



***Exhibit B – Legal Description of YES Prep’s North Central Campus Property***

**Tract I**

Lots One Hundred Sixty (160), One Hundred Sixty-One (161), and that part of Lot One Hundred Sixty-Two (162) that lies West of Houston Spring Creek Road (Aldine Westfield Road), in Magnolia Gardens, a subdivision out of the W.S. Novell Survey, in Harris County, Texas, according to the map or plat thereof, recorded in Volume 50, Page 640 of the Deed Records of Harris County, Texas, SAVE AND EXCEPT that certain 0.06 acre tract conveyed to the County of Harris by Deed dated December 16, 1935, filed for record in Volume 1009, Page 62 of the Deed Records of Harris County, Texas.

**Tract II**

Lot One Hundred Seventy-Five (175) of the Magnolia Gardens Subdivision, being out of the W.S. Novell Survey, in Harris County, Texas, according to the map or plat thereof recorded in Volume 50, Page 640 of the Deed Records of Harris County, Texas, SAVE AND EXCEPT a 0.1136 acre tract of land, being the South fifteen (15) feet of Lot One Hundred Seventy-Five (175), conveyed by Raymond C. Johnson, a single man, to County of Harris, recorded in Volume 6328, Page 216 of the Deed Records of Harris County, Texas.

**Tract III**

That part of Lot 176 West of Aldine-Westfield Rd., being the same land conveyed by Olga R. Shrake et al, to S.S. McClendon, Jr., Trustee by Deed filed May 28, 1956, recorded in Vol. 3161, Page 320, of the Deed Records, containing 3.33 acres of land; save and except a 0.0812 acre tract conveyed to Harris County by instrument recorded in Volume 6293, Page 148, of the Deed Records of Harris County, Texas.

- **Permitted Exceptions:**

An easement ten (10) feet in width and 256.8 feet in length, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located on both sides of and adjoining said ten (10) feet wide easement, as set forth and defined in instrument granted to Houston Lighting & Power Company, recorded under Harris County Clerk’s File No. G407671, exact location of which is shown on Sketch No. N79-104 attached thereto and made a part thereof. (As to Tract II only).

Docket No. 44621  
Joint Application of YES Prep Public Schools and Suburban Utility CO. to Decertify YES Prep  
Property from Suburban Utility CO.'s Certificated Service Area

# **Attachment 6**

## **PUC Emergency Order**

DOCKET NO. 44322

RECEIVED  
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PUBLIC UTILITY COMMISSION  
FILING CLERK

REQUEST OF YES PREP PUBLIC §  
SCHOOLS FOR EMERGENCY ORDER §  
TO OBTAIN WATER SERVICE FROM §  
SUNBELT FRESH WATER SUPPLY §  
DISTRICT §

PUBLIC UTILITY COMMISSION  
OF TEXAS

### EMERGENCY ORDER

This emergency order addresses the request for an emergency order filed by YES Prep Public Schools, Inc. (Yes Prep) against Suburban Utility Company (Suburban). YES Prep and Suburban have entered into a settlement agreement that resolves all of the issues in this docket and requests the issuance of this emergency order. Public Utility Commission of Texas (Commission) Staff does not oppose the settlement agreement. The Commission approves the settlement agreement, issues this emergency order without a hearing, and sets a hearing on this matter for March 26, 2015 at the Commission's offices in Austin, Texas.

The Commission adopts the following findings of fact and conclusions of law:

#### I. Findings of Fact

##### Procedural History

1. On January 15, 2015, YES Prep filed an application with the Commission for the issuance of an emergency order under 16 Tex. Admin. Code § 24.14 to allow YES Prep's north central campus to take water service from the Sunbelt Fresh Water Supply District (Sunbelt) rather than Suburban because Suburban was not providing continuous and adequate service.
2. Suburban is a Texas corporation that owns facilities for the sale of potable water in Houston, Texas.
3. Suburban has been issued certificate of convenience and necessity number (CCN) No. 10835 for the provision of retail water service.
4. Suburban owns and operates several public water systems, including the Castlewood Subdivision system, public water system identification number 10101111.

5. YES Prep is a Texas non-profit corporation and a Texas open-enrollment charter school.
6. YES Prep's north central campus is located at Aldine-Westfield Road in Houston, Texas and takes retail water service from Suburban's Castlewood water system.
7. Sunbelt owns facilities for the sale of potable water in Houston, Texas.
8. Sunbelt has been issued CCN No. 10833 for the provision of retail water service and CCN No. 20347 to provide retail sewer service.
9. Sunbelt provides water for fire protection purposes to YES Prep's north central campus through an eight-inch water line that is connected to Sunbelt's distribution system.
10. On January 16, 2015, the Commission's administrative law judge (ALJ) issued Order No. 1, which required Commission Staff to file a response to the application by January 22, 2015, including comments regarding sufficiency of the application, and propose a procedural schedule for processing the application.
11. On January 22, 2015, Commission Staff filed a response to Order No. 1 in which it stated that Commission Staff was in contact with YES Prep and Sunbelt and was working to ascertain additional details regarding the application.
12. On January 27, 2015, YES Prep filed an amendment to its application for an emergency order and later that day supplemented the application with filed copies of the minutes of the meeting of the Sunbelt board on December 4, 2014, indicating that Sunbelt would serve YES Prep's north central campus upon a showing of proper documentation.
13. On January 29, 2015, Suburban filed its response to YES Prep's application. Suburban disagreed with YES Prep's allegations regarding the lack of continuous and adequate service.
14. The Commissioners considered YES Prep's application at its open meeting on January 30, 2015 and continued the matter until the February 12, 2015 open meeting to allow Commission Staff time to consider the amended application and response and file its recommendation.
15. Commission Staff filed its second response to Order No.1 on February 4, 2015.

16. On February 9, 2015, Suburban, YES Prep, Sunbelt, and Commission Staff conducted settlement discussions. As a result of the settlement discussions, Suburban, YES Prep, and Commission Staff filed a joint motion for a continuance of this matter.
17. The Commission did not take up the application at its February 12, 2015 open meeting.
18. On February 25, 2015, representatives of Suburban, YES Prep, and Commission Staff filed an agreed motion to admit evidence and to approve an agreed emergency order. On the same day, Commission Staff filed, on behalf of YES Prep and Suburban, a settlement agreement between YES Prep and Suburban, which is unopposed by Commission Staff, and resolves all issues relating to the provision of water service by Suburban to YES Prep's north central campus in this proceeding (Agreement).
19. On February 27, 2015 through Order No. 3, the ALJ admitted the following evidence into the record of this proceeding: (a) YES Prep's application filed on January 15, 2015; (b) YES Prep's amended application filed on January 27, 2015; (c) the minutes of Sunbelt's December 4, 2014 board meeting also filed on January 27, 2015; (d) Suburban's response to YES Prep's application filed on January 29, 2015; and (e) Commission Staff's second response to Order No. 1 filed on February 4, 2015.

**Agreement of Yes Prep and Suburban**

20. Under the Agreement, Suburban agrees to release YES Prep's north central campus from its certificated service area in exchange for an initial payment of \$16,250.00 from YES Prep within seven calendar days after the issuance of this emergency order and a second payment of \$16,250.00 from YES Prep to Suburban within seven calendar days of the issuance of a Commission order decertifying YES Prep's north central campus from Suburban's certificated service area.
21. Suburban and YES Prep agree to work cooperatively to file an application with the Commission within seven days after issuance of this emergency order requesting that YES Prep's north central campus be removed from Suburban's certificated service area.
22. Suburban and YES Prep agree that YES Prep may seek retail water service from Sunbelt in accordance with any orders of the Commission and subject to Sunbelt obtaining any necessary authorization from the Texas Commission on Environmental Quality (TCEQ).

23. YES Prep agrees to submit a written withdrawal from Suburban's pending rate case Docket No. 42859<sup>1</sup> within seven days of the effective date of the Agreement.
24. YES Prep agrees that it will not file suit, join in any pending lawsuits, intervene in any pending lawsuits, or make any other legal claims against Suburban related to the provision of water service to YES Prep's north central campus.
25. In accordance with the settlement agreement, the discontinuance of service to YES Prep's north central campus is either imminent or may occur and would constitute an emergency because of the uncertainty regarding service to YES Prep's north central campus.
26. All parties are in agreement with respect to the need for an emergency order to resolve the dispute between the parties and allow Sunbelt to serve YES Prep's north central campus and ensure the provision of continuous and adequate service.
27. The settlement agreement is a just and reasonable resolution of all the issues it addresses and should be approved, is supported by a preponderance of credible evidence in the record, and is consistent with the relevant Texas Water Code provisions and Commission rules.
28. This emergency order is being issued without a hearing.
29. The need to address the request for emergency relief to ensure continuous and adequate water service to the Yes Prep north central campus presents good cause pursuant to 16 Tex. Admin. Code § 22.5(b) to waive the 20-day notice requirement of 16 Tex. Admin. Code § 22.35(b) and allow this matter to be considered at the Commission's next regularly scheduled open meeting.

## II. Conclusions of Law

1. The Commission has jurisdiction over this matter pursuant to Tex. Water Code §§ 13.041 and 13.250.
2. Yes Prep's request for emergency order is subject to the requirements in 16 Tex. Admin. Code §§ 22.294, 24.14, and 24.114.

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<sup>1</sup> *Application of Suburban Utility Company for a Water Rate/Tariff Change Under Certificate of Convenience and Necessity No. 10835 in Harris County, Texas, Docket No. 42859 (pending).*

3. Suburban is a public utility and a retail public utility as defined in chapter 13 of the Texas Water Code.
4. Sunbelt is a retail public utility as defined in chapter 13 of the Texas Water Code.
5. Notice of the application complied with 16 Tex. Admin. Code §§ 22.55 and 22.74.
6. This docket was processed in accordance with the requirements the Texas Water Code and Commission rules.
7. The settlement agreement is supported by a preponderance of credible evidence in the record and is consistent with the relevant provisions of the Texas Water Code and Commission rules.
8. YES Prep's request for an emergency order, as amended, satisfies the application requirements in 16 Tex. Admin. Code § 22.295.
9. Pursuant to Tex. Water Code § 13.041(d) the Commission may issue an emergency order without a hearing.
10. Pursuant to Tex. Water Code § 13.041(f) the Commission is required to set a time and place for a hearing if it issues the emergency order without a hearing.
11. The parties to this docket cannot waive a statutory obligation placed on this Commission.
12. The Commission may issue an emergency order which contains provisions requiring specific utility actions to ensure continuous and adequate utility service and compliance with regulatory requirements.
13. The Commission has authority to issue an emergency order compelling Suburban to provide continuous and adequate service to YES Prep's north central campus.
14. Pursuant to 16 Tex. Admin. Code § 22.5(b), good cause exists to waive the 20-day notice requirement of 16 Tex. Admin. Code § 22.35(b).



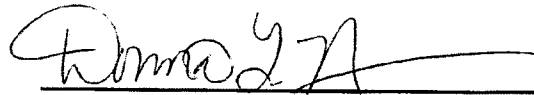
### III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following order:

1. The Agreement between Suburban Utility Company and YES Prep Public Schools, Inc. is approved.
2. YES Prep's request for an emergency order, as amended by the Agreement and this emergency order, is granted.
3. Sunbelt is authorized to provide retail water service to YES Prep's north central campus upon receipt of appropriate authorization from the TCEQ and any other local or state regulatory authorities, for a time period not to exceed ninety calendar days from the date of connection.
4. Within seven calendar days of the date of this emergency order, Suburban and YES Prep shall submit an application requesting that YES Prep's north central campus be removed from Suburban's certificated service area.
5. Suburban and YES Prep shall each comply with its obligations in the Agreement.
6. Yes Prep shall file a statement of payment in the instant docket of the amounts described in Finding of Fact No. 20 no later than five calendar days after each payment is made to Suburban.
7. A hearing shall be held on this emergency order at 9:30 a.m. on March 26, 2015 at the offices of the Commission in Austin, Texas.
8. Entry of this emergency order consistent with the Agreement does not indicate the Commission's endorsement or approval of any principle or methodology that may underlie the Agreement. Entry of this emergency order shall not be regarded as binding precedent as to the appropriateness of any principle or methodology underlying the Agreement.
9. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other request for general or specific relief, if not expressly granted herein, are denied.

SIGNED AT AUSTIN, TEXAS the 17<sup>th</sup> day of March 2015.

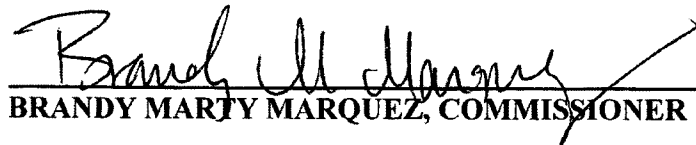
PUBLIC UTILITY COMMISSION OF TEXAS



DONNA L. NELSON, CHAIRMAN



KENNETH W. ANDERSON, JR., COMMISSIONER



BRANDY MARTY MARQUEZ, COMMISSIONER

Q:\cadm\orders\miscellaneous\44322EmergencyOrder

## **Attachment 7**

### **Current Draft of Emergency Water Supply Agreement Between Sunbelt Fresh Water Supply District and YES Prep Public Schools, Inc.**

**EMERGENCY WATER SUPPLY AGREEMENT  
BETWEEN  
SUNBELT FRESH WATER SUPPLY DISTRICT  
AND  
YES PREP PUBLIC SCHOOLS INC.**

THIS EMERGENCY WATER SUPPLY AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between SUNBELT FRESH WATER SUPPLY DISTRICT of Harris County, Texas, a body politic and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended (the "District"), and YES PREP PUBLIC SCHOOLS INC., a Texas nonprofit corporation and Texas Open Enrollment Charter School ("YES PREP").

**RECITALS**

WHEREAS, the District and YES PREP desire to enter into this Agreement and to establish the terms and conditions pursuant to which emergency water supply will hereafter be provided to YES PREP's North Central Campus located at 13703 Aldine-Westfield, Houston, Harris County, Texas (the "Property"); and

WHEREAS, at this time the District and YES PREP believe it is in their best interests to enter into this Agreement.

**AGREEMENT**

For and in consideration of the mutual promises, obligation and benefits herein set forth, the Districts hereby contract and agree as follows:

**ARTICLE I**

Section 1.01: Definitions. In addition to the terms defined elsewhere herein, the following terms, when used herein, shall have the meanings specified:

"Emergency" means either (1) a determination by the PUC that an emergency order should be granted, (2) any mechanical or electrical failure, or (3) any act of nature or any discontinuance of service to the Property is either imminent or may occur that causes a loss of production or distribution capacity of Water to the Property as set forth by Order of the Public Utilities Commission (the "PUC"), attached hereto as **Exhibit "A."**

"District Engineer" shall mean A & S Engineers, Inc., Houston, Texas, engineer for the Sunbelt System, or such other engineer as shall be employed from time to time to serve as the engineer for the Sunbelt System.

"District Water System" shall mean the water supply system within the boundaries of the District, including the District's water plant and distribution lines and any improvements,

extensions and enlargements thereof; in addition, the inclusion of those distribution lines and other facilities located within Harris County right-of-way or within easements granted to, and accepted by, the District to serve property outside the District boundaries

"Point of Connection" means the point at which the District's Water System connects to the Property.

"Water" means potable water meeting the minimum requirements of the Texas Department of Health and its successors for human consumption and other domestic use.

"Water Line" shall mean the existing eight-inch (8") water line, including any necessary extensions, water meters and other facilities, extending from the periphery of the Property to the point of connection with the existing District System, which pursuant to the policies of the Commission constitute public water lines.

## **ARTICLE II**

Section 2.01. Emergency Supply. During an Emergency, the District shall supply Water to YES PREP. YES PREP must provide notice of the Emergency to the District. Such notice shall include a description of the nature of the Emergency and the expected duration.

Section 2.02. Measurement of Water Usage. The amount of Water service used by YES PREP for the Property in any thirty (30) day period shall be measured by the water meter to be installed by YES PREP as part of the Water Line. The meter shall be read each month by the utility system operator for the District, in accordance with the then current Rate Order of the District.

Section 2.03. Water Rates. The District shall set its Water rates from time to time sufficient to pay the Operation and Maintenance Costs for the System and maintain a reasonable reserve for operating expenses. The rates for the supply of Water service to the Property shall be equal to the rates charged to commercial customers of the District as contained in the Rate Order, effective at the time of such charges. A copy of the current Rate Order is attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2.04. Billings and Payments. YES PREP shall be billed monthly by the District, as set forth in the District's then current Rate Order.

## **ARTICLE III**

Section 3.01. Term. The term of this Agreement shall commence on the effective date first written above, and shall run for a term of forty (40) years, and shall automatically renew thereafter for successive five year terms, unless notice of non-renewal is provided to the other District at least nine (9) months prior to the commencement of a renewal term or replaced by a permanent Water Supply Agreement between YES PREP and the District.

Section 3.02. Associated Costs. YES PREP shall be responsible for any associated legal and engineering costs incurred by the District with respect to this Agreement.

Section 3.03. Use of Capacity. The Water services provided for under this Agreement shall be utilized only by the Property. YES PREP shall have no authority to sell, lease, or otherwise convey any interest in Water acquired pursuant to this Agreement, except to a successor owner of the Property.

Section 3.04. Rules and Regulations. YES PREP covenants and agrees that it will abide by and obey the Rules and Regulations and Rate Order of the District, as such documents are amended by the District from time to time.

Section 3.05. Mechanical Failures. Unless the District or any of its employees is grossly negligent or engages in willful misconduct, the District shall not be liable for any damages suffered by YES PREP or the Property as a result of breakdown of the Water Line, or scheduled repairs or maintenance for which YES PREP has received notice, which result in the inability of the District to provide Water in sufficient quantity or quality to the Property; provided however, the District shall make a diligent effort to anticipate curtailment of any such capacity, to notify YES PREP in advance of any repairs, and to the extent possible, complete scheduled repairs or maintenance work so as not to interfere with the conduct of day to day Property activities.

Section 3.06. Government Immunity. The District neither waives nor relinquishes any immunity or defense on behalf of itself or its officers and employees by reason of its execution or performance of this Agreement. The District nor its respective officers or employees shall be deemed to be agents or representatives of YES PREP by virtue of the execution or performance of this Agreement. The activities to be performed by the District and YES PREP pursuant to this Agreement shall be exclusively public and governmental in nature.

Section 3.07. Force Majeure. If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (including any ruling of a court of competent jurisdiction), insurrections, riots, epidemics, landslides, lightening, earthquakes, fires (but not fires occurring at the Property), hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the reasonable control of the party, or which the party could not have avoided by the exercise of reasonable due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 3.08. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 3.09. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of YES PREP and the District.

Section 3.10. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other; provided, however, YES PREP may assign this Agreement to any successor owner of the Property.

Section 3.11. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 3.12. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid, return receipt requested, by depositing the same with a reputable overnight delivery service or by delivering by hand the same to an officer of such party to be notified. Notice deposited in the mail or overnight delivery service in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given by hand delivery shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the District:      Sunbelt Fresh Water Supply District  
                                 c/o Radcliffe Bobbitt Adams Polley PLLC  
                                 1001 McKinney, Suite 1000  
                                 Houston, Texas 77002-6424  
                                 Attention: Mr. Ross J. Radcliffe

If to YES PREP:        YES Prep Public Schools Inc.  
                                 6201 Bonhomme Road, Suite 168N  
                                 Houston, Texas 77036  
                                 Attention: General Counsel

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address upon giving at least fifteen (15) days' written notice to the other parties.

Section 3.13. No Additional Waiver Implied. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition, or liability hereunder of performance by the other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 3.14. Remedies. In enforcing the performance of the provisions of this Agreement, each party shall have the right to exercise all procedures available under law, including, but not limited to, a writ of mandamus to command performance of any provision hereof.

Section 3.15. Regulatory Agencies. This Agreement is subject to all applicable rules, regulations, and laws applicable hereto passed or promulgated by the United States, the State of Texas, or any governmental body or agency having lawful jurisdiction, and the parties hereto agree to cooperate fully to assure that all such rules, regulations, and laws are fully complied with, particularly the rules and waste discharge permit requirements of the Commission and the EPA.

Section 3.16. Attorney's Fees. If any party hereto is the prevailing party in any legal proceedings against any signatory of this Agreement brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorneys' fees from such non-prevailing party to such proceedings.

Section 3.17. Authority to Execute. Each party hereto represents that it has been duly authorized to execute this Agreement by a resolution of the Board of Supervisors of the District and by a resolution of the Board of Trustees of YES PREP.

[EXECUTION PAGES FOLLOW]



IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

SUNBELT FRESH WATER SUPPLY DISTRICT

ATTEST:

By: \_\_\_\_\_  
President, Board of Supervisors

By: \_\_\_\_\_  
Secretary, Board of Supervisors

(DISTRICT SEAL)

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared Jan Gloria, known to me to be the person whose name is subscribed to the foregoing instrument as President of the Board of Supervisors of Sunbelt Fresh Water Supply District, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_  
2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

YES PREP PUBLIC SCHOOLS INC.

By: \_\_\_\_\_,  
\_\_\_\_\_, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared \_\_\_\_\_,  
President of YES Prep Public Schools Inc., a Texas nonprofit corporation, known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he  
executed the same for the purposes and consideration therein expressed on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

List of Exhibits:


Exhibit "A"    Emergency Order  
Exhibit "B"    District Rate Order

# **Attachment 8**

## **General Location Maps**

The map displays the following streets and features:

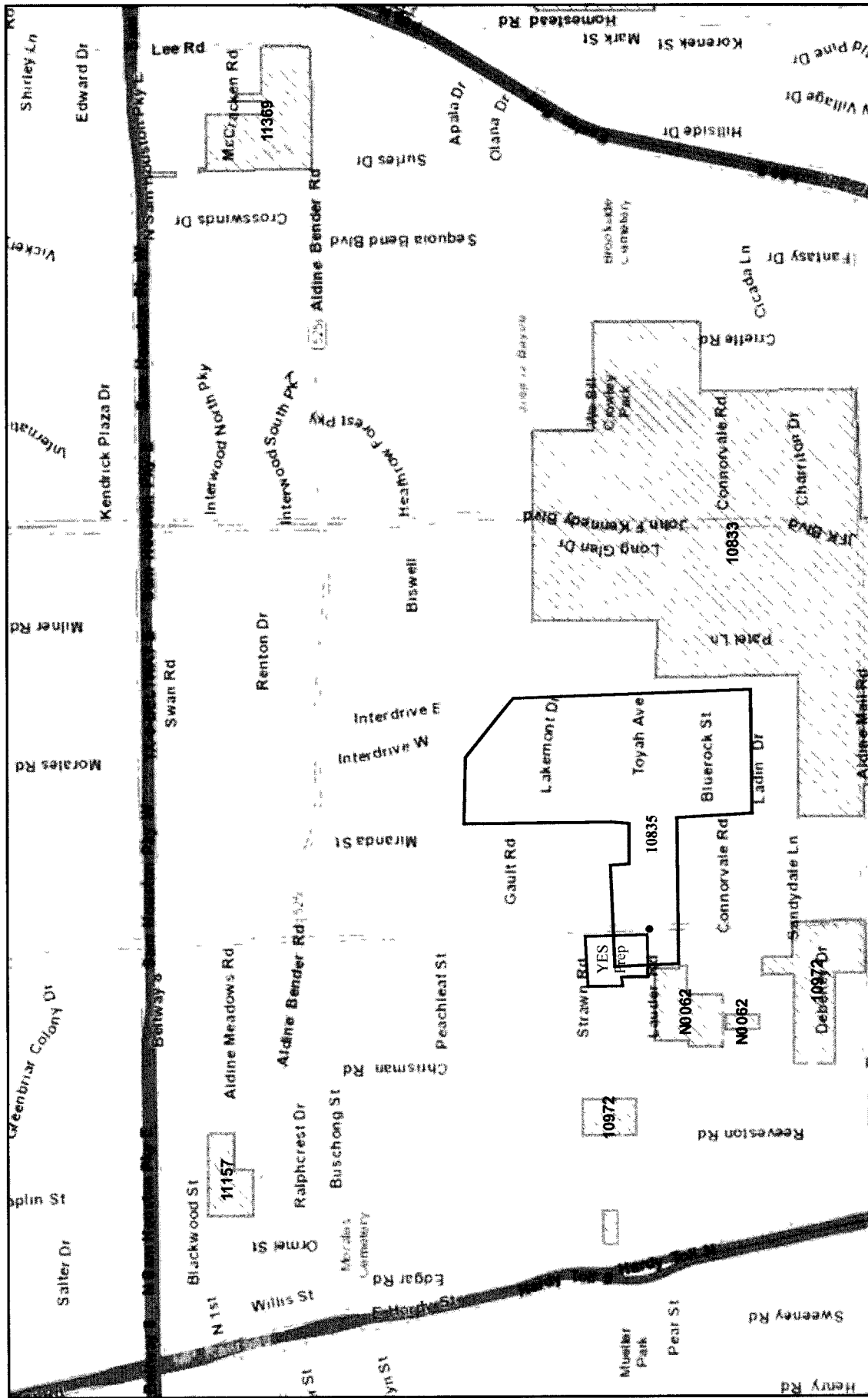
- Major Streets:** Kennedy Commerce Dr, JFK Blvd, Quachita St, Anice St, Connorvale Rd, Ridgecrest St, Toyah Ave, Greenranch Dr, Rosebury Dr, Verhalen Ave, Lakemont Dr, Pinafore Ln, Rockshire Dr, Briarbrook Dr, Gault Rd, Sandydale Ln, Aldine Mail Rd, Chariton Dr, Debeney Dr, Offerbury Dr, Meadow Ln, Patell Ln, Meadow Leaf Ln, Cicada Ln, Hollybrook Ln, Ladbrooke Ln, Buckland Ln, Deergrove St, Russ Dr, Sandydale Ln, Ladbrooke Ln, Buckland Ln, Deergrove St, Russ Dr.
- Shaded Area:** A large area in the center-right of the map is shaded with diagonal lines, representing the jurisdiction of Suburban Utility CO. CCN No. 10835.
- Central Label:** Suburban Utility CO. CCN No. 10835
- Other Labels:** Area to Decertify, YES Prep North Central Campus, We Bill Crowley Park, 10833, 10872, N0062, N0062.

 Water CCN Service Areas


\*Note: PUC CCN Viewer does not currently show CCN No. 10835, so applicant has manually inserted it into this map.

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),

# Water and Sewer CCN Viewer



April 16, 2015

 Water CCN Service Areas

**Docket No. 44621 - Joint Application of YES Prep Public Schools and Suburban Utility CO.**

**to Decertify YES Prep Property from Suburban Utility CO.'s Certificated Service Area**

Area to be Decertified is highlighted in yellow.

\*Note: PUC CCN Viewer does not currently show CCN No. 10835, so applicant has manually inserted it into this map.

1:36,112

0 0.3 0.6 1 1.2 mi

0 0.5 1 2 km

Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand),



## **Attachment 9**

### **Written Description of YES Prep Public Schools, Inc.'s North Central Campus**



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**Tract I**

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- **Permitted Exceptions:**

An easement ten (10) feet in width and 256.8 feet in length, an unobstructed aerial easement five (5) feet wide from a plane twenty (20) feet above the ground upward, located on both sides of and adjoining said ten (10) feet wide easement, as set forth and defined in instrument granted to Houston Lighting & Power Company, recorded under Harris County Clerk’s File No. G407671, exact location of which is shown on Sketch No. N79-104 attached thereto and made a part thereof. (As to Tract II only).

## **Attachment 10**

### **List of Neighboring Utilities, Systems, Cities, and Landowners within 2 Miles of the Area to be Decertified**

Docket No. 44621  
Joint Application of YES Prep Public Schools and Suburban Utility CO. to Decertify YES Prep  
Property from Suburban Utility CO.'s Certificated Service Area

**Neighboring Utilities, Systems, Cities, and Landowners within 2 Miles of the  
Area to be Decertified**

J & S Water Co LLC (CCN No. 12085)  
Sunbelt FWSD (CCN No. 10833)  
Seller Water Company (CCN No. 12288)  
Galco Utilities (CCN No. 10736)  
Champ's Water Company Inc. (CCN No. 10972)  
Aldine ISD Raymond Elementary School (CCN No. N0062)  
Hooks Mobile Home Park Ltd. (CCN No. 13027)  
Aqua Texas Inc. (CCN No. 11157)  
Orange Grove Water Supply (CCN No. 10895)  
Greenwood Place Civic Club Inc. (CCN No. 12544)  
City of Aldine  
City of Houston  
Harris County  
Harris-Galveston Subsidence District

**EXHIBIT B --**  
**EMERGENCY WATER SUPPLY AGREEMENT BETWEEN YES PREP PUBLIC**  
**SCHOOLS INC. AND SUNBELT FRESH WATER SUPPLY DISTRICT**

**EMERGENCY WATER SUPPLY AGREEMENT  
BETWEEN  
SUNBELT FRESH WATER SUPPLY DISTRICT  
AND  
YES PREP PUBLIC SCHOOLS INC.**

THIS EMERGENCY WATER SUPPLY AGREEMENT ("Agreement") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between SUNBELT FRESH WATER SUPPLY DISTRICT of Harris County, Texas, a body politic and corporate and governmental agency of the State of Texas, organized under the provisions of Article XVI, Section 59 of the Constitution of the State of Texas and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended (the "District"), and YES PREP PUBLIC SCHOOLS INC., a Texas nonprofit corporation and Texas Open Enrollment Charter School ("YES PREP").

**RECITALS**

WHEREAS, the District and YES PREP desire to enter into this Agreement and to establish the terms and conditions pursuant to which emergency water supply will hereafter be provided to YES PREP's North Central Campus located at 13703 Aldine-Westfield, Houston, Harris County, Texas (the "Property"); and

WHEREAS, at this time the District and YES PREP believe it is in their best interests to enter into this Agreement.

**AGREEMENT**

For and in consideration of the mutual promises, obligation and benefits herein set forth, the Districts hereby contract and agree as follows:

**ARTICLE I**

Section 1.01: Definitions. In addition to the terms defined elsewhere herein, the following terms, when used herein, shall have the meanings specified:

"Emergency" means either (1) a determination by the PUC that an emergency order should be granted, (2) any mechanical or electrical failure, or (3) any act of nature or any discontinuance of service to the Property is either imminent or may occur that causes a loss of production or distribution capacity of Water to the Property as set forth by Order of the Public Utilities Commission (the "PUC"), attached hereto as **Exhibit "A."**

"District Engineer" shall mean A & S Engineers, Inc., Houston, Texas, engineer for the Sunbelt System, or such other engineer as shall be employed from time to time to serve as the engineer for the Sunbelt System.

"District Water System" shall mean the water supply system within the boundaries of the District, including the District's water plant and distribution lines and any improvements,

extensions and enlargements thereof; in addition, the inclusion of those distribution lines and other facilities located within Harris County right-of-way or within easements granted to, and accepted by, the District to serve property outside the District boundaries

"Point of Connection" means the point at which the District's Water System connects to the Property.

"Water" means potable water meeting the minimum requirements of the Texas Department of Health and its successors for human consumption and other domestic use.

"Water Line" shall mean the existing eight-inch (8") water line, including any necessary extensions, water meters and other facilities, extending from the periphery of the Property to the point of connection with the existing District System, which pursuant to the policies of the Commission constitute public water lines.

## ARTICLE II

Section 2.01. Emergency Supply. During an Emergency, the District shall supply Water to YES PREP. YES PREP must provide notice of the Emergency to the District. Such notice shall include a description of the nature of the Emergency and the expected duration.

Section 2.02. Measurement of Water Usage. The amount of Water service used by YES PREP for the Property in any thirty (30) day period shall be measured by the water meter to be installed by YES PREP as part of the Water Line. The meter shall be read each month by the utility system operator for the District, in accordance with the then current Rate Order of the District.

Section 2.03. Water Rates. The District shall set its Water rates from time to time sufficient to pay the Operation and Maintenance Costs for the System and maintain a reasonable reserve for operating expenses. The rates for the supply of Water service to the Property shall be equal to the rates charged to commercial customers of the District as contained in the Rate Order, effective at the time of such charges. A copy of the current Rate Order is attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2.04. Billings and Payments. YES PREP shall be billed monthly by the District, as set forth in the District's then current Rate Order.

## ARTICLE III

Section 3.01. Term. The term of this Agreement shall commence on the effective date first written above, and shall run for a term of forty (40) years, and shall automatically renew thereafter for successive five year terms, unless notice of non-renewal is provided to the other District at least nine (9) months prior to the commencement of a renewal term or replaced by a permanent Water Supply Agreement between YES PREP and the District.

Section 3.02. Associated Costs. YES PREP shall be responsible for any associated legal and engineering costs incurred by the District with respect to this Agreement.

Section 3.03. Use of Capacity. The Water services provided for under this Agreement shall be utilized only by the Property. YES PREP shall have no authority to sell, lease, or otherwise convey any interest in Water acquired pursuant to this Agreement, except to a successor owner of the Property.

Section 3.04. Rules and Regulations. YES PREP covenants and agrees that it will abide by and obey the Rules and Regulations and Rate Order of the District, as such documents are amended by the District from time to time.

Section 3.05. Mechanical Failures. Unless the District or any of its employees is grossly negligent or engages in willful misconduct, the District shall not be liable for any damages suffered by YES PREP or the Property as a result of breakdown of the Water Line, or scheduled repairs or maintenance for which YES PREP has received notice, which result in the inability of the District to provide Water in sufficient quantity or quality to the Property; provided however, the District shall make a diligent effort to anticipate curtailment of any such capacity, to notify YES PREP in advance of any repairs, and to the extent possible, complete scheduled repairs or maintenance work so as not to interfere with the conduct of day to day Property activities.

Section 3.06. Government Immunity. The District neither waives nor relinquishes any immunity or defense on behalf of itself or its officers and employees by reason of its execution or performance of this Agreement. The District nor its respective officers or employees shall be deemed to be agents or representatives of YES PREP by virtue of the execution or performance of this Agreement. The activities to be performed by the District and YES PREP pursuant to this Agreement shall be exclusively public and governmental in nature.

Section 3.07. Force Majeure. If either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority (including any ruling of a court of competent jurisdiction), insurrections, riots, epidemics, landslides, lightening, earthquakes, fires (but not fires occurring at the Property), hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, which are not within the reasonable control of the party, or which the party could not have avoided by the exercise of reasonable due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 3.08. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 3.09. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of YES PREP and the District.

Section 3.10. Assignability. This Agreement shall not be assignable by either party without the prior written consent of the other; provided, however, YES PREP may assign this Agreement to any successor owner of the Property.

Section 3.11. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

Section 3.12. Addresses and Notices. Unless otherwise provided in this Agreement, any notice herein provided or permitted to be given, made, or accepted by either party must be in writing and may be given by depositing the same in the United States mail postpaid, return receipt requested, by depositing the same with a reputable overnight delivery service or by delivering by hand the same to an officer of such party to be notified. Notice deposited in the mail or overnight delivery service in the manner described above shall be conclusively deemed to be effective from and after the expiration of three (3) days after it is so deposited. Notice given by hand delivery shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall be as follows:

If to the District:      Sunbelt Fresh Water Supply District  
                                 c/o Radcliffe Bobbitt Adams Polley PLLC  
                                 1001 McKinney, Suite 1000  
                                 Houston, Texas 77002-6424  
                                 Attention: Mr. Ross J. Radcliffe

If to YES PREP:        YES Prep Public Schools Inc.  
                                 6201 Bonhomme Road, Suite 168N  
                                 Houston, Texas 77036  
                                 Attention: General Counsel

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address upon giving at least fifteen (15) days' written notice to the other parties.



Section 3.13. No Additional Waiver Implied. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition, or liability hereunder of performance by the other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character, or description, under any circumstances.

Section 3.14. Remedies. In enforcing the performance of the provisions of this Agreement, each party shall have the right to exercise all procedures available under law, including, but not limited to, a writ of mandamus to command performance of any provision hereof.

Section 3.15. Regulatory Agencies. This Agreement is subject to all applicable rules, regulations, and laws applicable hereto passed or promulgated by the United States, the State of Texas, or any governmental body or agency having lawful jurisdiction, and the parties hereto agree to cooperate fully to assure that all such rules, regulations, and laws are fully complied with, particularly the rules and waste discharge permit requirements of the Commission and the EPA.

Section 3.16. Attorney's Fees. If any party hereto is the prevailing party in any legal proceedings against any signatory of this Agreement brought under or with relation to this Agreement, such prevailing party shall additionally be entitled to recover court costs and reasonable attorneys' fees from such non-prevailing party to such proceedings.

Section 3.17. Authority to Execute. Each party hereto represents that it has been duly authorized to execute this Agreement by a resolution of the Board of Supervisors of the District and by a resolution of the Board of Trustees of YES PREP.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

SUNBELT FRESH WATER SUPPLY DISTRICT

ATTEST:

By: \_\_\_\_\_  
President, Board of Supervisors

By: \_\_\_\_\_  
Secretary, Board of Supervisors

(DISTRICT SEAL)

STATE OF TEXAS       §  
                             §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared Jan Gloria, known to me to be the person whose name is subscribed to the foregoing instrument as President of the Board of Supervisors of Sunbelt Fresh Water Supply District, and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said District.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_  
2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

YES PREP PUBLIC SCHOOLS INC.

By: \_\_\_\_\_,  
\_\_\_\_\_, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned, on this day personally appeared \_\_\_\_\_,  
President of YES Prep Public Schools Inc., a Texas nonprofit corporation, known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he  
executed the same for the purposes and consideration therein expressed on behalf of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

List of Exhibits:

Exhibit "A"    Emergency Order  
Exhibit "B"    District Rate Order