

**EXHIBIT
A**

**TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE
OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER
AGREEMENT**

This TEXAS WATER CODE SECTION 13.248 - RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA TRANSFER AGREEMENT (this “**Agreement**”) is entered into by and between JONAH WATER SPECIAL UTILITY DISTRICT, (“**Jonah**”) and CITY OF ROUND ROCK (“**Round Rock**”), individually a “**Party**” and collectively, the “**Parties**”.

RECITALS

WHEREAS, Jonah is a special utility district, a political subdivision of the State of Texas, operating under Chapter 65 of the Texas Water Code (“**TWC**”) and the holder of water Certificate of Convenience and Necessity (“**CCN**”) No. 10970 (the “**Jonah CCN**”), authorizing Jonah to provide retail water service to certain areas in Williamson County;

WHEREAS, Round Rock is a home rule municipal corporation and the holder of water CCN No. 11047 (the “**Round Rock CCN**”), authorizing Round Rock to provide retail water service to certain areas in Williamson County;

WHEREAS, the Jonah CCN borders the Round Rock CCN along the northeast area of Round Rock’s Extraterritorial Jurisdiction (“**ETJ**”);

WHEREAS, Round Rock and Jonah find it mutually advantageous to amend their respective CCN service area boundaries by agreement pursuant to Texas Water Code § 13.248, in order to achieve and maintain efficient and affordable retail public water service to their respective customers; and

WHEREAS, pursuant to Texas Water Code § 13.248, contracts between retail public utilities designating areas to be served, when approved by the Public Utility Commission of Texas (“**PUC**”), are valid and enforceable and are incorporated into the appropriate CCNs; and

WHEREAS, Round Rock and Jonah mutually desire to enter into this Agreement setting forth the terms and conditions pursuant to which they will designate areas and customers to be served and to request the PUC to incorporate such designations into their CCNs;

WHEREAS, Round Rock desires to become the sole retail water service provider to the property within the approximately 76-acre area shown on the maps attached as **Exhibit A** and incorporated herein by this reference (the “**Transfer Area**”), and has existing facilities near the Transfer Area;

WHEREAS, Jonah previously provided service to a portion of the Transfer Area, but the connection is no longer active or in service;

WHEREAS, Jonah has an existing 16-inch water line and appurtenances within an easement on the Transfer Area property;

WHEREAS, the existing 16-inch water line, appurtenances, and easement shall remain Jonah's property and remain in place on the Transfer Area property;

WHEREAS, as of the Effective Date, there are no active retail water customers in the Transfer Area;

WHEREAS, the Board of Directors of Jonah Water Special Utility District and the Round Rock City Council each considered and approved this Agreement at meetings conducted in compliance with the Texas Open Meetings Act; and,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties hereto agree as follows:

ARTICLE I **TERMS**

1.1 **Recitals.** The recitals herein set forth above are incorporated into the Agreement for all purposes and are found to be true and correct.

1.2 **Exclusive Agreement.** This Agreement is an exclusive, one-time agreement between Jonah and Round Rock and the intent of the Agreement is to commence the regulatory process to transfer a portion of the Jonah CCN to the Round Rock CCN in order for Round Rock to provide retail water service to future customers in the Transfer Area.

1.3 **Transfer of the Transfer Area.** In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and approval of the Public Utility Commission of Texas (the "PUC"), Jonah hereby agrees to the reduction and modification of the boundaries of the Jonah CCN to transfer the Transfer Area portion of the Jonah CCN shown in **Exhibit A**. In accordance with Section 13.248 of the Texas Water Code, but at all times subject to the terms and conditions of this Agreement and the approval of the PUC, Round Rock hereby agrees to the expansion and modification of the boundaries of the Round Rock CCN to include the Transfer Area shown in **Exhibit A**. Other than the transfer of the Transfer Area from the Jonah CCN to the Round Rock CCN, no other changes to the Jonah CCN or the Round Rock CCN shall result from this Agreement.

1.4 **Consideration.** Jonah and Round Rock agree that no compensation shall be due and owing between Round Rock and Jonah in conjunction with such transfer, since no real or personal property of either party within the Transfer Area is being transferred as part of this Agreement or is being affected by such transfer.

1.5 **Round Rock’s Obligation to Serve.** Upon PUC approval of the transfer of the Transfer Area to the Round Rock CCN, Round Rock shall be responsible for providing retail water service to the Transfer Area under such terms and conditions as are allowed under the Round Rock CCN and any applicable governmental statutes and regulations.

1.6 **No Jonah Obligation to Serve.** Upon PUC approval of the revisions to its CCN boundary removing the Transfer Area from the Jonah CCN, Jonah shall have no obligation to provide retail water service to the Transfer Area.

ARTICLE II
NOTICE

2.1 **Notice.** The Parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (“**Notice**”) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party by: (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) depositing the same with FedEx or another nationally recognized courier service guaranteeing “next day delivery,” addressed to the Party to be notified, or (iv) if an email address is provided in this Section, sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date reflected on the return receipt. Notice given in any other manner shall be effective only if and when received by the Party to be notified as reflected by a written receipt or confirmation. For the purposes of notice, the addresses of the Parties, until changed as provided in **Section 2.2** of this Agreement, shall be as follows:

Jonah: Jonah Water Special Utility District
4050 FM 1660
Hutto, Texas 78634
Attention: Bill Brown, General Manager

With required copy to: John Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Drive, Suite B-130
Austin, Texas 78746
Email: john@carltonlawaustin.com

Round Rock: City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Attention: City Manager

With required copy to:

Stephanie Sandre
City Attorney
Sheets & Crossfield, PLLC
309 East Main Street
Round Rock, TX 78664
Email: stephanie@scrrlaw.com

2.2 **Change of Address for Notice.** A Party may change its address for Notice by giving Notice of such change to the other Party in the same manner as described in **Section 2.1** of this Agreement.

ARTICLE III. MISCELLANEOUS

3.1 **Governing Law.** This Agreement shall be governed, 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 Williamson County, Texas, and it is agreed that any civil action brought to enforce or construe 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 Williamson County, Texas. It is agreed that any administrative law action brought to enforce or construe 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 agency.

3.2 **Severability.** 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.

3.3 **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 in this Agreement is omitted, 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.

3.4 **Limitation of Liability.** In no event shall either Party or any of its respective officers, directors, members, partners, shareholders, employees, agents or affiliates be liable for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type, including lost profits, loss of business opportunity or business interruptions irrespective of whether such damages are reasonably foreseeable or whether such claims arise in contract, tort (including negligence, whether sole, joint, or concurrent or strict liability) or otherwise, arising out of this Agreement.

3.5 **Effect of State and Federal Laws.** Notwithstanding any other provision of this Agreement, the Parties shall comply with all applicable statutes and regulations of the PUC, the United States, and the State of Texas, and any rules implementing such statutes or regulations.

3.6 **Amendment.** This Agreement shall not be amended except by written instrument signed by all Parties to this Agreement.

3.7 **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.

3.8 **Authority for Execution.** Jonah hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and statutes applicable to the district. Round Rock hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the laws, regulations, and ordinances applicable to the city. Copies of such laws for both Jonah and Round Rock are attached hereto under **Exhibit B**, incorporated herein by this reference, consisting of a copy of the meeting agenda and minutes for the meeting during which this Agreement was discussed and affidavits attesting to the date of those meetings.

3.9 **Entire Agreement.** This Agreement and the attached Exhibits, which are incorporated into this Agreement by reference, reflect the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the Parties in the connection herewith.

3.10 **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and which may be transmitted electronically, and all of which together shall be construed as one and the same instrument.

3.11 **Assignment.** This Agreement may not be assigned by any Party, except by the prior written consent of the other Party.

3.12 **Effective Date.** The effective date of this Agreement is the latest date accompanying the signatures below.

IN WITNESS WHEREOF, the Parties approved and executed this Agreement to be effective on the Effective Date.

[Remainder of page left blank. Signature pages to follow]

JONAH:

JONAH WATER SPECIAL UTILITY DISTRICT,
a Special Utility District of the State of Texas

Date: _____

By: _____
William L. Brown
General Manager

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

 This instrument was acknowledged before me the _____ day of _____, 2026, by William L. Brown, General Manager of the Jonah Water Special Utility District, on behalf of the District.

(seal)

Notary Public State of Texas

ROUND ROCK:

CITY OF ROUND ROCK, TEXAS
a Texas Home Rule Municipal Corporation

Attest:

Date: _____

Ann Franklin
City Clerk

By: _____
Craig Morgan
Mayor

Approved as to form:

Stephanie Sandre
City Attorney

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the _____ day of _____, 2026, by Craig Morgan, Mayor of the City of Round Rock, Texas, a home rule Municipal Corporation, on behalf of the City.

(seal)

Notary Public State of Texas

EXHIBIT A
TRANSFER AREA MAPS

(NOTE: May be updated to meet PUC mapping requirements)

EXHIBIT B
PROOF OF NOTICE OF TWC SECTION 13.248 AGREEMENT

Index:

1. Affidavit, Agenda, and Minutes of Board of Directors of Jonah Water Special Utility District
2. Affidavit, Certified Agenda, Resolution, and Minutes of City Council Meeting, City of Round Rock

**AFFIDAVIT OF WILLIAM L. BROWN
(JONAH WATER SPECIAL UTILITY DISTRICT)**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

On this day, William L. Brown appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath, he said:

1. “My name is William L. Brown. I am the General Manager of Jonah Water Special Utility District. I am more than 21 years of age and capable of making this affidavit (“Affidavit”). I have personal knowledge of the facts stated herein, which are true and correct.
2. I am employed as the General Manager of Jonah Water Special Utility District and coordinate on water utility issues directly with my colleagues at the Jonah Water Special Utility District who prepare and post notices of Board of Director Agendas prior to Board of Director meetings in accordance with the Texas Open Meetings Act.
3. I have prepared this affidavit to address Public Utility Commission Rule 24.253(c)(3) in support of Jonah Water Special Utility District’s joint petition with City of Round Rock filed under Section 13.248 of the Texas Water Code requesting approval of the Texas Water Code Section 13.248 – Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement (“CCN Transfer Agreement”), which is effective as of the _____ day of _____, 2026.
4. I am aware of Public Utility Commission Rule 24.253(c)(3) which requires that '[i]f notice was provided in accordance with paragraph (1) or (2) of this subsection, both parties to the contract under this section shall ensure that the following are filed with the commission: an affidavit attesting to the date that notice was provided and copies of the notice that was sent.' Both Parties are complying with paragraph (2) of Rule 24.253(c) by submitting with our petition their respective meeting agendas and meeting minutes, which reflect our respective notices to the public and action taken regarding our above-referenced CCN Transfer Agreement.
5. By this affidavit, I am attesting to the date that the Jonah Water Special Utility District notice was provided and am attaching a copy of that notice-specifically, the Jonah Water Special Utility District’s publicly noticed agenda for its meeting held on the _____ day of _____, 2026, beginning at 12:00 PM as well as the minutes of that meeting showing the action taken to approve the CCN Transfer Agreement. I am personally aware that this notice was timely posted in advance of the meeting, in accordance with the Texas Open Meetings Act.

- 6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible, as necessary. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the Jonah Water Special Utility District to make and/or maintain these types of records, or to incorporate into Jonah Water Special Utility District's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of Jonah Water Special Utility District for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into Jonah Water Special Utility District's records. It is the regular practice of Jonah Water Special Utility District to make, keep or incorporate these types of records in the course of regularly conducted business activity.
- 7. There are no current retail water customers within the CCN Transfer Area.”

By: _____
 William L. Brown, General Manager of Jonah
 Water Special Utility District

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on the _____ day of _____, 2026 by William L. Brown, General Manager of Jonah Water Special Utility District, on behalf of the District.

(seal)

 Notary Public, State of Texas

[INSERT JONAH WATER SPECIAL UTILITY DISTRICT BOARD MEETING MINUTES]

6. This affidavit is also filed in accordance with Texas Rules of Evidence 803(6) and 902(10) to ensure this attached notice/agenda and minutes are helpful to the Administrative Law Judge and admissible, as necessary. These attachments are an exact duplicate of the original records, and are true and correct copies of the notice/agenda and minutes. It is the regular practice of the City of Round Rock to make and/or maintain these types of records, or to incorporate into City of Round Rock's records, at or near the time of each act, event, condition, or opinion set forth in the records, or reasonably sooner thereafter. It is the regular practice of the City of Round Rock for these types of records to be made by, or from information transmitted by, persons with knowledge of the matter set forth in them, or to incorporate those documents into the City of Round Rock's records. It is the regular practice of the City of Round Rock to make, keep or incorporate these types of records in the course of regularly conducted business activity.

7. There are no retail water customers within the CCN Transfer Area.”

By: _____

_____,
 City of Round Rock, Texas

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on the _____ day of _____, 2026 by _____, _____, City of Round Rock, Texas.

(seal)

 Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

I, _____, City Clerk for the City of Round Rock, Texas, am the legal custodian of the City’s files and records. I hereby certify that the attached are true, accurate and complete copies of the City of Round Rock, Texas’ instruments and records as those instruments and records are filed in the official records of the City of Round Rock, Texas, specifically consisting of the certified agenda for the City of Round Rock, Texas City Council meeting held on the _____ day of _____, 2026 beginning at _____ P.M. and the signed and approved minutes of that meeting.

By: _____
Ann Franklin, City Clerk, City of Round Rock, Texas

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was sworn to and acknowledged before me on the ____ day of _____, 2026 by Ann Franklin, City Clerk, City of Round Rock, Texas.

(seal)

Notary Public, State of Texas

[INSERT ROUND ROCK CITY COUNCIL MINUTES OR RESOLUTION]