

# Attachement "A"

## EXHIBIT D

### Pearl River Amendment

#### Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN

Title of Development: PEARL 75 – PEARL RIVER BASTROP SUBDIVISION

Concept Plan

Preliminary Plat

Replat

Short Form Plat

Date of Approved Concept Plan or Plat: May 2023.

Name and Contact (Developer): PRC 01 BASTROP, LLC

#### AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the \_\_\_ day of \_\_\_\_\_, 20\_\_ . This instrument (the “Amendment”) amends and supplements the Agreement as follows.

#### RECITALS

**WHEREAS**, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

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**WHEREAS**, the planned development of Pearl River, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 75.97 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

**WHEREAS**, the Pearl River development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

**WHEREAS**, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

**WHEREAS**, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas ("PUC") allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

**WHEREAS**, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

**WHEREAS**, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

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**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

## TERMS OF AMENDMENT

### SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

#### **A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop**

**ATTACHMENT A** to this Amendment shows a map of the Pearl River Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

#### **B. Calculation of compensation**

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

$$\text{Number of acres under development} \times \$ \underline{\hspace{2cm}} = \text{Total Compensation}$$

For the subject development, the actual calculation is as follows:

$$75.97 \text{ acres} \times \$8,200 = \$622,954.00$$

#### **C. Additional Amounts Owed to Aqua**

Bastrop shall pay Aqua the amount of \$ \_\_\_N/A\_\_\_ (for stranded assets, easement acquisition, existing customers, etc.).

#### **D. Payment**

Payment of the amounts calculated in Sections B and C above shall be paid within sixty (60) days of the effective date of the Amendment. Failure to timely pay shall constitute breach of a material term and/or condition of the Agreement and the Amendment as set forth in Section 3.5.

#### **E. Litigation**

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this

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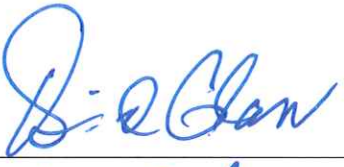
Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

## F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

By:   
President

Date: 4-9-2024

ATTEST:

By:   
Secretary, Board of Directors

Date: 4-9-24

BASTROP

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

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

ATTEST:

By: \_\_\_\_\_  
Secretary

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

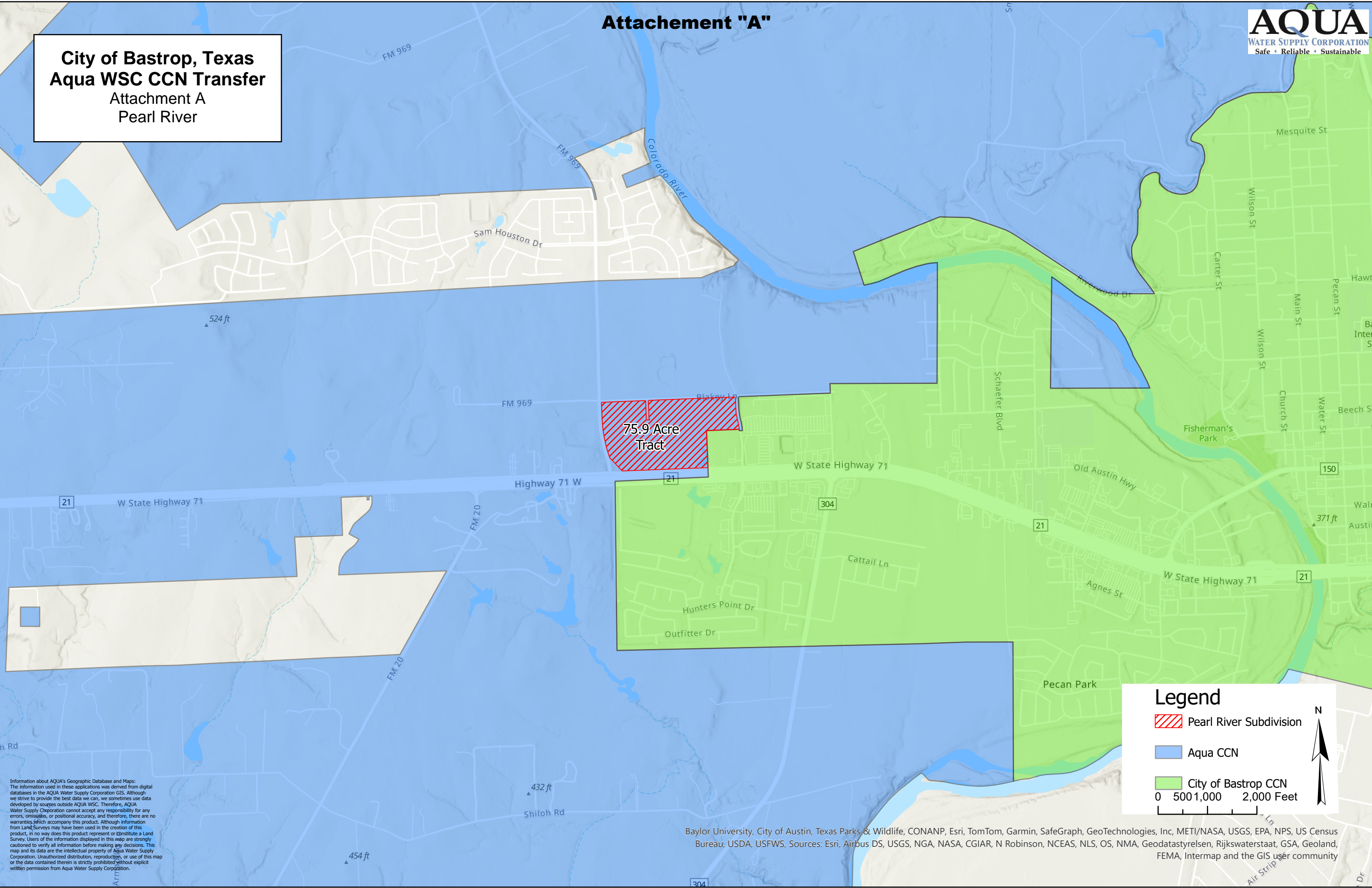
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## **ATTACHMENT A**

Map Showing the area of Aqua Water CCN subject to the transfer for Pearl River.

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**City of Bastrop, Texas**  
**Aqua WSC CCN Transfer**  
Attachment A  
Pearl River



Information about AQUA's Geographic Database and Maps:  
The information used in these applications was derived from digital databases in the AQUA Water Supply Corporation GIS. Although we strive to provide the best data we can, we sometimes use data developed by sources outside AQUA WSC. Therefore, AQUA Water Supply Corporation cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users of the information displayed in this map are strongly cautioned to verify all information before making any decisions. This map and its data are the intellectual property of Aqua Water Supply Corporation. Unauthorized distribution, reproduction, or use of this map or the data contained therein is strictly prohibited without explicit written permission from Aqua Water Supply Corporation.

**Legend**

- Pearl River Subdivision
- Aqua CCN
- City of Bastrop CCN

0 500 1,000 2,000 Feet