

Control Number: 48020



Item Number: 1

Addendum StartPage: 0



48020 4

January 29, 2018

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2018 FEB -5 AM 9:02

Filing Clerk  
Public Utility Commission of Texas  
1701 N Congress Ave.  
Austin, Texas 78701

PUBLIC UTILITY COMMISSION  
FILING CLERK

RE: Request for Agreement to be approved Section 13.248 of the Water Statute

On behalf of the City of Fort Worth, we ask for your consideration and approval of our request to transfer the water Certificate of Convenience and Necessity (CCN) area identified in the attached map from Aqua Texas Inc. (CCN #13201) to the City of Fort Worth (CCN #12311).

On December 13, 2016, the City of Fort Worth and Aqua Texas Inc. entered into a CCN Transfer Agreement to permit the City of Fort Worth to provide water services to the subject area. The area being transferred is in City of Fort Worth ETJ and has no current customers or facilities that will be transferred to the City.

After contacting members of the PUC Staff, they suggested that this case falls within the requirement of Texas Water Code 13.248, which allows for areas under contract for service to be added to a water provider's CCN without going through the normal amendment application or a Sale/Transfer/Merger process. Both the City of Fort Worth and Aqua Texas Inc. agree in moving the transfer area over to the CCN of the City of Fort Worth.

Please find the enclosed attachments required for Section 13.248 approval:

- 1) Executed CCN Transfer Agreement between City of Fort Worth and Aqua Texas Inc.
- 2) Letter from Aqua Texas Inc. stating the whole transfer area is currently certified for them.
- 3) Transfer area map exhibits.
- 4) Transfer area map GIS shapefiles.

We truly appreciate your favorable consideration of this request. If you have any questions related to this request for approval, please let me know.

Respectfully submitted,

Kenneth Morgan  
Director, Water Department, City of Fort Worth  
200 Texas Street, Fort Worth, Texas 76102

CC: Chris Harder, P.E.  
Wendy Chi-Babulal, EMBA, P.E.  
Pratima Poudyal, P.E.  
Christa Lopez-Reynolds, Esq. *ML*



1964 • 1993 • 2011

**WATER DEPARTMENT**  
ENGINEERING AND REGULATORY SERVICES

THE CITY OF FORT WORTH • 1000 THROCKMORTON STREET • FORT WORTH, TEXAS 76102  
817-392-8240 • FAX 817-392-8195

RECEIVED

MAR -2 2017

CITY OF FORT WORTH  
CITY SECRETARY

CITY SECRETARY  
CONTRACT NO.

48652

## WATER AND WASTEWATER UTILITY SERVICES TRANSFER AGREEMENT

This Water and Wastewater Utility Services Transfer Agreement ("Agreement") is entered into by and between Aqua Texas, Inc., a Texas corporation ("Aqua Texas"), the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Johnson, Parker and Wise Counties, Texas (the "City"), Alpha Ranch Fresh Water Supply District of Denton and Wise Counties ("Alpha Ranch District"), South Denton County Water Control and Improvement District No. 1 ("Brookfield District") and North Fort Worth Water Control and Improvement District No. 1 of Denton and Wise Counties ("Shale Creek District") (each, a "Party" and, collectively, the "Parties", with the Alpha Ranch District, Brookfield District and Shale Creek District being sometimes referred to herein, individually, as a "District" and, collectively, as the "Districts").

### RECITALS

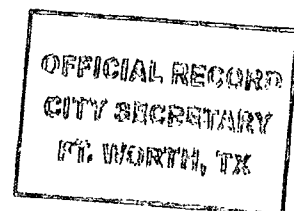
A. The Alpha Ranch District was created as a water control and improvement district pursuant to Article XVI, Section 59, Texas Constitution, and has been converted to a fresh water supply district operating pursuant to Chapters 49, 51 and 53 of the Texas Water Code in Denton and Wise Counties, Texas, consisting of 1,293.736 acres of land (the "Alpha Ranch Property"), shown in Exhibit A and more particularly described in Exhibit A-1 attached hereto and incorporated herein for all purposes, which land is not receiving water or sewer service.

B. CTMGT Alpha Ranch, LLC, owns 171.089 acres of land adjacent to the Alpha Ranch District, shown in Exhibit A and more particularly described in Exhibit A-2 attached hereto and incorporated herein for all purposes, and has submitted a petition to the City seeking consent to annexation of such property by the Alpha Ranch District (the "CTMGT Tract").

C. The Ryan Dynasty Trust owns 12.916 acres of land adjacent to the Alpha Ranch District, shown in Exhibit A and more particularly described in Exhibit A-3 attached hereto and incorporated herein for all purposes, and has submitted a petition to the City seeking consent to annexation of such property by the Alpha Ranch District (the "Ryan Trust Tract").

D. The Brookfield District was created as a water control and improvement district pursuant to Article XVI, Section 59, Texas Constitution, and has been converted to a fresh water supply district operating pursuant to Chapters 49, 51 and 53 of the Texas Water Code in Denton County, Texas, consisting of 231.59 acres of land (the "Brookfield Property") shown in Exhibit B and more particularly described in Exhibit B-1 attached hereto and incorporated herein for all purposes, which land is not receiving water or sewer service.

E. The Shale Creek District is a conservation and reclamation district created and operating pursuant to Article XVI, Section 59, Texas Constitution and Chapters 49 and 51 of the Texas Water Code in Denton and Wise Counties, Texas, consisting of 251.75 acres of land shown in Exhibit C.



F. The "Shale Creek Development" contains approximately 330 acres, consisting of 251.75 acres of land located within the Shale Creek District and approximately 78.608 acres outside the Shale Creek District which have been subdivided as Shale Creek, Phase 1.

G. Approximately 210 acres of land within the Shale Creek District have not been subdivided and are not receiving water or sewer service, consisting of a 158.396-acre tract north of an unnamed tributary, a 25.5-acre tract on Highway 114 and a 25.87 tract on Highway 114 (collectively, the "Shale Creek Property"), as shown on Exhibit C and more particularly described in Exhibit C-1 attached hereto and incorporated herein for all purposes. The remainder of the land within the Shale Creek District has been subdivided as Shale Creek, Phase 2A (15.249 acres), and Phase 2B (26.414 acres), as shown on Exhibit C.

H. Aqua Texas is an investor owned retail water and wastewater utility regulated by the Texas Commission on Environmental Quality ("TCEQ") and the Texas Public Utility Commission ("PUC").

I. Aqua Utilities, Inc. has transferred all of its assets to Aqua Texas, including without limitation all rights to TPDES Permit No. WQ0014263, Certificate of Convenience and Necessity ("CCN") No. 11158, CCN No. 20867, and CCN No. 20453.

J. Aqua Texas holds water CCN No. 11157, authorizing Aqua Texas to provide retail water service to various service areas within Denton and Wise Counties, including all property included in the Shale Creek Development, the Brookfield Property, the CTMGT Tract, and a portion of land in the Alpha Ranch District.

K. All property in the Alpha Ranch District that is not within Aqua Texas' water CCN service area No. 11157 is within the City's water CCN service area.

L. Aqua Texas is currently providing retail water service to customers on 321 lots in Phase 1, 35 lots in Phase 2A and 130 lots in Phase 2B of the Shale Creek Development.

M. Aqua Texas holds sewer CCN No. 20453, authorizing Aqua Texas to provide retail wastewater service to various service areas within Denton and Wise Counties, including the Brookfield Property.

N. Aqua Texas holds sewer CCN No. 20867, authorizing Aqua Texas to provide retail wastewater service to various service areas within Denton and Wise Counties, including all property included in the Shale Creek Development and approximately 160.8963 acres of land in the Alpha Ranch District described in Exhibit A-4, which is sometimes referred to as "Elizabeth Creek".

O. The CTMGT Tract, the Ryan Trust Tract and the remainder of the Alpha Ranch Property are not in a sewer CCN.

P. Aqua Texas is currently providing retail sewer service to Phases 1, 2A and 2B of the Shale Creek Development, utilizing the existing wastewater treatment plant authorized under TCEQ Permit No. WQ14186-001 (the "Shale Creek Wastewater Plant").

Q. Aqua Texas holds TPDES Permit No. WQ0014263-001 authorizing construction and operation of a wastewater treatment plant for the treatment and discharge of treated sewage effluent into or adjacent to Elizabeth Creek traversing a portion of the Alpha Ranch Property (the "Elizabeth Creek Wastewater Discharge Permit").

R. Aqua Texas has reached agreement with the City to transfer to the City Aqua Texas' CCN and contract rights and obligations governing retail water utility service to (i) the Brookfield Property; (ii) all of the Alpha Ranch Property that is not located in the City's water CCN service area; (iii) the CTMGT Tract, provided it is annexed by the Alpha Ranch District; (iv) the Ryan Trust Tract, provided it is annexed by the Alpha Ranch District; and (v) the Shale Creek Property.

S. Aqua Texas has reached agreement with the Brookfield District to transfer to the Brookfield District Aqua Texas' sewer CCN and contract rights and obligations governing retail sewer utility service to the Brookfield Property.

T. Aqua Texas has reached agreement with the Alpha Ranch District to transfer to the Alpha Ranch District the Elizabeth Creek Wastewater Discharge Permit and Aqua Texas' sewer CCN and contract rights and obligations governing retail sewer utility service to approximately 160.8963 acres of the Alpha Ranch Property, the remainder of which property is not contained in a sewer CCN service area.

U. The Brookfield District and the Alpha Ranch District have reached agreement with the City pursuant to that certain Agreement Concerning Sewer Service to Alpha Ranch and Brookfield Developments dated February 17, 2016<sup>7</sup> (City Secretary Contract No. 48655) (the "Sewer Service Agreement") whereby such districts have the option to construct, or cause to be constructed, a wastewater treatment plant as authorized by the Elizabeth Creek Wastewater Discharge Permit (the "Elizabeth Creek Wastewater Treatment Plant").

V. The Brookfield District and the Alpha Ranch District may utilize the Elizabeth Creek Wastewater Treatment Plant to provide retail sewer service within the Brookfield District and the Alpha Ranch District and/or contract with Aqua Texas to provide service within the Brookfield District utilizing the Shale Creek Wastewater Treatment Plant provided, however, the Elizabeth Creek Wastewater Treatment Plant and the Shale Creek Wastewater Treatment Plant may not serve more than 2,500 retail connections within the Brookfield District, the Alpha Ranch District and the Shale Creek Property.

W. The Brookfield District and the Alpha Ranch District shall design and construct, or cause the design and construction of, an off-site sewer main connected to the Fort Worth system in accordance with the Sewer Service Agreement, whereupon the Elizabeth Creek Wastewater Treatment Plant will be taken out of service, the City will become the sewer CCN holder for all land within the Brookfield District and the Alpha Ranch District, and the City will

provide retail sewer service to all current and future customers in the Brookfield District and the Alpha Ranch District, in accordance with the Sewer Service Agreement.

X. As consideration for Aqua Texas' transfer of its water and sewer CCN rights and the Elizabeth Creek Wastewater Discharge Permit, the Districts will pay to Aqua Texas a \$500 CCN Transfer Fee for each lot within (i) the CTMGT Tract described in Exhibit A-2 if the CTMGT Tract is annexed by the Alpha Ranch District; (ii) the Ryan Trust Tract described in Exhibit A-3 if the Ryan Trust Tract is annexed by the Alpha Ranch District; (iii) the Alpha Ranch Property described in Exhibit A-1; (iv) the Brookfield Property described in Exhibit B-1; and (v) the Shale Creek Property described in Exhibit C-1, up to a maximum payment of \$2,000,000.

Y. Aqua Texas will retain its CCN rights governing retail water utility service to Shale Creek Phases 1, 2A and 2B and its CCN rights governing retail sewer utility service to all of the Shale Creek Development for a period of years, in accordance with that certain Agreement Concerning Water and Sewer Service to Shale Creek Development entered into by and between the City, Aqua Texas, and the Shale Creek District dated 4/26/53 (City Secretary Contract No. 48653). February 17, 2017

NOW, THEREFORE, for and in consideration of the premises set forth in the above Recitals, the mutual agreements, covenants, and conditions hereinafter provided, and other good and valuable considerations received, Aqua Texas, the City, the Alpha Ranch District, the Brookfield District and the Shale Creek District contract and agree as follows:

## ARTICLE I TRANSFER OF WATER SERVICE RIGHTS TO THE CITY

1.01 Transfer of Water Service Rights. Subject to the approval of the PUC, the requirements of Texas Water Code, Section 13.301, and the rules of the TCEQ and the PUC adopted thereunder, Aqua Texas shall transfer to the City all of its rights and obligations under water CCN No. 11157 for (a) the Alpha Ranch Property described in Exhibit A-1 that is not already within the City's water CCN service area; (b) the Brookfield Property described in Exhibit B-1; (c) the Shale Creek Property described in Exhibit C-1; (d) if the Alpha Ranch District annexes the CTMGT Tract described in Exhibit A-2, the CTMGT Tract; and (e) if the Alpha Ranch District annexes the Ryan Trust Tract described in Exhibit A-3, the Ryan Trust Tract (collectively, the "Water CCN Transfer Areas").

1.02 Preparation of Transfer Application. The City shall be responsible for preparation, drafting, filing with the PUC, and prosecution of a Sale, Transfer or Merger Application (the "STM Application") pursuant to Texas Water Code Section 13.201 to effectuate transfer to the City of retail water service rights and obligations under water CCN No. 11157 for the Water CCN Transfer Areas. The Districts shall provide to the City, at the Districts' expense, supporting exhibits and information for preparation of the STM Application. The City shall submit the STM Application to the PUC within thirty (30) days after the Districts provide such exhibits and information to the City and shall be responsible for all other fees, costs and expenses associated with the STM Application.

1.03 Cooperation by Aqua Texas. Aqua Texas shall cooperate fully with the City and shall execute any and all such applications or other documents as may be necessary or convenient to transfer to such districts its water service rights for the Water CCN Transfer Areas. After Aqua Texas' water service rights for the Water CCN Transfer Areas are transferred to the City, Aqua Texas all not (a) attempt to acquire, or assist any other person or entity to acquire, any water CCN service rights for the Water CCN Transfer Areas; or (b) challenge, or assist any other person or entity to challenge, the City's water CCN rights for the Water CCN Transfer Areas.

1.04 Aqua Texas Water Service to Portion of Shale Creek Development. The Parties acknowledge that Aqua Texas will retain its water CCN rights governing retail water utility service to Shale Creek Phases 1, 2A and 2B, consisting of 78.608 acres, 15.249 acres and 26.414 acres, respectively, as defined in Recitals F and G, for a period of years, in accordance with that certain Agreement Concerning Water and Sewer Service to Shale Creek Development entered into by and between the City, Aqua Texas, and the Shale Creek District dated ~~February 17, 2017~~ February 17, 2017 (City Secretary Contract No. 48653).

1.05 Retail Water Rates and Fees. Upon transfer of Aqua Texas' water service rights for the Water CCN Transfer Areas to the City and construction of infrastructure and payment of fees in accordance with that certain Water Infrastructure Agreement (City Secretary Contract No. 48654), the City shall provide retail water service to the Property at the City's generally applicable rates charged to comparable classes of customers outside the City's corporate limits.

## **ARTICLE II**

### **TRANSFER OF SEWER SERVICE RIGHTS TO THE ALPHA RANCH DISTRICT AND THE BROOKFIELD DISTRICT**

2.01 Transfer of Sewer Service Rights. Subject to the approval of the Trinity River Authority ("TRA") and the PUC, the requirements of Texas Water Code, Section 13.301, and the rules of the TCEQ and the PUC adopted thereunder, Aqua Texas shall transfer to the Brookfield District all of its rights and obligations under sewer CCN No. 20453 for the Brookfield Property described in Exhibit B-1 and shall transfer to the Alpha Ranch District all of its rights and obligations under sewer CCN No. 20867 for 160.8963 acres of land in the Alpha Ranch District described in Exhibit A-4 (collectively, the "Sewer CCN Transfer Areas"). Further, in the event that it is determined that any other land within the Alpha Ranch District is within a sewer CCN held by Aqua Texas, Aqua Texas shall transfer to the Alpha Ranch District all of its sewer CCN rights to such land.

2.02 Preparation of Brookfield Transfer Application. The Brookfield District shall be responsible for the timing, preparation, drafting, filing and prosecution of Sale, Transfer or Merger Applications at the PUC under Texas Water Code Section 13.301 to effectuate the transfer of retail sewer service rights and obligations under sewer CCN No. 20453 for the Brookfield Property and all fees, costs and expenses associated therewith.

2.03 Preparation of Alpha Ranch Transfer Application. The Alpha Ranch District shall be responsible for the timing, preparation, drafting, filing and prosecution of Sale, Transfer or Merger Applications at the PUC under Texas Water Code Section 13.301 to effectuate the transfer of retail sewer service rights and obligations under sewer CCN No. 20867 for 160.8963 acres of land in the Alpha Ranch District and all fees, costs and expenses associated therewith.

2.04 Cooperation by Aqua Texas. Aqua Texas shall cooperate fully with the Alpha Ranch District and the Brookfield District and shall execute any and all such applications or other documents as may be necessary or convenient to transfer to such districts its sewer service rights for the Sewer CCN Transfer Areas. After Aqua Texas' sewer service rights for the Sewer CCN Transfer Areas are transferred to the Alpha Ranch District and the Brookfield District, Aqua Texas shall not (a) attempt to acquire, or assist any other person or entity to acquire, any sewer CCN service rights for the Sewer CCN Transfer Areas; or (b) challenge, or assist any other person or entity to challenge, the Alpha Ranch District's, Brookfield District's or City's sewer CCN rights for the Sewer CCN Transfer Areas.

2.05 Aqua Texas Sewer Service to Shale Creek Development. The Parties acknowledge that Aqua Texas will retain its sewer CCN rights governing retail sewer utility service to the Shale Creek Development, consisting of 330 acres as defined in Recital F and shown on Exhibit C for a period of years, in accordance with that certain Agreement Concerning Water and Sewer Service to Shale Creek Development entered into by and between the City, Aqua Texas, and the Shale Creek District dated February 17, 2017 (City Secretary Contract No. 48653).

### **ARTICLE III**

#### **TRANSFER OF TPDES PERMIT TO THE ALPHA RANCH DISTRICT**

3.01 Transfer of Elizabeth Creek Wastewater Discharge Permit. Subject to the approval of the TRA and the TCEQ and the requirements of Chapter 26 of the Texas Water Code and the rules of the TCEQ adopted thereunder, Aqua Texas shall transfer the Elizabeth Creek Wastewater Discharge Permit to the Alpha Ranch District.

3.02 Preparation of Transfer Application. The Alpha Ranch District shall be responsible for the timing, preparation, drafting, filing and prosecution of any and all permit amendments and/or permit transfer applications necessary for the transfer of the Elizabeth Creek Wastewater Discharge Permit to the Alpha Ranch District and for all fees, costs and expenses associated therewith. Following such approved transfer, the Alpha Ranch District shall be responsible for any and all report submissions, permit renewals and other filings with the TCEQ associated with the ownership of the Elizabeth Creek Wastewater Discharge Permit.

3.03 Cooperation by Aqua Texas. Aqua Texas shall cooperate fully with the Alpha Ranch District and shall execute any and all such applications and other documents as may be necessary or convenient to the transfer and/or amendment of the Elizabeth Creek Wastewater Discharge Permit.

## **ARTICLE IV** **COMPENSATION**

### **4.01 Collection of Utility Transfer Fee.**

(a) Each District shall collect a fee of \$500 per lot within certain areas defined below (the "Utility Transfer Fee") to compensate Aqua Texas for transfer of the Elizabeth Creek Wastewater Discharge Permit and water and sewer service rights for the Water CCN Transfer Areas and the Sewer CCN Transfer Areas up to a maximum total payment to Aqua Texas of \$2,000,000. The Alpha Ranch District shall collect the Utility Transfer Fee within the Alpha Ranch Property described in Exhibit A-1, and, if the Alpha Ranch District annexes the CTMGT Tract described in Exhibit A-2, within the CTMGT Tract; and, if the Alpha Ranch District annexes the Ryan Trust Tract described in Exhibit A-3, within the Ryan Trust Tract; the Brookfield District shall collect the Utility Transfer Fee within the Brookfield Property described in Exhibit B-1; and the Shale Creek District shall collect the Utility Transfer Fee within the Shale Creek Property described in Exhibit C-1 (the property described in Exhibits A-1, A-2 (if applicable), A-3 (if applicable), B-1 and C-1 being referred to, collectively, as the "Utility Transfer Fee Collection Area").

(b) Each District shall collect the Utility Transfer Fee for all lots contained in each final plat for property in the Utility Transfer Fee Collection Area within such District prior to submittal of the final plat to the City for approval. The Districts shall continue to collect the Utility Transfer Fee until Aqua Texas receives Utility Transfer Fees totaling \$2,000,000 or until final plats are approved for all property within the Utility Transfer Fee Collection Area, whichever occurs first. Each District shall deliver to Aqua Texas the Utility Transfer Fees collected for lots within a final plat, together with a list of addresses for which the Utility Transfer Fee was collected, and shall provide a copy of such payment record and address list to the City and the other Districts. The City will not record a final plat for any portion of the Utility Transfer Fee Collection Area until Aqua Texas provides written verification to the City, with a copy to the Districts, of receipt of Utility Transfer Fees for each lot within such final plat

(c) The City has no obligation to collect Utility Transfer Fees or to pay such fees to Aqua Texas.

**4.02 Limitations on Payment of Utility Transfer Fee.** Aqua Texas acknowledges that the compensation provided by Section 4.01 constitutes just, adequate and reasonable compensation for transfer of the Elizabeth Creek Wastewater Discharge Permit and its water and sewer CCN rights to the Sewer CCN Transfer Areas and the Water CCN Transfer Areas. Aqua Texas waives all claims to any other compensation in connection with the Elizabeth Creek Wastewater Discharge Permit, the Sewer CCN Transfer Areas and the Water CCN Transfer Areas. Aqua Texas acknowledges that the Utility Transfer Fee will be paid to Aqua Texas only when, and if, final plats are submitted to the City from time to time for the properties described in Exhibit A-1, Exhibit B-1 and Exhibit C-1, respectively, and for the CTMGT Tract described in Exhibit A-2 if the Alpha Ranch District annexes such property, and for the Ryan Trust Tract described in Exhibit A-3 if the Alpha Ranch District annexes such property, and there are no guarantees when, or if, the Utility Transfer Fees will be collected or that the maximum amount of Utility Transfer Fees described in Section 4.01 will be paid to Aqua Texas. The Parties agree

that the Utility Transfer Fee will be collected until Aqua Texas receives Utility Transfer Fees totaling \$2,000,000 or until final plats are approved for all property within the Utility Transfer Fee Collection Area, whichever occurs first. Aqua Texas expressly acknowledges that (a) there is no guarantee that Aqua Texas will receive \$2,000,000 in Utility Transfer Fees; and (b) in no event is Aqua Texas entitled to receive Utility Transfer Fees totaling more than \$2,000,000.

## **ARTICLE V** **MISCELLANEOUS**

5.01 **Recitals.** The recitals set out above are true and correct and are adopted as operative provisions hereof.

5.02 **Interpretation.** The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

5.03 **Amendment.** This Agreement may be amended only with the written consent of all Parties and with approval of the governing bodies of the City and the Districts.

5.04 **Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

5.05 **Governing Law and Venue.** **THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS PERFORMABLE IN TARRANT COUNTY, TEXAS AND HEREBY SUBMIT TO THE JURISDICTION OF THE COURTS OF TARRANT COUNTY AND AGREE THAT ANY SUCH COURT SHALL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.**

5.06 **No Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the

Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.07 No Third-Party Beneficiaries. This Agreement inures only to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

5.08 Counterpart Originals. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.09 Additional Documents and Acts. Each Party shall, upon request of any other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

5.10 Notice. Any notices, approvals, or other communications required to be given by one Party to another under this Agreement (a "Notice") shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (a) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (b) when received if the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; or (c) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such changes to the other Parties as provided in this section.

To the City:

City of Fort Worth, Texas  
Attn: City Secretary  
1000 Throckmorton Street  
Fort Worth, Texas 76102

City of Fort Worth, Texas  
Attn: City Manager  
1000 Throckmorton Street  
Fort Worth, Texas 76102

City of Fort Worth, Texas  
Attn: City Attorney  
1000 Throckmorton Street  
Fort Worth, Texas 76102

To Aqua Texas:

Aqua Texas, Inc.  
Attn: Vice President  
1106 Clayton Lane, Ste 400W  
Austin, TX 78723

Aqua Texas, Inc.  
Attn: Chief Legal Officer  
762 West Lancaster Ave.  
Bryn Mawr, PA 19010

To the Brookfield District:

South Denton County Water Control and Improvement District No. 1  
c/o Winstead PC  
Attn: Ross Martin  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

To the Alpha Ranch District:

Alpha Ranch Fresh Water Supply  
District of Denton and Wise Counties  
c/o Winstead PC  
Attn: Ross Martin  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

To the Shale Creek District:

North Fort Worth Water Control and Improvement  
District of Denton and Wise Counties  
c/o Winstead PC  
Attn: Ross Martin  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201

5.11 Binding Effect and Assignment.

(a) This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and assigns.

(b) Neither the Districts nor the City may assign this Agreement, in whole or in part, without the written consent of the other Parties.

(c) Aqua Texas. hereby warrants that it is the successor in interest to all assets, rights and obligations of Aqua Utilities, Inc., including without limitation TPDEs Permit No. WQ0014263, CCN No. 11158, CCN No. 20453 and CCN No. 20867, and has the authority to enter into this Agreement.

(d) Aqua Texas may assign its rights under this Agreement with Notice to, but without the consent of, the other Parties (i) to any subsidiary or affiliate of Aqua Texas (i.e., any entity with respect to which 50% or more of the voting and economic interests are owned by Aqua Texas or its parent) so long as Aqua Texas shall remain liable to the City for any and all liabilities or obligations arising out of this Agreement, or (ii) to any entity acquiring all or substantially all of the assets or common stock of Aqua Texas or its successor. All other assignments of this Agreement by Aqua Texas, in whole or in part, require the prior written consent of the other Parties. Any assignee must assume all obligations of Aqua Texas and any liability that may result from acts or omissions by such assignee under this Agreement that may arise or accrue from and after the effective date of the assignment.

5.12 Breach, Notice and Remedies.

(a) If any Party commits a breach of this Agreement, a non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

(b) The breaching Party shall commence curing such breach within fourteen (14) calendar days after the time the breaching Party receives such Notice and complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such 14-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such 14-day period and diligently completes the cure within a reasonable time without unreasonable cessation of the work.

(c) If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, injunctive relief, and other remedies described in this Agreement; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement and each Party specifically waives any right such Party has or in the future may have to terminate this Agreement. It is understood and agreed that no Party shall seek or recover actual, consequential or any other type of monetary damages or awards, including but not limited to attorney's fees, in the event that any Party brings suit under or related to this Agreement.

5.13 Exhibits. The following exhibits are attached hereto and incorporated herein:

- Exhibit A Map of the Alpha Ranch District
- Exhibit A-1 Legal Description of the Alpha Ranch Property
- Exhibit A-2 Legal Description of the CTMGT Tract
- Exhibit A-3 Legal Description of the Ryan Trust Tract
- Exhibit A-4 Legal Description of 160.8963 Acres of Land in the Alpha Ranch District  
in Aqua Texas Sewer CCN No. 20867
- Exhibit B Map of the Brookfield District
- Exhibit B-1 Legal Description of the Brookfield Property
- Exhibit C Map of the Shale Creek District
- Exhibit C-1 Legal Description of the Shale Creek Property

5.14 Effective Date. This Agreement shall be effective upon execution by all Parties (the "Effective Date").

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

ATTEST:

AQUA TEXAS, INC.

\_\_\_\_\_  
Corporate Secretary

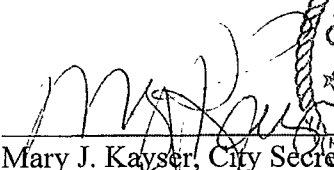
By: 

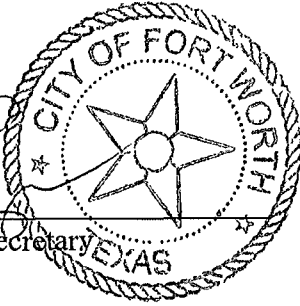
Robert L. Laughman, President

NOE  
DER

ATTEST:

CITY OF FORT WORTH

  
Mary J. Kayser, City Secretary

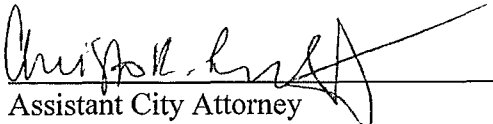


By: 

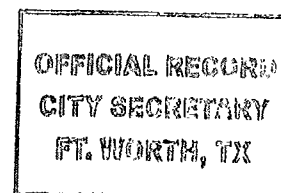
Assistant City Manager

Date: 3-1-17

APPROVED AS TO FORM AND LEGALITY:

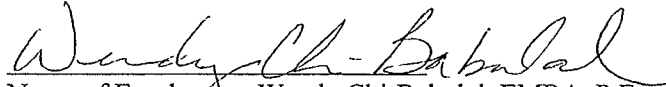
  
Assistant City Attorney

L-15980  
Contract Authorization  
12-13-2016  
Date

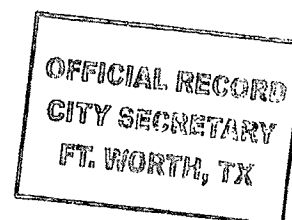


Contract Compliance Manager for the Water and Wastewater Utility Services Transfer Agreement.

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

  
Name of Employee – Wendy Chi-Babulal, EMBA, P.E.

Water Planning/Development Engineering Manager  
Title



**BROOKFIELD FRESH WATER SUPPLY DISTRICT  
NO. 1 OF DENTON COUNTY**

**f/k/a South Denton County Water Control  
and Improvement District No. 1**

By: Andre Achiman

Name: Sondra Achiman  
Vice President, Board of Supervisors

Date: 2-3-17

**ALPHA RANCH FRESH WATER  
SUPPLY DISTRICT  
OF DENTON AND WISE COUNTIES**

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

Name: \_\_\_\_\_  
President, Board of Supervisors

Date: \_\_\_\_\_

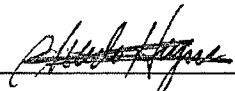
**NORTH FORT WORTH WATER  
CONTROL AND IMPROVEMENT DISTRICT  
OF DENTON AND WISE COUNTIES**

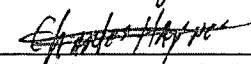
By: \_\_\_\_\_

Name: \_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

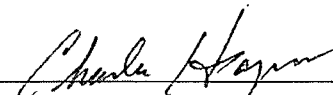
**SOUTH DENTON COUNTY WATER CONTROL  
AND IMPROVEMENT DISTRICT NO. 1**

By: 

Name:   
President, Board of Supervisors

Date: \_\_\_\_\_

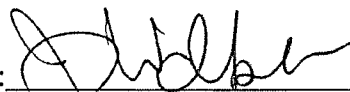
**ALPHA RANCH FRESH WATER  
SUPPLY DISTRICT  
OF DENTON AND WISE COUNTIES**

By: 

Name: Charles Haynes  
President, Board of Supervisors

Date: 1/30/17

**NORTH FORT WORTH WATER  
CONTROL AND IMPROVEMENT DISTRICT  
OF DENTON AND WISE COUNTIES**

By: 

Name: JD WALKER  
President, Board of Directors

Date: 1-30-17

**Exhibit A**  
**Map of the Alpha Ranch District**

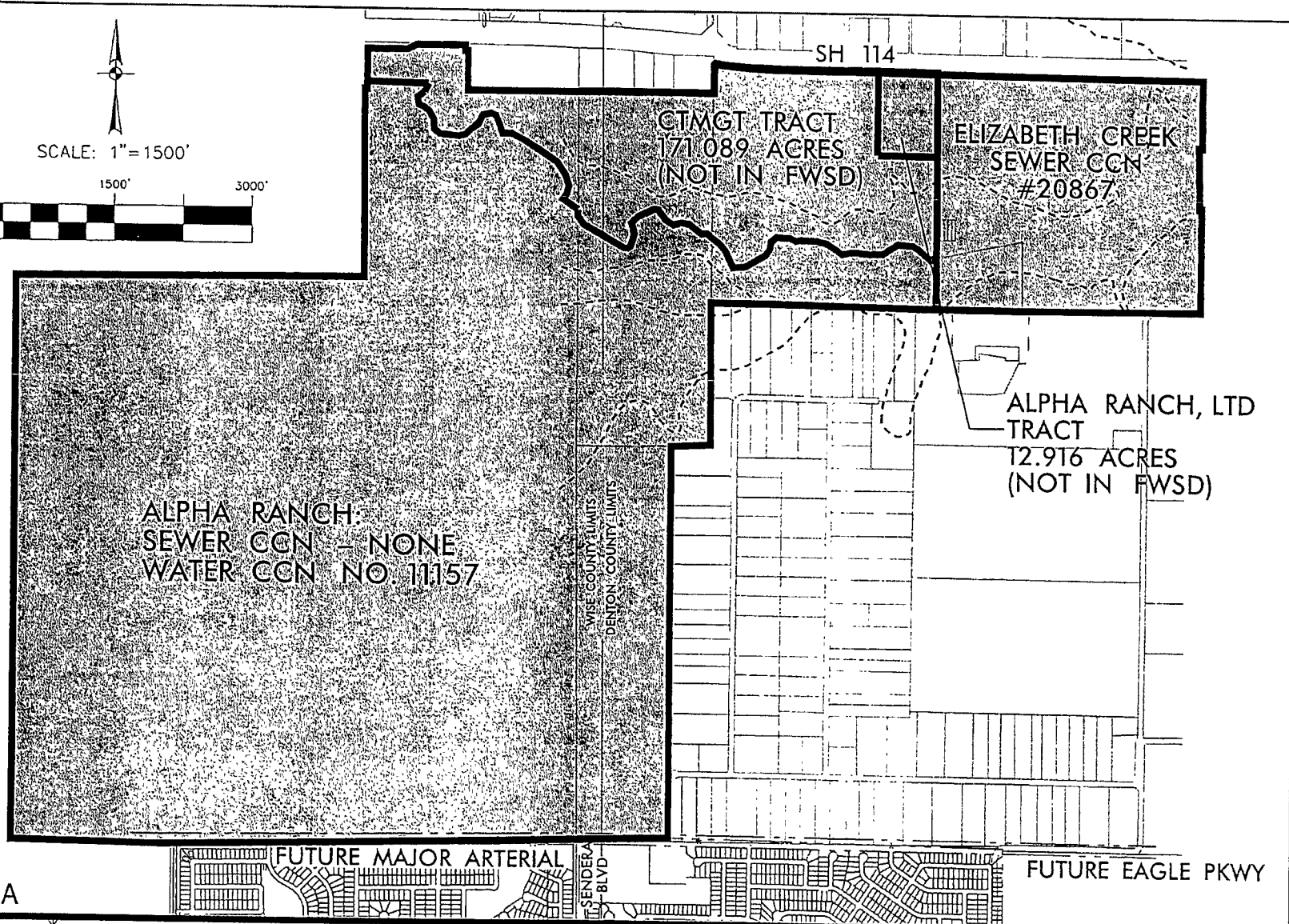
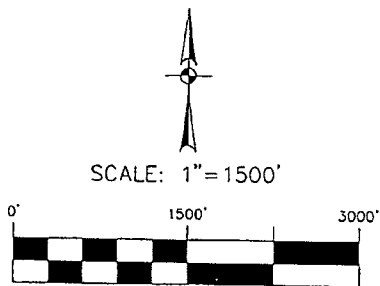


EXHIBIT A

JOB NO. \_\_\_\_\_  
DATE 7-26-16  
DESIGNER \_\_\_\_\_  
CHECKED \_\_\_\_\_ DRAWN \_\_\_\_\_  
SHEET #2

ALPHA RANCH FRESH WATER SUPPLY  
DISTRICT OF  
DENTON AND WISE COUNTIES

**PAPE-DAWSON  
ENGINEERS**

500 WEST SEVENTH ST | FORT WORTH, TEXAS 76102 | PHONE: 817.870.3668  
SUITE 350 | FAX: 817.870.3669  
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM REGISTRATION # 479

**Exhibit A-1**  
**Legal Description of the Alpha Ranch Property**

LEGAL DESCRIPTION  
ALPHA RANCH WATER CONTROL  
& IMPROVEMENT DISTRICT  
OF  
DENTON COUNTY

Being a tract of land situated in the Joshua King Survey, Abstract Number 712, and the Wm. Gaffield Survey, Abstract No. 332, and the Thomas Peoples Survey, Abstract No. 677, in Wise and Denton Counties, Texas, and being a part of that tract of land as described by deed to Alpha Ranch, Ltd. as recorded in Volume 4645, Page 306, Real Property Records, Denton County, Texas, and all of those tracts of land as described by deed to WRR Properties, Inc. Trustee, as recorded in Volume 4009, Page 885, and in County Clerk's Filing Number 2005-30278, Real Property Records, Denton County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a concrete monument found at the most westerly northwest corner of said Alpha Ranch, Ltd. tract, said monument also being in the south line of that tract of land as described by deed to C.E. Griffeth, and wife June Larue Griffeth, as recorded in Volume 215, Page 632, Official Public Records, Wise County, Texas, and the northeast corner of that tract of land as described by deed to Scott Kelly, as recorded in Volume 243, Page 485, Official Public Records, Wise County, Texas;

THENCE S 89°59'42"E, 3748.59 feet with a north line of said Alpha Ranch, Ltd. tract, and the south line of said Griffeth tract, to a 1/4 inch iron rod found;

THENCE N 00°28'54"E, 1983.23 feet with a west line of said Alpha Ranch, Ltd. tract, and the east line of said Griffeth tract, to a 5/8 inch iron rod found with cap stamped "Brookes Baker" at the most northerly northwest corner of said Alpha Ranch, Ltd. tract, and the southwest corner of that tract of land as described by deed to Jerry Lueck, as recorded in Volume 421, Page 617, Official Public Records, Wise County, Texas;

THENCE S 89°15'25"E, 667.97 feet with a north line of said Alpha Ranch, Ltd. tract, and the south line of said Jerry Lueck tract, to a creek;

THENCE with the meanders of said creek the following bearings and distances;

S 21°51'01"W, 83.68 feet;

S 54°40'52"W, 95.59 feet;

S 13°05'56"E, 80.46 feet;

S 65°27'54"E, 68.45 feet;

S 47°26'26"E, 57.80 feet;

S 28°42'02"E, 105.30 feet;

S 02°44'39"E, 94.64 feet;  
S 49°10'47"E, 74.12 feet;  
S 80°53'18"E, 62.38 feet;  
S 84°33'55"E, 146.84 feet;  
N 75°08'57"E, 79.10 feet;  
N 43°10'37"E, 53.91 feet;  
N 54°03'45"E, 125.14 feet;  
N 27°53'11"E, 104.92 feet;  
N 78°18'12"E, 86.64 feet;  
S 66°26'46"E, 57.24 feet;  
S 22°14'56"E, 114.15 feet;  
S 19°17'19"E, 86.09 feet;  
S 88°25'12"E, 106.06 feet;  
S 63°53'12"E, 138.13 feet;  
S 58°26'48"E, 262.05 feet;  
S 55°48'34"E, 171.43 feet;  
S 34°24'01"E, 168.68 feet;  
S 15°58'54"E, 119.44 feet;  
S 14°20'37"W, 84.66 feet;  
S 35°34'29"W, 71.63 feet;  
S 56°01'26"E, 180.83 feet;  
S 35°51'11"E, 126.16 feet;  
S 61°08'49"E, 191.36 feet;

S 59°36'01"E, 145.62 feet;  
S 59°36'23"E, 161.53 feet;  
S 87°18'42"E, 37.12 feet;  
N 52°23'02"E, 39.69 feet;  
N 18°48'42"E, 128.13 feet;  
N 14°13'57"W, 125.63 feet;  
N 45°29'19"E, 91.25 feet;  
N 65°01'21"E, 195.09 feet;  
S 82°22'15"E, 48.54 feet;  
S 35°32'13"E, 124.32 feet;  
S 53°43'54"E, 51.77 feet;  
S 61°05'05"E, 53.73 feet;  
N 63°05'09"E, 60.17 feet;  
S 77°30'20"E, 132.76 feet;  
N 88°33'09"E, 61.58 feet;  
S 44°26'54"E, 102.49 feet;  
S 52°53'09"E, 236.38 feet;  
S 49°06'12"E, 78.57 feet;  
S 23°37'05"E, 66.07 feet;  
S 14°15'04"E, 52.41 feet;  
S 58°48'04"E, 103.79 feet;  
S 78°26'08"E, 61.84 feet;  
N 62°35'56"E, 153.25 feet;

N 62°35'41"E, 118.27 feet;  
N 13°12'33"E, 154.69 feet;  
N 72°48'57"E, 123.51 feet;  
S 86°56'26"E, 55.27 feet;  
S 87°01'11"E, 93.09 feet;  
S 67°47'08"E, 78.26 feet;  
S 85°17'39"E, 140.70 feet;  
S 83°13'51"E, 138.75 feet;  
S 65°06'26"E, 89.00 feet;  
S 54°31'50"E, 56.56 feet;  
S 36°54'37"E, 26.95 feet;  
S 38°40'30"E, 26.17 feet;  
S 76°01'43"E, 30.96 feet;  
N 60°41'45"E, 56.56 feet;  
S 83°38'24"E, 124.76 feet;  
N 88°36'10"E, 184.82 feet;  
N 83°11'10"E, 91.86 feet;  
N 56°57'16"E, 85.59 feet;  
N 58°33'07"E, 95.75 feet;  
S 89°53'42"E, 131.63 feet;  
S 58°13'12"E, 156.99 feet;  
S 31°55'55"E, 63.10 feet;

S 76°44'24"E, 116.80 feet to the east line of said Alpha Ranch, Ltd. tract, and the west line of aforementioned WRR Properties, Inc. Trustee tract, recorded in County Clerk's Filing Number 2005-30278, Real Property Records, Denton County, Texas;

THENCE N 00°33'28"E with the east line of said Alpha Ranch, Ltd. tract, and the west line of said WRR Properties, Inc. Trustee tract, at 7.27 feet passing a 1/2 inch iron rod found for the northwest corner of said WRR Properties, Inc. Trustee tract, and the southwest corner of aforementioned WRR Properties, Inc. Trustee tract, as recorded in Volume 4009, Page 885, Real Property Records, Denton County, Texas, and continuing for a total distance of 2067.95 feet to a 1/2 inch iron rod found at the northwest corner of said WRR Properties, Inc. Trustee tract, and the northeast corner of said Alpha Ranch, Ltd. tract, said iron rod also being in the south right-of-way line of State Highway 114;

THENCE S 88°49'13"E, 2874.69 feet with the north line of said WRR Properties, Inc. Trustee tract, and the south right-of-way line of State Highway 114, to a 1/2 inch iron rod found in John Day Road;

THENCE S 00°53'29"W, 2588.79 feet with the east line of said WRR Properties, Inc. Trustee tract, and with said John Day Road, to a 1/2 inch iron rod found at the southeast corner of said WRR Properties, Inc. Trustee tract;

THENCE N 89°34'52"W, 1936.22 feet with the south line of said WRR Properties, Inc. Trustee tract to a 1/2 inch iron rod found at an ell corner in the south line of said WRR Properties, Inc. Trustee tract, and at the southeast corner of aforementioned WRR Properties, Inc. Trustee tract, recorded in County Clerk's Filing Number 2005-30278, Real Property Records, Denton County, Texas;

THENCE N 89°05'18"W, 923.25 feet with the south line of said WRR Properties, Inc. Trustee tract to a 1/2 inch iron rod found at the southwest corner of said WRR Properties, Inc. Trustee tract, and the southeast corner of said Alpha Ranch, Ltd. tract;

THENCE N 89°31'56"W, 234.61 feet with a south line of said Alpha Ranch, Ltd. tract, to a 3/8 inch iron rod found, at the northeast corner of Songbird Addition, as shown on the plat recorded in Cabinet H, Page 83, Plat Records, Denton County, Texas;

THENCE N 88°35'42"W, 2213.53 feet, continuing with the south line of said Alpha Ranch, Ltd. tract, and the north line of said Songbird Addition, to a 1/2 inch iron rod found at the northwest corner of said Songbird Addition;

THENCE S 00°47'29"W, 1503.31 feet with a east line of said Alpha Ranch, Ltd. tract, and the west line of said Songbird Addition, to a 1/2 inch iron rod found at an ell corner in a east line of said Alpha Ranch, Ltd. tract, and in the north line of Lot 27, said Songbird Addition;

THENCE S 87°50'41"W, 424.43 feet with a north line of said Alpha Ranch, Ltd. tract, and the north line of said Songbird Addition, to a 1/2 inch iron rod found at an ell corner in a east line of said Alpha Ranch, Ltd. tract, and at the northwest corner of Lot 27, said Songbird Addition;

THENCE S 00°49'40"W, 4162.81 feet with a east line of said Alpha Ranch, Ltd. tract, and the west line of said Songbird Addition, to a 1 inch iron rod found at the southeast corner of said Alpha Ranch, Ltd. tract, and the southwest corner of Lot 16B, said Songbird Addition, said iron rod also being in the north line of that tract of land as described by deed to One SR, L.P., and recorded in Volume 5053, Page 2347, Real Property Records, Denton County, Texas;

THENCE S 89°12'37"W, 1051.46 feet with the south line of said Alpha Ranch, Ltd. tract, and the north line of said One SR, L.P. tract to a ½ inch pipe found;

THENCE S 89°21'53"W, 4344.26 feet continuing with the south line of said Alpha Ranch, Ltd. tract, and the north line of said One SR, L.P. tract, to a ½ inch pipe found at the northwest corner of said One SR, L.P. tract, and the northeast corner of that tract of land as described by deed to Mary Jane Bennett, as recorded in Volume 911, Page 436, Official Public Records, Wise County, Texas;

THENCE N 88°35'15"W, 1649.29 feet continuing with the south line of said Alpha Ranch, Ltd. tract, and the north line of said Mary Jane Bennett tract, to a ½ inch iron rod found at the southwest corner of said Alpha Ranch, Ltd. tract, and at the northwest corner of said Mary Jane Bennett tract, said iron rod also being in the east line of that tract of land as described by deed to Blanche Hutcherson Day, as recorded in Volume 127, Page 184, Official Public Records, Wise County, Texas;

THENCE N 00°39'40"E, 4658.03 feet with the west line of said Alpha Ranch, Ltd. tract, and the east line of said Blanche Hutcherson Day tract to a concrete monument found, said concrete monument found also being the southeast corner of the aforementioned Scott Kelly tract;

THENCE N 00°30'57"E, 1320.68 feet continuing with the west line of said Alpha Ranch, Ltd. tract, and the east line of said Scott Kelly tract to the POINT OF BEGINNING and containing 56,355,131 square feet or 1293.736 acres of land more or less.

**Exhibit A-2**  
**Legal Description of the CTMGT Tract**

DON W. HICKEY, RPLS, LSLs  
ALAN W. HICKEY, RPLS  
GAREY W. GILLEY, RPLS, LSLs  
CONSULTANT

ESTABLISHED 1880  
**BROOKES BAKER SURVEYORS**  
A PROFESSIONAL CORPORATION  
TITLE AND TOPOGRAPHIC SURVEYING  
930 Hickey Court  
Granbury, Texas 76049  
817-279-0232  
Fax 817-279-9694

BROOKES BAKER (1902-1955)  
JOHN F. BAKER (1924-1985)  
S.J. BAKER (1927-1999)  
FRED M. MORRIS (1936-1999)

January 10, 2012

Page 1 of 7

Field notes for:

Parts of the JOSHUA KING SURVEY, Abstract No. 712, the THOMAS PEOPLES SURVEY, Abstract No. 677 and the WILLIAM WALLACE SURVEY, Abstract No. 1434 situated in Wise and Denton Counties, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and a portion of the 15 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 982, page 770 of the Official Records of Wise County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 ( 1993 ). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8" capped irons set called for in this description are marked ( BROOKES BAKER SURVEYORS ).

Commencing at a 1/2" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 1005-27/100 feet to a 5/8" capped iron set for the most easterly northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1061-43 /100 feet to a 5/8" capped iron recovered on the bank of a creek.

Thence northwesterly, along the bank of said creek, the following:

north 77 degrees-17 minutes-05 seconds west 116-40/100 feet to a 5/8" capped iron recovered;  
north 32 degrees-28 minutes-35 seconds west 63-11 /100 feet to a 5/8" capped iron recovered;  
north 58 degrees-45 minutes-52 seconds west 157-02 /100 feet to a 5/8" capped iron recovered;  
south 89 degrees-33 minutes-37 seconds west 131-65 /100 feet to a 5/8" capped iron recovered;  
south 57 degrees-15 minutes-12 seconds west 181-36 /100 feet to a 5/8" capped iron recovered;

January 10, 2012

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Field notes for:

south 82 degrees-38 minutes-29 seconds west 91-87 /100 feet to a 5/8" capped iron recovered;  
south 88 degrees-03 minutes-29 seconds west 184-85 /100 feet to a 5/8" capped iron recovered;  
north 84 degrees-11 minutes-04 seconds west 124-78 /100 feet to a 5/8" capped iron recovered;  
south 60 degrees-09 minutes-04 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;  
north 76 degrees-34 minutes-24 seconds west 30-97 /100 feet to a 5/8" capped iron recovered;  
north 38 degrees-19 minutes-29 seconds west 53-12 /100 feet to a 5/8" capped iron recovered;  
north 55 degrees-04 minutes-31 seconds west 56-57 /100 feet to a 5/8" capped iron recovered;  
north 65 degrees-39 minutes-07 seconds west 89-01 /100 feet to a 5/8" capped iron recovered;  
north 83 degrees-46 minutes-32 seconds west 138-77 /100 feet to a 5/8" capped iron recovered;  
north 85 degrees-50 minutes-20 seconds west 140-73 /100 feet to a 5/8" capped iron recovered;  
north 68 degrees-19 minutes-49 seconds west 78-27 /100 feet to a 5/8" capped iron recovered;  
north 87 degrees-33 minutes-52 seconds west 93-10 /100 feet to a 5/8" capped iron recovered;  
north 87 degrees-29 minutes-07 seconds west 55-28 /100 feet to a 5/8" capped iron recovered;  
south 72 degrees-16 minutes-16 seconds west 123-53 /100 feet to a 5/8" capped iron recovered;  
south 12 degrees-39 minutes-52 seconds west 154-72 /100 feet to a 5/8" capped iron recovered;  
south 62 degrees-03 minutes-00 seconds west 118-29 /100 feet to a 5/8" capped iron recovered;  
south 62 degrees-03 minutes-15 seconds west 153-28 /100 feet to a 5/8" capped iron recovered;  
north 78 degrees-58 minutes-48 seconds west 61-85 /100 feet to a 5/8" capped iron recovered;  
north 59 degrees-20 minutes-46 seconds west 103-81 /100 feet to a 5/8" capped iron recovered;

January 10, 2012

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Field notes for:

north 14 degrees-47 minutes-46 seconds west 52-42 /100 feet to a 5/8" capped iron recovered;  
north 24 degrees-09 minutes-46 seconds west 66-08 /100 feet to a 5/8" capped iron recovered;  
north 49 degrees-38 minutes-53 seconds west 78-58 /100 feet to a 5/8" capped iron recovered;  
north 53 degrees-25 minutes-50 seconds west 236-42 /100 feet to a 5/8" capped iron recovered;  
north 44 degrees-59 minutes-34 seconds west 102-51 /100 feet to a 5/8" capped iron recovered;  
south 88 degrees-00 minutes-28 seconds west 61-59 /100 feet to a 5/8" capped iron recovered;  
north 78 degrees-03 minutes-01 seconds west 132-78 /100 feet to a 5/8" capped iron recovered;  
south 62 degrees-32 minutes-28 seconds west 60-18 /100 feet to a 5/8" capped iron recovered;  
north 61 degrees-37 minutes-46 seconds west 53-74 /100 feet to a 5/8" capped iron recovered;  
north 54 degrees-16 minutes-34 seconds west 51-78 /100 feet to a 5/8" capped iron recovered;  
north 36 degrees-04 minutes-54 seconds west 124-34 /100 feet to a 5/8" capped iron recovered;  
north 82 degrees-54 minutes-56 seconds west 48-55 /100 feet to a 5/8" capped iron recovered;  
south 64 degrees-28 minutes-40 seconds west 195-13 /100 feet to a 5/8" capped iron recovered;  
south 44 degrees-56 minutes-38 seconds west 91-27 /100 feet to a 5/8" capped iron recovered;  
south 14 degrees-46 minutes-38 seconds east 125-65 /100 feet to a 5/8" capped iron recovered;  
south 18 degrees-16 minutes-01 seconds west 128-15 /100 feet to a 5/8" capped iron recovered;  
south 51 degrees-50 minutes-20 seconds west 39-69 /100 feet to a 5/8" capped iron recovered;  
north 87 degrees-51 minutes-24 seconds west 37-13 /100 feet to a 5/8" capped iron recovered;  
north 60 degrees-08 minutes-53 seconds west 307-20 /100 feet to a 5/8" capped iron recovered;

January 10, 2012  
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Field notes for:

north 61 degrees-41 minutes-31 seconds west 191-39 /100 feet to a 5/8" capped iron recovered;  
north 36 degrees-23 minutes-52 seconds west 126-18 /100 feet to a 5/8" capped iron recovered;  
north 56 degrees-34 minutes-07 seconds west 180-86 /100 feet to a 5/8" capped iron recovered;  
north 35 degrees-01 minutes-48 seconds east 71-64 /100 feet to a 5/8" capped iron recovered;  
north 13 degrees-47 minutes-56 seconds east 84-67 /100 feet to a 5/8" capped iron recovered;  
north 16 degrees-31 minutes-35 seconds west 119-46 /100 feet to a 5/8" capped iron recovered;  
north 34 degrees-56 minutes-42 seconds west 168-71 /100 feet to a 5/8" capped iron recovered;  
north 56 degrees-21 minutes-14 seconds west 171-46 /100 feet to a 5/8" capped iron recovered;  
north 62 degrees-13 minutes-54 seconds west 182-24 /100 feet to a 5/8" capped iron recovered;  
north 51 degrees-40 minutes-08 seconds west 80-81 /100 feet to a 5/8" capped iron recovered;  
north 64 degrees-25 minutes-53 seconds west 138-15 /100 feet to a 5/8" capped iron recovered;  
north 88 degrees-57 minutes-53 seconds west 106-08 /100 feet to a 5/8" capped iron recovered;  
north 19 degrees-50 minutes-00 seconds west 86-11 /100 feet to a 5/8" capped iron recovered;  
north 22 degrees-47 minutes-37 seconds west 114-17 /100 feet to a 5/8" capped iron recovered;  
north 66 degrees-59 minutes-27 seconds west 57-25 /100 feet to a 5/8" capped iron recovered;  
south 77 degrees-45 minutes-30 seconds west 86-66 /100 feet to a 5/8" capped iron recovered;  
south 27 degrees-20 minutes-31 seconds west 104-93 /100 feet to a 5/8" capped iron recovered;  
south 53 degrees-31 minutes-04 seconds west 125-16 /100 feet to a 5/8" capped iron recovered;  
south 42 degrees-37 minutes-56 seconds west 53-92 /100 feet to a 5/8" capped iron recovered;

January 10, 2012

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Field notes for: ( continued )

south 74 degrees-36 minutes-16 seconds west 79-11 /100 feet to a 5/8" capped iron recovered;  
north 85 degrees-06 minutes-36 seconds west 146-87 /100 feet to a 5/8" capped iron recovered;  
north 81 degrees-25 minutes-58 seconds west 62-39 /100 feet to a 5/8" capped iron recovered;  
north 49 degrees-43 minutes-28 seconds west 74-13 /100 feet to a 5/8" capped iron recovered;  
north 03 degrees-17 minutes-20 seconds west 94-66 /100 feet to a 5/8" capped iron recovered;  
north 29 degrees-14 minutes-43 seconds west 105-31 /100 feet to a 5/8" capped iron recovered;  
north 47 degrees-59 minutes-08 seconds west 57-81 /100 feet to a 5/8" capped iron recovered;  
north 66 degrees-00 minutes-35 seconds west 68-47 /100 feet to a 5/8" capped iron recovered;  
north 13 degrees-38 minutes-37 seconds west 80-48 /100 feet to a 5/8" capped iron recovered;  
north 54 degrees-08 minutes-11 seconds east 95-61 /100 feet to a 5/8" capped iron recovered;  
north 21 degrees-18 minutes-20 seconds east 83-70 /100 feet to a 5/8" capped iron recovered in a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract.

Thence north 89 degrees-55 minutes-17 seconds west, along a north line of said 1302-325/1000 acres tract and the south line of said 15 acres tract, 639-88 /100 feet to a 5/8" capped iron recovered for the southwest corner of said 15 acres tract.

Thence north 00 degrees-31 minutes-25 seconds east, along the west line of said 15 acres tract, 425-22 /100 feet to a 5/8" capped iron recovered for the southwest corner of the 3-662/1000 acres tract described in the deed to the State of Texas recorded in volume 762, page 593 of the said Real Records of Wise County, Texas.

January 10, 2012  
Page 6 of 7

Field notes for: ( continued )

Thence northeasterly, along the south line of said 3-662/1000 acres tract, the following:

north 89 degrees-48 minutes-08 seconds east 427-53 /100 feet to a 5/8" capped iron recovered;  
north 63 degrees-14 minutes-14 seconds east 111-78 /100 feet to a 5/8" capped iron recovered;  
north 89 degrees-48 minutes-48 seconds east 520-15 /100 feet to a 5/8" iron found for the northwest corner of the 30 feet by 60 feet save and except tract described in the deed to Roy L. Ryan recorded in Document No. WD 278795 of the said Real Records Wise County, Texas.

Thence south 00 degrees-10 minutes-11 seconds west, along the west line of said save and except tract, 59-97 /100 feet to a 5/8" iron found.

Thence north 89 degrees-44 minutes-09 seconds east, along the south line of said save and except tract, 30-00 /100 feet to a 5/8" iron found in the east line of said 15 acres tract.

Thence south 00 degrees-12 minutes-58 seconds west, along the east line of said 15 acres tract, 420-36 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 15 acres tract in a north line of said 1302-325/1000 acres tract.

Thence south 89 degrees-55 minutes-18 seconds east, along a north line of said 1302-325/1000 acres tract, 2661-82 /100 feet to a 5/8" capped iron recovered for a re-entrant corner of said 1302-325/1000 acres tract.

Thence north 00 degrees-45 minutes-34 seconds east, along a west line of said 1302-325/1000 acres tract, 301-75 /100 feet to a 5/8" capped iron set for the southwest corner of the said 7-4671/10000 acres tract at the beginning of a curve to the left having a radius of 5849-58/100 feet.

Thence southeasterly, along the south line of said 7-4671/10000 acres tract, the following:

along said curve to the left an arc length of 767-69/100 feet to a 5/8" aluminum capped iron found at its end. The long chord of said 767-69/100 feet arc is south 85 degrees-42 minutes-53 seconds east 767-14/100 feet;

south 89 degrees-28 minutes-27 seconds east 1000-10/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-00 minutes-47 seconds west 865-60 /100 feet to a 5/8" capped iron set.

January 10, 2012  
Page 7 of 7

Field notes for: ( continued )

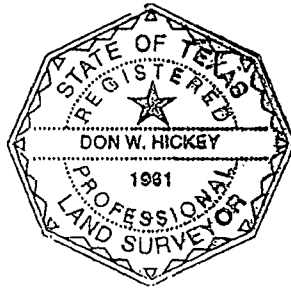
Thence south 89 degrees-28 minutes-19 seconds east 650-00 /100 feet to the place of beginning and containing 171-089/1000 acres of which 90-600/1000 acres lies within said Joshua King Survey, 69-251/1000 acres lies within said Thomas Peoples Survey and 11-238/1000 acres lies within said William Wilson Survey of said 171-089/1000 acres 143-005/1000 acres lies within said Denton County and 28-084/1000 acres lies within said Wise County.

Surveyed on the ground December, 2011.

**BROOKES BAKER SURVEYORS**

*Don W. Hickey*

Don W. Hickey



**Exhibit A-3**  
**Legal Description of the Ryan Trust Tract**

Part of the JOSHUA KING SURVEY, Abstract No. 712 situated in Denton County, Texas; embracing a portion of the 1302-325/1000 acres tract described in the deed to Alpha Ranch, Ltd. recorded in volume 4645, page 306 of the Real Records of Denton County, Texas and described by metes and bounds as follows:

The basis for bearings is the Texas Coordinate System North Central Zone NAD 83 (1993). The lengths shown hereon are horizontal ground lengths. To convert horizontal ground lengths to grid lengths multiply by 0.999834271. All 5/8' capped irons set called for in this description are marked (BROOKES BAKER SURVEYORS).

Commencing at a ½" iron found for the northeast corner of said 1302-325/1000 acres tract and for the northeast corner of the 7-4671/10000 acres tract described in the deed to the State of Texas recorded in Document No. 2009-94264 of the said Real Records and run, along the east line of said 1302-325/1000 acres tract south 00 degrees-00 minutes-47 seconds west 139-64/100 feet to a 5/8" capped iron set for the northeast and beginning corner of the tract being described.

Thence south 00 degrees-00 minutes-47 seconds west, continuing along the east line of said 1302-325/1000 acres tract, 1865-63 /100 feet to a 5/8" capped iron set.

Thence north 89 degrees-28 minutes-19 seconds west 650-00/100 feet to a 5/8" capped iron set.

Thence north 00 degrees-00 minutes-47 seconds east 865-60/100 feet to a 5/8" capped iron set in the south line of said 7-4671/10000 acres tract.

Thence south 89 degrees-28 minutes-27 seconds east, along the south line of said 7-4671/10000 acres tract, 650-00/100 feet to the place of beginning and containing 12-916/1000 acres.

**Exhibit A-4**  
**Legal description of 160.8963 acres of land in the Alpha Ranch District**  
**in Aqua Texas Sewer CCN No. 20867**

TRACT 1:

Being a tract or parcel of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, being part of 161.97 acres conveyed by Nevada Brower, a widow to Milton A. Atkinson and wife, Helen Gwen Atkinson as recorded in Volume 734, Page 754, Deed Records, Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of said 161.97 acres in the center of State Highway 114;

THENCE South 00 degrees 45 minutes 44 seconds West, 50.00 feet to a 1/2 inch iron rod found and the point of beginning, same being in the South right of way line of State Highway No. 114 and in the East line of an asphalt road;

THENCE South 00 degrees 45 minutes 44 seconds West, a distance of 2588.75 feet with said gravel road to a 1/2 inch iron rod found for corner;

THENCE North 89 degrees 43 minutes 12 seconds West, a distance of 1936.57 feet partially along the North right of way of a gravel road to a 3/8 inch iron rod found for corner;

THENCE North 00 degrees 39 minutes 22 seconds East, a distance of 735.40 feet to a post found for corner;

THENCE South 79 degrees 56 minutes 20 seconds West, a distance of 941.47 feet to a 1/2 inch iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 2061.11 feet to a post found for corner in the South right of way line of State Highway No. 114;

THENCE South 88 degrees 56 minutes 45 seconds East, a distance of 2874.63 feet along said South right of way line to the Point of Beginning and containing 6,875,822.13 square feet or 157.847 acres of land, more or less.

SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Steve Babcock, by Special Warranty Deed dated February 22, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65393, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Ben Burnside, by Special Warranty Deed dated March 1, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65394, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Elizabeth Garth, by Special Warranty Deed dated March 20, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65395, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Mary Reyes, by Special Warranty Deed dated April 12, 2007, filed June 16, 2008, recorded under Instrument No. 2008-65397, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 9.2389 acre tract of land conveyed to the State of Texas, by Deed dated August 7, 2009, filed August 20, 2009, recorded under Instrument No. 2009-100971, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.420 acre tract of land conveyed to Denton County, Texas, by Special Warranty Deed dated September 2, 2010, filed October 26, 2010, recorded under Instrument No. 2010-107112, of the Real Property Records of Denton County, Texas.

FURTHER SAVE AND EXCEPT a 0.202 acre tract of land conveyed to Issac Lemme, by Special Warranty Deed dated May 25, 2011, filed August 5, 2011, recorded under Instrument No. 2011-73054, of the Real Property Records of Denton County, Texas.

#### TRACT 2:

BEING a tract of land situated in the JOSHUA KING SURVEY, ABSTRACT NO. 712, Denton County, Texas, and being a part of a tract of land conveyed to Sharon Ann McCulloch-Wells, as recorded in Volume 4009, Page 240 of the Deed Records of Denton County, Texas and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Milton A. Atkinson by deed recorded in Volume 734, Page 754 of the Deed Records, Denton County, Texas and being in the center of State Highway 114, Thence South 00 degrees 45 minutes 44 seconds West, a distance of 2,638.75 feet. Thence North 89 degrees 43 minutes 12 seconds West, a distance of 1,936.57 feet to an 3/8 inch iron rod found for corner, said point being the Northerly Southeast corner of said McCulloch-Wells tract;

THENCE North 89 degrees 11 minutes 39 seconds West, along the Northerly South line of said McCulloch tract, a distance of 922.83 feet to an 1/2 iron rod set for corner;

THENCE North 00 degrees 25 minutes 42 seconds East, a distance of 557.91 feet to an 1/2 inch iron rod found for corner;

THENCE North 79 degrees 56 minutes 20 seconds East, a distance of 941.47 feet to a fence post for corner;

THENCE South 00 degrees 39 minutes 22 seconds West, a distance of 735.40 feet to the POINT OF BEGINNING and containing 13.7182 acres or 597,563.3936 square feet of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

**Exhibit B**  
**Map of the Brookfield District**

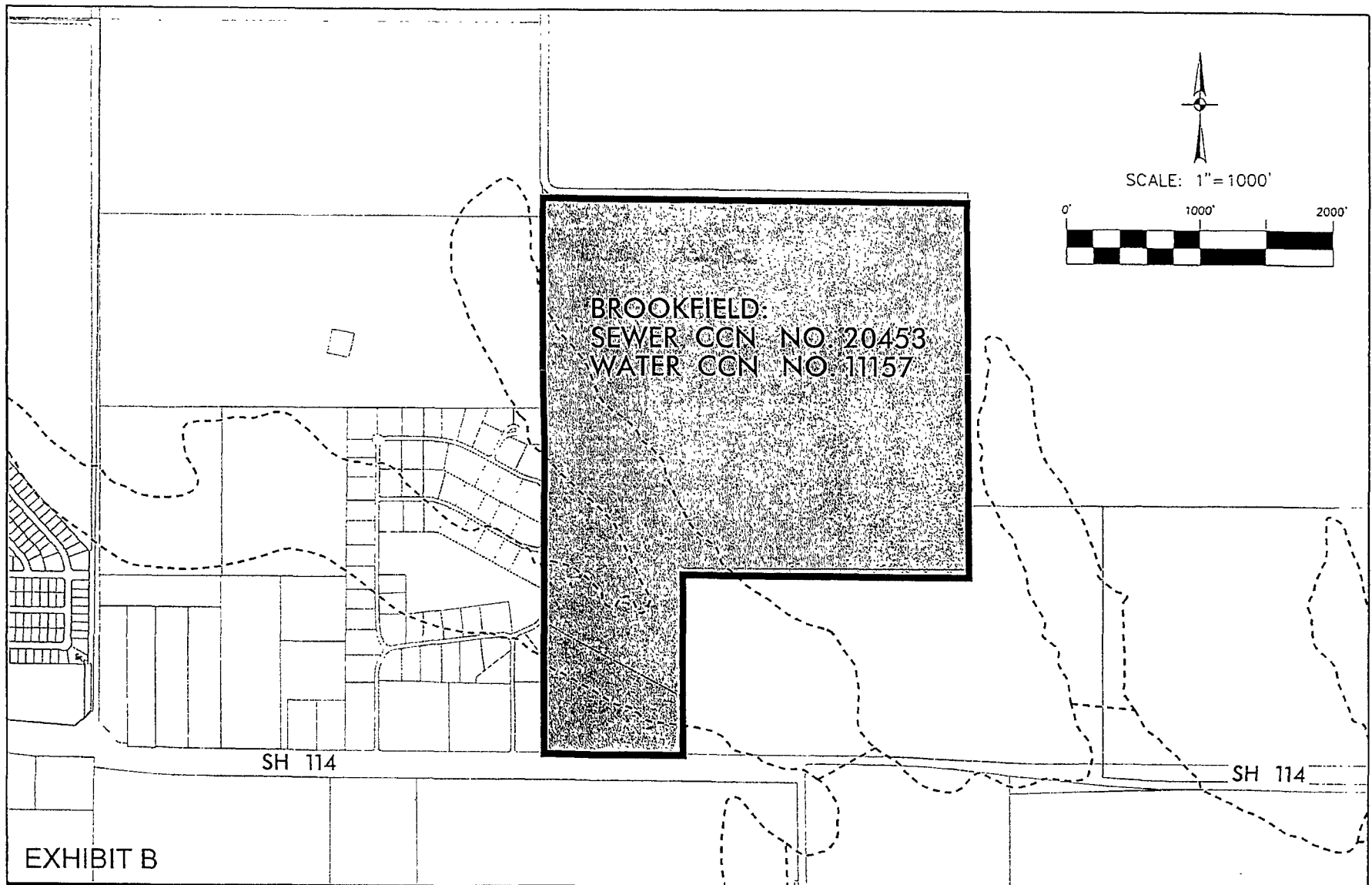


EXHIBIT B

JOB NO. \_\_\_\_\_  
DATE 11-19-14  
DESIGNER \_\_\_\_\_  
CHECKED \_\_\_\_\_ DRAWN \_\_\_\_\_  
SHEET 2 OF 3

SOUTH DENTON COUNTY  
WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 1 (BROOKFIELD)

**PAPE-DAWSON  
ENGINEERS**

500 WEST SEVENTH ST. | FORT WORTH, TEXAS 76102 | PHONE 817.670.3668  
SUITE 350 FAX 817.670.3669  
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

**Exhibit B-1**  
**Legal Description of the Brookfield Property**

**BEING** a tract of land located in the WILLIAM C. HALLMARK SURVEY, ABSTRACT NO. 518, Denton County, Texas and being all of a tract of land described as Tract 1 and 2 in Deed to Brookfield Acquisitions, L.P., recorded in Document Number 2007-45036, Deed Records, Denton County, Texas and being more particularly described as follows:

**BEGINNING** at a concrete monument with a 1/2 inch iron rod found in the North right-of-way line of State Highway No. 114, a 100 foot right-of-way, at the Southeast corner of said Tract 2;

**THENCE** North 89 degrees 31 minutes 05 seconds West, along said North right-of-way line, a distance of 1,026.70 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the Southeast corner of a tract of land described in Deed to Willow Bend 114, recorded in Document Number 2005-8893, Deed Records, Denton County, Texas;

**THENCE** North 00 degrees 19 minutes 46 seconds East, a distance of 2,518.47 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "5439" found at the Northeast corner of Lot 13, Block A of WILLOW SPRINGS SUBDIVISION, an Addition to Denton County, Texas according to the Plat thereof recorded in Cabinet D, Page 317, Plat Records, Denton County, Texas;

**THENCE** South 89 degrees 59 minutes 13 seconds West, along the North line of said Lot 13, a distance of 13.26 feet to a 1 inch iron rod found at the Southeast corner of a tract of land described in Deed to Robert B. Logan, recorded in Volume 515, Page 92, Deed Records, Denton County, Texas;

**THENCE** North 00 degrees 14 minutes 58 seconds East, a distance of 1,563.70 feet to a 3/8 inch iron rod found at the Northwest corner of said Tract 1;

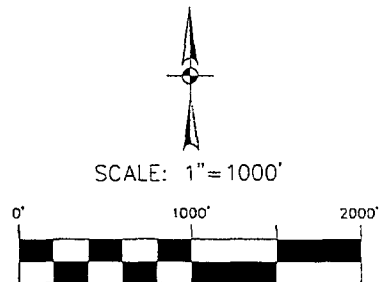
**THENCE** South 89 degrees 28 minutes 37 seconds East, a distance of 3,160.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the Northeast corner of said Tract 1;

**THENCE** South 00 degrees 15 minutes 25 seconds East, a distance of 2,753.84 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the most Easterly Southeast corner of said Tract 1;

**THENCE** North 89 degrees 36 minutes 34 seconds West, a distance of 2,150.81 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at an inner ell corner of said Tract 1;

**THENCE** South 00 degrees 08 minutes 43 seconds West, a distance of 1,322.76 feet to the **POINT OF BEGINNING** and containing 231.579 acres of land, more or less

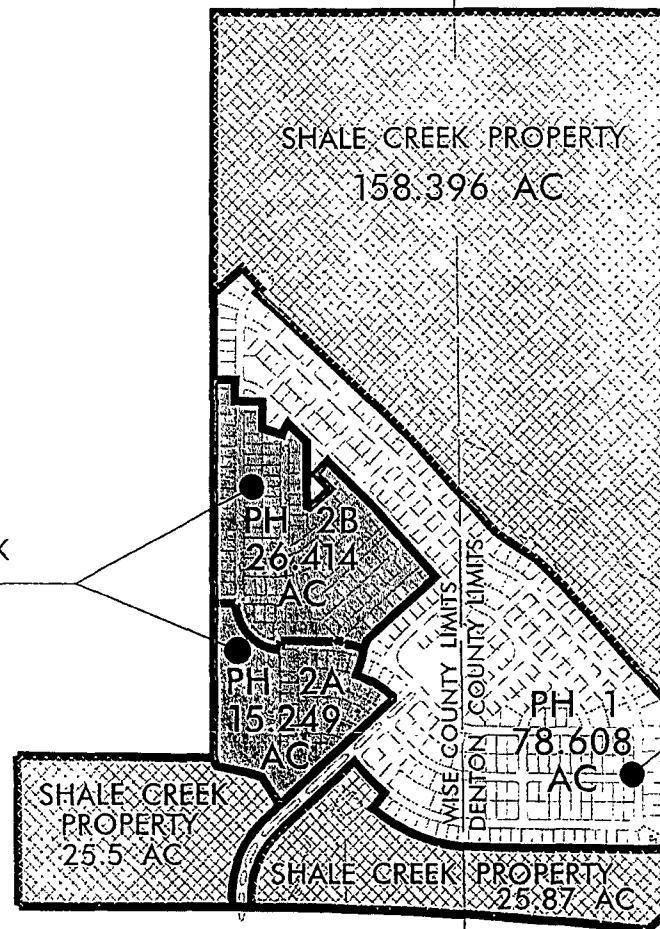
**Exhibit C**  
**Map of the Shale Creek District**



NOTE:

1. WATER CCN FOR THE SHALE CREEK PROPERTY TO BE RELEASED IMMEDIATELY AS SHOWN IN THE SHADED PORTION TO THE LEFT.
2. AQUA UTILITIES SHALL RELEASE ALL REMAINING CCN'S WITHIN THE SHALE CREEK DEVELOPMENT AFTER 17 YEARS IF REQUESTED BY THE CITY OF FORT WORTH.

EXISTING SHALE CREEK  
PH 2A & 2B



FUTURE PRINCIPAL ARTERIAL

NOT IN WCID

SH 114

JOB NO. \_\_\_\_\_  
DATE 5-18-16  
DESIGNER \_\_\_\_\_  
CHECKED \_\_\_\_\_ DRAWN \_\_\_\_\_  
SHEET 1 OF 3

# NORTH FORT WORTH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1 OF DENTON AND WISE COUNTIES (SHALE CREEK)

**Pape-Dawson**  
**ENGINEERS**

500 WEST SEVENTH ST. | FORT WORTH, TEXAS 76102 | PHONE: 817.870.3668  
SUITE 350 | FAX: 817.870.3569  
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

**Exhibit C-1**  
**Legal description of the Shale Creek Property**

31357.21

## LEGAL DESCRIPTION

BEING A 158.396 (CALLED 158.43 ACRES) ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 1173, DENTON COUNTY, TEXAS, AND IN THE SMITH COUNTY SCHOOL LAND SURVEY NO. 743, WISE COUNTY, TEXAS, AS DESCRIBED IN DEED TO SHALE 114, L.P., BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-90440, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, WITH THE BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (CORS96, EPOCH DATE 2002), DETERMINED BY GPS OBSERVATIONS BETWEEN JULIAN DAY 253, 2004 AND JULIAN DAY 259, 2004, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAID 158.396 ACRE TRACT, AND THE COMMON SOUTHEAST CORNER OF A CALLED 284.67 ACRE TRACT OF LAND DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON SOUTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE HARRY AND JHERRIE LOGAN FAMILY LIMITED PARTNERSHIP, BY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2009-68535, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND THE COMMON NORTHWEST CORNER OF A CALLED 107 ACRE TRACT OF LAND CONVEYED TO JOANNE M. YOUNG, BY DEED RECORDED IN VOLUME 515, PAGE 94, DEED RECORDS, DENTON COUNTY, TEXAS. SAID POINT ALSO BEING IN THE APPROXIMATE CENTERLINE OF SOUTH COUNTY LINE ROAD, A PRESCRIPTIVE RIGHT-OF-WAY BY USE AND OCCUPATION;

THENCE SOUTH 00 DEGREES 05 MINUTES 03 SECONDS WEST, ALONG THE COMMON EAST LINE OF SAID 158.396 ACRE TRACT AND THE APPROXIMATE CENTERLINE OF SAID SOUTH COUNTY LINE ROAD, A DISTANCE OF 3910.05 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER IN THE EAST LINE OF SAID 158.396 AND IN THE COMMON WEST LINE OF A CALLED 26.779 ACRE TRACT OF LAND DESCRIBED IN DEED TO PEGGY MCCURDY, VOLUME 1193, PAGE 586, DEED RECORDS DENTON COUNTY, TEXAS;

THENCE DEPARTING SAID COMMON LINE ALONG THE SOUTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON NORTH LINE OF SHALE CREEK, A 78.605 FINAL PLAT AS RECORDED IN CABINET B, SLIDE 336, PLAT RECORDS OF WISE COUNTY, TEXAS, AND IN CABINET V, PAGE 374, PLAT RECORDS OF DENTON COUNTY, TEXAS, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 54 MINUTES 57 SECONDS WEST, A DISTANCE OF 40.00 FEET TO 5/8" IRON ROD WITH A PLASTIC CAP STAMPED "CARTER BURGESS" FOUND FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 04 SECONDS WEST, A DISTANCE OF 1002.94 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 48 DEGREES 46 MINUTES 45 SECONDS WEST, A DISTANCE OF 89.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 57 DEGREES 36 MINUTES 59 SECONDS WEST, A DISTANCE OF 257.00 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER;

NORTH 42 DEGREES 15 MINUTES 22 SECONDS WEST, A DISTANCE OF 760.73 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 14 MINUTES 36 SECONDS WEST, A DISTANCE OF 1180.74 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER, AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03 DEGREES 49 MINUTES 11 SECONDS, A RADIUS OF 275.00 FEET, AND A CHORD THAT BEARS NORTH 45 DEGREES 49 MINUTES 19 SECONDS EAST A DISTANCE OF 18.33 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 18.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 13.33 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

NORTH 42 DEGREES 16 MINUTES 06 SECONDS WEST, A DISTANCE OF 160.00 FEET TO A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JACOBS" SET FOR CORNER;

SOUTH 47 DEGREES 43 MINUTES 54 SECONDS EAST, A DISTANCE OF 223.27 FEET TO A 1/2" IRON ROD FOUND WITH CAP FOR CORNER, BEING THE SOUTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF SAID SHALE CREEK AND BEING IN THE EAST LINE OF A CALLED 16.5 ACRE TRACT DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE, AS RECORDED IN VOLUME 324, PAGE 209, DEED RECORDS, WISE COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 02 MINUTES 26 SECONDS EAST ALONG SAID EAST LINE, AND ALONG WITH THE EAST LINE OF A CALLED 20.02 ACRE TRACT OF LAND DESCRIBED IN DEED TO DANIEL AND BARBARA NANCE IN VOLUME 202, PAGE 625, DEED RECORDS, WISE COUNTY, TEXAS, A DISTANCE OF 1599.42 TO A FOUND 3" POST, BEING THE NORTHWEST CORNER OF SAID 158.396 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID NANCE TRACT AND BEING IN THE SOUTH LINE OF A CALLED 284.67 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO J.L. LOGAN FAMILY LIMITED PARTNERSHIP, AS RECORDED IN INSTRUMENT NO. 2004-66130, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

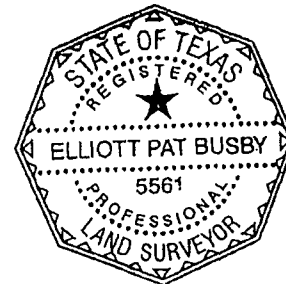
THENCE ALONG THE NORTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 284.67 ACRE TRACT NORTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 2631.54 FEET TO THE **POINT OF BEGINNING**, AND CONTAINING A CALCULATED AREA OF 158.396 ACRES.

EXHIBIT PREPARED OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY  
DESCRIPTION.



Elliott Pat Busby, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 5561  
Jacobs Engineering Group, Inc.  
1999 Bryan Street, Suite 1200  
Dallas, Texas 75201-3136  
Phone 214-638-0145 Fax 214-638-0447

August 11, 2014



BEING A 25.5 ACRE TRACT OF LAND SITUATED IN THE WILLIAM WALLACE SURVEY, ABSTRACT NO. 1434, WISE COUNTY, TEXAS AND BEING PART OF A TRACT OF LAND DESCRIBED IN A DEED TO SHALE 114, L.P. RECORDED IN INSTRUMENT NUMBER 2004-90440, DEED RECORDS, DENTON COUNTY, TEXAS AND VOLUME 1445, PAGE 144, OFFICIAL RECORDS, WISE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 114 A VARIABLE WIDTH RIGHT OF WAY AND THE WEST RIGHT OF WAY LINE OF SHALE CREEK BOULEVARD A 110 FOOT RIGHT OF WAY;

THENCE NORTH 89 DEGREES 44 MINUTES 11 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 960.70 FEET TO A POINT;

THENCE NORTH 89 DEGREES 37 MINUTES 29 SECONDS WEST, CONTINUING ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 262.57 FEET TO A POINT;

THENCE NORTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 846.02 FEET TO A POINT IN THE SOUTH LINE A TRACT OF LAND DESCRIBED IN A DEED TO DANIEL L. NANCE RECORDED IN VOLUME 694, PAGE 34, DEED RECORDS, WISE COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 16 MINUTES 23 SECONDS EAST, ALONG THE SOUTH LINE OF SAID NANCE TRACT, A DISTANCE OF 1128.47 FEET TO A POINT FOR SOUTHEAST CORNER OF SAID NANCE TRACT AND BEING THE SOUTHWEST CORNER OF LOT 12X, BLOCK 1 OF SHALE CREEK PHASE 2A, RECORDED IN INSTRUMENT NUMBER 2007-8072, PLAT RECORDS, WISE COUNTY, TEXAS;

THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 12X, BLOCK 1 AS FOLLOWS:

SOUTH 21 DEGREES 13 MINUTES 24 SECONDS EAST, 51.79 FEET;

SOUTH 78 DEGREES 57 MINUTES 29 SECONDS EAST, 178.51 FEET;

SOUTH 73 DEGREES 08 MINUTES 42 SECONDS EAST, 82.58 FEET;

SOUTH 35 DEGREES 17 MINUTES 47 SECONDS EAST, 187.11 FEET TO A POINT IN THE AFORESAID WEST RIGHT OF WAY LINE OF SHALE CREEK BOULEVARD;

THENCE SOUTH 48 DEGREES 17 MINUTES 12 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE 115.03 FEET TO A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 48 DEGREES 01 MINUTES 23 SECONDS, RADIUS 605.00 FEET AND A CHORD BEARING OF SOUTH 24 DEGREES 16 MINUTES 31 SECONDS WEST A DISTANCE OF 492.37 FEET;

THENCE ALONG SAID WEST RIGHT OF WAY LINE AND CURVE TO THE LEFT AN ARC LENGTH OF 507.09 FEET TO A POINT;

THENCE SOUTH 00 DEGREES 15 MINUTES 49 SECONDS WEST A DISTANCE OF 53.42 FEET TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 25.5 ACRES OF LAND.

THIS DESCRIPTION IS NOT A RESULT OF AN ON THE GROUND LAND SURVEY AND SHOULD BE USE FOR PLANNING PURPOSES ONLY AND SHOULD NOT BE RECORDED FOR ANY PURPOSE.

**DESCRIPTION  
PARCEL 3**

DESCRIPTION FOR A 25.87 ACRE TRACT OF LAND OUT OF THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 743, WISE COUNTY, TEXAS, ABSTRACT NO. 1137, DENTON COUNTY, TEXAS AND THE WILLIAM WALLACE SURVEY, ABSTRACT NO. 1434, WISE COUNTY, TEXAS, ABSTRACT NO. 1405, DENTON COUNTY, TEXAS, SAID TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND RECORDED IN VOL. 4484, PG. 520, D.R.D.C.T., AND VOL. 918, PG. 280, O.R.W.C.T., AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND RECORDED IN VOL. 44 PG. 528, D.R.D.C.T., AND VOL. 918, PG. 288, O.R.W.C.T..

**COMMENCING** FROM A 3" STEEL FENCE POST FOUND, SAID FENCE POST BEING FOR THE NORTHWEST CORNER OF BLOCK 1, SMITH COUNTY SCHOOL, ABSTRACT NO. 743, WISE COUNTY, TEXAS AND BEING IN THE SOUTH LINE OF VOL. 114, PG. 246, D.R.W.C.T., SAID POST ALSO BEING FOR THE NORTHEAST CORNER OF VOL. 202, PG. 625, D.R.W.C.T., THENCE S.89° 49'27"E., 2631.65 FEET AND S.00° 38'19"W., 4742.26 FEET TO A ½" CAPPED IRON FOUND IN THE APPROXIMATE CENTER OF SOUTH COUNTY LINE ROAD FOR THE **POINT OF BEGINNING**;

THENCE S 00° 38'19" W, WITH THE APPROXIMATE CENTER OF SAID SOUTH COUNTY LINE ROAD, 335.39 FEET TO A 60D NAIL FOUND, SAID NAIL;

THENCE S 49°02'12" W, 172.16 FEET TO A 5/8" SLICK IRON FOUND IN THE NORTH LINE OF STATE HWY. NO. 114;

THENCE N 84° 47'29" W, WITH THE NORTH LINE OF SAID STATE HWY. NO. 114, 419.65 FEET TO A TXDOT MONUMENT FOUND, SAID MONUMENT BEING FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH THE NORTH LINE OF SAID STATE HWY. NO. 114, AND SAID CURVE TO THE LEFT WHOSE RADIUS IS 23038.31 FEET AND WHOSE CENTRAL ANGLE IS 04° 39'24" AND WHOSE CHORD BEARS N 87° 17'44" W, 1871.95 FEET AND BEING AN ARC LENGTH OF 1872.47 FEET TO A ½" CAPPED IRON FOUND, SAID IRON BEING AT THE INTERSECTION OF THE NORTH LINE OF SAID STATE HWY. NO. 114, AND THE EAST LINE OF SHALE CREEK BLVD.;

THENCE N 00° 15'49" E, WITH THE EAST LINE OF SAID SHALE CREEK BLVD, 53.43 FEET TO A ½" CAPPED IRON FOUND, SAID IRON BEING FOR THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH THE EAST LINE OF SAID SHALE CREEK BLVD, AND SAID CURVE TO THE RIGHT WHOSE RADIUS IS 495.00, AND WHOSE CENTRAL ANGLE IS 48° 01'23" AND WHOSE CHORD BEARS N 24° 16'31" E, 402.85 FEET AND BEING AN ARC LENGTH OF 414.89 FEET TO A ½" CAPPED IRON FOUND;

THENCE N 48° 17'12" E, CONTINUING WITH THE EAST LINE OF SAID SHALE CREEK BLVD., 594.28 FEET TO A ½" CAPPED IRON FOUND, SAID IRON BEING AT THE INTERSECTION OF THE EAST LINE OF SAID SHALE CREEK BLVD., AND THE SOUTH LINE OF REGENT DRIVE;

THENCE S 41° 42'48" E, WITH THE SOUTH LINE OF SAID REGENT DRIVE, 119.51 FEET TO A ½" CAPPED IRON FOUND, SAID IRON BEING FOR THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH THE SOUTH LINE OF SAID REGENT DRIVE, AND SAID CURVE TO THE LEFT WHOSE RADIUS IS 845.00 FEET AND WHOSE CENTRAL ANGLE IS 08° 41'43" AND WHOSE CHORD BEARS S 46° 03'39" E, 128.12 FEET, AND BEING AN ARC LENGTH OF 128.24 FEET TO A ½" CAPPED IRON FOUND;

THENCE WITH THE SOUTHERLY LINE OF SHALE CREEK, AN ADDITION IN WISE AND DENTON COUNTIES, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 336, PLAT RECORDS, WISE COUNTY, TEXAS, AND CABINET V, PAGE 374, DENTON COUNTY, TEXAS, THE FOLLOWING CALLS:

S 39° 35'29" W, 110.00 FEET TO A ½" CAPPED IRON FOUND;

S 52° 24'28" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 56° 24'21" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 60° 24'15" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 64° 24'08" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 68° 24'02" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 72° 23'55" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 76° 23'42" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 80°23'42" E, 66.63 FEET TO A ½" CAPPED IRON FOUND;

S 83° 17'28" E, 66.69 FEET TO A ½" CAPPED IRON FOUND;

S 89° 21'41" E, 1161.98 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 25.87 ACRES OF LAND.

# CITY COUNCIL AGENDA




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**COUNCIL ACTION: Approved on 12/13/2016 - Resolution No. 4725-12-2016 & 4726-12-2016**

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<b>DATE:</b>	12/13/2016	<b>REFERENCE NO.:</b>	L-15980	<b>LOG NAME:</b>	12BROOKFIELD, ALPHA RANCH, SHALE CREEK AGREEMENTS
<b>CODE:</b>	L	<b>TYPE:</b>	NON-CONSENT	<b>PUBLIC HEARING:</b>	NO
<b>SUBJECT:</b>	Adoption of Resolutions Consenting to the Expansion of the Alpha Ranch Fresh Water Supply District and Authorize the Execution of Various Agreements and Amended Agreements Relating to Development, Construction, Water and Wastewater Service, Wholesale and Utility Transfer for South Denton County Water Control Improvement District No.1, Alpha Ranch Fresh Water Supply District of Denton and Wise County and North Fort Worth Water Control Improvement District No. 1 (ETJ/DENTON COUNTY and COUNCIL DISTRICT 7)				

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## **RECOMMENDATION:**

It is recommended that the City Council adopt the attached resolutions consenting to the addition of approximately 183 acres into the Alpha Ranch Fresh Water Supply District and authorize the City Manager or a designee to execute the following Agreements and to take any actions to carry out such Agreements:

1. Wholesale Water Agreement between Aqua Texas and Fort Worth
2. Water and Wastewater Utility Services Transfer Agreement
3. Agreement Concerning Water and Sewer Service to Shale Creek Development
4. Agreement Terminating Brookfield Water and Wastewater Utility Service Agreement and Buy-Out Option Agreement
5. Agreement Terminating Brookfield Wholesale Water and Wastewater Agreements
6. Agreement Concerning Sewer Service to Alpha Ranch and Brookfield Developments
7. Water Infrastructure Agreement
8. Sewer Infrastructure Agreement
9. Brookfield Development (South Denton County Water Control Improvement District No. 1) Agreement
10. Alpha Ranch Development Agreement
11. Shale Creek Development Agreement
12. South Denton County (Brookfield Development) Creation and Operation Agreement
13. Alpha Ranch Creation and Operation Agreement
14. Agreement for Construction of Sendera Ranch Blvd

## **DISCUSSION:**

Entities affiliated with Centurion American Development Group (Developer) own approximately 2,000 acres of land in the City's Extraterritorial Jurisdiction in proximity to State Highway 114, as shown on the attached map (the Property). The Property is undeveloped and is located within the Alpha Ranch Fresh Water Control and Improvement District, consisting of the Elizabeth Creek and Alpha Ranch developments (collectively, the Alpha Ranch development), the South Denton County Water Control and Improvement District No. 1 (the Brookfield development), and the North Fort Worth Water Control and Improvement District No. 1 of Denton and Wise Counties (the Shale Creek development) (the Districts), which districts were created with the City's consent. The Developer agreed to develop the Property with a mixture of residential, commercial and recreational uses in accordance with City standards. The Districts were created and approved by the City Council as follows: Alpha Ranch, consisting of approximately 1,294 acres on February 15, 2007; Brookfield,

consisting of approximately 231 acres on April 19, 2007; and Shale Creek, consisting of approximately 251 acres on August 21, 2006. On January 25, 2011, the City Council approved operation, development and utility Agreements for the Brookfield District. (M&C C-24720, CSC Nos. 42127, 42128 and 42120 respectively.)

When the Development and Utility Agreements were approved, the Property was located in an area for which Certificate of Convenience and Necessity (CCN) had been issued by TCEQ to Aqua Texas to provide retail water. The Agreements contemplated that Aqua Texas would provide retail water and sewer service to the Property for a term of 17 years, after which the City had an option to become the retail water and sewer provider and to purchase, for a nominal amount, water and wastewater infrastructure to serve the Property. Aqua Texas, the City, the Districts desire to enter into an Agreement providing, among other terms, for Aqua Texas to transfer to the City all of its rights and obligations in connection with retail water service to the Property under their CCN and to transfer to the Districts all of its rights and obligations in connection with retail sewer service to the Property superseding the original utility agreement and ancillary agreements concerning water and sewer service to the Property.

On September 23, 2014, the City Council adopted Resolution No. 4361-09-2014 which authorized the city staff to negotiate Agreements with the Developer, Aqua Texas and the Districts for: 1) the transfer the CCN to the City from Aqua Texas; 2) to negotiate for the provision of water and sewer service to the Property to include a Wholesale Water Agreement to serve part of the Shale Creek Development with no infrastructure or meter cost to the City; 3) to negotiate for the construction of water and sewer infrastructure to include a water line to connect Sendera Ranch pump station to existing City infrastructure and a wastewater treatment plant; 4) negotiate for the construction of a sewer line connecting to the City's system, and at the City's discretion, discontinuance of by the Districts of the wastewater treatment plant upon the City becoming the retail sewer service provider to the property; 5) to negotiate for the construction, consistent with the City's Master Thoroughfare Plan, of a four-lane extension of Sendera Ranch Boulevard from its existing terminus to SH 114 outside the City limits, at no cost to the City, and to be reimbursed less any proportional share required for the portion of the extension located within the City limits with roadway impact fees or fee credits in accordance with the City's transportation impact fee policy; and construction of a portion of Sendera Ranch Boulevard outside of the City limits, at no cost to the City and to be reimbursed less any proportional share required for the portion of the extension; and 6) to amend the Development Agreement for Brookfield and enter into Development Agreements for the Alpha Ranch District and Shale Creek to reflect the new arrangements for providing water and sewer service to the Property and to address other outstanding issues. This M&C does not request approval of a contract with a business entity.

Aqua Texas has agreed to transfer to the City Aqua Texas' CCN and contract rights and obligations governing retail water utility service to Brookfield, Alpha Ranch and Shale Creek and to include land immediately adjacent to Alpha Ranch provided that the land is annexed by the Alpha Ranch District. Alpha Ranch District has submitted two petitions to annex the area for Council's approval. Staff recommends approving the attached resolutions to allow Alpha Ranch to annex the area which will transfer the CCN from Aqua Texas to the City.

The parties have the authority to enter into this Agreement pursuant to Section 212.172 of the Local Government Code.

The property is located in the City's extraterritorial jurisdiction adjacent to CITY COUNCIL DISTRICT 7.

#### **FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that this agreement will have no immediate material effect on City funds. Any effect on expenditures and revenues will be budgeted in future fiscal years.

#### **TO**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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#### **FROM**

Fund	Department ID	Account	Project ID	Program	Activity	Budget Year	Reference # (Chartfield 2)	Amount
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<b><u>Submitted for City Manager's Office by:</u></b>	Jesus (Jay) Chapa (5804)
<b><u>Originating Department Head:</u></b>	Sarah J. Fullenwider (7606)
<b><u>Additional Information Contact:</u></b>	Melinda Ramos (7631)

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**ATTACHMENTS**

Alpha Ranch Resolution Consent to Annex 12.doc  
Alpha Ranch Resolution Consent to Annex 171.doc  
Aqua Texas 1295.pdf  
Exhibit for 12 acres resolution.pdf  
Exhibit for 171 acres resolution.pdf  
Forms (3) 1295.pdf  
Ryan Dynasty Trust 1295.pdf  
Water district alpha Ranch shale creek brookfield Map.pdf



January 29, 2018

EMAIL & USPS

Ms. Wendy Chi-Babulal, EMBA, P.E.  
Planning / Development Engineering Manager  
City of Fort Worth Water Department  
200 Texas Street,  
Fort Worth, Texas 76102

Re: Alpha Ranch Certificate of Convenience and Neccesity (CCN) Areas to be  
Decertified

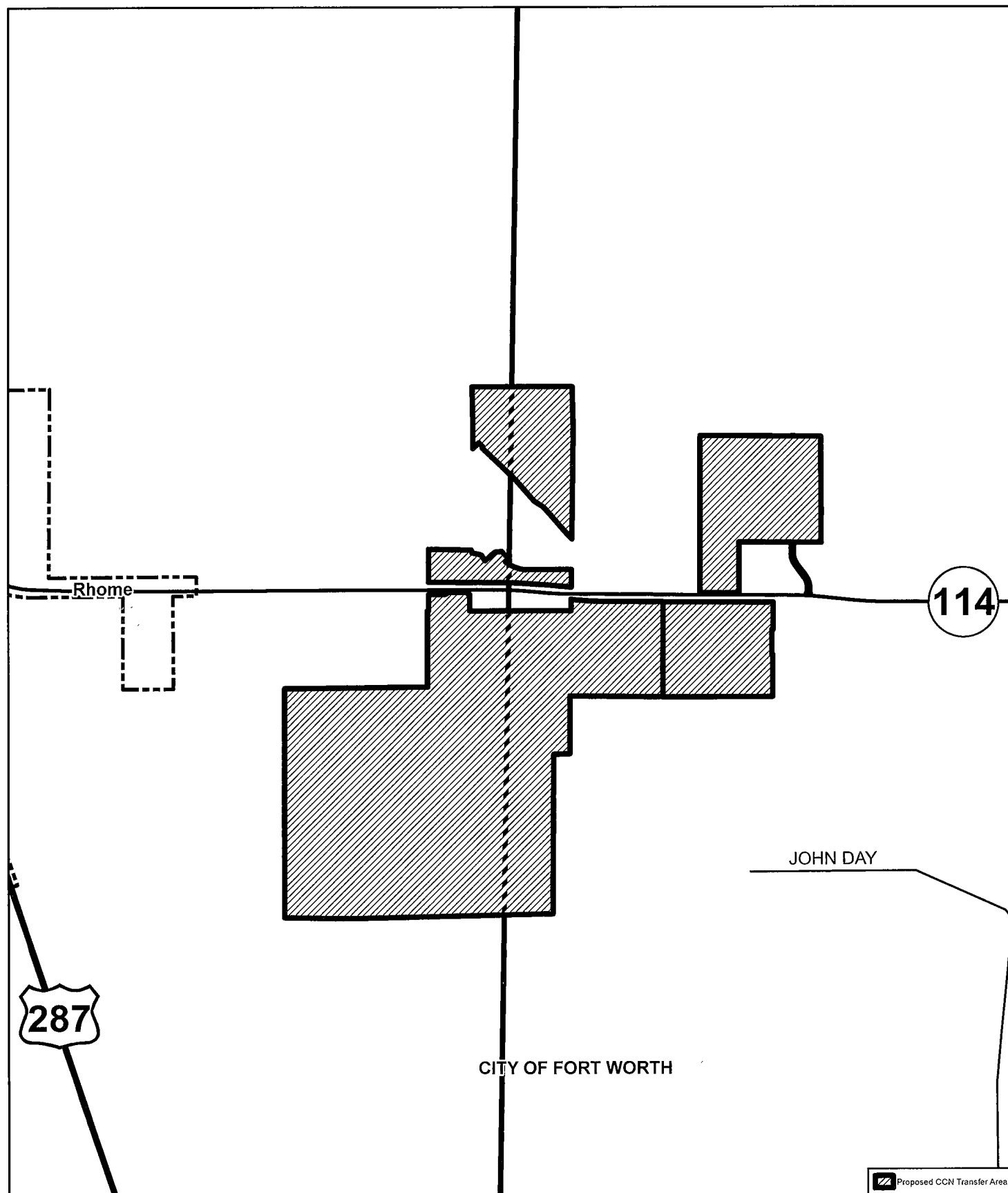
Dear Ms. Chi-Babulal,:

The attached Area Maps reflect areas that are presently within Aqua Texas' water CCN  
Number 13201.

Regards,

A handwritten signature in black ink, appearing to read "Stephen M. Dunnahoe".

Stephen M. Dunnahoe  
Business Development Manager  
Aqua Texas, Inc.  
9450 Silver Creek Road  
Fort Worth, Texas 76108



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1/26/2018

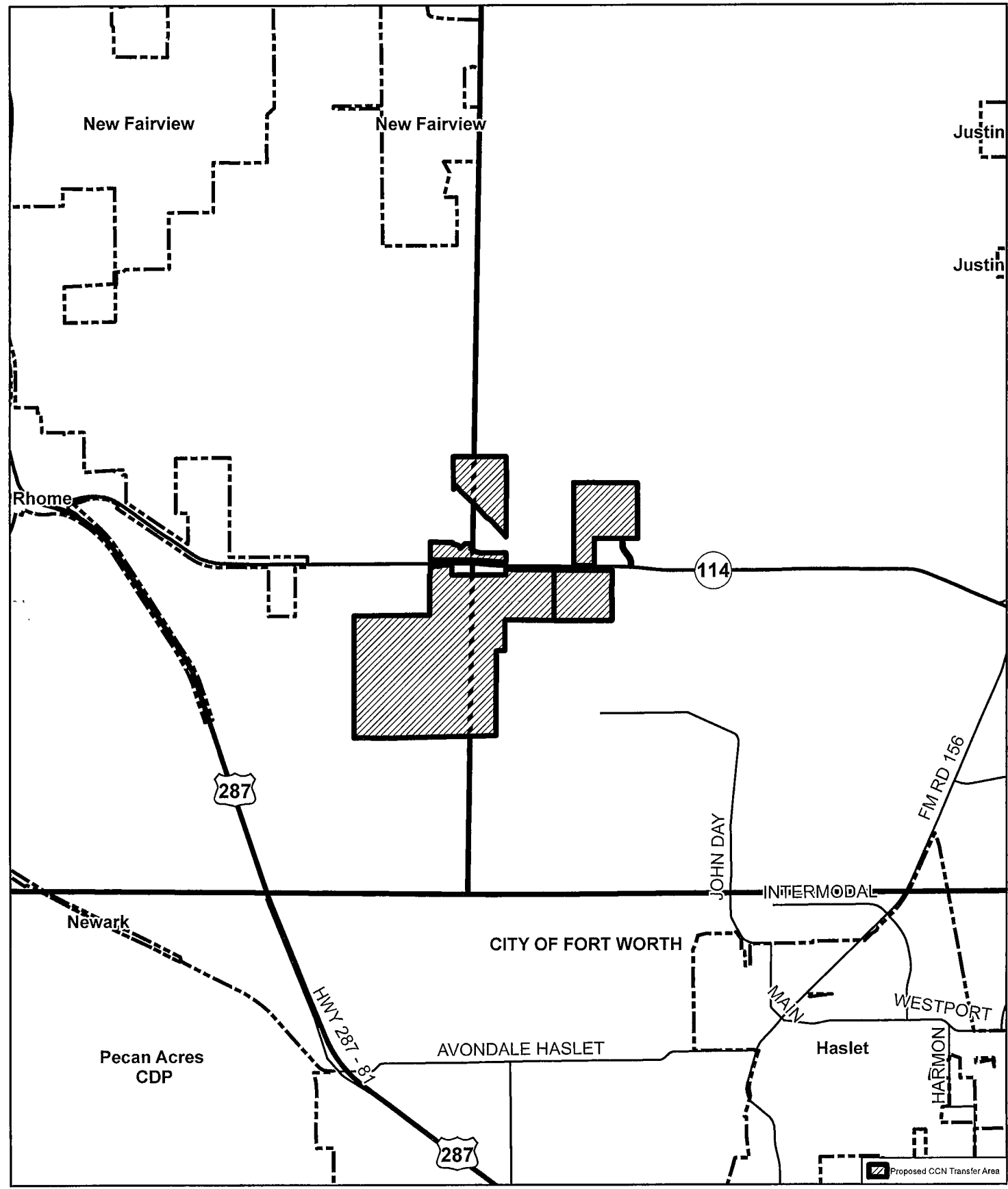
# Large Scale Map Proposed Transfer to City of Fort Worth (Water CCN No. 12311) from Aqua Texas Inc.

**FORT WORTH**  
WATER

0 1 Miles



W:\Groups\Engineering\Development\CON\AquaTexas\Alpha\Arch\Brookfield State\Crk\2\_Application\BAES\_Application\_Forms\Maping\SmallScaleMap.mxd (ppoudy.ai) 01/26/2018



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1/26/2018

Small Scale Map  
Proposed Transfer  
to City of Fort Worth  
(Water CCN No. 12311)  
from Aqua Texas Inc.

