

SEWER CCN SERVICE AREA TRANSFER AGREEMENT

This **SEWER CCN TRANSFER AGREEMENT** is entered into this ____ day of _____, 2024 (this “Agreement”), by and among **NEW BRAUNFELS UTILITIES**, a Texas municipally owned utility (“NBU”), **GUADALUPE-BLANCO RIVER AUTHORITY**, a Texas conservation and reclamation district organized under Article 16, Section 59 of the Texas Constitution (“GBRA”), and **PACE HOMES OF TEXAS, LLC**, a Texas limited liability company (the “Developer” and, together with NBU and GBRA, the “Parties”), in connection with the boundary lines of the Certificates of Convenience and Necessity (“CCNs”) held by NBU and GBRA for the provision of sewer services to users pursuant to the Texas Water Code.

RECITALS:

WHEREAS, NBU holds sewer CCN No. 20282 for the provision of retail sewer service to certain areas in and about Comal County and Guadalupe County,;

WHEREAS, GBRA holds sewer CCN No. 20892 for the provision of retail sewer service to certain areas in and about Guadalupe County, Comal County, Hays County, and Kendall County.;

WHEREAS, Section 13.248 of the Texas Water Code authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the “PUC”) after public notice and hearing;

WHEREAS, a portion of GBRA’s sewer CCN service area is adjacent to NBU’s sewer CCN service area;

WHEREAS, Developer owns 8.442 acres of real property located near the intersection of FM 725 and East County Line Road, more particularly described in Exhibit A (the “Property”), which is currently located within the service area of GBRA’s sewer CCN;

WHEREAS, the Developer has requested that GBRA transfer the portion of its sewer CCN service area encompassing the Property (the “Service Area”) to NBU so that NBU can provide retail sewer services to the Property;

WHEREAS, the Property contains one single family dwelling;

WHEREAS, GBRA does not possess facilities capable of providing retail sewer service to the Property, nor does it provide sewer service to any customers in the area surrounding the Property;

WHEREAS, NBU currently has sewer connections or sewer facilities adjacent to or near the Property;

WHEREAS, NBU and GBRA are amenable to altering the boundaries of their respective sewer CCNs by transferring the Service Area to NBU so that it is removed from GBRA’s sewer CCN and added to NBU’s sewer CCN; and

WHEREAS, the Developer has provided to NBU maps and GIS data illustrating the Service Area to include with a petition to the PUC to transfer the Service Area from GBRA's sewer CCN to NBU's sewer CCN.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

Sewer CCN

1. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, GBRA hereby agrees to the modification of the boundaries of its sewer CCN to exclude the Service Area, such area to be transferred from GBRA's sewer CCN to the area to be encompassed within NBU's sewer CCN.
2. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, NBU hereby agrees to the expansion and modification of the boundaries of its sewer CCN to include the Service Area, such area to be transferred from GBRA's sewer CCN to the area to be encompassed within NBU's sewer CCN.
3. NBU shall be responsible for preparing and filing the application to obtain the PUC's approval of the transfer of the Service Area from GBRA's sewer CCN to NBU's sewer CCN. The Developer shall be responsible for hiring a third-party vendor to prepare hard copy maps with supporting electronic metadata, including but not limited to GIS shapefiles, for the Service Area that satisfies the PUC rules. The Developer shall submit the hard copy maps and supporting electronic metadata to NBU and GBRA for each party's review and approval prior to NBU's filing of such application.
4. NBU has provided a link to the Developer with PUC's mapping guidance webpage with instructions to the Developer and the third-party vendor to comply with the PUC's guidance for preparation of the maps. Neither NBU nor GBRA shall be liable for any mapping deficiencies identified by the PUC staff or delays resulting from any requirements by the PUC for revisions of the maps or mapping data.
5. The Developer agrees to pay all the expenses of NBU and GBRA in connection with the sewer CCN transfer, including, but not limited to, the following:
 - a. legal fees for NBU and GBRA;
 - b. PUC administrative fees; and
 - c. fees associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Service Area filed in connection with the PUC application.
6. GBRA and NBU agree that no compensation shall be due and owing between GBRA and NBU in conjunction with such transfer as no real or personal property of either party is being transferred.

7. NBU shall not commence providing retail sewer services for compensation to the Developer or any retail customer on the Property until the PUC has authorized the transfer of the Service Area from GBRA's sewer CCN to NBU's sewer CCN.
8. NBU shall not approve any documents indicating that NBU is the retail sewer services provider prior to the PUC authorizing the transfer of the Service Area from GBRA's sewer CCN to NBU's sewer CCN.
9. NBU agrees that, upon approval of the revision to its sewer CCN boundaries by the PUC to include the Service Area within the boundaries of its sewer CCN, GBRA shall have no further obligation to provide retail sewer service to the Service Area, and that NBU shall be solely responsible for the provision of retail sewer service to any owner or occupant of, or customers on, the Property and within the Service Area under such terms and condition as are allowed under its sewer CCN and all applicable governmental statutes and regulations.

General Provisions

1. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN COMAL AND GUADALUPE COUNTY, TEXAS, AS APPLICABLE, AND IT IS AGREED THAT ANY CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN COMAL COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINISTRATIVE LAW ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT AT THE PUC OR ITS SUCCESSOR AGENCY.
2. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
3. **Unintended Omission.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity or effect to any other word, clause, sentence, or provision appearing in this Agreement shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

4. Amendment. This Agreement shall not be amended or terminate except by an instrument signed by all Parties to this Agreement.
5. Entire Agreement. This Agreement reflects the entire agreement among the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection herewith.
6. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall be construed as one and the same instrument.

[The remainder of the page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Ryan Kelso, Chief Executive Officer

[Signature Page of NBU]

GUADALUPE-BLANCO RIVER AUTHORITY,
a Texas conservation and reclamation district

By: _____
Darrell Nichols, General Manager/CEO

[Signature Page of GBRA]

PACE Homes of Texas, LLC
a Texas limited liability company

By: _____
Name: Aaron Tyler Epstein
Title: President

[Signature Page of the Developer]

Exhibit A

METES AND BOUNDS DESCRIPTION
FOR A
8.442 ACRE TRACT OF LAND

Being a 8.442 acre tract situated in the William Pate Survey, Abstract No. 259, Guadalupe County, Texas, being comprised of a 2.310 acre tract of land being the remainder of a called 3.000 acre tract land recorded in Volume 705, Page 184, Official Public Records, Guadalupe County, Texas and a 5.132 acre tract being the remainder of a called 5.453 acre tract of land recorded in Volume 773, Page 29, Official Public Records, Guadalupe County, Texas and being all of a called 1.000 acre tract of land recorded in Document No. 2017011748, Official Public Records, Guadalupe County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" iron pin with yellow cap found for the Northwest corner of said 2.310 acre tract and the herein described tract, also being the Northeast corner of Lot 7 of Pecan Crossing Unit 1, plat of which is recorded in Volume 7, Pages 625-626, Map and Plat Records, Guadalupe County, Texas, and being in the South right-of-way line of County Line Road (variable width);

THENCE N 63°13'10" E, along the South right-of-way line of County Line Road, common with the North line of said 2.310 acre tract, a distance of 252.43 feet to a 1/2" iron pin with cap stamped "HMT" found for the Northeast corner of said 2.310 acre tract, common with the Northwest corner of said 1.000 acre tract;

THENCE N 63°13'10" E continuing along the South right-of-way line of County Line Road, passing at a distance of 33.27 feet, a 1/2" iron pin with cap stamped "Kolodzie" found, and continuing for a total distance of 71.22 feet to a 1/2" iron pin with cap stamped "HMT" found for the Northeast corner of said 1.000 acre tract and being the Northwest corner of a called 5.132 acre tract being the remainder of a called 5.453 acre tract recorded in Volume 773, Page 29 Official Public Records, Comal County, Texas;

THENCE N 63°13'10" E continuing along the South right-of-way of County Line Road, a distance of 221.61 feet to a 1/2" iron pin with cap stamped "MBC Eng" found for the Northeast corner of said 5.132 acre tract and the herein described tract and being the Northwest corner of a called 1.1 acre tract, recorded in Volume 1187, Page 889, Official Public Records, Guadalupe County, Texas;

THENCE S 38°52'19" E along the East line of said 5.132 acre tract and the herein described tract, common with the West line of said 1.1 acre tract and passing the Northwest corner of Lot 4, Pecan Crossing Unit 3, plat of which is Volume 8, Page 119, Map and Plat Records, Guadalupe County, Texas, continuing a total distance of 616.62 feet to a Nail found in a rock column, for the Southwest corner of Lot 3, of said Pecan Crossing Unit 3 and being the Southeast corner of said 5.132 acre tract and the herein described tract, also being in the North right-of-way line of Pecan Bluff (50ft- right-of-way) as shown on the aforementioned plat of Pecan Crossing, Unit 1;

THENCE S 63°07'52" W, along the North right-of-way of Pecan Bluff, common with the South line of said 5.132 acre tract and the herein described tract, passing at 163.74 feet a 3" fence post, and passing at an additional 300.70 feet a 3" fence post and continuing in all a distance of 673.53 to a 1/2" iron pin found

for the Southwest corner of said 5.132 acre tract and the herein described tract, and being the Southeast corner of Lot 13 and Lot 14 of the aforementioned Pecan Crossing Unit No. 1;

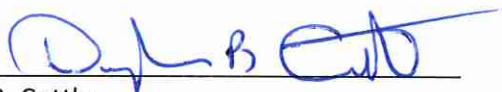
THENCE N 26°51'52" W a distance of 146.75 feet to a 1/2" iron pin with cap stamped "Kolodzie" found for the Northeast corner of said Lot 13 and Southeast corner of Lot 12, Pecan Crossing Unit 1 and being the Northwest corner of said 5.132 acre tract, also being the Southwest corner of the aforementioned 2.310 acre tract;

THENCE N 26°51'52" W continuing along the West line of said 2.310 acre tract and the herein described tract, common with the East line of said Pecan Crossing Unit 1, a distance of 457.22 feet to the POINT OF BEGINNING and containing 8.442 acres of land in Guadalupe County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Surveyed this the 18th day of March, 201 and revised June 1, 2018, to add fences.

Reference survey of said 8.442 acre tract of land prepared this same date.



Douglas B. Cottle
Registered Professional Land Surveyor No. 6149

S:\Projects\Title Surveys\Pate, William - Guadalupe\8.453 ac - 254 E. County Line Rd\
18-0504 BNDY\Pate William 8.442ac MB_254 E County Line Rd_18-0504.docx



BEING A 8.442 ACRE TRACT OF LAND SITUATED IN THE WILLIAM PATE SURVEY, ABSTRACT NO. 259, GUADALUPE COUNTY, TEXAS, COMPRISED OF A 2.310 ACRE TRACT OF LAND BEING THE REMAINDER OF A CALLED 3.000 ACRE TRACT RECORDED IN VOLUME 705, PAGE 184, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS AND A 5.132 ACRE TRACT BEING THE REMAINDER OF A CALLED 5.453 ACRE TRACT, RECORDED IN VOLUME 773, PAGE 29, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS AND BEING ALL OF A CALLED 1.000 ACRE TRACT RECORDED IN DOCUMENT NO. 2017011748, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.

THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY.

NO ATTEMPT HAS BEEN MADE TO LOCATE ANY IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY NOT SHOWN HEREON.

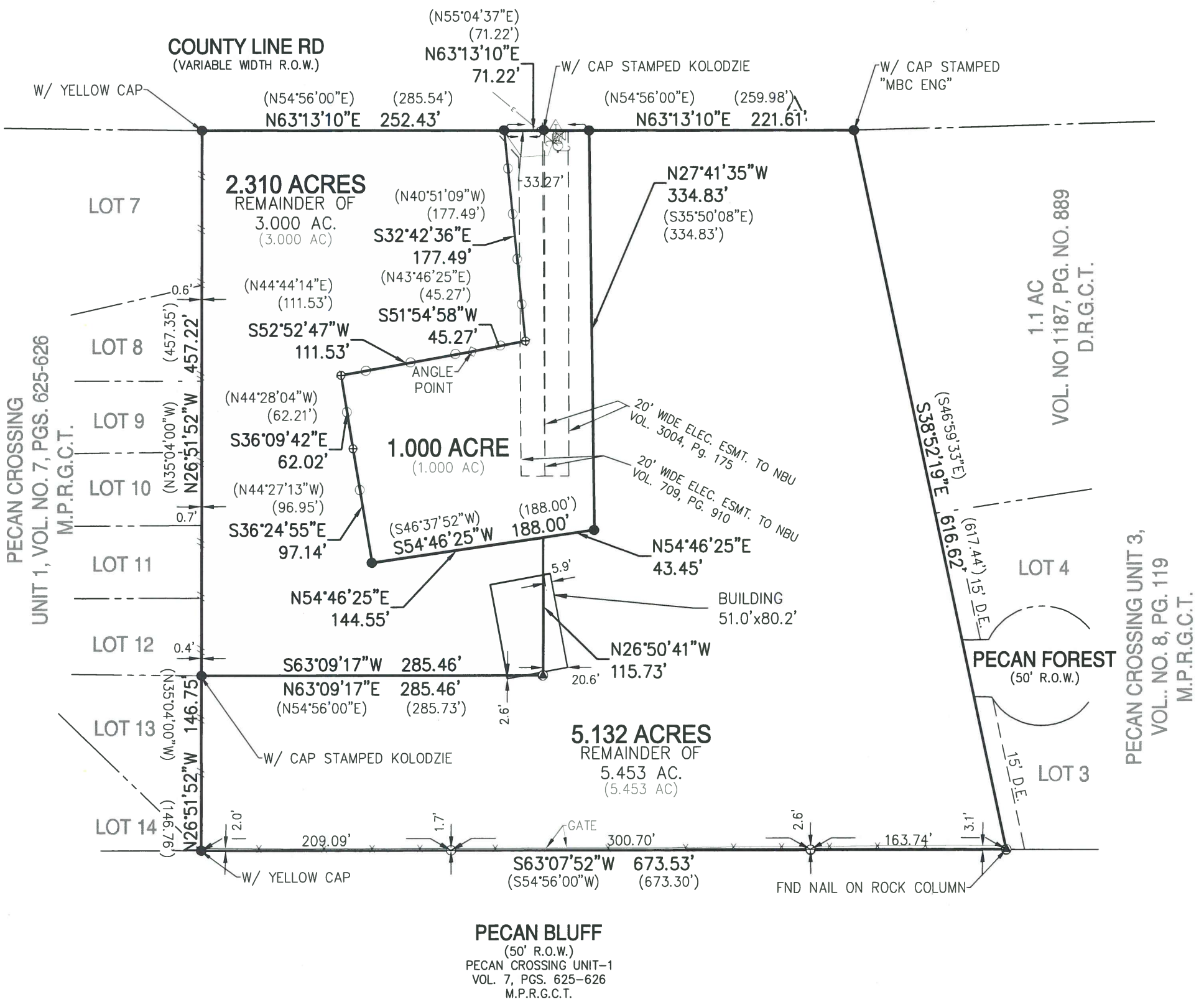
BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD 83.

LEGEND:

- = FND 1/2" IRON PIN
- = PLASTIC CAP STAMPED "HMT" UNLESS OTHERWISE NOTED
- ⊕ = FND 3" FENCE POST
- ⊙ = SET MAG NAIL UNLESS OTHERWISE NOTED
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- () = PLAT CALLS
- ⊞ = WATER METER
- ⊞ = POWER POLE W/ CONDUIT
- ⊞ = TELEPHONE PEDESTAL
- E — = OVERHEAD ELECTRIC
- X — = WATER VALVE
- O — = PIPE FENCE
- M.P.R.G.C.T. = MAP & PLAT RECORDS OF GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. = OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS
- = SET 60D NAIL
- X — = BARBED WIRE FENCE
- // — = WOOD FENCE



SCALE: 1"=100'



254 E. COUNTY LINE RD
NEW BRAUNFELS, TEXAS

THIS SURVEY IS CERTIFIED TO:
TIM FOWLER



410 N. SEGUIN AVE.
NEW BRAUNFELS,
TEXAS, 78130
WWW.HMTNB.COM
PH: (830)625-8555
TBPLS FIRM 10153600



STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION

THIS 18TH DAY OF MAY 2018
REVISED THIS 1ST DAY OF JUNE 2018 - ADDED FENCES

DOUGLAS B. COTTLE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6149

GENERAL LOCATION MAP

NEW BRAUNFELS

2.61 MILES

SUBJECT TRACT



GENERAL LOCATION MAP

