

**RESOLUTION NO. R-2026-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A TRANSFER AGREEMENT BETWEEN THE CITY OF BASTROP AND AQUA WATER SUPPLY CORPORATION FOR THE TRANSFER OF THE HASLER SHORES AREA (CURRENTLY WITHIN AQUA WATER SUPPLY CORPORATION CCN NO. 10294) AND ASSOCIATED INFRASTRUCTURE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL NECESSARY DOCUMENTS; PROVIDING FOR FINDINGS OF FACT; REPEALER; SEVERABILITY; EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”), a home-rule municipality, has general authority to adopt resolutions that are for the good government, peace, or order of the City and are necessary or proper for carrying out powers granted by law to the City; and

**WHEREAS,** the Hasler Shores Area lies within the City’s Extraterritorial Jurisdiction (ETJ) but is currently located inside Aqua Water Supply Corporation’s retail water Certificate of Convenience and Necessity (CCN No. 10294); and

**WHEREAS,** Aqua Water Supply Corporation currently provides retail water service to approximately 30 metered connections in the Hasler Shores Area via existing water distribution lines along Shoreline Drive, Hasler Shores Drive, and My Road; and

**WHEREAS,** to resolve the service-area overlap and enable the City to provide retail water service, the parties previously executed (i) a letter agreement dated February 10, 2022 (attached to the Transfer Agreement as Exhibit A), authorizing the City to serve certain properties in the Hasler Shores Area and identifying the proposed CCN Transfer Area, and (ii) a supplemental letter agreement dated May 23, 2025 (attached to the Transfer Agreement as Exhibit B), under which Aqua Water Supply Corporation, at its sole expense, constructed approximately 1,000 linear feet of 6-inch water line to interconnect the systems, after which the City would assume full retail service responsibility and Aqua would install a closed valve to isolate the systems; and

**WHEREAS,** the Transfer Agreement (attached hereto as Exhibit A and incorporated herein by reference) memorializes and formalizes the full transfer of approximately 65 acres of Aqua Water Supply Corporation’s CCN service area (the “CCN Transfer Area”), together with the associated infrastructure, to the City, including the forms of Bill of Sale/Assignment and Assignment of Easements (Exhibits D and E to the Transfer Agreement), the list of parcels/meters (Exhibit C to the Transfer Agreement), and notice addresses (Exhibit F to the Transfer Agreement); and

**WHEREAS,** Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

**WHEREAS,** the City Council finds and declares that approval of the Transfer Agreement is in the best interest of the public health, safety, and welfare of the City and its residents and is consistent with the City's Charter, Code of Ordinances, the Texas Local Government Code, Chapter 13 of the Texas Water Code, and applicable PUC regulations; and

**WHEREAS,** the City Council finds that approval of the Agreement is in the best interest of the City and its residents and will further the public purpose of providing reliable and efficient water service;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, THAT:**

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The Transfer Agreement between the City of Bastrop and Aqua Water Supply Corporation for the Hasler Shores Area, a copy of which is attached hereto as Exhibit A and incorporated herein by reference for all purposes, is hereby approved in all respects.
- Section 3.** The City Manager is hereby authorized and directed to execute the Transfer Agreement on behalf of the City and to execute and deliver all other documents, instruments, and certificates necessary or appropriate to implement the Transfer Agreement, including any filings required with the PUC, and to take all actions necessary to carry out the intent and purposes of this Resolution and the Transfer Agreement.
- Section 4. Repealer:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 4. Severability:** Should any portion or part of this Resolution be held invalid for any reason or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.
- Section 5. Effective Date:** This Resolution shall take effect immediately from and after its passage.
- Section 6. Proper Notice & Meeting:** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

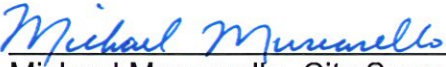
**[Signature Page to Follow]**

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 28th day of April 2026.


APPROVED:

by:   
Ishmael Harris, Mayor

ATTEST:

  
Michael Muscerello, City Secretary

APPROVED AS TO FORM:

  
City Attorney

Denton Navarro Rocha Bernal & Zech, P.C.



**WATER CCN SERVICE AREA AND INFRASTRUCTURE  
TRANSFER AGREEMENT**

This Water CCN Service Area and Infrastructure Transfer Agreement (the “Agreement”) is made and entered into by and between Aqua Water Supply Corporation (“Aqua”), a Texas non-profit water supply corporation serving Bastrop County, Texas, and the City of Bastrop (“Bastrop”), a home rule city, body politic of the State of Texas, and retail public utility also serving Bastrop County, Texas. This Agreement is effective as of the date of the last signature below (“the Effective Date”).

**RECITALS**

**WHEREAS**, Aqua holds retail water Certificate of Convenience and Necessity (CCN) CCN No. 10294, issued by the Public Utility Commission of Texas (“PUC”), authorizing Aqua to provide retail water service in Bastrop County, Texas; and

**WHEREAS**, Bastrop holds retail water CCN No. 11198, issued by the PUC, authorizing Bastrop to provide retail water to the City of Bastrop, Texas; and

**WHEREAS**, Aqua owns and operates certain water infrastructure, including water distribution lines and thirty (30) water meters along Shoreline Drive, Hasler Shores Drive, and My Road within the City of Bastrop’s Extraterritorial Jurisdiction, in an area commonly known as the Hasler Shores Area; and

**WHEREAS**, the Hasler Shores Area lies within Aqua’s retail water CCN service area, and the parties wish to effectuate a transfer of infrastructure and approximately sixty-five (65) acres of a specific Water CCN area (“CCN Transfer Area”) from Aqua to Bastrop, in order to enable Bastrop to provide water service to the Hasler Shores Area; and

**WHEREAS**, on February 10, 2022, Aqua and Bastrop entered into a letter agreement, attached hereto as Exhibit A, in which Aqua authorized Bastrop to provide retail water service to certain properties within the Hasler Shores Area and within Aqua's CCN boundary, and in which Attachment 1 to Exhibit A identifies the CCN Transfer Area proposed to be transferred to Bastrop; and

**WHEREAS**, Aqua and Bastrop executed a supplemental letter agreement, attached hereto as Exhibit B, in which Aqua agreed, at its sole cost, to construct approximately 1,000 linear feet of 6-inch water line to connect Bastrop's existing 8-inch water main on Hasler Shores Drive to Aqua's 2-inch water line on Shoreline Drive, for the purpose of facilitating the full transition of water service responsibilities for the Hasler Shores Area to Bastrop; and in which the parties further agreed that, following completion of the improvements, Bastrop would assume full responsibility for retail water service in the Hasler Shores Area; and Aqua would install a closed valve to isolate its system from Bastrop's system; and

**WHEREAS**, the Parties intend for this Agreement to memorialize their mutual understanding regarding the transfer of infrastructure and the CCN Transfer Area to Bastrop, and to serve as the basis for any required filings with the Public Utility Commission of Texas to effectuate the amendment of the parties' respective CCNs.

**NOW THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

## AGREEMENT

### ARTICLE I. PROVISIONS FOR THE SALE AND TRANSFER TO BASTROP

#### 1.1 Agreement to Transfer CCN Transfer Area from the Aqua Water CCN to the Bastrop Water CCN.

(a) Subject to terms and conditions set forth in this Agreement, Aqua agrees to convey, and transfer to Bastrop the CCN Transfer Area. To effectuate such transfer of the CCN Transfer Area from Aqua to Bastrop, Bastrop will prepare, file, and prosecute an application at the PUC to seek approval of this Agreement and the transfers described herein by the PUC (“CCN Transfer Application”). Bastrop will bear the costs to prepare, file, and prosecute the CCN Transfer Application at the PUC, where such costs shall include, and are limited to, Bastrop’s (i) costs to issue any required notice related to the CCN Transfer Application, (ii) legal fees incurred relating to the CCN Transfer Application, and (iii) engineering/mapping expenses incurred directly relating to the CCN Transfer Application. Bastrop will file such application at the PUC no later than 60 days after the Effective Date. Aqua agrees to cooperate with Bastrop in advancing and prosecuting the CCN Transfer Application and agrees not to oppose and not to fund or support any opposition to the CCN Transfer Application.

(b) The parties agree that the transfer of the CCN Transfer Area to Bastrop, along with the associated infrastructure described in Article II, is appropriate under the specific circumstances of this transaction and is not intended to establish any precedent for the transfer of other CCN service areas between the parties. The parties further agree that the terms of this Agreement are fair, reasonable, and in the public interest.

**ARTICLE II.**  
**TRANSFER OF INFRASTRUCTURE AND METERED CONNECTIONS**

**2.1 Transfer of Existing Meters.**

Aqua owns and operates thirty (30) existing water meters in the CCN Transfer Area subject to this Agreement. Upon issuance of a final order by the PUC approving the CCN Transfer Application, Aqua shall transfer to Bastrop all rights, title, and interest in the meters and associated retail water service accounts, together with the customers receiving service through such meters. This transfer shall be effectuated by execution and delivery of the Bill of Sale / Assignment attached hereto as **Exhibit D**, no later than thirty (30) Days after the date of the PUC Order approving the CCN Transfer Application and the time of appeals has expired. A list of the parcels served by Aqua's meters, as identified by the Bastrop Central Appraisal District, is attached hereto as **Exhibit C**. The customers associated with the parcels and meters described in **Exhibit C** shall become retail water customers of Bastrop as of the effective date of the Bill of Sale / Assignment.

**2.2 Transfer of Water Lines.**

Aqua currently owns and operates water lines located within the CCN Transfer Area, which shall be conveyed to Bastrop by Bill of Sale / Assignment in the form attached as **Exhibit D**, no later than thirty (30) Days after the date of the final PUC Order and the time of appeals has expired.

These lines shall remain active and in service until their conveyance to Bastrop is completed through the execution of the Bill of Sale / Assignment.

**2.3 Transfer of Easements.**

Aqua shall assign to Bastrop all existing easement rights associated with the infrastructure described in this Article II. Such assignment shall be executed in the form attached hereto as **Exhibit E**, no later than thirty (30) Days after the date of the final PUC order.

**ARTICLE III.  
MISCELLANEOUS**

**3.1 Governing Law and Venue.**

The Constitution and the laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy that may arise hereunder. Venue for any actions arising under this Agreement shall lie exclusively in the courts of Bastrop County, Texas.

**3.2 Notices.**

Unless the context requires immediate notice, which may be provided by telephone, any notice, request or other communication required by this Agreement between the Parties regarding the Agreement shall be given in writing to the persons specified in **Exhibit F**, as may be amended from time to time, and shall be deemed to have been given to the other Party upon either of the following dates:

(a) The date of the mailing thereof, as shown by a post office receipt, if mailed to the Party by registered or certified mail at the latest address specified for such other Party in writing;  
or

(b) The date of the receipt thereof by such other Party if not so mailed by registered or certified mail.

The Parties shall have the right from time to time to change their respective addresses by giving written notice to the other Party.

**3.3 Severability.**

In case any one or more of the Articles, Sections, provisions, clauses or words of this Agreement shall for any reason be held to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect any other Articles, Sections,

provisions, clauses or words of this Agreement, and it is intended that this Agreement shall be severable and shall be construed and applied as if such invalid or unconstitutional Article, Section, provision, clause or word had not been included herein.

**3.4 Amendments.**

This Agreement may be changed or modified at any time by a written instrument signed by both Parties and only after having obtained approval from the governing bodies of the Parties.


*[Signature pages follow immediately]*

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

**CITY OF BASTROP:**

By:   
Sylvia Carrillo-Trevino, City Manager

**AQUA WATER SUPPLY CORPORATION:**

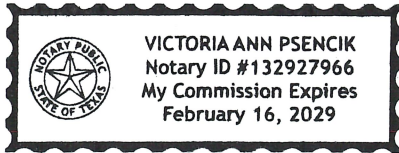
By:   
Dacy Cameron, General Manager

ACKNOWLEDGMENTS

30 days POC

STATE OF TEXAS §  
  §  
COUNTY OF Bastrop §

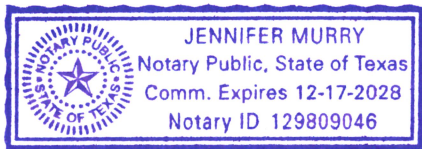
This instrument was acknowledged before me on this 20<sup>th</sup> day of May, 2026, by Sylvia Carrillo-Trevino, City Manager for the City of Bastrop, Texas.



Victoria Ann Psenick  
Notary Public, State of Texas

STATE OF TEXAS §  
  §  
COUNTY OF BASTROP §

This instrument was acknowledged before me on this 27<sup>th</sup> day of April, 2026, by Dacy Cameron, General Manager of Aqua Water Supply Corporation, a Texas nonprofit corporation, on behalf of said corporation.



Jennifer Murry  
Notary Public, State of Texas

**EXHIBIT “A”**

**LETTER AGREEMENT BETWEEN AQUA AND BASTROP**  
**EXECUTED FEBRUARY 10, 2022**

EXHIBIT A



November 2, 2021

Trey Job  
Assistant City Manager for Community Development  
City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

Re: Retail Water Utility Service to Properties Located in the City of Bastrop's Extra Territorial Jurisdiction and within Aqua Water Supply Corporation's Retail Water CCN Service Area

Dear Mr. Trey Job:

The purpose of this letter is to demonstrate the agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop that authorizes the City of Bastrop to provide retail water service to a select number of properties currently served by Aqua WSC. These properties are located in Aqua WSC's retail water Certificate of Convenience and Necessity (CCN) service area and within the Extra Territorial Jurisdiction (ETJ) of the City of Bastrop. In general, these properties lie along Hasler Shores Drive, Shoreline Drive, and other nearby municipal roadways. Attachment 1 details the properties currently served by Aqua WSC to be transferred to retail water service provided by the City of Bastrop.

Aqua WSC's water line serving these properties is of considerable length, is dedicated to serving only these properties, and is increasingly requiring intensive maintenance. It is Aqua WSC's understanding that the City of Bastrop has sufficient water lines and capacity near this area to serve the identified properties. Attachment 1 specifies the resident's properties to be transferred to the City of Bastrop's retail service. At some time in the future, Aqua WSC and the City of Bastrop will work together to transfer the affected CCN from Aqua WSC to the City of Bastrop. However, for the purpose of this letter, the authorization by Aqua WSC for the City of Bastrop to serve the identified properties should be considered permanent.

If the City of Bastrop is agreeable to these conditions, please indicate your acceptance of them by signing below and returning a signed copy of this letter to me.

If you have any questions, please contact me.

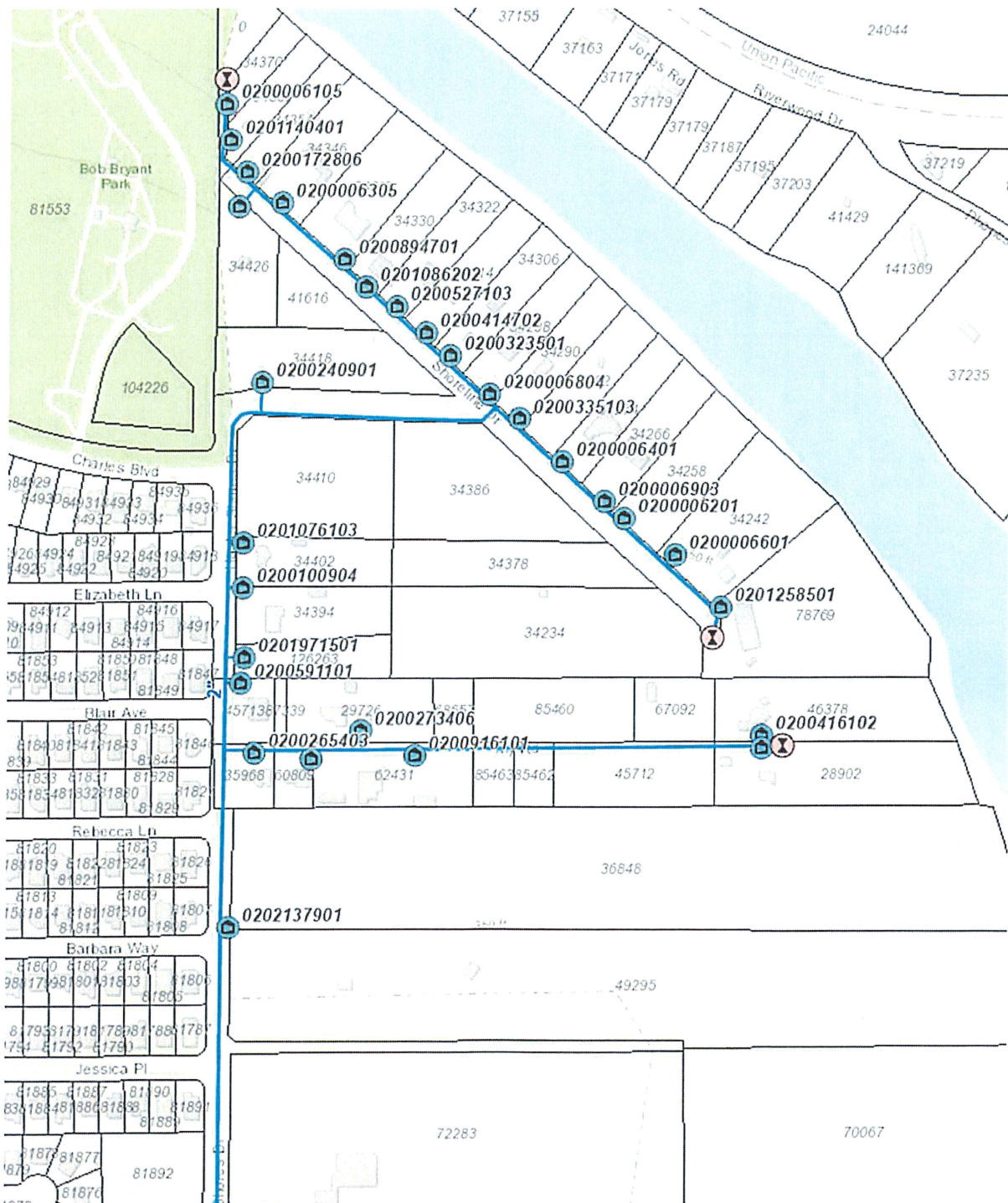
Dave McMurry  
General Manager  
Aqua Water Supply Corporation

Acknowledgement / Agreement:

Trey Job  
Assistant City Manager  
City of Bastrop

Date: 2-10-22

Attachment 1



**EXHIBIT “B”**

**SUPPLEMENTAL LETTER AGREEMENT BETWEEN AQUA AND BASTROP**  
**EXECUTED MAY 23, 2025**

## EXHIBIT B



415 Old Austin Hwy.  
Drawer P  
Bastrop, TX 78602  
512-303-3943  
[www.aquawsc.com](http://www.aquawsc.com)

May 23<sup>rd</sup>, 2025

Sylvia Carrillo-Trevino  
City Manager  
City of Bastrop  
1311 Chestnut Street  
Bastrop, TX 78602

### **Re: Supplemental Agreement Regarding Water Service to Hasler Shores Area**

Dear Mrs. Sylvia Carrillo-Trevino,

This letter serves as a supplemental agreement to the previously executed February 10, 2022 letter agreement between Aqua Water Supply Corporation (Aqua WSC) and the City of Bastrop regarding the permission by Aqua WSC for the City of Bastrop to provide retail water utility service for the area referred to as Hasler Shores, located within Aqua WSC's Certificate of Convenience and Necessity (CCN) and within the City of Bastrop's Extraterritorial Jurisdiction (ETJ).

As per the 2022 agreement, Aqua WSC authorized the City of Bastrop to provide water service to properties in the Hasler Shores area and agreed to work in good faith toward the transfer of retail water CCN rights necessary to formalize that transition.

Since that time, Aqua WSC has agreed to take the following actions at its sole cost:

- Install approximately 1,000 linear feet of 6-inch water line to connect the existing City of Bastrop 8-inch water main on Hassler Shores Drive to the existing 2-inch Aqua WSC water line located along Shoreline Drive.

These improvements are being made in anticipation of the complete transfer of water service responsibilities to the City of Bastrop for the Hasler Shores service area.

In consideration of Aqua WSC's investment in the above-mentioned infrastructure improvements, we respectfully request the following assurances and commitments from the City of Bastrop:

- The City of Bastrop agrees to take over retail water service responsibilities for the Hasler Shores area promptly upon completion of the aforementioned water line improvements.
- Both parties shall coordinate to ensure timely and appropriate notice is provided to all impacted customers regarding the transition of service.

Aqua WSC will install a closed valve at a mutually agreed upon location to isolate its system from the City of Bastrop's water system. The City of Bastrop agrees that this valve shall remain closed unless otherwise agreed in writing by both parties.

Aqua WSC agrees that all water infrastructure north of the closed valve, including the new 6-inch main installed by Aqua WSC and any associated fittings or appurtenances, shall be conveyed to and accepted by the City of Bastrop upon written agreement of Aqua WSC and the City of Bastrop.

If these terms are acceptable, please indicate the City's agreement by signing below and returning a signed copy of this letter to Aqua WSC.

Should you have any questions, please do not hesitate to contact me.

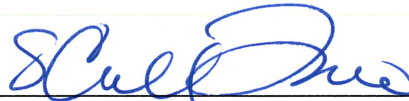
Sincerely,



Dacy Cameron, P.E.  
General Manager  
Aqua WSC

**Acknowledgement and Agreement:**

The City of Bastrop hereby agrees to the terms outlined above.



Sylvia Carrillo-Trevino  
City Manager  
City of Bastrop

Date: 5/10/05

## **EXHIBIT “C”**

### **LIST OF PARCELS SERVED BY AQUA METERS BASED ON BASTROP CENTRAL APPRAISAL DISTRICT RECORDS**

## Hasler Shores Improvement Project

Account #:	Address	Name	Parcel ID
0202137901	163 HASLER SHORES DR	CHARLES RABENBURG	BA_36848
0200265404	103 MY ROAD	CATHERINE MC AVOY	BA_35968
0200855304	105 MY ROAD	JOHN & KAY KEMP	BA_60809
0200273406	114 MY ROAD	SANDRA AND RONALD WHITE	BA_29726
0200916101	113 MY ROAD	RICHARD KESSELUS	BA_62431
0200416102	148 MY ROAD	SANDRA BABCOCK	BA_46378
0200674501	147 MY RD	ROBERT E JENKINS JR	BA_28902
0200591101	181 HASLER SHORES DR	MURIEL BYLER LUEDERS	BA_45713
0201971502	185 HASLER SHORES DR	SHIRLEY BAUGH	BA_126263
0200100904	189 HASLER SHORES DR	ESTATE OF MARILYN KELLAR	BA_34394
0201076103	193 HASLER SHORE DR	JEREMIAH & JUANITA MITCHELL	BA_34402
0200240904	212 HASLER SHORE DR	SETHY & CHANTA HORTH	BA_34418
0200335103	128 SHORELINE DR	JOEL CROUNSE	BA_34290
0200006402	120 SHORELINE DR	ROBERT JOHN HOCK	BA_34274
0200006903	118 SHORELINE DR	ELIZABETH ERHART	BA_34266
0200006202	114 SHORELINE DRIVE	CAROL HAMMEN	BA_34258
0200006602	104 SHORE LINE DRIVE	MAX BARTEE	BA_34242
0201258502	102 SHORELINE DR	RALPH AND JUDY SINGLETON	BA_78769
0200006805	134 SHORELINE DR	SEAN CHRISTOPHER HENSLEY	BA_34298
0200323502	136 SHORELINE DRIVE	MAX BARTEE	BA_34306
0200414704	140 SHORELINE DR	JACQUELYNE GALLAGHER	BA_34314
0200527103	142 SHORELINE DRIVE	ROSA DUNCAN	BA_34322
0201086202	146 SHORELINE DR	CHARLOTTE LAMB	BA_34330
0200894707	154 SHORELINE DRIVE	SIDNEY & CAROL HANSON	BA_34338
0200006305	156 SHORELINE DR	SEAN AND MOLLY HENSLEY	BA_34346
0200179003	155 SHORELINE DR	KHRISTOPHER ROBERTS	BA_34426
0200172806	160 SHORELINE DR	JOE H CRUZ	BA_34354
0201140402	162 SHORELINE DR	DALE IVY	BA_34362
0200006105	164 SHORELINE DR	GARRETT ALCOTT, LC	BA_34370
0203434101	212 HASLER SHORES DR	SETHY & CHANTHA HORTH #2	BA_34418

**EXHIBIT “D”**

**BILL OF SALE/ ASSIGNMENT**

## EXHIBIT D

### BILL OF SALE AND ASSIGNMENT

**Date:** \_\_\_\_\_, \_\_\_\_\_

**Grantor:** AQUA WATER SUPPLY CORPORATION, a nonprofit water supply corporation.

**Grantor's Mailing Address:**

Aqua Water Supply Corporation  
PO Drawer P  
Bastrop, Texas 78602

**Grantee:** CITY OF BASTROP, a home rule city, body politic of the State of Texas

**Grantee's Mailing Address:**

City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

**Consideration:** Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

**Facilities:** See Exhibit "A" attached hereto.

**Intangible Assets:** See Exhibit "B" attached hereto.

**Conveyance:**

Grantor, for the consideration herein expressed, has GRANTED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, and by these presents does hereby GRANT, SELL, ASSIGN, TRANSFER AND SET OVER unto Grantee, its successors and assigns, all of Assignor's now existing and hereafter arising right, title, interest in, to and under the following:

- a) The Facilities as described on Exhibit "A"; and
- b) the Intangible Assets described on Exhibit "B."

**Representations and Warranties:**

Grantor makes the following representations and warranties, to the best of Grantor's knowledge, to Grantee relating to the Facilities and Intangible Assets:

- i. Grantor has the full legal right and authority to make the sale, transfer and assignment herein;
- ii. Grantor has good and marketable title to the Facilities and Intangible Assets;
- iii. The Facilities are being conveyed free and clear of all liens and encumbrances of any kind; and
- iv. The Facilities are located within dedicated easements.

Grantor agrees to hereafter cooperate with Grantee and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

**“As-Is” Conveyance:**

GRANTOR DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE FACILITIES. THE FACILITIES ARE BEING CONVEYED ON AN "AS IS", WHERE IS" AND "WITH ALL FAULTS", AND IT IS UNDERSTOOD AND AGREED THAT GRANTOR MAKES NO WARRANTY REGARDING THE FACILITIES AS TO HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE.

When the context requires, singular nouns and pronouns include the plural.

Executed effective \_\_\_\_\_, 2025.

**GRANTOR:**

**AQUA WATER SUPPLY CORPORATION**, a  
Texas nonprofit water supply corporation

By: \_\_\_\_\_

Name: Dacy Cameron

Title: General Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Dacy Cameron, as General Manager for Aqua Water Supply Corporation, a Texas nonprofit water supply corporation, on behalf of said nonprofit corporation.

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

**GRANTEE:**

**CITY OF BASTROP**, a home rule city, body politic  
of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_       §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_.

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

(SEAL)

## **EXHIBIT D**

### **EXHIBIT A**

#### **DESCRIPTION OF FACILITIES**

All the pipes, pipelines, equipment, improvements, and fixtures and all appurtenances belonging or appertaining thereto utilized to provide water service, including without limitation, all such pipes, pipelines, lift stations, improvements, fixtures and appurtenances owned by Aqua and located within the Hasler Shore service area.

## Exhibit A

### Valves

Asset ID	Asset Group	Asset Type	Size
WSVAL-2325	Controllable Valve	System	2"
WSVAL-2326	Controllable Valve	System	2"
WSVAL-1075	Controllable Valve	System	2"
cv-13934	Controllable Valve	System	2"
cv-16399	Controllable Valve	System	4"
cv-16401	Controllable Valve	Hydrant	6"
cv-16402	Controllable Valve	System	2"
cv-16823	Controllable Valve	System	6"
cv-16824	Controllable Valve	System	2"
cv-16825	Controllable Valve	System	2"
cv-16826	Controllable Valve	System	2"

### Distribution Mains

Asset ID	Length (ft)	Material	Diameter
WM-1274	856.0884464	Polyvinyl Chloride - PVC	2"
WM-1256	1394.446878	Polyvinyl Chloride - PVC	2"
WM-1257	810.35182	Polyvinyl Chloride - PVC	2"
WM-1273	2073.992485	Polyvinyl Chloride - PVC	2"
12628	995.7380172	Polyvinyl Chloride - PVC	2"
12925	867.3908995	Polyvinyl Chloride - PVC	6"
12926	54.43719554	Polyvinyl Chloride - PVC	4"
13005	21.03606366	Polyvinyl Chloride - PVC	6"
13006	21.23014747	Polyvinyl Chloride - PVC	2"
WM-1274	269.4060017	Polyvinyl Chloride - PVC	2"

### Fire Hydrants

Asset ID	Asset Group	Asset Type
fh-2207	Fire Hydrant	Dry Barrel

### Hydrant Service Lines

Asset ID	Length (ft)	Asset Group	Material	Diameter
hs-4162	7.306808315	Hydrant Service	Ductile Iron - DIP	6"
hs-4163	6.681728203	Hydrant Service	Ductile Iron - DIP	6"

## Fittings

Asset ID	Asset Group	Asset Type	Diameter
WF-28570	Fitting	Tap	3/4"
WF-7904	Fitting	Tee	2"
WF-29515	Fitting	Tap	3/4"
WF-7911	Fitting	Tap	3/4"
WF-7917	Fitting	Tap	3/4"
WF-7919	Fitting	Tap	3/4"
WF-7969	Fitting	Tap	3/4"
WF-7912	Fitting	Tap	3/4"
WF-7913	Fitting	Tap	3/4"
WF-7915	Fitting	Tap	3/4"
WF-28579	Fitting	Tap	3/4"
WF-28580	Fitting	Tap	3/4"
WF-28581	Fitting	Tap	3/4"
WF-28567	Fitting	Tap	3/4"
WF-28578	Fitting	Tap	3/4"
WF-28576	Fitting	Tap	3/4"
WF-28571	Fitting	Tap	3/4"
WF-28572	Fitting	Tap	3/4"
WF-28573	Fitting	Tap	3/4"
WF-7916	Fitting	Tap	3/4"
WF-7914	Fitting	Tee	2"
WF-7910	Fitting	Tap	3/4"
WF-7920	Fitting	Tap	3/4"
WF-7968	Fitting	Tap	3/4"
WF-28568	Fitting	Tap	3/4"
WF-28575	Fitting	Tap	3/4"
WF-28577	Fitting	Tap	3/4"
WF-28569	Fitting	Tap	3/4"
WF-7918	Fitting	Tap	3/4"
23247	Fitting	Tap	3/4"
26265	Fitting	End Cap	2"
26266	Fitting	Tee	2"
31414	Fitting	Elbow	6"
31415	Fitting	End Cap	4" x 2"
31416	Fitting	Reducing Tee	6" x 4"
31589	Fitting	Tap	Unknown
32287	Fitting	Reducing Tee	Unknown
32288	Fitting	End Cap	Unknown
32289	Fitting	Tee	2"
32290	Fitting	Elbow	2"
32291	Fitting	Tap	Unknown
32292	Fitting	Reducing Tee	Unknown
32293	Fitting	Reducing Tee	Unknown
32413	Fitting	Elbow	6"
32414	Fitting	Elbow	6"
32415	Fitting	Elbow	6"
32416	Fitting	Elbow	6"

## Residential Service Lines

Asset ID	Length (ft)	Asset Group	Material	Diameter
WL-6356	25.75183587	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6429	9.817898875	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6345	15.72566248	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6346	16.04326737	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6347	18.60056786	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6426	14.1320192	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6427	18.1381596	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23420	17.05560273	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23413	44.90489018	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23414	37.20680073	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23417	34.90801969	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23419	6.17678833	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6401	20.83207224	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23412	21.70034818	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23416	36.67516228	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23421	19.64133701	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23423	18.44465338	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23411	6.603150158	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23425	13.62286489	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6343	14.36659193	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6355	13.60758576	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6428	19.08793013	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-24308	7.995011401	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-6344	13.44683148	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23415	45.18016304	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23422	58.45179188	Residential Service	Polyvinyl Chloride - PVC	3/4"
WL-23424	17.66321557	Residential Service	Polyvinyl Chloride - PVC	3/4"
rs-29388	10.93978959	Residential Service	Polyvinyl Chloride - PVC	3/4"
rs-35958	1.751651788	Residential Service	Polyvinyl Chloride - PVC	3/4"
rs-36458	0.985628843	Residential Service	Polyvinyl Chloride - PVC	3/4"

## Service Connections

Asset ID	Account ID	AMR Barcode	Meter Number	Location ID	Asset Type
WSRV-6343	0200006202	1490380	232386817	114 SHORELINE DRIVE	Residential
WSRV-6336	0200527103	12985221	19088522	142 SHORELINE DRIVE	Residential
WSRV-6353	0200916101	12674735	11378335	113 MY RD	Residential
WSRV-6334	0200323502	716035	11535375	136 SHORELINE DRIVE	Residential
WSRV-6344	0200006602	12522842	11223926	104 SHORE LINE DRIVE	Residential
WSRV-23213	0200674501	12530634	11181934	147 MY RD	Residential
WSRV-20158	0200006105	12780468	11147458	164 SHORELINE DR	Residential
WSRV-6340	0200335103	12774899	11436145	128 SHORELINE DR	Residential
WSRV-6341	0200006402	703017	11534514	120 SHORELINE DR	Residential
WSRV-20146	0200273406	713073	11534421	114 MY RD	Residential
WSRV-20153	0200894707	716355	11534277	154 SHORELINE DRIVE	Residential
WSRV-6354	0200416102	10532292	10674098	148 MY RD	Residential
WSRV-20151	0200240903	12519690	11223666	212 HASLER SHORE DR	Residential
WSRV-20148	0201971502	114009536	252181279	185 HASLER SHORES DR	Residential
WSRV-20149	0200100904	12581615	11268982	189 HASLER SHORES DR	Residential
WSRV-20152	0201086202	9789059	222386783	146 SHORELINE DR	Residential
WSRV-20154	0200006305	12690472	11386978	156 SHORELINE DR	Residential
WSRV-20157	0201140402	1766231	11436225	162 SHORELINE DR	Residential
WSRV-20917	0202137901	12775392	11436229	163 HASLER SHORES DR	Residential
WSRV-20144	0200265404	1674672	242256182	103 MY ROAD	Residential
WSRV-20147	0200591101	12439455	11147680	181 HASLER SHORES DR	Residential
WSRV-6333	0200006805	12461512	11147644	134 SHORELINE DR	Residential
WSRV-6335	0200414704	12520580	11181932	140 SHORELINE DR	Residential
WSRV-6345	0201258502	859489	19933701	102 SHORELINE DR	Residential
WSRV-6342	0200006903	114083299	252193778	118 SHORELINE DR	Residential
WSRV-20155	0200179003	13314493	10793265	155 SHORELINE DR	Residential
WSRV-20150	0201076103	12584389	11268980	193 HASLER SHORE DR	Residential
WSRV-20156	0200172806	9397203	20080449	160 SHORELINE DR	Residential
WSRV-20145	0200855304	12520908	11201342	105 MY ROAD	Residential
sc-26636	0203434101	1771705	242262502	212 HASLER SHORES DR	Residential

## **EXHIBIT B**

### **DESCRIPTION OF INTANGIBLE ASSETS**

1. All third party plans, studies, drawings, specifications, surveys, renderings and other technical descriptions to the extent (but only to the extent) they relate to the Facilities;
2. All contracts for the design and construction of the Facilities;
3. Any and all guaranties, indemnities, and warranties of any contractors, subcontractors, vendors, service contractors and suppliers involved in the construction, development, engineering and surveying associated with the Facilities, including without limitation, all rights and claims with respect thereto relating to quality, defects, and similar matters relating to the Facilities;
4. All service and management contracts relating to the Facilities;
5. All claims, causes of action, bonds, and similar rights to the extent (but only to the extent) they relate to the Facilities;
6. All rights to real property interests relating to the Facilities; and
7. Any other documents and instruments pertaining to the Facilities and any and all other ownership and use rights (intangible or otherwise) relating to the Facilities, and all rights, titles and interests appurtenant in any way to any of the foregoing.

**Exhibit B**

**Description of Non-tangible Assets**

County	Grantor	Grantee	Easement Width	Instrument Date	Recording Information
Bastrop	Marie McLeod, Et Al	Aqua WSC	Ten Foot (10')	05/21/1969	194/615 DR
Bastrop	James E. Manlove, Et Ux	Aqua WSC	Ten Foot (10')	05/28/1969	194/620 DR
Bastrop	James W. Bross, Et Ux	Aqua WSC	Twenty Foot (20')	05/09/1997	850/566 OR
Bastrop	Marilyn Y. Kellar	Aqua WSC	Fifteen Foot (15')	08/10/2010	2014/96 OPR
Bastrop	Charles E. Rabensburg	Aqua WSC	Fifteen Foot (15')	03/13/2016	201603103 OPR
Bastrop	Sethy Horth, Et Ux	Aqua WSC	Fifteen Foot (15')	05/23/2025	202509040 OPR
Bastrop	S.J. Brannon, Et Al	Aqua WSC	Ten Foot (10')	3/27/1970	219/399 DR
Bastrop	Gordon Rosanky, Et Ux	Aqua WSC	Ten Foot (10')	10/28/1969	194/656 DR

**EXHIBIT “E”**

**ASSIGNMENT OF EASEMENTS**

**EXHIBIT E – ASSIGNMENT OF EASEMENTS**

THE STATE OF TEXAS )

) **KNOW ALL MEN BY THESE PRESENTS:**

BASTROP COUNTY )

WHEREAS, AQUA WATER SUPPLY CORPORATION, a Texas nonprofit water supply corporation (“Assignor”) desires to assign to CITY OF BASTROP, a home rule city, body politic of the State of Texas (“Assignee”) those certain easement rights identified on Exhibit “A” attached hereto (collectively, the “Easements”):

WHEREAS, Assignee desires that Assignor assign its rights under the Easements to Assignee, and Assignor desires to assign such rights in accordance with the terms and limitations of this instrument (the “Assignment”).

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor has assigned, transferred and conveyed and by these presents does assign, transfer and convey unto Assignee all of Assignor’s rights, title and interest in and to the Easements free and clear of any liens, security interests and encumbrances.
2. Except as otherwise set forth herein, Assignor disclaims all representations and warranties regarding the Easements of any nature whatsoever, whether express, implied, statutory or otherwise. Assignee accepts the Easements in their present condition, AS IS AND WITH ALL FAULTS, without any representation or warranty of any nature whatsoever, whether express, implied, statutory or otherwise.
3. It is specifically agreed that Assignor shall not be responsible for the discharge and performance of any duties or obligations in connection with the Easements from and after the date hereof.
4. To facilitate execution, this Assignment may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. All executed counterparts of this Assignment will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

**EXHIBIT E – ASSIGNMENT OF EASEMENTS**

SIGNED AND DELIVERED as of the last date of execution below.

**ASSIGNOR:**

**AQUA WATER SUPPLY CORPORATION**, a Texas nonprofit water supply corporation:

By: \_\_\_\_\_

Name: Dacy Cameron

Title: General Manager

STATE OF TEXAS                   §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2025, by Dacy Cameron, as General Manager for Aqua Water Supply Corporation, a Texas nonprofit water supply corporation, on behalf of said nonprofit corporation.

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

**EXHIBIT E – ASSIGNMENT OF EASEMENTS**

**ASSIGNEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE STATE OF TEXAS           §

COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
\_\_\_\_\_ of City of Bastrop, a home rule city, body politic of the State of Texas.

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

(SEAL)

## **EXHIBIT E – ASSIGNMENT OF EASEMENTS**

### **Exhibit “A”**

#### **Easements**

1. All easements and easement rights held by Assignor in connection with access to, and the ownership, operation and use of, to provide water service to the Hasler Shores area are transferred by Assignor to Assignee simultaneously herewith.

**Exhibit A**

**Description of Easements**

County	Grantor	Grantee	Easement Width	Instrument Date	Recording Information
Bastrop	Marie McLeod, Et Al	Aqua WSC	Ten Foot (10')	05/21/1969	194/615 DR
Bastrop	James E. Manlove, Et Ux	Aqua WSC	Ten Foot (10')	05/28/1969	194/620 DR
Bastrop	James W. Bross, Et Ux	Aqua WSC	Twenty Foot (20')	05/09/1997	850/566 OR
Bastrop	Marilyn Y. Kellar	Aqua WSC	Fifteen Foot (15')	08/10/2010	2014/96 OPR
Bastrop	Charles E. Rabensburg	Aqua WSC	Fifteen Foot (15')	03/13/2016	201603103 OPR
Bastrop	Sethy Horth, Et Ux	Aqua WSC	Fifteen Foot (15')	05/23/2025	202509040 OPR
Bastrop	S.J. Brannon, Et Al	Aqua WSC	Ten Foot (10')	3/27/1970	219/399 DR
Bastrop	Gordon Rosanky, Et Ux	Aqua WSC	Ten Foot (10')	10/28/1969	194/656 DR