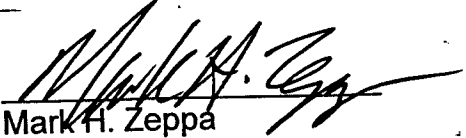


CERTIFICATE OF SERVICE

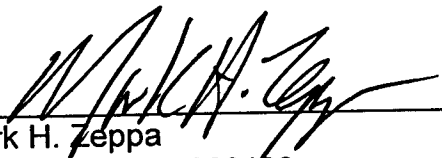
I, Mark H. Zeppa, attorney for DCFWSD #10, certify that true and correct copies of the foregoing pleading were served on the following by hand delivery or first class USPS mail on the 3rd day of June 2003: —

  
Mark H. Zeppa

1. Judge James Norman  
State Office of Administrative Hearings  
P O Box 13025  
Austin, Texas 78711-3025
2. Lara Nehman, Staff Attorney  
Environmental Law Division  
TCEQ  
P O Box 13087, MC 173  
Austin, TD 78711-3087
3. Blas Coy, Jr., Public Interest Counsel  
Office of the OPIC  
TCEQ  
P O Box 13087, MC 103  
Austin, TX 78711-3087
4. Kerry Russell  
Russell, Moorman & Rodriguez, LLP  
102 West Morrow Street, Suite 103  
Georgetown, Texas 78626
5. John Turney  
Attorney at Law  
823 Congress Avenue, Ste. 706  
Austin, TX 78757
6. Drew Watkins  
605 East 7th Street  
Prosper, TX 75078
7. TCEQ Docket Clerk  
Office of the Chief Clerk  
P O Box 13087, MC 105  
Austin, TX 78711-3087

WHEREFORE PREMISES CONSIDERED, Denton County Fresh Water Supply District No. 10 amends its water and sewer CCN application to reduce its requested service area to the three tracts designated the "Development Area" in the attached Exhibit A – Settlement Agreement with the Town of Prosper. Mahard Egg Farm, Inc and Prosper Independent School District should be dismissed as parties to this docket. Docket No. 582-03-2282 should be remanded to the TCEQ for entry of administrative orders of approval.

Respectfully submitted,



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ATTORNEY FOR DENTON COUNTY  
FRESH WATER SUPPLY DISTRICT  
NO. 10

covering many aspects of community life in the "Development Area", the Settlement Area does not require the developers to contribute any property to the PISD for schools within the District's amended service area. The PISD has no property of its own or demonstrated plans to acquire any. [See supporting affidavits from "Development Area" landowners Exhibits B through H] Neither Mahard nor PISD has an affected justiciable interest inside the amended boundaries of the District's requested retail public utility service area. How the District will provide retail public water and sewer utility services to the public for compensation within these new geographic boundaries does not affect either Mahard or PISD. [30 TAC §80.109 and see 30 TAC §§55.203 and 55.256] For these reasons, the District moves that Mahard and PISD be dismissed as parties of interest in this docket.

By execution of its Settlement Agreement - Exhibit A and the District's filing of concurrent motions to withdraw its protest in Prosper's CCN sewer docket and TPDES application [copies attached as Exhibits I and J], the Town of Prosper has indicated its resolution of its protest to this amended application. The District does not believe that the Executive Director opposes the application as amended. The Public Interest Counsel has not participated in this docket. After due consideration of this motion following the lapse of time pursuant to SOAH Rule 155.29(d)(1), the District requests that this docket be remanded to the TCEQ Executive Director for the entry of administrative orders pursuant to 30 TAC §50.137.

Through its settlement with Prosper, the District surrenders its interests in service to the surrounding territory the Town. Any future extensions would only occur at the request and consent of Prosper, not of any intervenor to this docket.

Two intervenors in this docket claimed that they had an affected interest because they either own property in the area originally sought for certification by the District, Mahard Egg Farm, Inc. (Mahard) or that they would be owners of property in the area originally sought for certification by the District, Prosper Independent School District (PISD). The District conceded that original requested certificated service area contained property owned by Mahard adjacent to the now amended service area. [See plats included in Exhibit A] The Mahard property has all now been excluded. The PISD claimed that it would someday construct a school in some unidentified portion of the larger original requested service area although, PISD representative Drew Watkins' articulated concerns were focused solely on development issues in the "Development Area" as defined in Exhibit A. Mr. Watkins never identified any specific property where the PISD would be building a school, particularly any property in what is now identified as the "Development Area."

Neither Mahard nor PISD is an owner of property in the "Development Area". Neither Mahard nor PISD has an option to purchase property in the amended District service area or any other prospect of interjecting themselves as a party of interest into the Settlement Agreement – Exhibit A. Although quite detailed and

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SOAH DOCKET NO. 582-03- 2282

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APPLICATION OF DENTON COUNTY	§	BEFORE THE TEXAS COMMISSION
FRESH WATER SUPPLY DISTRICT	§	FILING CLERK
NO. 10 TO AMEND WATER AND	§	COMMISSION ON
SEWER CCNS IN DENTON COUNTY	§	
(APPLICATION NOS. 34068-C/34069-C)	§	ENVIRONMENTAL QUALITY

**DENTON COUNTY FRESH WATER SUPPLY DISTRICT NO. 10's  
AMENDMENT OF CERTIFICATION APPLICATION AND MOTION TO DISMISS  
INTERVENORS**

COMES NOW, Denton County Fresh Water Supply District No. 10 (the District), pursuant to the attached settlement agreement reached between the District and the Town of Prosper, Texas (Prosper) covering this docket, Prosper's pending sewer CCN application – SOAH Docket No. 582-03-1994 and yet undocketed wastewater discharge permit and water CCN applications of Prosper (said Settlement Agreement hereinafter "Exhibit A"), and files an amendment to the District's water and sewer utility certificated service area request in SOAH Docket No. 582-03- 2282. The District amends its pending water and sewer certification application to reduce its requested service area to those three tracts identified in Exhibit A as the Love Tract, the Jones Tract and the Multi-Family Tract, together referred to in the document as the "Development Area". Ownership of these properties is identified in the preamble to Exhibit A. Huffines Communities, Inc. and its affiliate interests are developing them within the boundaries and/or certificated service area of the District.