CONSENT TO LIMITED PURPOSE ASSIGNMENT OF WASTEWATER AGREEMENT

(Jaro North and Jaro South)

THE STATE OF TEXAS §
THE STATE OF TEXAS \$ COUNTY OF GUADALUPE \$
This Consent to Limited Purpose Assignment of Wastewater Agreement (this " <u>Consent</u> ") is executed this day of
RECITALS
A. City and NB Dean 32, LLC (" <u>NB Dean</u> ") entered into that certain "Capital Improvement Agreement for Sanitary Sewer Service" dated effective as of December 2, 2020, as amended by that certain "Amendment to the Capital Improvement Agreement" dated March 11, 2021 (the " <u>Service Agreement</u> ") setting forth the terms and conditions pursuant to which Assignor agreed to construct certain capital improvements to the City's organized wastewater system required for the provision of retail wastewater service to the lands acquired by NB Dean, and the City agreed to reserve capacity in City's wastewater system for the provision of retail wastewater service by City to future customers within such property.
B. The property that is the subject of the Service Agreement (the " <u>Property</u> ") has been annexed into the boundaries of Lone Oak Farm Municipal Utility District (the " <u>District</u> ").
C. NB Dean now desires to assign an interest in the Service Agreement to the District for the limited purpose that the Service Agreement will constitute an agreement between the District and City for purposes of Section 552.014(b) of the Texas Local Government Code, thereby allowing the District to issue its bonds to finance eligible infrastructure costs funded by NB Dean.
D. NB Dean will remain responsible for the performance of all duties and obligations under the Service Agreement.
E. The Service Agreement provides that the rights and obligations of NB Dean under the Service Agreement may not be assigned without the prior written consent of City.
F. City is willing to consent to the limited purpose assignment of an interest in the Service Agreement by NB Dean to the District, contingent upon the terms of this Consent.
Therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, City agrees as follows:
1. <u>Consent of City</u> . City consents to the limited purpose assignment by NB Dean of an interest in the Service Agreement to the District in accordance with the terms and conditions of the Limited Purpose Assignment of an Interest in Capital Improvement Agreement for Sanitary Sewer Service in the form attached as <u>Exhibit "A"</u> hereto.
2. <u>Conditions.</u> In order for the assignment contemplated hereby to be effective, one

fully executed copy of the Limited Purpose Assignment of an Interest in Capital Improvement Agreement for Sanitary Sewer Service must be delivered to City.

Approved and executed to be effective as of the date of execution below.

CITY OF S	SEGUIN:
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Ву:
Printed Name:
Title:
Date:

Exhibit "A"

Form of Limited Purpose Assignment of an Interest in Capital Improvement Agreement for Sanitary Sewer Service and Amendment