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ItemNumber - 1

PUC DOCKET NO. ____

**PETITION OF UNDINE DEVELOPMENT, § PUBLIC UTILITY COMMISSION
LLC AND SOUTH CENTRAL WATER §
COMPANY FOR APPROVAL OF A § OF TEXAS
SERVICE AREA CONTRACT UNDER §
TEXAS WATER CODE § 13.248 AND TO §
AMEND CERTIFICATES OF §
CONVENIENCE AND NECESSITY IN §
HARRIS COUNTY**

**UNDINE DEVELOPMENT, LLC AND SOUTH CENTRAL WATER COMPANY
PETITION UNDER TEXAS WATER CODE § 13.248**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COME NOW, Undine Development, LLC ("Undine") and the South Central Water Company ("South Central") (collectively, "Applicants") and hereby file this Petition for approval under Texas Water Code ("TWC") § 13.248 and 16 Texas Administrative Code ("TAC") § 24.253 to designate certificate of convenience and necessity ("CCN") service areas by contract and enforcement of same ("Petition" or "Application"). The relief requested affects a portion of South Central's water CCN No. 13061 and sewer CCN No. 20964 located in Harris County, Texas. In support thereof, Applicants show the following.

I. PURPOSE OF THE PETITION

Applicants file this Petition to request the Commission act to approve and enforce a contract in which Applicants have agreed to transfer a portion of South Central's water CCN No. 13061 and sewer CCN No. 20964 service area to existing Undine water CCN No. 13260 and sewer CCN No. 20816. The Applicants' agreement designates the exchanged area to be served by Undine. The specific transfer area and terms of the agreement are more specifically set forth in the Service Area Transfer Agreement between the South Central Water Company and Undine included as Exhibit 1 (the "Contract"). No facilities or customers are currently located in the transfer area.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC § 24.253, implementing TWC § 13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. Maps of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included with the executed contract in Exhibit 1 at Exhibit A.
2. A copy of the executed Contract, the entirety of which is included as Exhibit 1.
3. The number of customers to be transferred is: 0.

The Commission has no standardized application form for the relief sought in this Petition and, thus, Applicants are relying on 16 TAC§ 24.253 for the contents of this Petition. However, that rule states that "any other information required by the commission" should be submitted. 16 TAC§ 24.253(b)(5). Applicants respectfully request that the Commission inform Applicants if any other information is required. The undersigned will be the point of contact for this Petition and South Central Water Company has authorized this filing in the Contract.

III. REQUEST FOR INFORMAL DISPOSITION

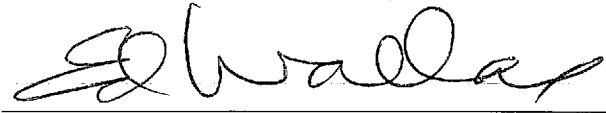
Pursuant to 16 TAC § 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met. 16 TAC§ 24.253 does not impose any special notice requirements for this application because no customer transfers are contemplated. Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff. Thus, a hearing should not be required and informal disposition is appropriate.

IV. CONCLUSION

Undine and the South Central respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfer described herein and approve the CCN designations contemplated by the Contract. If for any reason the Commission finds the information submitted with this Petition is insufficient for Application acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

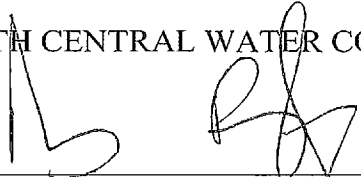
Respectfully submitted,

UNDINE DEVELOPMENT, LLC



By:

SOUTH CENTRAL WATER COMPANY



By: Doug Bailey

EXHIBIT 1

**WATER AND SEWER SERVICE AREA TRANSFER
AGREEMENT**

This WATER AND SEWER SERVICE AREA TRANSFER AGREEMENT (the "*Agreement*") is made and entered into by and between Undine Development, LLC ("Undine") and South Central Water Company ("**South Central**"). Undine and South Central are referred to in individually as a "*Party*" and collectively as the "*Parties*." This Agreement is effective on the date that the last Party signs the Agreement (the "*Effective Date*").

RECITALS

WHEREAS, **South Central** is a retail public utility that holds water certificate of convenience and necessity ("*CCN*") No. 13061 and sewer CCN No. 20964, which include certain service areas with boundaries within Harris County, Texas;

WHEREAS, **Undine** is a retail public utility that holds water CCN No. 13260 and sewer CCN No. 20816, the boundaries of which include Harris County;

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

WHEREAS, the Parties desire that South Central transfer to Undine, a portion of its water and sewer CCNs as such area to be transferred is described in the attached Exhibit A (the "*Transfer Tract*");

WHEREAS, there are no customers or facilities located on the Transfer Tract;

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

AGREEMENT

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
2. **Transfer of the CCN Transfer Area.** South Central transfers and conveys to Undine, and Undine accepts from South Central, the portion of South Central's water CCN No. 13061 and sewer CCN No. 20964 that comprise the Transfer Tract; and the Parties thereby agree to modification of the boundaries of their water and sewer CCNs accordingly. There are no customers or facilities located on the Transfer Tract and, therefore, none are being transferred pursuant to this Agreement.

3. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to transfer the Transfer Tract from South Central to Undine, South Central shall have no further obligation to provide retail water or sewer service to the Transfer Tract.
4. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
5. **Entire Agreement.** This Agreement reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.
6. **Notice.** The following notice requirements shall apply regarding notice by the Parties to each other, except regarding other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code § 22.74. When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, or other commercially accepted means. Notices and routine communications to shall be addressed as follows:

Undine Development, LLC
17681 Telge Road
Cypress, Texas 77429

South Central Water Company
5818 Beverly Hill Street
Houston, Texas 77057

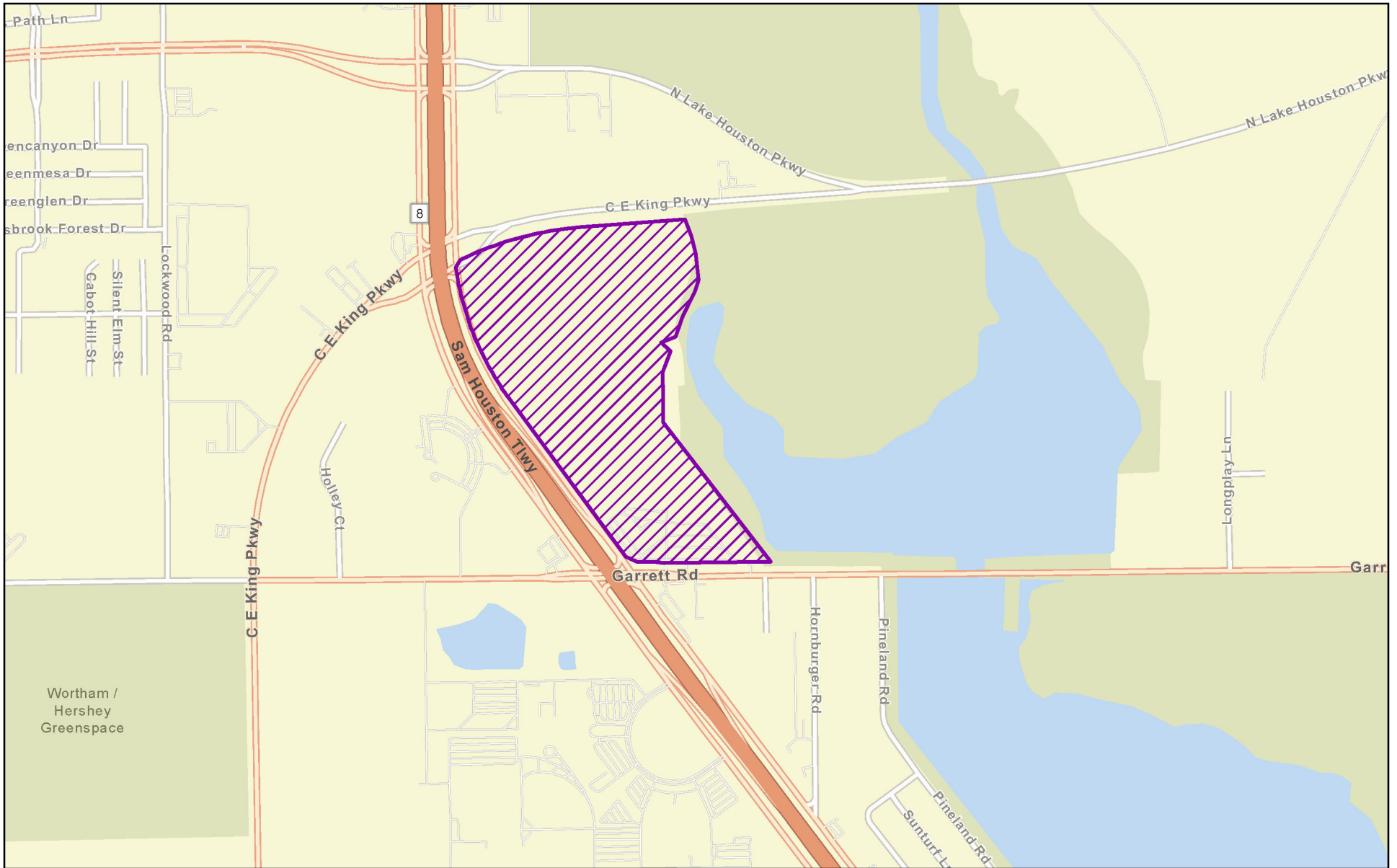
7. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party, whose consent shall not be unreasonably withheld. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.
8. **Venue.** Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Harris County, Texas.
9. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

10. **Multiple Originals.** This Agreement may be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
11. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
12. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

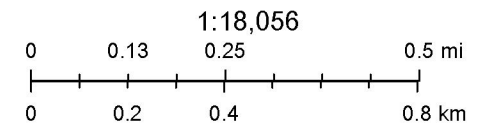
**WATER AND SEWER SERVICE AREA TRANSFER
AGREEMENT
EXHIBIT A**

Transfer Tract

South Central Water Company CCN 13061

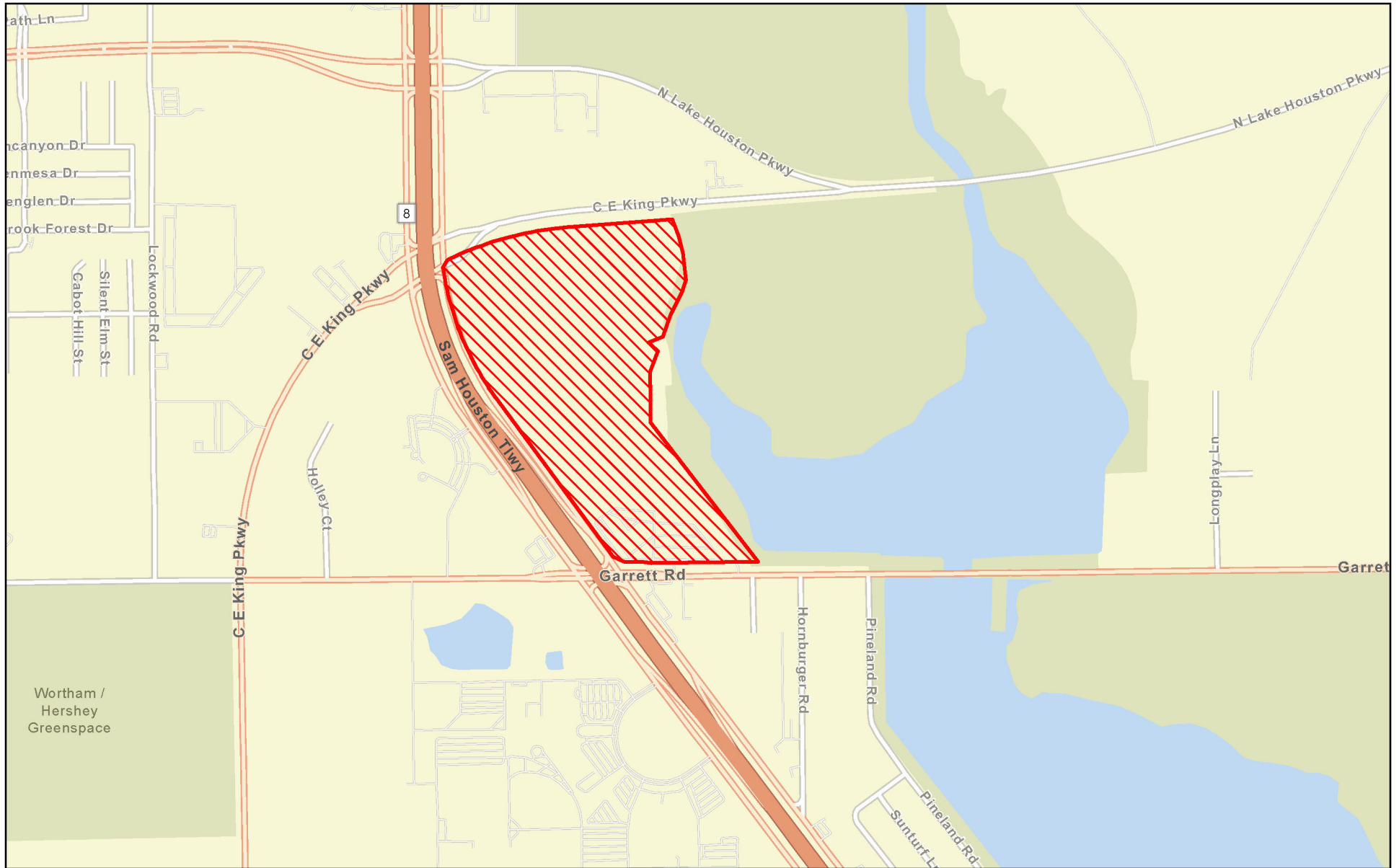


August 23, 2022

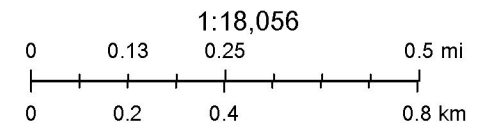


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South Central Water Company CCN 20964



August 23, 2022



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