY AUTHORITY
Denison, Texas

By: _____
President, Board of Directors

Attest:

GREATER TEXOMA UTILITY AUTHORITY
Denison, Texas

By: _____
Secretary, Board of Directors

Accepted and agreed to:

Paul G. Grimes
City Manager
City of McKinney, Texas

Attest:

Empress Drane
City Secretary
City of McKinney, Texas

[Signatures below are needed]

Printed Name: _____
Mayor
City of Anna, Texas

Attest:

Printed Name: _____
City Secretary
City of Anna, Texas

Printed Name: _____
Mayor
City of Melissa, Texas

Attest:

Printed Name: _____
City Secretary
City of Melissa, Texas

Printed Name: _____
Mayor
City of Howe, Texas

Attest:

Printed Name: _____
City Secretary
City of Howe, Texas

Printed Name: _____

Mayor

City of Van Alstyne, Texas

Attest:

Printed Name: _____

City Secretary

City of Van Alstyne, Texas

PREPARED IN THE OFFICES OF:

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