



Control Number: 51488



Item Number: 9

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Old Highway 90 Water Service
P.O. Box 100 | 145 PR 4775
Castroville, TX 78009
Office: 830-931-9272
Fax: 830-931-2714
Email: oldhighway90water@yahoo.com

October 14, 2020

To Whom It May Concern:

Please be advised that Old Highway 90 Water Service is filing an application with the Public Utility Commission (PUC) to amend its Water Certificate of Convenience and Necessity (CCN) Number 12975 to include the Sand Hurst Subdivision, shown on enclosed map.

You have been identified as a neighboring utility of like kind and/or municipality within 2 miles of the proposed service area. Pursuant to TCEQ Regulations, Old Highway 90 Water Service formally asks whether you are willing or able to provide water service to this proposed property sufficient to meet the TCEQ's minimum service standards plus local demands thereby providing continuous and adequate utility service to the consuming public. Please fill out the questionnaire below and return to us - it will be filed with the PUC.

You may email your response to oldhighway90water@yahoo.com. If you have any questions, please call us at 830-931-9272.

Sincerely,

Cheryl Maples
General Manager
Old Highway 90 Water Service

Name of Utility: Benton City WSC Date of Response: 1/18/2020
Ability to Provide Service: Y / N Reason: with Developers ^{Funded} Improvements
Printed Name: Daniel Rangel Title: see Att-File General Manager
Phone Number: 830-709-3254 Email: dc_rangel@airmail.net
Signature: Daniel Rangel

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TEXAS REGISTRATION # F-16078

January 6, 2021

Mr. Daniel Rangel, General Manager
Benton City Water Supply Corporation
980 FM 3175
Lytle, TX 78052

Reference: Non Standard Service Request - Subdivision
Sand Hurst Subdivision
2408 IH 35 S
Devine, TX 78016

Project Location: IH 35 S, West Side, North of Medina County/Frio
County Line
Approximate Total 528 acres, 252 Lots (2 phases),
Medina County

Developer: Joint Venture NAFTA Freeway
c/o Milan Simic
1718 State St.
Houston, TX 77007

Dear Mr. Rangel:

We have received a Non-Standard Service request for the construction of a proposed Residential Subdivision. We have also received a Masterplan Development Map of the +/- 528 acres and 252 lots for the proposed project and a proposed layout of Unit/Phase 1 being 75 lots. The proposed project is out of an approximate 528-acre tract(s), adjacent to IH 35 South (along the West ROW line), just North of the Medina County/Frio County Line. A portion of the proposed project is within the Benton City Water Supply Corporation CCN. BCWSC's CCN covers approximately 10 acres of the approximate 528 acres (or 4%) of the total project. This project lies at the most western part of BCWSC's CCN.

The information provided in the Application stated that First Phase of the Proposed Subdivision will be comprised of Seventy-Five (75) - minimum 1.50 acre Lots, for single family residences.

Based on our review of the proposed project location and the Benton City WSC water system, at this time, the Benton City WSC does not have any waterline infrastructure with adequate capacity adjacent to the proposed project nor the available capacity in its existing facilities to provide service to this project for the proposed number of lots (75) and/or for the total Master Planned 252 lots.

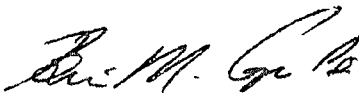
To provide service, many upgrades and waterline extensions will be required to provide water to the proposed subdivision. At a minimum, a new 12" transmission water main shall be extended from the nearest BCWSC 12" waterline to the Applicant's property (route and distance unknown at this time, estimated 6-10 miles in length depending on route). The transmission main will also have to be bored under IH 35 and UPRR tracks along the east side of IH 35 to the Applicant's property (+/- 500 lf Bore) on the West side of IH 35. Due to the remoteness of the proposed project with respect to existing BCWSC CCN boundary and infrastructure, the Developer would be required to construct a water plant in the subdivision designed and constructed to provide service to the entire development. At a minimum, the water plant would require a Ground Storage Tank and a High Service Pump Station.

This Study was for the Serviceability only at the above mentioned location. The Applicant will need to provide any proposed Plats, proposed on-site waterline construction plans, off-site water transmission main plans, and water plant plans to the Benton City WSC staff for review and approval prior to any construction of the required water improvements. All construction plans will be required to be designed in accordance with Benton City WSC standards and regulations. Applicant shall coordinate the offsite water transmission line and water plant design with the Benton City WSC, as well as submitting plans for review and approval from the TCEQ prior to construction. Furthermore, the Developer will be required to extend the current CCN of BCWSC to encompass the entire proposed development of the San Hurst Subdivision.

Should you have any questions or require additional information concerning this matter, please let us know.

Yours very truly,

KLEIN & COPE ENGINEERING, INC.



Brian M. Cope, P.E.
Vice President



Developer Agreement – Old Highway 90 Water Service & NAFTA Freeway Joint Venture

THIS AGREEMENT made and entered by date last signed, 1/14/21,
2021 by and between NAFTA FREEWAY JOINT VENTURE hereinafter referred to as
"Developer", and OLD HIGHWAY 90 WATER SERVICE, hereinafter referred to as
"OH90WS".

WHEREAS, Developer owns or controls lands located in Medina and Frio Counties, Texas, as described in Exhibits "A" and "B", attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as the "Property", and Developer intends to develop the Property by constructing improvements thereon; and

WHEREAS, Developer desires that OH90WS provide water distribution service for Developer's Property herein described; and

WHEREAS, OH90WS is willing to provide water services to the Property and thereafter operate applicable facilities so that the occupants of the Property will receive adequate water service from OH90WS;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Developer and OH90WS hereby agree to the terms as follows:

1. To the Parties' knowledge, the foregoing statements are believed to be true and correct.
2. Cost – To induce OH90WS to provide water service to the Property, Developer hereby agrees to pay the following:
 - a. Installation of Water System – In order for OH90WS to provide the Property with water service, Developer agrees to remit payment to MGMC, LLC for the construction of the water system pursuant to Estimate #1042, Exhibit "C" attached hereto and made a part hereof as if fully set out in this paragraph.

Developer has furnished OH90WS with a statement from Amegy Bank, Exhibit "D" stating that the funds available to Developer are well over the required funds for the project per Estimate #1042.



3. On-Site Installation - To induce OH90WS to provide the water treatment and distribution facilities, and to continuously provide consumers located on the Property with water service, unless otherwise provided for herein, Developer hereby agrees to pay the cost to construct the system per Exhibit C and furthermore agrees that the system will be owned and operated by OH90WS. The term "on-site water distribution system" means and includes all water distribution and supply mains, lines, pipes, and water facilities constructed within the boundaries of Developer's property adequate in size to serve each lot or unit with the property or as otherwise required by OH90WS. OH90WS shall have the right of inspection of Developer's internal lines and facilities. This provision shall be binding on the successors and assigns of the Developer.

✓ 4. Quality of Water -- Regulations set forth by the State of Texas require that the quality of the groundwater be within certain limits. In the event that the quality of the groundwater in the area of the Property falls outside of these limits, Developer agrees to pay the cost to install any additional required filtration facilities.

5. Exclusive Right to Provide Service - Developer agrees that neither itself nor its successors and assigns shall engage in the business or businesses of providing potable water services to the Property during the period of time in which OH90WS, including its successors and assigns, provide water services to the Property, it being the intention of the parties hereto that under the foregoing provision, OH90WS shall have the sole and exclusive right and privilege to provide water services to the Property and to the occupants of such residence, building or unit constructed thereon.

6. Rates - OH90WS agrees that the rates to be charged to Developer and/or consumers of water services shall be those set forth in the Tariff of OH90WS. OH90WS may establish, amend or revise, from time to time in



the future, and enforce rules, regulations, rates or rate schedules so established and enforced. Rates charged to Developer or consumers located upon the Property shall at all times be identical to rates charged for the same classification of service, as are or may be in effect throughout the service areas of OH90WS.

6. NOW, THEREFORE, Developer and OH90WS have executed this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

OH90WS:

Old Highway 90 Water Service

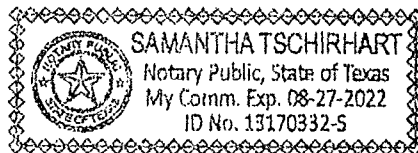
By: _____

← Chester Maples

STATE OF TEXAS

COUNTY OF MEDINA

The foregoing instrument was acknowledged before me this 14 day of January, 2021, by Chester Maples, of OLD HIGHWAY 90 WATER SERVICE, who is both personally known to me.



Samantha Tschirhart
Notary Signature

Samantha Tschirhart
Print Name

Notary Public - State of Texas

Commission No: 13170332-5

My Commission Expires: 8/27/22

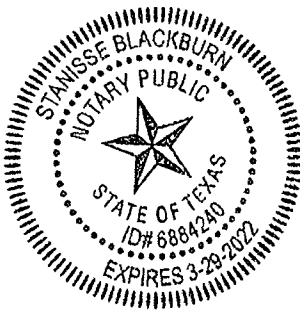
DEVELOPER:

NAFTA Freeway Joint Venture

By: Beau King
Beau King

STATE OF TEXAS
COUNTY OF MEDINA

The foregoing instrument was acknowledged before me this 18 day of April,
2021, by BEAU KING of NAFTA FREEWAY JOINT VENTURE,
who is personally known to me.



[Signature]

Notary Signature

S. BLACKBURN

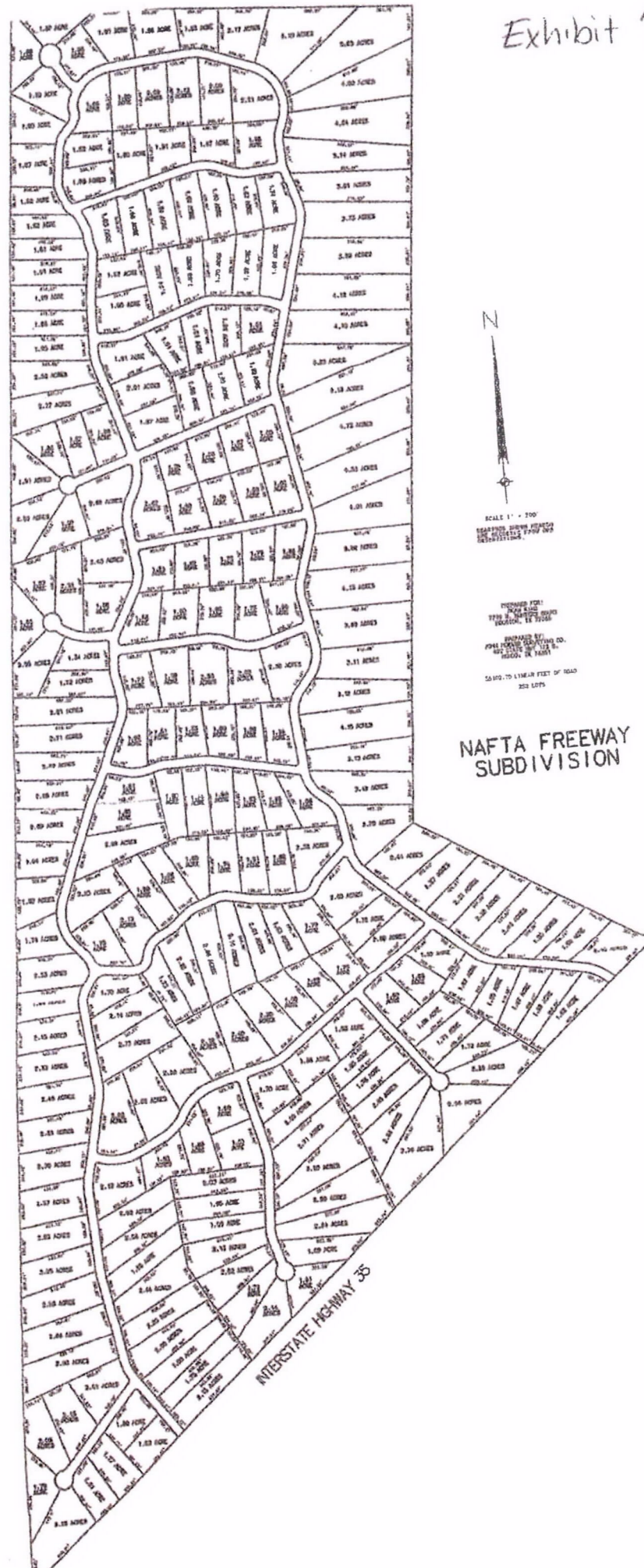
Print Name

Notary Public - State of Texas 6884240

Commission No. 3/29/22

My Commission Expires: 3/29/22

Exhibit "A"





MGMC, LLC

MGMC, LLC

P.O. Box 100

Castroville, TX 78009

830-931-9272

cheryl.maples@yahoo.com

Exhibit "C"

Estimate

ADDRESS

Beau King
Joint Venture/Nafta Freeway
1718 State Street
Houston, Tx 77007

ESTIMATE # 1042

DATE 09/04/2020

ACTIVITY

QTY	RATE	AMOUNT
1	317,254.00	317,254.00

Water System

Total cost for Sandhurst Subdivision phase 1 to install a complete water system as engineered by Stephen Mangold. Note: System components such as water storage tanks, and pressure tank have been reduced in size to supply water for 74 tracks only, but the well and pumps will still service more lots in the 2nd phase without up grade to well system. Each new phase will require engineering and new infrastructures for that phase and at some point a upgrade of well system will be needed.

Total cost for this first phase includes digging and installing all water mains, valves, boxes mega-lug-connections, crossovers, fire hydrants, and blowoffs for first phase. Price includes all sleeves for mains, all pipe, fittings, megalugs, bolts, shut off/on valves, MJ, brass connection, supply lines for complete water system for first phase. Price also includes drilling well, installing pumps, pressure pumps, controls, meter loop, electric panels, fence, pump house, pressure tanks, storage tank, and chlorinator system for phase 1.

TOTAL

\$317,254.00

Total to be paid maximum of \$317,254

Accepted By

Accepted Date

1/16/21

