



Control Number: 47543



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Gilbert Wilburn, PLLC
ATTORNEYS AT LAW

2017 AUG 24 AM 11:16
Randall B. Wilburn, P.E.
rbw@gwtxlaw.com
POSTAL MAIL ROOM
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August 24, 2017

Via Hand Delivery

Ms. Tammy Holguin Benter
Water Utility Regulation
Public Utility Commission of Texas
PO Box 13326
Austin, Texas 78711-3326

Re: TWC Section 13.248 Contract Between Green Valley SUD (CCN 10646) and the
City of Cibolo (CCN 11903) Designating Areas to be Served

Dear Tammy:

I have attached the § 13.248 Agreement between the City of Cibolo and Green Valley Special Utility District. The 80.5-acre Babcock Tract and 35.8-acre RLDL Tract are currently located within the CCN boundary of Green Valley SUD. This agreement revises the CCN boundary for these two CCN holders so that the City of Cibolo may provide service to the entirety of my client's property.

Please let me know if there is any additional information that you may need to facilitate the Commission's incorporation of this agreement into the appropriate areas of public convenience and necessity.

Sincerely,

Randall B. Wilburn

Enclosure

WATER CODE §13.248 AGREEMENT

This Agreement between RLDL Properties, Ltd., a Texas limited Partnership, Babcock Road 165, Ltd., a Texas limited partnership, Green Valley Special Utility District, and City of Cibolo, a Texas home rule municipality, (this "Agreement") is entered into this 18th day of August, 2017, by and between the RLDL Properties, Ltd., a Texas limited partnership (hereinafter "RLDL"), Babcock Road, 165, Ltd., a Texas limited partnership (hereinafter "Babcock"), Green Valley Special Utility District, a special utility district, created pursuant to Chapter 65 of the Texas Water Code (hereinafter "Green Valley"), and City of Cibolo, a Texas home rule municipality (hereinafter "Cibolo") with respect to the boundary lines of the Certificate of Convenience and Necessity (hereinafter "CCN") held by Green Valley for the provision of water service to users pursuant to the Texas Water Code.

WHEREAS, the City of Cibolo, Texas ("Cibolo") is the holder of water CCN #11903, issued by the Texas Public Utilities Commission (hereinafter "PUC"), for the provision of retail water service to certain areas in and about Guadalupe County, Texas, as more fully described in Exhibit A; and

WHEREAS, Green Valley is the holder of water CCN #10646, issued by TCEQ, for the provision of retail water service to certain areas in and about Guadalupe County, Texas as more fully described in Exhibit A; and

WHEREAS, Babcock owns ±80.499 acres of real property, located near the intersection of Old Wiederstein Road and IH-35 North in Guadalupe County, Texas, as more fully described in Exhibit B attached hereto (the "Babcock Property"); and

WHEREAS, RLDL owns ±35.872 acres of real property, located near the intersection of Old Wiederstein and IH 35 N in Guadalupe County, Texas as more fully described in Exhibit C attached hereto (the "RLDL Property"); and

WHEREAS, the Babcock Property and the RLDL property are located within CCN #10646; and

WHEREAS, Cibolo and Green Valley have agreed to alter the boundaries of their respective CCNs and transfer the Babcock Property and RLDL Property from within the boundaries of the Green Valley CCN to within the Cibolo CCN boundaries, so that such area is removed from the Green Valley CCN and added to the Cibolo CCN; and

WHEREAS, such transfer of Green Valley's CCN service area will benefit Babcock and RLDL.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Babcock, RLDL, Green Valley and Cibolo hereby agree as follows:

TERMS

1. The Babcock Property and the RLDL Property are currently undeveloped.
2. In accordance with Texas Water Code Section 13.248, but at all times subject to the approval by PUC and the United States Department of Agriculture, Rural Development ("USDA"), Green Valley hereby agrees to the modification of the boundaries of its CCN #10646 to exclude the area contained within the Babcock Property and RLDL Property, such area to be transferred from Green Valley's CCN #10646 to the area to be encompassed within the Cibolo CCN #11903. Cibolo hereby agrees to the expansion and modification of the boundaries of its CCN #11903 to include the area contained within the Babcock Property and RLDL Property, such area to be transferred from Green Valley's CCN #10646 to now be encompassed within the Cibolo CCN #11903.
3. To the extent Green Valley may currently have outstanding federal debt under 7 USC §1926 that may be secured by a lien on Green Valley's CCN, this Agreement shall be contingent upon approval by the United States Department of Agriculture, Rural Development ("USDA") and either the USDA's: (i) confirmation that the portion of the Green Valley's CCN containing the Babcock Road Property and the RLDL Property is not the subject of a federal debt lien; or (ii) release of its lien on that portion of Green Valley's CCN containing the Babcock Property and the RLDL Property.
4. Contingent upon USDA's approval and, if applicable, its release of lien as described in Paragraph 3 above and upon PUC's approval of the revision to the respective Cibolo and Green Valley CCN boundaries to reduce the area of the Green Valley CCN so as to exclude the Babcock Property and RLDL Property from the boundaries of the Green Valley CCN and to include the Babcock Property and RLDL Property within the boundaries of the City of Cibolo's CCN #11903, Babcock and RLDL hereby agree to pay Green Valley, within thirty (30) days after the latter of 1) approval by the USDA and release of its lien as described in Paragraph 3 above, or 2) PUC's issuance of a final order or other non-appealable finding, transferring the Property into the City of Cibolo's CCN #11903, Forty Six Thousand Five Hundred Forty Eight and 40/100 (\$46,548.40).
5. Green Valley agrees that its receipt of the payment as set forth in Paragraph 4 above, shall act as a full and sufficient consideration for the release of that portion of Green Valley's CCN to Cibolo.

6. Babcock and RLDL shall be responsible for obtaining PUC approval of this Agreement. Green Valley shall be responsible for obtaining USDA approval.
7. Green Valley and Cibolo agree that no compensation shall be due and owing between Cibolo and Green Valley in conjunction with such transfer, since no real or personal property of either party is contained within the Babcock Property and the RLDL Property.
8. Cibolo agrees that, upon approval of the revision to its CCN boundaries by PUC to include the Property within the boundaries of its CCN #11903, Green Valley shall have no further obligation to provide retail water service to the Property, and that Cibolo shall be solely responsible for the provision of retail water service to the owners and occupants of the Babcock Property and the RLDL Property under such terms and conditions as are allowed under its CCN and any applicable governmental statutes and regulations.
9. Prior to the approval of PUC of the revision of the CCN boundaries, Green Valley consents for the limited purpose to Babcock and RLDL constructing water utility infrastructure necessary for the development of the Babcock Property and RLDL Property.

General Provisions

10. **Assignability.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives. No party may, without the prior written consent of the other party hereto, assign any rights, powers, duties or obligations hereunder. This Agreement shall not inure to the benefit of any party other than the parties to this Agreement and their successors and permitted assignees, or as otherwise provided herein.
11. **Cooperation.** The parties hereto each agree to cooperate with each other, consistent with the terms and conditions of this Agreement. Additionally, each party hereby agrees to take any and all other actions and to execute any and all other documents requested by the other party necessary to effectuate the purposes of this Agreement.
12. **GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND 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 GUADALUPE COUNTY, TEXAS, AND IT IS AGREED THAT ANY CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUER 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 GUADALUPE COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINSTRATIVE LAW ACTION BROUGHT TO ENFORCE OR CONSTRUER 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 AGENCIES.

13. Construction and Severability. If this Agreement, or any word, clause, sentence, paragraph or other part thereof, shall be susceptible to more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Agreement shall govern. 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.

14. 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 herefrom, 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.

15. Amendment. This Agreement may not be amended or terminated except by an instrument signed by all parties to this Agreement.

16. Entire Agreement. This Agreement reflects the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith.

17. 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.

WHEREFORE, this Agreement is executed this 18th day of August, 2017, Texas.

[Signature Pages Attached]

Babcock Road 165, Ltd.,
a Texas limited partnership

By: Fasken Management, LLC,
a Texas limited liability company,
its general partner

By: Charles F. Hedges, Jr.
Charles F. Hedges, Jr.,
Senior Vice-President

Date: August 2, 2017

RLDL Properties, Ltd.,
a Texas limited partnership

By: RLDL Corporation, a Texas corporation, its
general partner

By: Devon E. Duerr
Name: Devon E. Duerr
Title: President

Date: 8/2/17

Green Valley Special Utility District

By:

Dennis Dreyer
Dennis Dreyer, President

Date: 8/17/17

City of Cibolo

By: Robert T. Herrera

Name: Robert T. Herrera

Title: City mgr.

Date: 8/18/17

EXHIBIT A

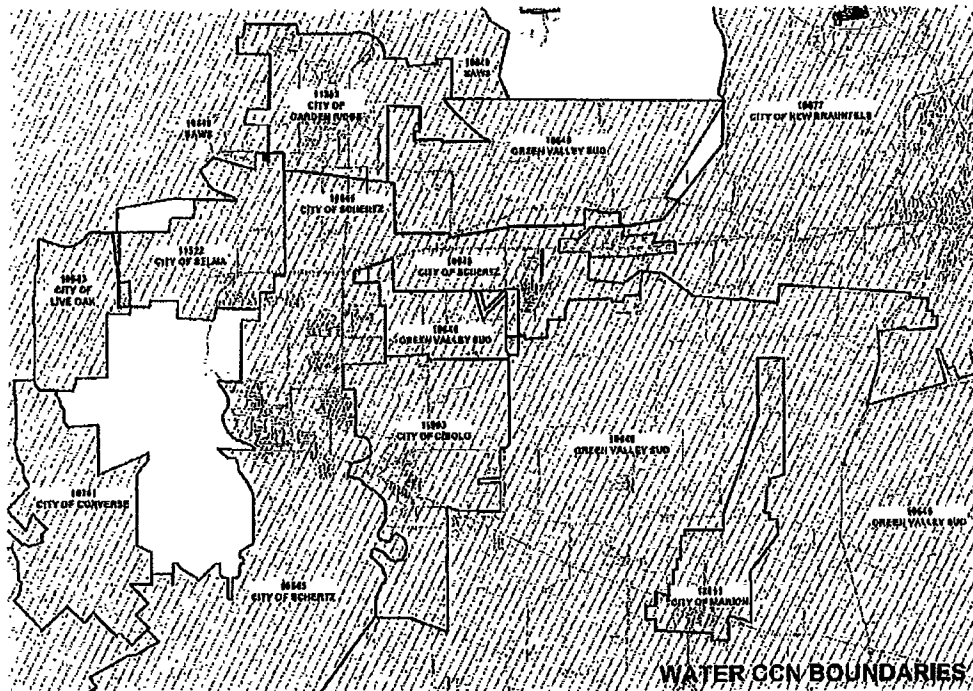
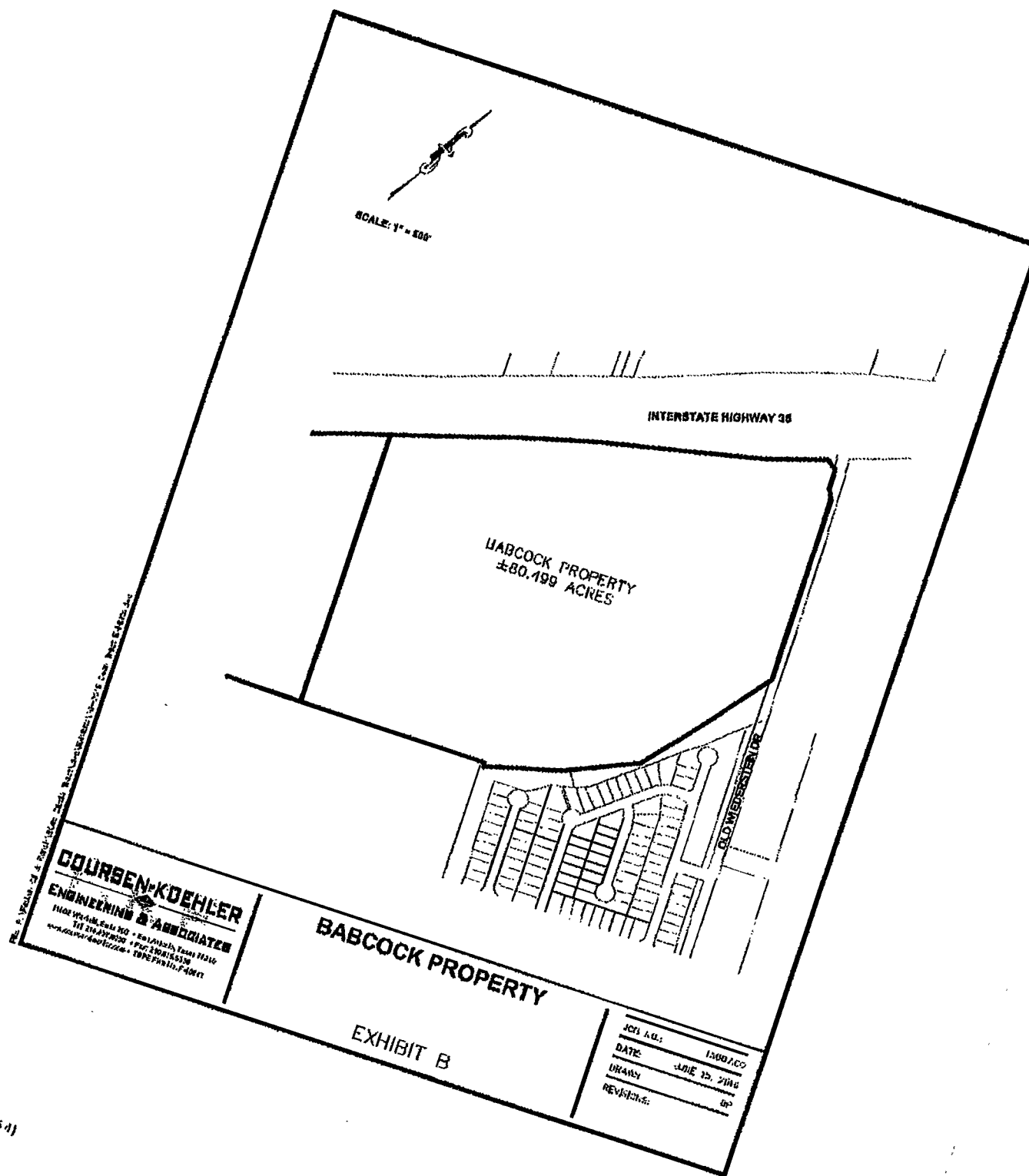


EXHIBIT B

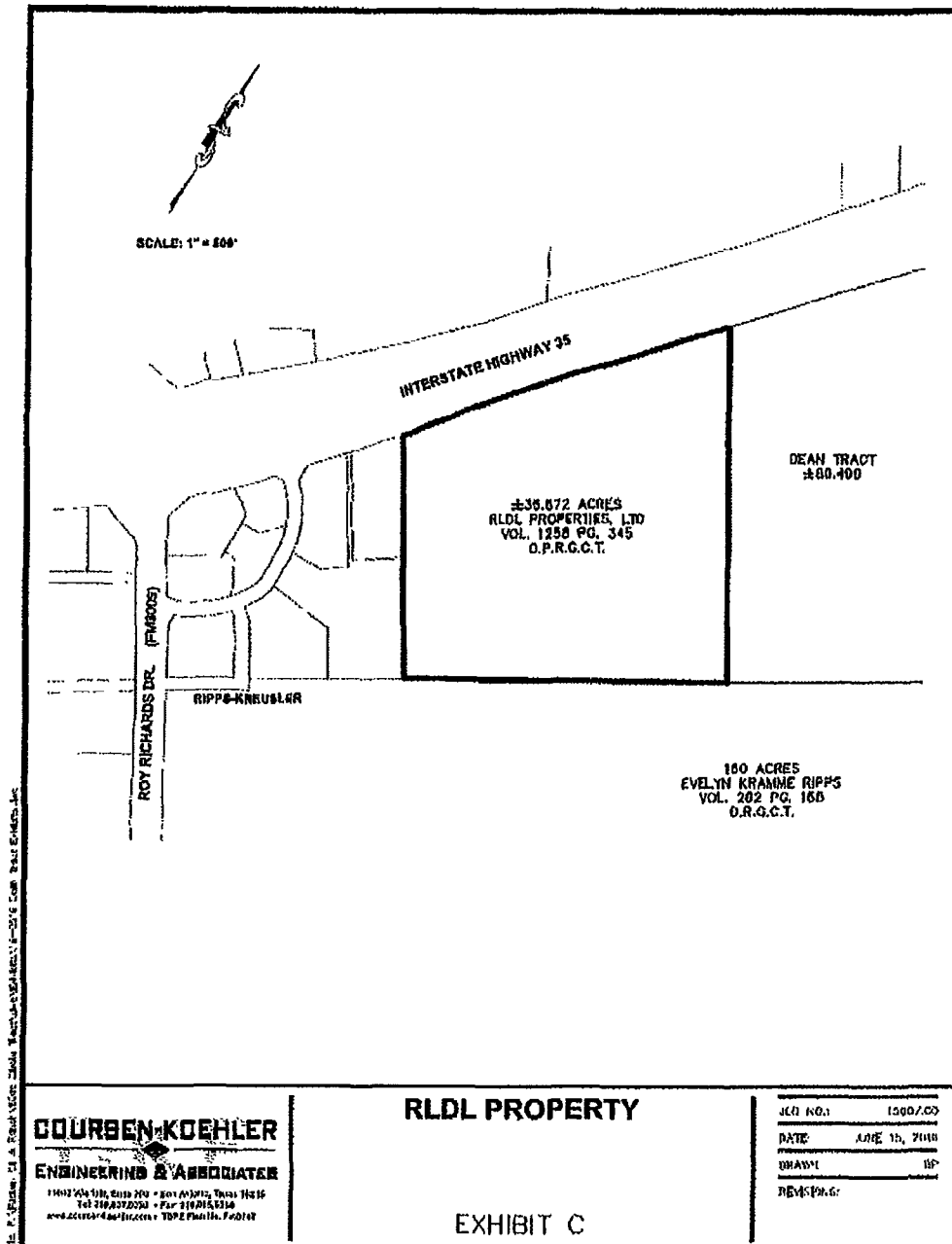
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EXHIBIT C

{00250786.4}



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ENGINEERING & ASSOCIATES

a division of Westwood

STATE OF TEXAS
COUNTY OF GUADALUPE

35.801 ACRE TRACT
"Dean Tract"

PROJ. NO. 11227.00
AUGUST 16, 2017

METES AND BOUNDS DESCRIPTION of a 35.801 acre tract of land within the corporate limits of the city of Cibolo and situated in the John Saladin Survey No. 404, Abstract 299, Guadalupe County, Texas conveyed unto RLDL Properties, LTD., a Texas Limited Partnership (called a 35.906 acre tract) by warranty deed recorded in Volume 1258, Page 345, Guadalupe County Official Public Records; in all, said 35.801 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod found on the southeast line of Interstate Highway 35 (a variable width state highway) coincident with the common north corner of Lot 2, Block 1 as shown by plat of Hampton Inn Corridor Subdivision recorded in Volume 6, Page 761, Guadalupe County Plat Records and the west corner and **POINT OF BEGINNING** of the herein described tract of land;

THENCE, along the southeast line of said Interstate Highway 35, the following courses:

North 38° 56' 38" East, 651.40 feet,
North 42° 02' 38" East, 500.00 feet,
North 37° 00' 38" East, 136.89 feet, and
North 46° 26' 54" East, 70.69 feet to a TXDOT Type II monument found at the common west corner of a 35.777 acre tract conveyed unto Babcock Road 165 LTD. by warranty deed recorded in Volume 3143, Page 465, said Official Public Records and the north corner of the herein described tract of land;

THENCE, departing the southeast line of said Interstate Highway 35, South 30° 36' 36" East, 1,433.24 feet to a ½" iron rod found on the northwest line of the remaining portion of a 150.231 acre tract of land conveyed unto Edwin Ripps, Jr., et al by warranty deed recorded in Volume 2969, Page 150, said Official Public Records coincident with the common south corner of said 35.745 acre tract and the east corner of the herein described tract of land;

THENCE, along the northwest line of said remaining portion of a 150.231 acre tract, South 59° 27' 06" West, 1,277.34 feet to a ½" iron rod found at the common east corner of Lot 8, Block 1 as shown by plat of Schertz – Fairfield Inn recorded in Volume 7, Page 368, said Plat Records and the south corner of the herein described tract of land;

THENCE, North 30° 56' 38" West, 987.31 feet to the **POINT OF BEGINNING**.

Containing in all, 1,559,502 square feet of land or 35.801 acres, more or less. Bearings based on Texas State Coordinate System (NAD 1983) for the South Central Zone, 4204.

This metes and bounds description is prepared by Coursen – Koehler Engineering & Associates, a division of Westwood Professional Services.

Jason R. Gabriel, RPLS
Texas No 6530



1718 Dry Creek Way, Suite 110 • San Antonio, Texas 78259
Main 210.265.8300 • westwoodps.com
TBPE Firm No. F-11756 • TBPLS Firm No. 10194064

COURSEN-KOEHLER

ENGINEERING & ASSOCIATES

a division of Westwood

STATE OF TEXAS
COUNTY OF GUADALUPE

80.495 ACRE TRACT
"Cibolo Town Tract"

PROJ. NO. 11227.00
AUGUST 16, 2017

METES AND BOUNDS DESCRIPTION of an 80.495 acre tract of land within the corporate limits of the city of Cibolo and situated in the John Saladin Survey No. 404, Abstract 299, and Jacob DeCordova Survey No. 514, Abstract 117, Guadalupe County, Texas conveyed unto Babcock Road 165, LTD., a Texas Limited Partnership (two tracts: Tract I – 44.729 acre tract, Tract II – 35.777 acre tract) by warranty deed recorded in Volume 3143, Page 465, Guadalupe County Official Public Records; in all, said 80.495 acre tract being more particularly described as follows:

BEGINNING at a TXDOT Type II Monument found on the west cutback at the southeast line of Interstate Highway 35 (a variable width state highway) and southwest line of Wiederstein Road (a 63 foot right-of-way) coincident and the west corner and ***POINT OF BEGINNING*** of the herein described tract of land;

THENCE, along the southwest line of said Wiederstein Road, the following courses:

South 85° 01' 40" East, 61.19 feet to a TXDOT Type II Monument found,
South 31° 20' 03" East, 100.10 feet to a TXDOT Type II Monument found,
South 56° 55' 12" East, 56.05 feet to a TXDOT Type II Monument found, and
South 31° 13' 49" East, 965.73 feet to a ½" iron rod found at the common north corner of Lantana Subdivision Unit 3 as shown by plat recorded in Volume 6, Page 691, Guadalupe County Plat Records and the east corner of the herein described tract of land;

THENCE, along the northwest line of said Lantana Subdivision Unit 3, the following courses:

South 06° 36' 28" West, 404.17 feet to a ½" iron rod found,
South 08° 43' 00" West, 377.38 feet to a 1/2" iron rod found, and
South 35° 13' 36" West, pass the common west corner of said Lantana Subdivision Unit 3, and the north corner of said Lantana Subdivision Unit 2 as shown by plat recorded in Volume 6, Page 640, said Plat Records, 397.25 feet to a ½" iron rod found;

THENCE, South 43° 54' 47" West, 397.26 feet to a ½" iron rod found on the northeast line of the remaining portion of a 150.231 acre tract of land conveyed unto Edwin Ripps, Jr., et al by warranty deed recorded in Volume 2969, Page 150, said Official Public Records for an easterly corner of the herein described tract of land;

THENCE, North 30° 40' 54" West, 21.02 feet to a ½" iron rod found at the common north corner of said remaining portion of a 150.231 acre tract and a reentrant corner of the herein described tract;

THENCE, South 59° 23' 06" West, 982.91 feet to a ½" iron rod found at the common east corner of a 35.906 acre tract conveyed unto RLDL Properties, LTD., a Texas Limited Partnership (called a 35.906 acre tract) by warranty deed recorded in Volume 1258, Page 345, Guadalupe County Official Public Records and the south corner of the herein described tract of land;

THENCE, departing the northwest line of said remaining portion of a 150.231 acre tract of land, North 30° 36' 36" West, 1,433.24 feet to a TXDOT Type II Monument found on the southeast line of said Interstate Highway 35 coincident with the common north corner of said 35.906 acre tract and the west corner of the herein described tract of land;

THENCE, along the southeast line of said Interstate Highway 35, the following courses:

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North 41° 40' 01" East, 92.91 feet to a TXDOT Type II Monument found,
North 41° 45' 37" East, 508.49 feet to a TXDOT Type II Monument found,
North 44° 18' 51" East, 400.52 feet to a TXDOT Type II Monument found,
North 46° 44' 23" East, 23.54 feet to a TXDOT Type II Monument found,
North 46° 30' 32" East, 861.73 feet to a TXDOT Type II Monument found, and
North 41° 46' 29" East, 317.56 feet to the **POINT OF BEGINNING**.

Containing in all, 3,506,355 square feet of land or 80.495 acres, more or less. Bearings based on Texas State Coordinate System (NAD 1983) for the South Central Zone, 4204.

This metes and bounds description is prepared by Coursen – Koehler Engineering & Associates, a division of Westwood Professional Services.

Jason R. Gabriel, RPLS
Texas No 6530

