

WATER CCN TRANSFER AGREEMENT

This **WATER CCN TRANSFER AGREEMENT** is entered into this ____ day of _____, 2023 (this "Agreement"), by and among **CITY OF KILLEEN, TEXAS**, a municipality ("Killeen") **West Bell County Water Supply Corporation**, a Texas member-owned, non-profit corporation ("West Bell County WSC") and Killeen Independent School District, a Texas public school district (the "District" and, together with Killeen and West Bell County WSC, the "Parties") in connection with the boundary lines of the Certificates of Convenience and Necessity ("CCNs") held by Killeen and West Bell County WSC for the provision of water services to users pursuant to the Texas Water Code ("TWC").

RECITALS:

WHEREAS, Killeen provides retail water service under water CCN No. 10041, issued by the Public Utility Commission of Texas ("PUC") to the City of Killeen for the provision of retail water services to certain areas in and about City of Killeen City Limits in Bell County, as generally depicted in **Exhibit A**;

WHEREAS, West Bell County WSC provides retail water service under water CCN No. 10045, issued by the PUC, for the provision of retail water to certain areas in and about south of Killeen from Maxdale to Rock Creek in Bell County, as generally depicted in **Exhibit B**;

WHEREAS, the boundaries of the Killeen water CCN and the West Bell County water CCN are adjacent to one another in various areas:

WHEREAS, District has requested that West Bell County WSC transfer approximately 32.856 acres of its water CCN located within Bell County, south of city of Killeen and north of Chaparral Road, east of Trimmier Road as shown in **Exhibit C** (the Property) to Killeen, so that Killeen might provide retail water services to the Property.

WHEREAS, the Property, which is a 32.856-acre tract owned by District that is identified as PID#459830, Bell County Appraisal District records, and depicted in **Exhibit D**, is currently under the construction, and West Bell County WSC does not currently have any water connections within the Property or near the Property;

WHEREAS, Killeen currently has a 16" water main adjacent to subject site, or near the Property; and

WHEREAS, Killeen and West Bell County WSC are amenable to altering the boundaries of their respective CCNs by transferring the Property contained within the boundaries of the CCN to Killeen so that the Property is removed from the West Bell County WSC water CCN and added to the Killeen water CCN.

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

AGREEMENT:

Water CCN

1. The Parties hereby incorporate by this reference the recitals set forth above in this Agreement.
2. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, West Bell County WSC hereby agrees to the modification of the boundaries of its CCN No. 10045 to exclude the approximately 32.856-acre area contained within the Property, such area to be transferred from West Bell County WSC's CCN No. 10045 to the area to be encompassed within Killeen's CCN No. 10041.
3. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the approval of the PUC, Killeen hereby agrees to the expansion and modification of the boundaries of its CCN No. 10041 to include the area contained within the Property, such area to be transferred from West Bell County WSC's CCN No. 10045 to the area to be encompassed within Killeen's CCN No. 10041.
4. District shall be responsible for preparing and filing the application to obtain the PUC's approval of the CCN transfer of the Property between West Bell County WSC and Killeen. District shall also be responsible for hiring a third party-vendor to prepare hard copy maps with supporting electronic metadata for the Property that satisfies the PUC rules. The Parties hereto agree to cooperate and coordinate in seeking PUC approvals contemplated under this Agreement.
5. The District agrees to pay all the expenses of City of Killeen and West Bell County WSC in connection with this transfer, including, but not limited to, the following as may be applicable:
 - a. PUC administrative fees, if any; and
 - b. fees associated with preparing hard copy maps and electronic maps with supporting electronic metadata for the Property filed in connection with the PUC application.
6. West Bell County WSC and City of Killeen agree that no compensation shall be due and owing between West Bell County WSC and City of Killeen in conjunction with such transfer as no real or personal property of either party is being affected by such transfer.
7. Killeen shall not commence providing retail water services for compensation to the District or any retail customer on the Property until the PUC has authorized the CCN transfer of the Property between West Bell County WSC and Killeen.
8. Killeen shall not approve any documents indicating that Killeen is the retail water services provider prior to the PUC authorizing the CCN transfer of the Property between West Bell County WSC and City of Killeen.

9. Killeen agrees that, upon approval of the revision to its CCN boundaries by the PUC to remove the Property presently within the boundaries of West Bell County WSC's CCN No.10045, West Bell County WSC shall have no further obligation to provide retail water service to the Property, and that, upon PUC inclusion of the Property within the boundaries of Killeen's CCN No. 10041, Killeen shall be solely responsible for the provision of retail water service to any owner or occupant of, or customers on, the Property under such terms and condition as are allowed under its CCN and any 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 BELL COUNTY, TEXAS, 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 BELL 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.

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

CITY OF KILLEEN,
a Texas municipality

Signature: _____

Name: _____

Title: _____

Date: _____

West Bell County WSC
A Texas member owned, non-profit corporation

Signature: _____

Name: _____

Title: _____

Date: _____

Killeen Independent School District,
A Texas Independent School District

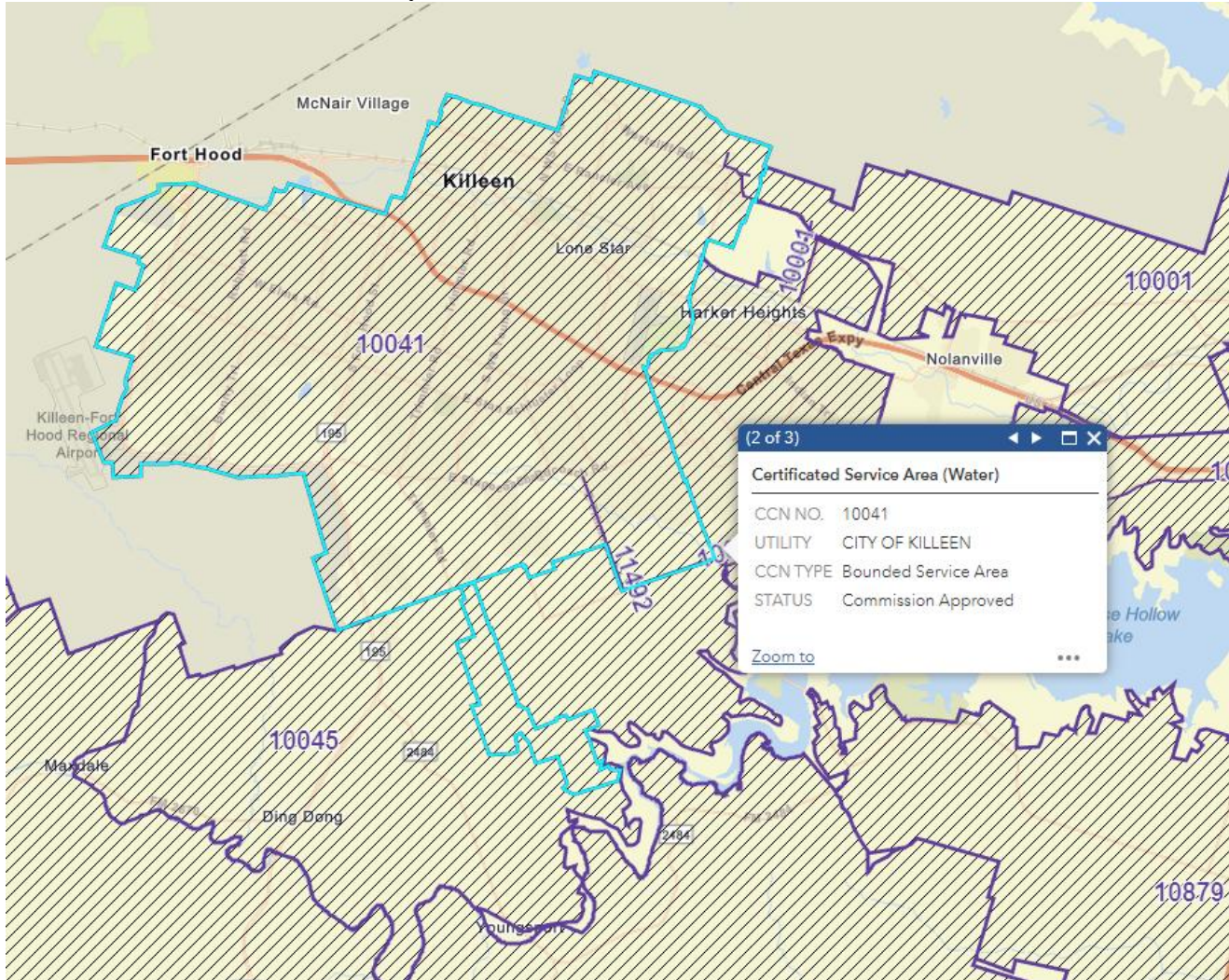
Signature: _____

Name: _____

Title: _____

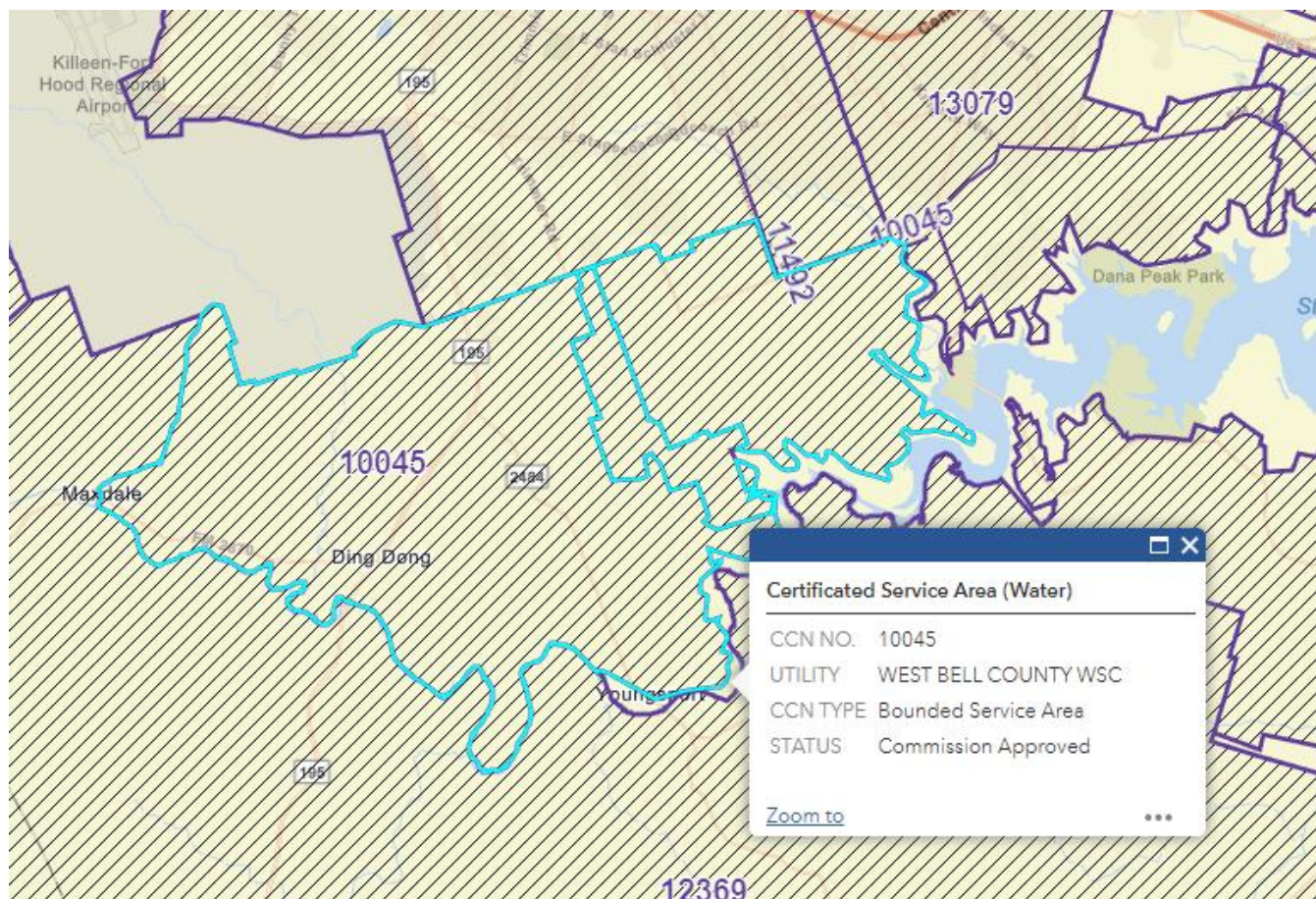
Date: _____

Exhibit A
City of Killeen Water CCN No. 10041



Source: PUC CCN Viewer, <https://www.puc.texas.gov/industry/water/utilities/map.aspx>

Exhibit B
West Bell County WSC Water CCN No. 10045



Source: PUC CCN Viewer,
<https://www.puc.texas.gov/industry/water/utilities/map.aspx>

CHAPARRAL RD

KILLEEN CCN
#10041

SUBJECT TRACT
APPROX. 32.856
AC

WEST BELL
COUNTY WSC
CCN #10045

CHAPARRAL RD

LEGEND



SUBJECT TRACT



KILLEEN CITY LIMITS



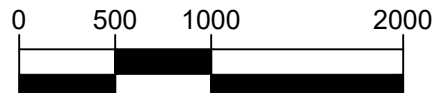
WATER CNN BOUNDARIES

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT
THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Kimley»Horn
5301 Southwest Parkway
Building 2, Suite 100
Austin, Texas 78735
State of Texas Registration No. F-928

Killeen MS
SITE LOCATION EXHIBIT
City of Killeen, Bell County, Texas
April 23

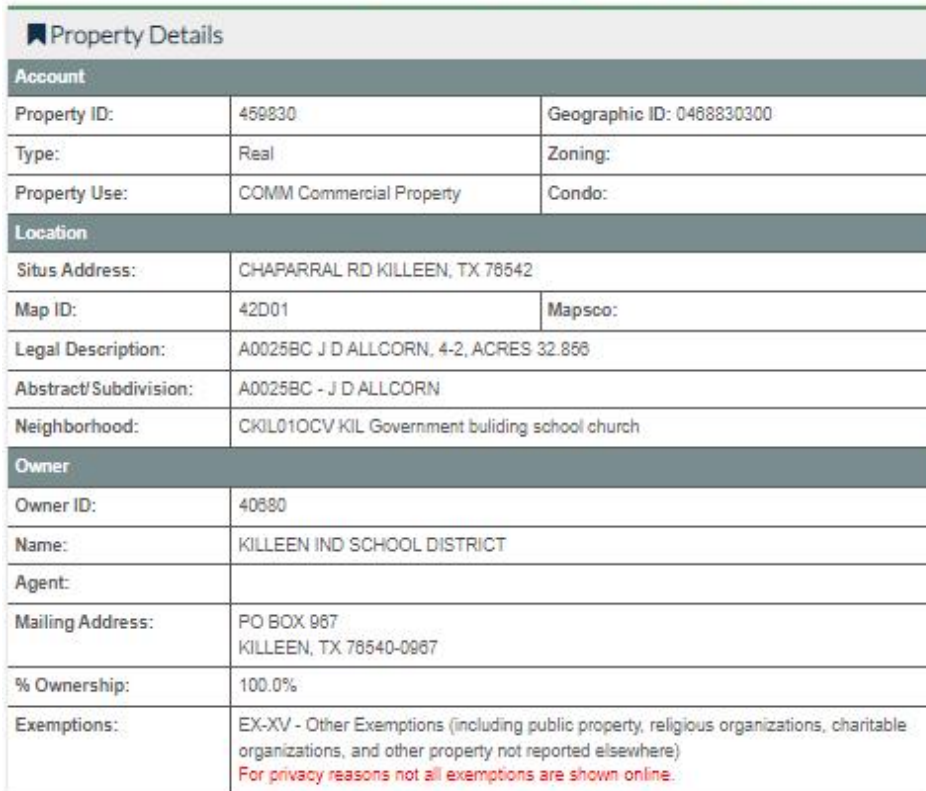
GRAPHIC SCALE IN FEET



HARRIS, SYDNEY 4/11/2023 1:32 PM
C:\S\City of Killeen\MS\Killeen MS\DESIGN\REPORTS\CCN_AMENDMENT\CAD\SITE_BOUNDARY_MAP.DWG
4/11/2023 10:17 AM

PLOTTED BY
DWS
LAST SAVED

32.856 acres of Killeen Independent School District.
(PID# 459830)



Property Values	
Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$254,583 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$254,583 (=)
Ag Use Value:	\$0 (-)
Appraised Value:	\$254,583 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$254,583

Information provided for research purposes only.
Legal descriptions and acreage amounts are for
appraisal district use only and should be verified
prior to using for legal purpose and or documents.
Please contact the Appraisal District to verify all
information for accuracy.