



Control Number: 48564



Item Number: 1

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2018 AUG -2 PM 4:27

Ms. Crump's Direct Line: (512) 322-5832  
Email: gcrump@lglawfirm.com

August 2, 2018

Public Utility Commission of Texas  
ATTN: CENTRAL RECORDS  
1701 N. Congress Avenue, Room 8-100  
Austin, Texas 78711-3326

Re: Petition for Dual Certification of a Portion of BHP Water Supply Corporation's Water Certificate of Convenience and Necessity No. 10064, to be Dually Certified with the City of Royse City, Water Certificate of Convenience and Necessity No. 12827, pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.117.

To the Public Utility Commission of Texas:

Pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.117, please accept the filing of this petition on behalf of the City of Royse City to dually certificate a portion of the water Certificate of Convenience and Necessity (CCN) No. 10064 held by BHP Water Supply Corporation (BHP), with Royse City, water CCN No. 12827.

In 2011, the City of Royse City and BHP entered into a comprehensive Settlement Agreement. Among other things, the Settlement Agreement resolved then-existing disputes between the parties regarding the provision of retail water utility service. The Settlement Agreement also laid out an agreed process whereby the parties would accommodate growth and demand for large capacity retail water utility service in the future in areas surrounding the City. Attached as Exhibit A to this Petition, the Settlement Agreement has already been the basis for approved amendments to both the City's and BHP's service areas.

The Settlement Agreement identifies areas within BHP's CCN No. 10064 as "Initial CCN Acquisition Area" and "Subsequent CCN Acquisition Area." The area that is the subject of this Petition is a part of the "Subsequent CCN Acquisition Area." As set forth in the Settlement Agreement at Section 2(b), the parties intended that the City and BHP would be dually certificated for the Subsequent CCN Acquisition Area, that the City would seek such dual certification, and that BHP would not protest the City's application.

This Petition seeks dual certification for BHP and Royse City, pursuant to the Settlement Agreement, for an area to be subdivided and developed as the Vista Oaks Addition. The area is within the city limits of Royse City. The proposed subdivision contains approximately 196 acres, and will be developed as 159 single family lots. The developer of the subdivision has entered into a Subdivision Improvement Agreement (May 18, 2017), whereby the developer will construct and install, at the developer's expense, all external and internal subdivision improvements. External subdivision improvements to be constructed by the developer include a 12-inch water supply line; internal subdivision improvements include additional water lines.

The Settlement Agreement provides that to the extent the City and BHP are dually certificated in the Subsequent CCN Acquisition Area, the City will be the water provider for new developments that are considered to be High Density Developments, defined as developments with a proposed density of more than two lots per acre, or with more than a total of 65 lots. See Section 3(a) of Exhibit A. As noted above, the Vista Oaks Addition will have a total of 159 lots, therefore it is a High Density Development within the meaning of the Settlement Agreement, and retail water utility service will be provided by Royse City.

Because the area that is the subject of this Petition is presently undeveloped, there are currently no customers and thus there will be no transfer of customers as a result of this dual certification. Likewise, there are no water facilities in the area, and thus no transfer of any facilities is contemplated by the Settlement Agreement or this Petition.

Royse City has conferred with representatives of BHP on this filing, and on the maps accompanying this Petition. BHP has been provided with a copy of this filing, along with all exhibits, which are as follows:

Exhibit A -- Settlement Agreement between the City of Royse City and BHP Water Supply Corporation, dated April 5, 2011.

Exhibit B -- The minutes from Royse City's March 8, 2011, City Council meeting at which the Settlement Agreement was approved by Royse City.

Exhibit C -- The agenda and minutes from BHP's March 1, 2011, Board of Directors meeting at which the Settlement Agreement was approved by BHP.

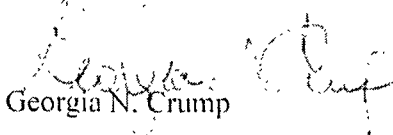
Exhibit D -- A general location map identifying the subject area in reference to the nearest county boundary, city, or town.

Exhibit E -- A detailed map identifying the subject area in reference to verifiable man-made and natural landmarks.

Exhibit F -- A CD containing digital mapping data.

Royse City respectfully requests that Royse City's water CCN No. 12827 and BHP's water CCN No. 10064 both be amended to indicate that the City and BHP are dually certificated for the subject area.

Sincerely,

  
Georgia N. Crump

7652959

cc: Eddy Daniel, P.E., for BHP Water Supply Corporation  
Jason Day, City Attorney, City of Royse City

**EXHIBIT A**

**Settlement Agreement between the City of Royse City and BHP Water Supply Corporation, dated April 5, 2011.**

Exhibit A

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Royse City (the "City"), a Texas home rule city, and B H P Water Supply Corporation ("BHP"), a Texas non-profit water supply corporation in good standing (the City and BHP are collectively referred to as the "Parties"), each acting by and through its undersigned, duly authorized representative.

**RECITALS**

WHEREAS, the City is the holder of water certificate of convenience and necessity ("CCN") No. 12827, issued by the Texas Commission on Environmental Quality ("TCEQ"), and BHP is the holder of water CCN No. 10064;

WHEREAS, a portion of BHP's water CCN area is contained within the corporate limits and extra-territorial jurisdiction of the City;

WHEREAS, the City desires to (i) decertify approximately 8,588 acres of land within BHP's water CCN boundary (the "Initial CCN Acquisition Area"), as more particularly shown on Exhibit A, attached hereto and incorporated herein for all purposes, and (ii) include such land within the City's water CCN area, pursuant to the terms of this Agreement;

WHEREAS, the City also desires to be dually certificated with BHP for the approximately 4,331 acres of land within BHP's water CCN boundary (the "Subsequent CCN Acquisition Area"), as more particularly shown on Exhibit A, in order to provide retail water service to that area as provided in this Agreement;

WHEREAS, BHP desires to remove the Initial CCN Acquisition Area from its water CCN, as provided in this Agreement, and to be dually certificated with the City in the Subsequent CCN Acquisition Area, as provided in this Agreement;

WHEREAS, BHP has requested financial assistance from the United States Department of Agriculture - Rural Development ("USDA-RD") in the approximate amount of three million eight hundred thousand dollars (\$3,800,000.00) (the "Loan") to finance certain improvements to BHP's water system and operations;

WHEREAS, while the City does not oppose BHP's efforts to secure the Loan to finance such improvements and operation enhancements, the City has expressed to BHP and North Central Texas Council of Governments ("NCTCOG") its concerns regarding USDA-RD's general requirement that a debtor provide a security interest in all of its assets, including its CCN, as collateral for loans issued by the USDA-RD;

## Exhibit A

WHEREAS, BHP desires to purchase a certain approximately 1.83 acre tract from the City to use as a water take-point site, which is more specifically described in Exhibit B, attached hereto and incorporated herein for all purposes (the "Take-point Tract"); and

WHEREAS, the City and BHP have conducted negotiations, and they desire to enter into this Agreement to resolve all outstanding issues regarding water CCN service areas, BHP's Loan application with USDA-RD, and the conveyance of the Take-point Tract from the City to BHP.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the City and BHP contract, covenant and agree as follows:

### AGREEMENT

#### 1. BHP's Loan Application.

(a) So long as BHP fulfills its obligations under this Agreement, the City will not attempt to enjoin USDA-RD from entering into a Loan agreement with BHP.

(b) Prior to entering into any Loan agreement with USDA-RD, BHP shall request and recommend to USDA-RD that BHP should not be required to grant a security interest to USDA-RD in the Initial CCN Acquisition Area or Subsequent CCN Acquisition Area as collateral for the Loan. BHP shall support the condition that USDA-RD exclude the Initial CCN Acquisition Area and Subsequent CCN Acquisition Area of BHP's water CCN from the collateral for the Loan. BHP recognizes that its agreement to make such request and recommendation and to offer such support provides the City with significant inducement to enter into this Agreement.

(c) Within seven (7) days after the Effective Date of this Agreement, BHP shall amend its Loan application by (i) removing the Initial CCN Acquisition Area and Subsequent CCN Acquisition Area from the assets of BHP and (ii) submitting an executed copy of this Agreement. Regardless of any other provision herein to the contrary, if BHP grants USDA-RD a security interest in the Initial CCN Acquisition Area or Subsequent CCN Acquisition Area as collateral for any Loan, then the City shall have the right, but not the obligation, to terminate this Agreement, effective immediately. If the City terminates the Agreement under this provision, then all amounts placed into the Escrow Account shall be refunded to the City.

(d) The term "Loan" shall have the meaning provided in the Recitals of this Agreement; and this term shall also mean any subsequent loan agreements entered into between BHP and USDA-RD where BHP is required to provide collateral.

#### 2. Designating CCNs for the Initial and Subsequent CCN Acquisition Areas.

## Exhibit A

(a) **Initial CCN Acquisition Area.** It is the Parties' intent that the City shall be singly certificated for the Initial CCN Acquisition Area; provided, however, that BHP shall maintain and be dually certificated with the City for the portion of its water CCN area within the Initial CCN Acquisition Area that overlaps with the locations of BHP's existing customers and existing water distribution lines and existing facilities, as of the Effective Date (defined herein) of this Agreement; and provided further, that BHP shall remain singly certificated to the land within the Initial CCN Acquisition Area designated as "**Excluded Area from CCN Acquisition**", more specifically shown on Exhibit A. The City may file one or more applications with the TCEQ or any successor agencies that regulate and administer the water CCN program for the State, for approval to transfer and/or decertify the Initial CCN Acquisition Area from BHP's water CCN boundary and amend the City's water CCN boundary to include such area in accordance with this Agreement; and BHP shall not protest any of these applications. The City shall pay BHP ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,100,000.00) (the "**Full Payment**") for conveying the Initial CCN Acquisition Area to the City, according to the following requirements:

(i) No later than sixty (60) calendar days after the Effective Date of this Agreement, the City shall establish an escrow account (the "**Escrow Account**") to hold the Initial Payment (defined herein) and Balance Payment (defined herein) in accordance with this Agreement. The Escrow Account shall be governed by an escrow agreement mutually agreeable to counsel for the City and BHP. The escrow agent shall be selected by the City, subject to approval by BHP; provided, however, that such approval shall not be unreasonably withheld or delayed.

(ii) After reducing the amount of the Full Payment by the amount of the Take-point Tract Payment (defined herein) required under Section 4 of this Agreement, the City shall pay BHP NINE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$900,000.00) through the process provided below:

(A) No later than seven (7) calendar days after the Escrow Account has been created, the City shall deposit ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00) (the "**Initial Payment**") into such Account.

(B) No later than six (6) months after the Escrow Account has been created, the City shall deposit the remaining SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00) into such Account (the "**Balance Payment**"); provided, however, that the City has the right, but not the obligation, to make this payment through one or more transactions, so long as the City has deposited the entire Balance Payment amount into the Escrow Account on or before the deadline established herein.

(iii) In the event that the City fails to meet its escrow payment obligations under this Section, the City shall not be in breach of this Agreement; rather, the City shall (A) reduce the acreage of the Initial CCN Acquisition Area by an amount that

## Exhibit A

corresponds with the shortfall in the Escrow Account at the time when the Balance Payment is due, and (B) amend its pending CCN application to reflect the revised Initial CCN Acquisition Boundary. Such reduction in acreage shall be based upon the factor of ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) per acre (for example, a shortfall of \$150,000 would require the City to reduce the acreage of the Initial CCN Acquisition Area by 1,000 acres, because  $\$150,000/\$150 \text{ per acre} = 1,000 \text{ acres}$ ). In the event that the City is required to make such a modification, it shall only be due to a lack of funding from a third party associated with the developments identified on Exhibit C, attached hereto and incorporated herein for all purposes, then the City shall remove such development and, to the extent necessary, area contiguous to that development that is outside the corporate limits of the City, from the pending CCN application. Accordingly, with such modification the USDA-RD shall not be required to release from collateral of the Loan the area removed from transfer of the CCN.

(iv) Funds shall be released from the Escrow Account to BHP only upon the later of (A) issuance of a final and non-appealable order from the TCEQ decertifying the Initial CCN Acquisition Area, as may be reduced under this Section, from BHP's water CCN boundary and including such area into the City's water CCN boundary, and (B) BHP's receipt of written consent from USDA-RD to the release of the Initial CCN Acquisition Area from the collateral of the Loan, if applicable. In the event that the TCEQ or USDA-RD issues a final and non-appealable order denying any CCN application or request for Lienholder Consent (as defined herein), respectively, all money deposited in the Escrow Account shall be refunded to the City, and the certificated service rights for the Initial CCN Acquisition Area shall remain with BHP.

(v) In the event that the City reduces the Initial CCN Acquisition Area as provided in Section 2(a)(iii) above, and subsequently files additional application(s) to transfer and/or decertify any remaining portion of the Initial CCN Acquisition Area (which includes any reductions to the Initial CCN Acquisition Area under subsection 2(a)(iii) above) from BHP's water CCN boundary and to amend the City's water CCN boundary to include such area, other than those areas located in a municipal utility district, the City shall deposit funds into the Escrow Account prior to filing any application, based upon the factor of ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) per acre. Funds shall be released from the Escrow Account to BHP only upon the later of (A) issuance of a final and non-appealable order from the TCEQ decertifying the requested portion of the remaining Initial CCN Acquisition Area from BHP's water CCN boundary and including such area into the City's water CCN boundary, and (B) BHP's receipt of written consent from USDA-RD to the release of such additional area from the collateral of the Loan, if applicable.

(vi) BHP shall first utilize the Initial Payment and Balance Payment for the pay-off of BHP's existing debt, and BHP shall then utilize the remaining balance to offset the USDA-RD Loan amount or to pay down the principal on the existing Loan balance.



## Exhibit A

(b) Subsequent CCN Acquisition Area. It is the Parties' Intent that the City and BHP shall be dually certificated for the Subsequent CCN Acquisition Area; provided, however, that BHP shall remain singly certificated to the Excluded Area from CCN Acquisition within the Subsequent CCN Acquisition Area, more specifically shown on Exhibit A. Dual certification shall be sought by the City upon execution of this agreement. BHP acknowledges and agrees that the City will seek dual water certification to the Subsequent CCN Acquisition Area. BHP shall not protest such application. The City shall pay BHP ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) (the "Subsequent Payment") for each acre within the Subsequent CCN Acquisition Area that the TCEQ grants the City dual water CCN certification with BHP. ~~that receives retail water~~ The City shall make each Subsequent Payment to BHP prior to construction of facilities and/or provision of service.

(c) To the extent necessary, BHP shall prepare, execute, submit, and prosecute any and all applicable USDA-RD forms, including, but not limited to, Form RD-465-1 (Application for Partial Release, Subordination, or Consent) (the "Lienholder Consent"), requesting USDA-RD to release the Initial CCN Acquisition Area and Subsequent CCN Acquisition Area from BHP's collateral in the Loan. Specifically, BHP shall prepare, execute, and submit such forms with USDA-RD no later than thirty (30) calendar days after the TCEQ issues a final and non-appealable order granting any City CCN application filed in accordance with this Agreement.

(d) BHP shall cooperate with the City regarding any applications filed with the TCEQ in accordance with this Agreement. If (i) the TCEQ does not approve one or more of the Parties' filings hereunder or (ii) a third party protests any applications filed in accordance with this Agreement, then the Parties shall work together to determine and implement a solution that is consistent with the intent of this Agreement.

(e) Where applicable herein, this Agreement shall be a "contract" (i) designating areas and customers to be served by the Parties in accordance with Texas Water Code Section 13.248, (ii) demonstrating an agreement for dual certification in accordance with Chapter 13 of the Texas Water Code, and (iii), agreeing to single certification under Texas Water Code Section 13.255.

### 3. Provisions for New and Existing Customers.

(a) Generally. To the extent that the City and BHP are dually certificated in the Initial CCN Acquisition Area, BHP shall only provide retail water utility service to all of its existing customers as of the Effective Date of this Agreement. To the extent that the City and BHP are dually certificated in the Subsequent CCN Acquisition Area, BHP shall only provide retail water utility service to (i) all of its existing customers as of the Effective Date of this Agreement and (ii) each new single family residential development that is not considered a High Density Development (defined herein) or other new single request for residential water service that is not within a High Density Development. For the purposes of this Agreement, a "High Density Development" means a development with a proposed density of more than two (2) lots per acre or with more than a total of sixty-five (65) lots. The City shall serve all other customers in these dually certificated areas,

## Exhibit A

including, but not limited to, High Density Developments, institutional, commercial, and industrial customers; provided, however, that BHP shall serve such requests for water service if the City provides its prior written consent to BHP.

(b) Changes in Service by Existing BHP Customers. The Parties acknowledge that BHP currently serves customers within the Initial CCN Acquisition Area, the Subsequent CCN Acquisition Area, and the Excluded Area from CCN Acquisition (each customer being a "BHP Existing Customer"). A list of the BHP Existing Customers is attached hereto as Exhibit D, incorporated herein for all purposes. However, if (i) any single family residential development containing BHP Existing Customers converts into a High Density Development, or (ii) any BHP Existing Customer converts into an institutional, commercial, or industrial customer, then the City shall thereafter render retail water service to such BHP Existing Customers unless the City provides prior written notice to BHP stating that the City does not desire to extend retail water service to those customers. BHP and the City shall work together in good faith to effectuate the transfer of such BHP Existing Customers to the City.

(c) Additional Compensation for Transfer of Customers.

(i) If the converted BHP Existing Customer is located within the Initial CCN Acquisition Area or Subsequent CCN Acquisition Area which shall be certificated to the City under this Agreement, then BHP shall not be entitled to any compensation from the City for the transfer of such BHP Existing Customer or property identified herein, other than the compensation identified in Section 2 of this Agreement.

(ii) If the converted BHP Existing Customer is located within the Excluded Area from CCN Acquisition, then the City shall compensate BHP for decertifying that customer and property from BHP's water CCN boundary and adding that area to the City's water CCN boundary, in the amount of (A) ONE HUNDRED FIFTY DOLLARS AND NO CENTS (\$150.00) per acre transferred, plus (B) an agreed value based upon the compensation factors contained in Texas Water Code § 13.254(g)(Vernon 2010). The City shall not make any payment to BHP under this Section 3(c)(ii) until: (A) the TCEQ issues a final and non-appealable order granting single CCN certification to the City to the requested area, and (B) BHP receives written consent from USDA-RD to the release of such area from BHP's CCN boundary, if applicable. BHP shall not protest any such CCN application.

(d) In the event a BHP Existing Customer converts into a customer that the City is entitled to serve under this Agreement, but refuses to transfer service to the City, BHP agrees to file an application at the TCEQ to decertify the portion of its water CCN that overlaps with that customer's property. Such application costs shall be paid by the City.

4. Conveyance of Real Property.

(a) The City agrees to sell, grant, and convey to BHP, and BHP hereby agrees to purchase from the City, all of the City's right, title, and interest in the Take-point Tract. The City

## Exhibit A

also agrees to grant BHP an easement to cross the City's remaining property to facilitate the connection to North Texas Municipal Water District and BHP's existing facilities; provided, however, that the City shall have the sole discretion to determine the location of such easement.

(b) In partial consideration for the sale of such Take-point Tract, BHP shall pay the City TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00) ("Take-point Tract Payment"), and this amount shall be used to reduce the Full Payment amount payable by the City to BHP hereunder.

(c) The transfer of ownership of the Take-point Tract ("Closing Date") shall occur no later than the later of: (i) thirty (30) calendar days after the TCEQ's order granting single certification to the City for the Initial CCN Acquisition Area becomes final and nonappealable, or (ii) BHP's receipt of written consent from USDA-RD to the release of the Initial CCN Acquisition Area from the collateral of the Loan, if applicable.

(d) BHP shall pay all closing costs, except that each Party shall be responsible for the payment of its own attorney's fees, copying expenses, and other costs incurred in connection with this transaction.

5. Plans and Specifications. Prior to BHP constructing any water utility facilities on the Take-point Tract or transporting water to or from the Take-point Tract, BHP shall provide the City with BHP's proposed plans and specifications for such facilities for approval. The City's scope of approval shall be limited to the geographical and topographical locations of such facilities. The City and BHP shall work together to ensure that such facilities do not interfere with the City's existing utility infrastructure or future utility infrastructure proposed in the City's current capital improvements plan. Within thirty (30) days of having received such proposed plans and specifications, the City shall conduct its review and either approve the plans and specifications or provide comments to BHP explaining why its approval has been withheld. BHP shall construct such water utility facilities in accordance with the scope of the City's review as identified above. It is BHP's obligation to provide the City with such plans and specifications. When BHP has completed constructing such water infrastructure, BHP shall make the final "as built" plans and specifications available to the City upon request.

6. Default. A non-breaching Party shall have the right, but not the obligation, to terminate this Agreement in the event that the non-breaching Party provides the breaching Party with written notice of a breach and such breach is not cured within thirty (30) days of delivery of such notice.

7. Termination. This Agreement shall terminate when: (i) the Initial CCN Acquisition Area is removed from BHP's water CCN boundaries and added to the City's water CCN boundaries; (ii) the City and BHP are dually certificated to all of the Subsequent CCN Acquisition Area; (iii) USDA-RD has approved all applications, if any, requesting approval to release the Initial CCN Acquisition Area and Subsequent CCN Acquisition Area from the collateral of the Loan; (iv) the Take-point Tract has been conveyed by the City to BHP; and (v) when BHP no longer has any retail water customers within the Initial CCN Acquisition Area or Subsequent CCN Acquisition Area.

## Exhibit A

8. Continuing Obligation. BHP shall not request TCEQ approval to decertify any portion of the Initial CCN Acquisition Boundary Area or Subsequent CCN Acquisition Boundary Area from the City's water CCN boundary without mutual consent of both Parties or as otherwise provided by law. The City shall not request TCEQ approval to decertify any portion of the remaining BHP CCN located to the east of the Subsequent CCN Acquisition Boundary without mutual consent of both parties or as otherwise provided by law.
9. Severability. The provisions of this Agreement are severable and, if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.
10. Amendment. Except as otherwise provided in this Agreement, this Agreement may be amended, modified or terminated only by written instrument executed by duly authorized representatives of the Parties.
11. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Constitution and law of the State of Texas, except as to matters exclusively controlled by the Constitution and Statutes of the United States of America.
12. Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall never be construed to confer any benefit to any third party.
13. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
14. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by the other Party, but no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other Party.

Exhibit A

14. Notices. All notices by the City to BHP shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

B H P Water Supply Corporation  
Attn: General Manager  
PO Box 370  
Royse City, Texas 75189

cc: Jackson Walker L.L.P.  
Attn: Ali Abazari  
100 Congress Ave., Ste. 1100  
Austin, Texas 78701

All notices by BHP to the City shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to:

City of Royse City  
Attn: City Manager  
100 Main Street  
Royse City, Texas 75189

cc: Lloyd Gosselink Rochelle & Townsend, P.C.  
Attn: Georgia N. Crump  
816 Congress Ave., Ste. 1900  
Austin, Texas 78701

Any notice or other communication required or permitted under this Agreement shall be deemed to be delivered when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt. Notice in any other manner shall be considered delivered if and when received by the other Party to be notified and acknowledged in writing by the Party to be notified. Either Party may change its address by giving written notice of such change to the other Party.

15. Successors and Assigns. This Agreement shall bind the Parties and their legal successors, but shall otherwise not be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

16. Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Rockwall County, Texas.

17. Multiple Originals. This Agreement shall be executed in a number of counterparts, each of which shall be for all purposes deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

Exhibit A

18. Attorney's Fees. Each Party to this Agreement shall be responsible for its own costs, including attorney's fees.
19. Effective Date. The Effective Date of this Agreement shall be the date that the last Party executes this Agreement, as set forth below by their signature.
20. Recitals. The above Recitals are true and correct and are incorporated into this Agreement for all purposes.
21. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
22. Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

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Exhibit A

Executed in multiple copies, each of which shall constitute an original, on the dates set forth below:

DATE: 4-5-2011

CITY OF ROYSE CITY, TEXAS

By: Bill Ship  
City Manager

ATTEST:

Brinda Craft  
City Secretary

[Seal]



DATE: 4-5-11

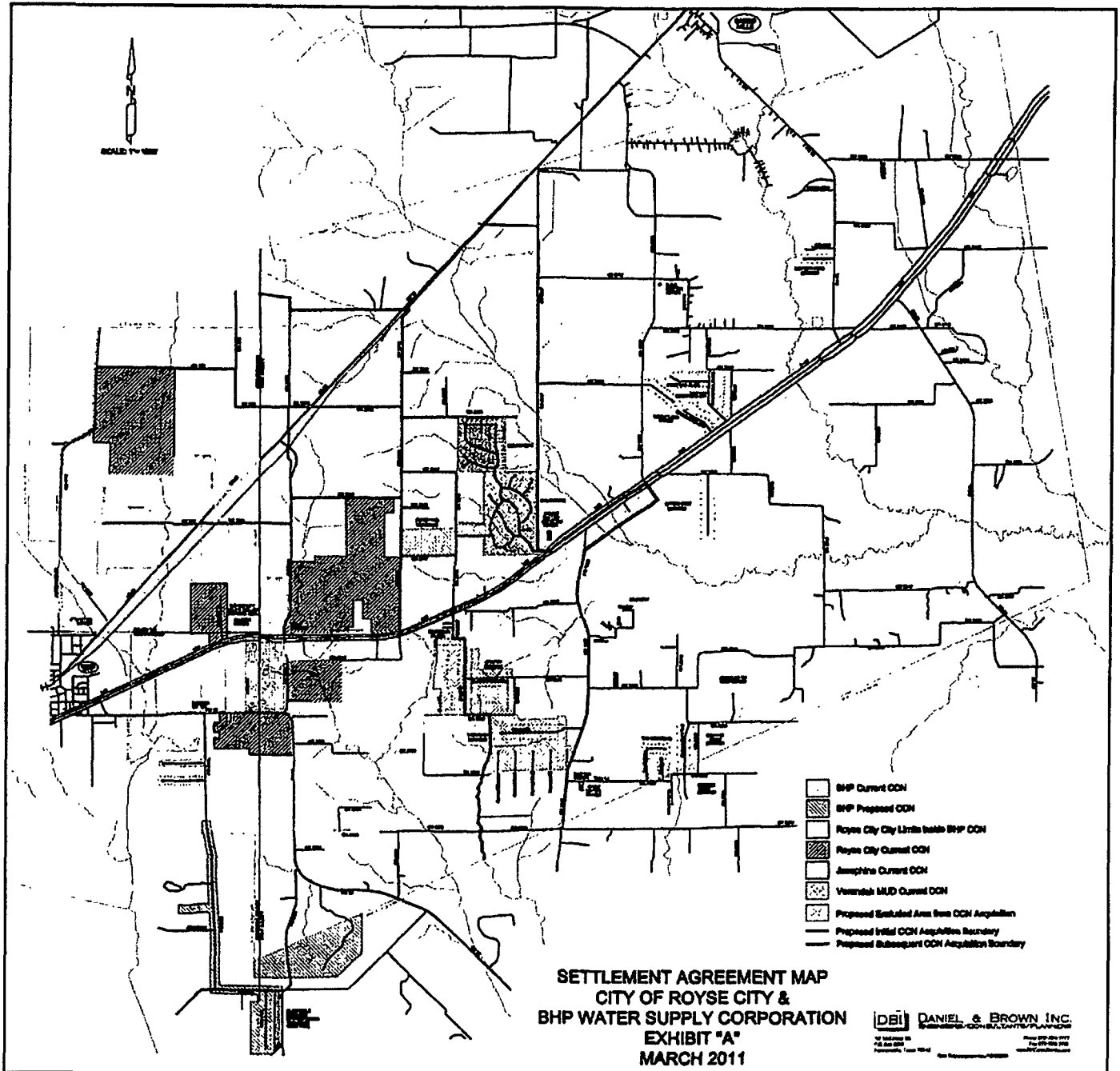
BHP WATER SUPPLY CORPORATION

By: L.W. Peoples  
President, Board of Directors

ATTEST:

[Signature]  
Secretary:

# Exhibit A





**NOTE:  
TRANSFER AREA SHOWN IS APPROXIMATE.  
EXACT BOUNDARY LOCATION TO BE DETERMINED.**

**SHEET 1 OF 1**

**PROPOSED TAKE-POINT SITE  
FOR  
BHP WATER SUPPLY CORPORATION  
COLLIN & HUNT COUNTIES, TEXAS**

**EXHIBIT "B"**

**DBI** **DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

116 McKinney St.  
P.O. Box 606  
Farmersville, Texas 75442

Phone 972-764-7777  
Fax 972-762-7721  
[www.DBIConsultants.com](http://www.DBIConsultants.com)

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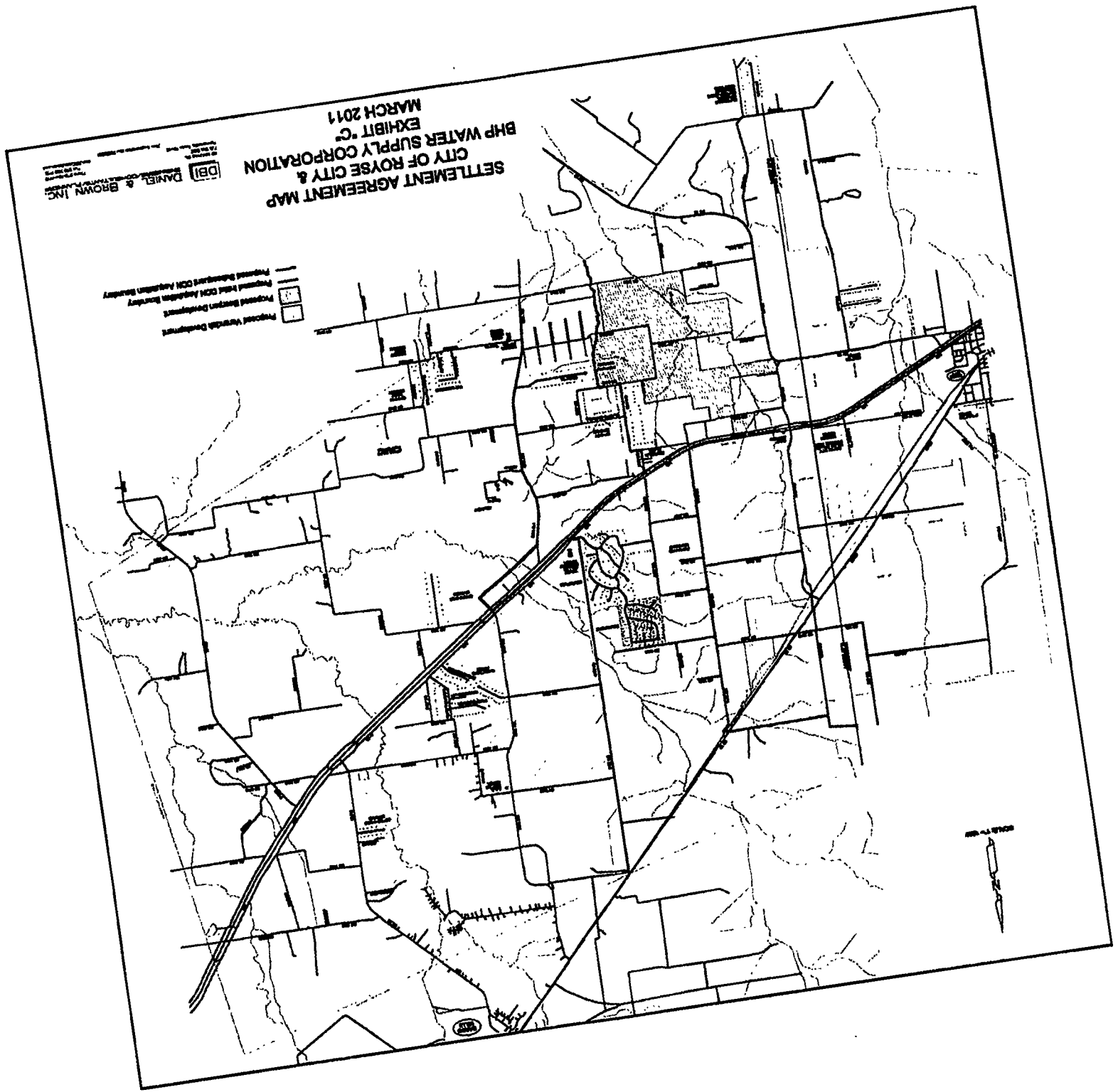


Exhibit A

Exhibit A

**Exhibit "D"**

BHP Water Supply Corporation - Existing Customers

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
1	1327	BEARPEN CREEK	4651 CR 2596 #4
2	1328	BEARPEN CREEK, LP	4665 CR 2596 #6
3	1329	BEARPEN CREEK, LP	4677 CR 2596
4	1250	MORENO, GUSTAVO	6080 CR 2597
5	1011	SHEFFIELD PROPERTIES	6108 CR 2597 #31
6	1046	VILLEGAS, JAVIER	6118 CR 2597
7	1010	SHEFFIELD PROPERTIES	6136 CR 2597 #29
8	945	SHEFFIELD LAND MANAGEMENT	6206 CR 2597
9	1185	LOZANO, DEYRA	6222 CR 2597
10	1004	SHEFFIELD PROPERTIES	6234 CR 2597 #26
11	990	SHEFFIELD	6242 CR 2597 #25
12	1078	YEPEZ, ALFREDO	6264 CR 2597 #24
13	1248	TRIPLE L MOBIL HOMES, LP	6268 CR 2597 #23
14	1136	POLAND, SHIRLEY	6280 CR 2597
15	1105	RUST, MIKE AND CYNTHIA	6302 CR 2597 #17
16	1073	SHEFFIELD PROPERTIES, INC.	6302 CR 2597 #20
17	1548	SHEFFIELD PROPERTIES, INC.	CR 2597 LOT 19
18	983	LEMONS, CONCEPCION	6308 CR 2597 #18
19	972	SHEFFIELD LAND MANAGEMENT	6344 CR 2597 #17
20	1059	SALINA, ORLANDO	6364B CR 2597
21	1058	VACANT	6364A CR 2597
22	1093	VALAZQUEZ, ALFONSO	6366 CR 2597 #15
23	1008	NAJERA, ALEX	6376 CR 2597
24	432	SHEFFIELD	6392 CR 2597
25	717	SHEFFIELD PROPERTIES	6404 CR 2597 #12
26	1060	SHEFFIELD PROPERTIES INC	6406 CR 2597 #11
27	973	SHEFFIELD LAND MANAGEMENT	6428 CR 2597 #10
28	1057	SHEFFIELD PROPERTIES INC	6442 CR 2597 #9
29	960	SHEFFIELD PROPERTY	6464 CR 2597
30	1301	SHEFFIELD PROPERTIES	6498 CR 2597
31	989	SOTO, ISABEL	6488 CR 2597 #6
32	1345	GORDON, DEAN	6536 CR 2597 #5
33	988	SHEFFIELD PROPERTIES	4712 CR 2596 #4
34	346	KUNDMUELLER, DAVID & AMBE	4740 CR 2596 #3
35	583	VACANT	4756 CR 2596 #2
36	604	ORTIZ, NATHAN	4778 CR 2597 #1
37	1330	BEARPIN CREEK, LP	4830 CR 2596 #55
38	1331	BEARPIN CREEK, LP	4824 CR 2596 #54
39	1332	BEARPIN CREEK, LP	4856 CR 2596 #53
40	292	HUAPERS	4645 PR 2505

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
41	293	HUAPERS	4659 PR 2505
42	294	HUAPERS	4677 PR 2505
43	295	HUAPERS	4699 PR 2505
44	296	HUAPERS	4701 PR 2505
45	297	HUAPERS	4706 PR 2505
46	298	HUAPERS	4698 PR 2505
47	299	HUAPERS	4678 PR 2505
48	300	HUAPERS	4664 PR 2505
49	301	HUAPERS	4652 PR 2505
50	302	HUAPERS	4645 PR 2503
51	1281	HAUPERS, BRUCE	LOT C2 CR 2503
52	304	HAUPERS	4675 PR 2503
53	305	HAUPERS	4689 PR 2502
54	306	HAUPERS	4717 PR 2503
55	307	HAUPERS	4731 PR 2503
56	308	HAUPERS	4708 PR 2503
57	309	HAUPERS	4692 PR 2503
58	310	HAUPERS	4660 PR 2503
59	311	HAUPERS	4654 PR 2503
60	312	HAUPERS	4648 PR 2503
61	1363	HAUPERS	6373 E I-30
62	1395	HAUPERS, BRUCE	6413 BLDG A/B I-30
63	1302	HAUPERS, ERIC	6373 I-30 #A
64	1194	HAUPERS, BRUCE	6515 I-30
65	1406	HAUPERS, BRUCE	6413 I-30 W
66	303	HAUPERS	6513 I-30 E
67	313	HOLMES, SAM	CR 2515
68	777	GRAY, DAVID	CR 2515 KENNEL
69	314	GRAY, DAVID	CR 2515 HOUSE
70	714	DELGREWCO, RANDY	5223 CR 2515
71	729	GONZALEZ, LAUREN	5245 CR 2515
72	315	DANIEL, LEONARD H	5293 CR 2515
73	316	GRAY, DAVID W	6641 I-30
74	317	ACTION, INC.	6723 I-30 W
75	318	McCALL, SHARON	6931 I-30
76	319	PHILLIPS, RHONDA #1	6957 I-30 W
77	994	PHILLIPS RHONDA #2	6961 I-30 VET
78	1083	VACANT	CORNER OF 2642 @ I-30
79	539	VACANT	700 S. FM 35
80	86	COMFORT CARE DENTAL	2763 FM 35
81	805	THOMAS SHELTON	2661 FM 35
82	325	CROWELL, BOBBY	FM35 @ FM 2453
83	326	BVMF PROPERTIES, LLC	126 FM 2453
84	327	CORNELIUS, JAMES	127 FM 2453

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
85	328	HASSENTEUFEL, JACK	2605 FM 35
86	710	MERRET, REX E.	205 FM 2453
87	329	HUNTER, JEFF	259 FM 2453
88	330	BOSTICK, JACK	281 FM 2453
89	767	VACANT	325 FM 2453
90	331	FUNDERBURK, BARBARA	371 FM 2453
91	332	ADAMS, CHRIS	403 FM 2453
92	852	WEBB, MICHEAL & SPAM	470 FM 2453
93	333	WOODS, TOMMY	510 FM 2453
94	334	SWINEY, ROYCE	535 FM 2453
95	161	KRIDER, MIKE	589 FM 2543
96	335	KRIDER, JENNY	587 FM 2543
97	336	KRIDER, WAYNE	623 FM 2453
98	753	KRIDER, WAYNE #2	625 FM 2543
99	337	WEBB, DARRELL W.	665 FM 2543
100	774	AKIRA, ISHIKAWA	846 FM 2543
101	856	STONE RIVER GOLF CLUB	846 FM 2543
102	1353	FROELICH, KIRK	860 FM 2543
103	1304	MAGNESS, DAVID	FM 2543 BARN
104	338	MAGNESS, DAVID	FM 2543 RENT HOUSE
105	339	CRENSHAW, JOHNNY	FM 2543
106	1512	CRENSHAW, JOHNNY & BETTY	1250 FM 2543
107	1195	MAGNESS, DAVID	1289 FM 2543 HOUSE
108	340	POOR, KEVIN & DELIA	1428 FM 2543
109	1431	HALLETT, TERESA	1498 FM 2543
110	595	HALLETT, DON	1498 FM 2543
111	343	ANDERSON, VIRGINIA	1517 FM 2543
112	344	MCCARROL, REBA	1739 FM 2543
113	863	HALLETT, DON	1784 FM 2543
114	345	HALLETT, DON & TERESA	FM 2543
115	348	HERNDON, NICK C.	1993 FM 2543
116	1179	CROWELL, BOBBY	2101 FM 2543
117	1121	HALLETT, TERESA	2060 FM 2543 BARN
118	368	ROSE, RICHARD	2116 FM 2543
119	722	KNIGHT, C.L. JR	2164 FM 2543
120	350	HAMM, DARREL	FM 2542
121	360	BAUGH, PAT	238 JOHNS LANE
122	359	WYDA, CHARLIE & PEGGY	386 JOHNS RD
123	839	MCCRARYM, JOHNNY	449 JOHNS ROAD
124	1290	OBERLECHNER, LANCE	478 JOHNS LANE
125	201	DRAPALIK, JOSEPH	526 JOHNS ROAD
126	351	MILLER, MIKE	2263 FM 2543
127	352	CRENSHAW, J.W.	FM 2543
128	353	HENDERSON, W.R. #2	2341 FM 2543

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
129	354	HENDERSON, W.R. #1	2389 FM 2543
130	355	WEST, DONALD RAY	2449 FM 2543
131	1508	WEST, DONALD & ELIZABETH	2443 FM 2543
132	356	WEST, DONALD RAY	2439 FM 2543
133	362	LOW, ROSS	2446 FM 2543
134	358	BOWN, TIM	2502 FM 2543
135	361	WHITE, J.D.	2592 FM 2543
136	363	LEMONS, JAMES A.	2622 FM 2543
137	364	NORRIS, MICHEAL & MELISSA	2623 FM 2543
138	365	MORAN, THOMAS	2668 FM 2543
139	366	BUCHANAN, DONALS	FARM FM 2543
140	367	PULLEN, MARY E.	FM 2543
141	163	HITTSON RANCH	2553 CRENSHAW W RD
142	369	DAWSON, DWAIN	182 BLOCKDALE
143	1105	DAWSON, DWAIN	300 BLCOKDALE RD
144	370	CROWELL REAL ESTATE	359 BLOCKDALE
145	1255	SANDERS, RANDALL	363 BLCOKDALE
146	1313	JAYROE, JACKIE & KATHY	401 BLCOKDALE
147	1138	SMITH, SHANE	7781 IRMA #2
148	1392	ELDER, ERIC & DENISE	7828 IRMA DRIVE #24
149	1180	BOLING, JULIE & KEVIN	7822 IRMA DR #25
150	1150	WALLACE, RENEE	7827 IRMA #4
151	1151	KENDZIERSKI, DAVID	7839 IRMA # 5
152	1152	KOLINKO, MIREK	7871 IRMA #6
153	1153	HOWERTON, MICHEAL	7893 IRMA #7
154	1155	WEAVER, JOE	7937 IRMA #9
155	1359	SCHWEDER, ROBERT & JAN	7915 IRMA #8
156	1156	HOLLIFIELD, DAVID OR KARI	7959 IRMA #10
157	1158	HOLLIFIELD, DUANE	7999 IRMA #12
158	1159	EBAUGH, MONA	8019 IRMA #13
159	1160	SULLIVAN, SCOTT	8027 IRMA #14
160	1161	MULANAX, DAVID & AIMEE	8015 IRMA #15
161	1163	SMITH, KAREN	8000 IRMA #16
162	1162	NAILLING, DONALD	7980 IRMA #17
163	1181	COOPER ELIZABETH ANN	7922 IMRA #20
164	1262	CHANCELOT, SHELLI	7898 IRMA #21
165	1190	WHITE, CHRIS	7892 IRMA #22
166	1191	DAHMER, JESSE	7870 IRMA #23
167	371	AUSTIN, JILL	5509 CR 2591
168	1114	CROWELL, NANCY	7754 CR 2584
169	372	DUNN, MEREDETH & JIM	5440 CR 2591
170	759	VAUGHN, DAVID #2	7765 CR 2584
171	373	VAUGHN, DAVID	7765 CR 2584
172	1456	BLAIR, MIKE & KIM	7999 CE 2584

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Initial CCN acquisition Area		
	Account Number	Customer Name
173	349	CALLAWAY, GARY
174	1253	NOUANESGENSY, DAO
175	375	NAVARRO, EFREN
176	347	CROWELL, ROBERT JOHN
177	376	CROWELL, BOBBY #3
178	1543	CROWELL S FISH CAMP
179	257	JONES, DEBBIE
180	197	PARTINGTON, BRIAN
181	378	ARNOLD, DAVID
182	377	CROWELL, SCOTT
183	784	CANTRELL, HOWARD
184	829	PARADIS, BRENDA
185	341	CROWELL, BOBBY #8
186	380	CANUP, JOE B.
187	398	MARALE, NICK B.
188	394	SAMPLEY, C.R.
189	933	LOPEZ-ROGINA, CHARLIE
190	397	EVANS, ETHEL
191	740	4252 LLC
192	106	WILKIE, JAMIE
193	396	MCCLUSKEY, ROBERT
194	395	KIRSKEY, JEFF
195	393	WYLIE, JARED
196	392	TUCKER, ROBERT
197	1542	SIKES, DESTINY
198	1561	FEDROCK, BILL & TRISH
199	391	WHITE, TERRY
200	390	CULP, JAMES W SR.
201	389	WOOD, KENNETH
202	1349	HATCHER, MIKE & KELLY
203	1108	GRIFFIN, BILLY C. #2
204	1067	GRIFFIN, BILLY C.
205	387	GRIFFIN, BILLY C.
206	649	GRIFFIN, BILLY
207	386	ASBILL, BOBBY
208	385	LEWIS, EDDY
209	384	BUNCH, DARRELL
210	718	FORY, DANIEL
211	382	LOVELESS, KENT #1
212	1026	LOVELESS, KENT #1
213	381	EASELY, JAMES
214	896	ROHDE, KEN
215	399	CHAMBERS, LAWRENCE
216	400	GARDNER, SANDRA

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
217	401	MAGNESS, DAVID	7402 FM 35 RENT HOUSE
218	620	JENKINS, LARRY	7366 FM 35
219	812	PAYNE, JERRY	5422 PR 2593
220	811	MONROE, JANA	5414 PR 2593
221	402	GARCIA, FRANK	5413 PR 2593
222	1351	DE LEON, JUAN & MARY	5362 PR 2593
223	403	DEAN, CARLA	5363 PR 2593
224	405	BAUMAN, JOHN	5346 PR 2593
225	404	HENSLEY, GEORGE W.	5331 PR 2593
226	406	PLANT, TWILA DUGGER	7363 FM 35
227	1249	SCARBROUGH, O.G.	7338 FM 35
228	451	NEVILL, LARRY & HELEN	7333 FM 35
229	407	AZIZ, ADEFI	5661 FM 2526
230	1053	BLACKWELL, RUSSEL	5633 CR 2526
231	1054	VACANT	5634 CR 2526
232	408	TABIRI, JOSE N.	5601 CR 2526
233	920	CORNEJO, ARTURO	5615 CR 2526
234	497	RIVERA, LUIS	5581 CR 2526
235	747	RILEY, JULIE	5560 CR 2526
236	411	MONTELONGO, ERVEY	5558 CR 2526
237	410	UMSTED, STEVE	5521 CR 2526
238	817	SCOTT, CASSI	5511 CR 2526
239	833	HULL, LUANNA	5483 CR 2526
240	413	BARKER, DANNY	5574 CR 2594
241	1347	VOLLHARDT, JOAN	5550 CR 2594
242	414	GRANBERRY, RAY	5492 CR 2594
243	415	REEVES, RANDAL	5472 CR 2594
244	416	GOODWIN, JOE	5462 CR 2594
245	1038	ALONZO, LEONARDO	5438 CR 2594
246	1308	MONTELONGO, CESARIA	CR 2594
247	417	VACANT	5404 CR 2594
248	418	HOWARD, HOWARD P	5423 CR 2594
249	419	AGUILLON, FABIAN	MARTYY LANE
250	835	VACANT	5376 CR 2594
251	420	DELGADO, HERMAN	5374 CR 2594
252	1509	PEREZ, AMBER	5395 CR 2594 MARTY LANE
253	421	SHEWMAKE, BOB	5359 CR 2594
254	733	PLEMMONS, MARK E.	5325 CR 2594
255	147	COOK JAMES	5310 CR 2594
256	423	PLEMMONS, L.D.	5307 CR 2594
257	707	PLEMMONS, BRENDA	5299 CR 2594
258	424	MADDOX, KENNETH P.	5451 CR 2526
259	425	STAFFORD, MARK	5437 CR 2526
260	1376	KENNEY, PAT	5437 CR 2526



Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
261	822	LOZANO, VIRGINIA	5428 CR 2526
262	427	ORCHARD, AMY	5416 CR 2526
263	1453	ORCHARD, JIM	5420 CR 2526
264	428	ORCHARD, AMY	5414 CR 2526
265	429	CHRISTMAN, LOIS	5382 CR 2526
266	430	ALLEN, GENE	5395 CR 2526
267	431	ATKINSON, BOBBIE CAROL	5373 CR 2526
268	732	RODRIGUEZ, VICENTE	5358 CR 2526
269	433	WILLIAMS, BENNY	5330 CR 2523
270	909	MEIS, DERRICK	5308 CR 2526
271	434	WATTS, DAVID	5323 CR 2526
272	435	ROBLES, WILEBALDO	5298 CR 2526
273	735	LANDWERMEYER, TODD	5285 CR 2526
274	437	VACANT	5246 CR 2526
275	438	HOLLOWAY, JERRY	5269 CR 2526
276	439	RODRIGUEZ, VICENTE	5241 CR 2526
277	1377	RODRIGUEZ, VICENTE	5241 CR 2526
278	739	DAVIS, COLLEEN	HC 2595
279	1400	DAVIS, COLLEEN & MICHAEL	5596 CR 2592
280	921	BIRKETT, RONNIE	5732 CR 2592
281	441	OLIVER, CHRISTIE	5666 CR 2526
282	836	TALLEY, CHARLES	7280 FM 35
283	1502	HUNT COUNT FARM BUREAU	7320 FM 35
284	442	TALLEY, CHARLES. #2	7300FM 35
285	443	MADDIN, DANNY	7301 FM 35
286	444	CROFTON, PHILLIP GREGORY	7252 FM 35
287	445	RAMPY, PAUL	7228 FM 35
288	446	RIDGE PARK DEVELOPMENT	7171 FM 35
289	711	CRAIG, SUSAN & STEPHEN	7025 FM 35
290	448	CONASTER, TIM & CANDIS	7010 DM 35
291	447	WEEKS, JERRY	6988 DM 35
292	449	DAFFRON, JAMES	6989 DM 35
293	450	HERNDON, JIMMY JOE	6367 DM 35
294	950	VACANT	7196 I-30 W
295	453	VACANT	5668 CR 2648
296	454	DELEON, LUCIANO	6024 FM 2642
297	756	MAHAN, FRED	6026 FM 2642
298	1112	RODDY, JAMES	6008 FM 2642
299	456	KNIGHT, JOHN	5901 FM 2642
300	785	ESTRADA, IMELDA	23724 CR 1031
301	457	ROSALES, ANDRES	23710 CR 1031
302	436	ROSALES, ANDRES	23664 CR 1031
303	904	STRAIT, MELINDA	10457 DH 66
304	458	HOUSER, TERY W.	CR 1031 TRAILER

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
305	459	HOUSER, KENNETH P	2201 E HWY 66
306	460	FIKES, LINDA	2024 HWY 66
307	1068	HICKS, BILLY	HWY 66
308	897	CALLAHAN, BONNIE	2024 HWY 66 CR 1031
309	929	MURPHREE, JIM JR	2000. E. HWY 66
310	461	ACOSTA, CORNELLO	2101 SH 66
311	462	ROWAN, JOHN	HWY 66
312	463	GILLILAND, GARY	1602 E MAIN / 1209 E HWY
313	466	HAVENS, JAMES	1210 E HWY 66
314	465	ALFAHEL, BACHAR	1122 SH 66
315	464	WATSON, FERRIS	1209 HWY 66
316	467	DONAHU, RICK	10322 HWY 66
317	796	WARDLAW, J.L	10385 HWY 66
318	468	MARTIN, PAMELA #2	6596 HWY 66
319	469	MARTIN, PAMELA #1	6596 HWY 66
320	470	JOSLIN, MELVIN J. #2	CR 2656
321	471	JOSLIN, MELVIN #1	5073 CR 2656
322	742	HOLCOMB, MAX	5044 CR2656
323	472	ANSLEY, TRACY	5390 CR 2658
324	473	VACANT	9765 CR 678
325	1350	CRISWELL COLLEGE	CR 678
326	633	FRAZIER, RANDY	9553 CR678
327	474	LOGSTON, MARK	9313 CR678
328	475	ORTIZ, ADAN & MONICA	9227 CR 678
329	477	PENNINGTON, LESLIE	9188 CR 678
330	476	GORDON, JOHN	9157 CR 678
331	1314	VASQUEZ, DOLOREZ	9141 CR 678
332	1091	TUGGLE, VENITA	CR 678
333	478	TUGGLE, VENITA	8870 CR 678
334	479	LITTLEFIELD, JAMES	8871 CR 678
335	828	HAMSHER, JOHN & HOANNE	4756 CR 2656
336	1258	POTEET, WAYNE	5041 CR 2656
337	170	REVILLA, ANDRES REYES	5307 CR 2658
338	1027	VACANT	5295 CR 2658
339	481	HEFFEL, LOTHAR & PATRICIA	5260 CR 2658
340	482	MALONE, F.D.	5178 CR 2658
341	720	VACANT	5150 CR 2658
342	483	VACANT	5152 CR 2658
343	484	VACANT	5124 CR 2658
344	969	ANSLEY, KENNETH	5116 CR 2658
345	486	SKY, WILLIAM & KATHY	4973 CR 2658
346	487	SMITH, REBECCA	4925 CR 2658
347	488	STRICKLAND, WELDON	4964 CR 2658
348	959	STRICKLAND, WELDON	4928 CR 2658

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
349	1066	STRICKLAND, WELDON L.	4926 CR 2658
350	1299	ROGERS, SUSAN	4913 CR 2658
351	1482	NYUGEN, LINDSEY	4847 CR 2658
352	1235	COMACHO, HECTOR	4855 CR 2658
353	489	HICKS, MANDY #1	4906 CR 2658
354	1184	JARED, BILLY	4982 CR 2648
355	491	VALLEJO, JUAN	6469 HWY 66
356	492	JOSLIN, JIMMY	6503 HWY 66
357	493	JOSLIN, JERRY	6515 HWY 66
358	496	MOTT, BRIAN	5341 CR 2656
359	1081	KRANZ, TREEN	5211 CR 2656
360	495	MOTT, BRIAN	5216 CR 2656
361	494	MOTT, BRIAN	5216 CR 2656
362	498	PINEDA, JOSE	5306 CR 2656
363	499	VALUGISTICS/BRISTLE GROUP	5303 CR 2656
364	1133	JAYAMPATHY, ASELA	FOREHAND MEADOWS
365	500	VACANT	I-30
366	501	MITCHELL, ADAM	6780 I-30 W
367	894	JACKSON, VICKI	6756 I-30 W
368	925	JACKSON, VICKI	6756 I-30 W
369	832	VACANT	6734 I-30 W
370	741	MITCHELL, ADAM	6722 I-30
371	788	MITCHELL, ADAM	6680 I-30
372	1254	VACANT	5722 CR 2648 #2
373	323	VACANT	5668 CR 2648
374	1210	NICHOLAS, DONALD	5636 CR 2648 #12
375	1496	MIRELES, RAUL & JEANETTE	5020 CR 2648
376	1237	GEOSITS, CHRIS	5628 CR 2648
377	1251	SINGLETON, ARTHUR	5616 CR 2648
378	1189	DAVIS, SALLY	5614 CR 2648
379	905	VACANT	5612 CR 2648
380	507	HENAGER, RON	5528 CR 2648
381	1115	HUNT, IRA	5538 CR 2648
382	96	VACANT	5520 CR 2648
383	1101	CORMIER, CASILDA	5518 CR 2648
384	1183	LIRA, ELSA	5514 CR 2648
385	1065	RAMIREZ, MARIO	5480 CR 2648
386	511	MILLER, ANITA D.	5618 CR 2646
387	1055	ABNEY, KATY	5442 CR 2648
388	1104	STOVER, JAMIE	5414 CR 2648
389	513	PALMER, VICKI	4760 PR 2649
390	514	CLAWSON, STEVE	4780 PR 2649
391	518	PEOPLES, DERYL	5268 CR 2648
392	522	VAN DYKE, SANDY	5176 CR 2648

Exhibit A

Initial CCN acquisition Area			
	Account Number	Customer Name	Service Address
393	523	WHITLOCK, THOMAS	5160 CR 2648
394	524	L&L MAINTENANCE	5104 CR 2648
395	1401	LOGSTON, ROBERT G.	5104 CR 2648
396	525	STEPHENS, JOHNNY	5100 CR 2648
397	541	WILLIAMS, CLOETTA	4984 CR 2648
398	544	HICKS, MANDY #2	4906 CR 2648
399	545	GIBSON, K.W.	4891 CR 2648
400	546	BEAZ, DOMINGO	4872 CR 2648
401	846	ORTA, RICHARD	4860 CR 2648
402	547	HOFFMAN, JOHN	4822 CR 2648
403	882	MYRICK, DANNY R	4778 CR 2648
404	1573	CILLEGAS, ARLENE	4704 CR 2648
405	1450	ROMAN, ROSENDO	4683 CR 2648
406	548	VINYARD, JEFF	4682 CR 2648
407	1031	HAUSER, MANUALA	4648 CR 2648
408	1032	HOFFMANN, LEOPOLD	4650 CR 2648

Exhibit A

Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
1	1365	I-30 BUSINESS PARK LTD	6107 I-30
2	1366	I-30 BUSINESS PARK LTD	6108 I-30
3	1367	I-30 BUSINESS PARK LTD	6109 I-30
4	1368	I-30 BUSINESS PARK LTD	6110 I-30
5	1369	I-30 BUSINESS PARK LTD	6111 I-30
6	1370	I-30 BUSINESS PARK LTD	6112 I-30
7	1371	I-30 BUSINESS PARK LTD	6113 I-30
8	1372	I-30 BUSINESS PARK LTD	6114 I-30
9	1242	I-30 BUSINESS PARK LTD	6107 I-30 #1
10	1243	I-30 BUSINESS PARK LTD	6107 I-30 #2
11	769	I-30 BUSINESS PARK LTD	6107 I-30 #3
12	778	I-30 BUSINESS PARK LTD	6107 I-30 #4
13	123	I-30 BUSINESS PARK LTD	6107 I-30 #5
14	1480	I-30 BUSINESS PARK LTD	6107 I-30 BLDG R (2509)
15	932	I-30 BUSINESS PARK LTD	6107 I-30 #6
16	1305	I-30 BUSINESS PARK LTD	6107 I-30 #7
17	175	HARDCASTLE, LONNY	5167 I-30 W
18	176	STARK, G.T.	5193 I-30 W
19	877	STEWART, JERRY	5217 I-30 W
20	177	MCLARRY, DANNY	5219 I-30 W
21	1126	MCLARRU, TONY	5221 I-30 W
22	181	ROMO, RICK #1	5740 FM 1565
23	182	ROMO, RICK #2	FM 1564
24	184	TURPIN, SCOTT A	FM 1565
25	188	HAMILTON, J.T.	4064 CR 2509
26	1564	POTOSKY, DONALD	4101 CR 2509
27	189	TURNER, KATHY	4101 CR 2509
28	72	LINDSEY, DANNY & PATTY	4153 CR 2509
29	191	WATSON, BILL #1	4203 CR 2509
30	7	BURKHART, LISA	4130 CR 2509
31	192	JOHN., WIGGINS	4198 CR 2509
32	190	BILL, WATSON	4205 CR 2509
33	193	ADA,S, FRED & SHEILA	4221 CR 2509
34	844	GREEN, ROBERT & LYNTHIA	4236 CR 2509
35	167	HARDY, RICHARD	4243 CR 2509
36	165	POTOSKY, DON & DONNA	4266 CR 2509
37	731	PRICE, MATTHEW	4285 CR 2509
38	196	WILLIAMS, JAMES & STACIE	4285 RC 2509
39	996	ANDERSON, KEITH	4296 CR 2509
40	799	VACANT	4296 CR 2509
41	985	DAWSON, IVAN	4317 CR 2509
42	770	SHERMAN, BARRETT	4305 CR 2509
43	198	ZIMMERMAN, CAROLYN	4332 CR 2509
44	199	HARGROVE, RACHEL	4334 CR 2509

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
45	203	OWENS, LAVADA	4475 CR 2509
46	204	FERGUS, THOMES	4495 CR 2509
47	928	KILMER, SHAUN,	4583 CR 2509
48	1193	KERSEY, SHERRY	6088FM 1565
49	277	VACANT	6959 FM 1565
50	278	WOODY, LEONARD	COMBINATION 5858
51	279	WOODY, HOMER	GATE ON 2526
52	1568	WOODY, STEVE	4831 CR 2526
53	280	WOODY, STEVE	GATE 2326
54	728	OATES. PAULETTE	FM 1565 S
55	688	ARMBRUSTER, CHARLES	FM 1565
56	275	PAINTER, R.A.	6896 FM 1565
57	275	PIRTLE, BUCK TINA	6852 FM 1565
58	749	OATES, JASON	4544 CR 2595 (FM 1565 S)
59	259	KENT, WILLIAM	1017 HARVEST HILL CIR
60	238	MORRISON, JACK	1021 HARVEST HILL CIR
61	187	DEWEESE, PHILLIP & JULIE	1051 HARVEST HILL CIR
62	2	PATTERSON, JAMES & PENNY	1055 HARVEST HILL CIR
63	1407	BLACK, FRANK	1085 HARVEST HILL CIR
64	1416	LABATE, DONNA	1087 HARVEST HILL CIR
65	269	GASH, ROBERT	6706 FM 1565
66	1417	NICHOLL, CARL	1115 HARVEST HILL CIR
67	1418	RICHTER, NICHOLAS	1116 HARVEST HILL CIR
68	1419	MULLINS, CHARLES & LANDONN	1088 HARVEST HILL CIR
69	1420	WILSON, SHARI	1086 HARVEST HILL CIR
70	1421	MCCASLIN, CHARLES	1054 HARVEST HILL CIR
71	1422	CARTER, MATT	1052 HARVEST HILL CIR
72	1423	WHAPLES, MICHEAL	1020 HARVEST HILL CIR
73	1424	KERSHNER, DOUG	1018 HARVEST HILL CIR
74	1487	MCGATH, TERREL	2017 HARVEST KNOLL CIR #1
75	1510	VACANT	2018 HARVEST KNOLL #28
76	1491	SHIGLEY, STEPHEN & SARAH	2021 HARVEST KNOLL CIR 16
77	1139	MCAFFEE. CHRIS & KIM	2051 HARVEST KNOLL CIR
78	1538	SEALS, RICHARD J.	2020 HARVEST KNOLL
79	858	BOLDEN, ROBERT	6678 FM 1565
80	919	FETTY, HAROLD (III)	6770 FM 1565
81	987	FOWLER, MATTHEW	6772 FM 1565
82	855	HUMPHRIES, BILLY	6774 FM 1565
83	1287	VACANT	6650 FM 1565
84	122	LITTLEJOHN, BECKY	6616 FM 1565
85	119	SNOW, MATT	6590 FM 1565
86	1373	PROCK, JAN	4503 MARIAN LANE
87	1079	JACKSON, DONALD VAN	4478 MARIAN LANE
88	618	RUIZ, CHEVEZ ERNEST	4542 MARIAN LANE

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
89	1425	CAVAZOS, SANJUANA	4554 MARIAN LANE
90	535	SMITH, JERRY & CINDY	4549 MARIAN LANE
91	596	ANDERSON, JENNIFER	4561 MARIAN LANE
92	1015	HOUGHTON, KEVEN	4583 MARIAN LANE
93	1398	BETHUNE, SHANE	4614 MARIAN LANE #23
94	1071	PRICE, ROGER	4621 MARIAN LANE
95	1386	PEARSON, JIM & SUSAN	4645 MARIAN LANE
96	173	MORENO, EFRAIN	4651 MARIAN LANE
97	504	MCCOY, JENNIE	4644 MARIAN LANE
98	584	TAYLOR, THOMAS ROYSE	4680 MARIAN LANE
99	65	KIMBER, SANDRA	4679 MARIAN LANE
100	169	THOMPSON, MARYANNE	4750 MARIAN LANE
101	422	MARTINEZ, JOSE A.	4726 MARIAN LANE
102	664	AUSTIN, DOUG & CANDY	4723 MARIAN LANE
103	664	AUSTIN, DOUG & CANDY	4723 MARIAN LANE
104	291	FUNK, VALORIE, & RENE	4729 MARIAN LANE
105	409	DOUGHTY, RICHARD	4753 MARIAN LANE
106	804	PETERSON, BRENDA	4742 MARIAN LANE
107	412	KELLAM, TOM	4767 MARIAN LANE
108	898	LOPEZ, BALDOMERO,	4803 MARIAN LANE
109	607	ORTIZ, RUBEN	4784 MARIAN LANE
110	1346	EASLEY, JEFFREY	4816 MARIAN LANE
111	39	WHITE, LILA	LOT #30 MARIAN LANE
112	374	REEDER, KENNY	4832 MARIAN LANE
113	1014	SILVA, MAXIMO	4842 MARIAN LANE
114	803	HERNANDEZ, PEDRO	4852 MARIAN LANE
115	4061	PECINA, ARTURO	4853 MARIAN LANE
116	751	SHANNON, DANNY	4827 MARIAN LANE
117	808	COLBERT, DONALD	6508 FM 1565
118	1099	CULLUPHER, LINDA	6508 FM 1565 BY DAUGHT
119	831	DOMINGUES, RAUL	6478 FM 1565 S
120	819	STINSON, TRUDI	6464 FM 1565
121	1082	CAMBELL, BARRY	6442 FM 1565
122	818	BOYETT, JOSEPH	6390 FM 1565
123	1540	TATUM, MELINDA	6374 FM 1565
124	1541	HILTON, WOODIE	6376 FM 1565
125	857	WILLIAMS, ALTON	3979 CR 2596
126	1125	VACANT	3928 CR 2596 #0
127	886	LUTTLRELL, MARY JANE	3956 CR 2596
128	900	CROWELL REAL ESTATE	3974 CR 2596
129	888	MUNOZ, YESENIA	4016 CR 2596 #4
130	916	BUCHANAN, JEFFREY	4041 CR 2596
131	915	WOOSLEY, HAROLD	4043 CR 2596
132	908	CROWELL REAL ESTATE	4038 CR 2596

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
133	885	CROWELL REAL ESTATE	4060 CR 2596 #6
134	901	THOMPSON, JULIUS	4078 CR 2596
135	1134	WOOSLEY BRADEN	4097 CR 2596
136	889	RAVELO, GILBERT	4122 CR 2596
137	910	MILES, LACY J.	4144 CR 2596
138	911	VACANT	4174 CR 2596
139	912	BLACK, GARY & NANCY	4190 CR 2596
140	924	GIBBS, CURTIS	4177 CR 2596
141	890	DEVEREAUX, DOUG & JAMIE	4206 CR 2596
142	143	WEISS, LAURA & JERRY	4220 CR 2596
143	891	CROWELL REAL ESTATE	4252 CR 2596
144	903	HOBBS, LAURA	4260 CR 2596
145	930	BOWERS, MICHAEL	4278 CR 2596
146	931	BREWER, LLOYD & BRENDA	4284 CR 2596
147	922	FIELDS, JIMMIE	4304 CR 2596
148	937	CROWELL REAL ESTATE	4322 CR 2596
149	935	PORTILLO, JOANNA	4340 CR 2596
150	1034	CROWELL REAL ESTATE	4366 CR 2596
151	1503	BARNES, CHRIS	4382 CR 2596
152	1503	BARNES, CHRIS	4382 CR 2596
153	506	MARTINEZ, DENISE	4387 CR 2596
154	962	VACANT	4418 CR 2596
155	1388	MCCARTY, MICHAEL & PAULA	4510 CR 2596
156	1356	NUNEZ, GUSTAVO	4539 CR 2596
157	907	RAGSDALE, MIKE	4516 CR 2596 #11
158	1483	PHILLIPS, BRANDON	4542 CR 2596 #10
159	1146	ATKINS, JOSEPH & DOROTHY	4546 CR 2596 #9
160	1145	BRYANT, DON & NORMA	4560 CR 2596 #8
161	1144	VACANT	4622 CR 2596 #7
162	913	ROJAS, ROSA & RIGOBERTO	4268 CR 2596 GCC
163	1551	LYNN, KARA	4390 GLADYS CC
164	993	WHITE, JOHN	4444 GLADYS CC
165	1493	ESQUIREL, JUAN & ESLA	4404 GLADYS CC
166	941	BROWN, ROGER	4372 GLADYS CC
167	980	CROWELL REAL ESTATE	4383 GLADYS CC
168	999	VACANT	4399 GLADYS CC #51
169	1029	CROWELL REAL ESTATE	4415 GLADYS CC
170	1013	COLLINSWORTH, RICKY	4433 GLADYS CC
171	1003	DOSS, CLIFFORD	4466 GLADYS CC
172	165	GREEN, RENTH & JODEE	4480 GLADYS CC
173	979	MILTON, AUBRY	4465 GLADYS CC
174	1037	REYNOLDS, JACK	4485 GLADYS CC
175	1009	BOWERS, JANET	4504 GLADYS CC
176	978	CROWELL REAL ESTATE	3998 CR 2596



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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
177	1056	ESPINOZA, MARTIN	6381 CR 2597
178	1143	DONALDSON, MARTHA REGINA	6541 CR 2597 #6
179	1481	BIRTCIEL, TERRI	6523 CR 2597 #5
180	1141	MCCURDY, SHANE	6509 CR 2597
181	1140	CROWELL REAL ESTATE	6493 CR 2597 #3
182	1211	CROWELL REAL ESTATE	6471 CR 2597
183	1435	VACANT	6479 CR 2597
184	918	CROWELL REAL ESTATE	6451 CR 2597
185	1092	ESPINOZA, ROSEBELL	6435 CR 2597
186	923	VACANT	6417 CR 2597
187	801	MOARREZ, OSCAR	6399 CR 2597
188	485	BENTLEY, KIM	4528 GLADYS CC
189	1102	CROWELL REAL ESTATE	6327 CR 2597
190	943	HAAR, JEANIE	6311 CR 2597
191	972	KOCH, CARL & DELORES	6293 CR 2597 #39
192	1045	HENDERSON, WENDY	6257 CR 2597
193	1122	AMARAL, KIMBERLY	6245 CR 2597
194	1123	HARRIS, TERESA & JAMES	6233 CR 2597
195	1300	WHITE, AARON	6217 CR 2597
196	1429	HRNACK, DARYL	6181 CR 2597
197	1006	SHEFFIELD PROPERTY	6053 CR 2597 #33
198	1103	RING, DAVID	6169 CR 2597
199	940	CRUZ, ANGELICA	6275 CR 2597 #40
200	9950	RING, LINDA	6155 CR 2597
201	281	SLUNAKER, MRS. M.J.	5561 I-30 W
202	282	CASTILLO, JOSE & BENITA	5625 I-30 W
203	283	DAY, JOE #8	2836 CR 2296
204	284	DAY JOE #5	5635 I-30 W
205	285	TOWER 98 LLC	5647 I-30 W
206	286	DAY, JOE #2	5655 I-30 W
207	287	TURPIN, SCOTT A	5789 I-30 W
208	288	TURPIN, SCOTT A	5855 I-30 W
209	289	SICARD, ROBERT	5957 I-30 W
210	1430	RIVERA, SANTIAGO	6027 I-30 E BLDG A
211	1504	RIVERA, SANTIAGO	6027 I-30 E BLDG B
212	1513	J & J SOLUTIONS	6027 I-30 E BDLG C
213	290	ALLEN, THAD	6039 I-30 W
214	1025	DBA AUTO RECOVERY BUREAU	6053 I-30 W
215	178	BARSOUM, GABRIEL	6079 I-30 W
216	502	TITTLE, DENNIS	5885 CR 2648
217	503	VACANT	5777 CR 2648
218	1460	MCCORD, RONNIE & RUBY	5735 CR 2648
219	1499	DEBRUYCKER, ALLISON	5679 CR 2648
220	1572	VEGA, MELISSA	5705 CR 2648

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
221	1516	WELLS, CAROLYN SUE	5699 CR 2648
222	1127	MOORE, RON	5659 CR 2648
223	1455	MOORE, RON#2	5659 CR 2648
224	815	EUBANKS, ERNIE	5625 CR 2648 #5
225	827	GARCIA, RAMON	5615 CR 2648 #4
226	505	VACANT	5615 CR 2648
227	879	SIMS, SHAWN	5585 CR 2648 #3
228	1209	ROBINSON, WADE	5545 CR 2648
229	814	MEZA, SANTIAGO	5559 CR 2648 #2
230	914	CROUCH, CHARLIE & BARBARA	5525 CR 2648 #1
231	508	MCKENZIE, VICTORIA	5507 CR 2648
232	1100	QUIROZ, JULIO	5509 CR 2648
233	810	QUIROZ, AIDE & LUIS ROCHA	5509 CR 2648
234	509	ESPINOZA, MARCOS	5495 CR 2648
235	510	JACKSON, RANDY & PAM	5487 CR 2648
236	719	PALMER, JAMES	4723 CR 2648
237	512	MUNOZ, ELOY	5413 CR 2648
238	861	GATES, SUSAN	5403 CR 2648
239	872	TERRAL, ZOE	5395 CR 2648
240	515	TOLBERT, GERALD	5333 CR 2648
241	516	MCWHORTER, GERALD	5313 CR 2648
242	517	HAYES, DANIEL	5303 CR 2648
243	519	VACANT	5275 CR 2648 HOUSE
244	520	VACANT	5275 CR 2648 BARN
245	1107	HERNANDEZ, RAMON	5036 CR 2660
246	526	MILLER, ANDREW	4923 CR 2662
247	1132	JOSLIN, GERGGORY S.	4902 CR 2662
248	1550	TORRES, ISIDRO	4894 CR 2662
249	528	MACCALLUM, WILLIAM	4852 CR 2662
250	529	MIMS, BOBBY	4863 CR 2662
251	530	MARTIN ,DORSEY #1	4806 CR 2662
252	531	VACANT	4795 CR 2662
253	532	SCARBROUGH, JUSTY	4820 CR 2662
254	1531	GREEN, JUDY	4788 CR 2662
255	533	VACANT	4757 CR 2662
256	1186	MARTIN, MITCH	BARN - 2662
257	860	ALVAREZ, BENJAMIN	4759 CR 2662
258	906	MORDECAI, MARK	4956 CR 2660
259	536	DIX, DARREL	4856 CR 2660
260	537	WILSON, JIMMY	4858 CR 2660
261	540	RUFF, DANNY	4828 CR 2660
262	538	DABBS, SUSAN	4762 CR 2660 RC-8000
263	1358	DABBS, SUSAN	4762 CR 2660
264	1311	CAMPBELL, STEPHEN	4684 CR 2660

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
265	1391	KAHN, MOHAMMED ZAMAN	4442 CR 2660
266	542	ANDERSON, GLORIA	VACANT LOT
267	543	LONG, BRIAN D	4915 CR 2648
268	95	MCCORSTIN, RANDAL	4753 CR 2661 RENTAL
269	549	ROSS, GLADY B & ROBERT	4753 CR 2661
270	550	ARIA, JULIO P	4726 CR 2661
271	552	POOR, HOLLIE	4700 CR 2661
272	1405	POOR, WILLIAM	4690 CR 2661
273	551	MARTIN, GAYLON,	4695 CR 2661
274	534	MARTIN, LEVI	4695 CR 2661
275	553	REYNOLDS, ARACELI	4747 CR 2648
276	554	CHEEK, DON	4725 CR 2648
277	555	ROMAN, SUSANO	4683 CR 2618
278	556	ROMAN, MANUEL & MARIA	4669 CR 2648
279	997	TRIMBLE, GARY	4647 CR 2648
280	557	ADAMCEWICZ, KATHERINE	4607 CR 2648
281	1245	STRAIT, RANDY	4591 CR 2648
282	1402	DAFFRON, BRANDON & DEANN	4539 CR 2648
283	868	SHEFFIELD PROPERTY	4816 CR 2647 #6
284	558	ALLEN, ROBERTS #2	4795 CR 2647
285	977	SHEFFIELD - LAND MGMT	4796 CR 2647 #8
286	1312	CARRISALEZ, JOSE	4794 CR 2647
287	847	DOUGHTY, STEPHEN & PENNY	4800 CR 2647 #7
288	559	ALLEN, ROBERTS #1	4795 CR 2647
289	866	TORRES-ARD, RITA	4790 CR 2647
290	830	FORREST, R.S.	4774 CR 2647 LOT 11
291	869	BIRD, DONALD R	4758 CR 2647
292	850	ROMO, HILARIA & MARIA	4740 CR 2647 #13
293	560	PRESTON, PAUL D	4745 CR 2647
294	1309	SHEFFIELD PROPERTY	LOT 14 FOREHAND
295	853	SHEFFIELD PROPERTY	4722 CR 2647
296	792	MCDANIEL, ELVIS	4725 CR 2647
297	864	SHEFFIELD PROPERTY	4616 CR 2647 #17
298	1098	MONTONGO, CHRISTINA	4690 CR 2647
299	867	CASTILLO MARIA	4670 CR 2647 #19
300	1385	TORRES, CARMEN	4670 CR 2647
301	865	SHEFFIELD PROPERTY	4666 CR 2647 #21
302	20	MATA, MAURI	4661 CR 2647
303	854	FIELDS, JIMMIE D.	4660 CR 2647
304	848	HERNANDEZ, MARIA	4646 CR 2646
305	563	CATHEY, JOHN	5803 CR 2646
306	821	ALMOND, JONATHAN	5772 CR 2646
307	1498	ROSAS, CONCEPCION JR	5771 CR 2646
308	851	RICHARDSON, TRACIE	5760 CR 2646

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
309	1282	SHEFFIELD PROPERTIES INC	5728 CR 2646 #27
310	1569	MARTINEZ, AGUSTIN	5735 CR 2646
311	849	FERGUSON, ELIZABETH	5700 CR 2646
312	820	VACANT	5678 CR 2646
313	562	DAMRON, JOHN W.	5622 CR 2646 #24
314	1229	BARAJAS, MANUEL	5654 CR 2646
315	1207	MILLER, JOHN	5616 CR 2646 NEXT TO DAMR
316	816	VACANT	5611 CR 2646
317	239	VACANT	5611 CR 2646 #11
318	1264	BLAGG JIM D.	5571 CR 2646
319	883	BRINKLY, BOBBY	5476 CR 2646
320	1075	JACKSON GARY T.	5425 CR 2646
321	862	GOETHALS, RONALD R	5491 CR 2646
322	876	BELL, GARRY	5350 CR 2646
323	571	RAGSDALE, MARK	5308 CR 2646
324	1137	SNODGRASS, JAMES W	5284 CR 2646
325	521	MUNOZ, ERNESTO	5252 CR 2646
326	1348	CAPP, MICHAEL & CHERYL	5262 CR 2646
327	565	MILLER, CLAY	5843 CR 2646
328	564	TUBB, GARY & AMI	5856 CR 2646
329	566	GRAY, GERALD	5889 CR 2646
330	1389	GRAY, MICHAEL	5887 CR 2646
331	622	KURTZ, GARY	5910 CR 2646
332	567	DALE, GLENDA	5940 CR 2646
333	657	ARAMBUL, JUAN	5963 CR 2646
334	568	ERVIN, GERALD	5956 CR 2646
335	570	SPENCE, RUSSEL	5976 CR 2646
336	569	VACANT	5996 CR 2646
337	859	BLOODSWORTH, M WINDELL	6031 CR 2646
338	490	CROWELL REAL ESTATE	6162 I-30 W
339	781	MCELROY, ERIC	6160 I-30 W
340	572	DANIALS, NANCY	6138 I-30 W
341	357	BERNAL, KARLA	6188 I-30 W
342	1452	BERNAL, KARLA	6204 I-30 W
343	573	THURMAN, JO	6116 I-30 W
344	574	PAINTER, COREY	6124 I-30 W
345	575	THURMAN, JO	6112 I-30 W
346	576	FOX, SAMMY	6072 I-30 TRADING VILLAGE
347	1033	FOX, SAMMY	6074 I-30 TRADING VILLAGE
348	1109	FOX, SAMMY	6068 I-30 W
349	1192	FOX, SAMMY	6070 I-30 W
350	1110	FOX, SAMMY	6066 I-30 W
351	578	PAINTER, LLOYD	6004 I-30 W
352	1479	KENNEDY, BENNY	6006 I-30 W

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
353	1465	KENNEDY, BENNY	6006 I-30 W
354	1466	LAY, JAMES & RUBY	6048 I-30 W
355	579	PEOPLES, OTHA GENE #2	5928 I-30 W
356	580	PEOPLES, OTHA GENE #1	5928 I-30 W
357	581	KIPPLES, LAUREL	5906 I-30 W
358	582	PEOPLE G.W.	5842 I-30 W
359	1097	MITCHELL, ADAM	5822 SOUTHFORD DR.
360	9660	AIMAN, NORMAN	5794 SOUTHFORD DR.
361	953	GOESITS, CHRIS	5789 SOUTHFORD DR.
362	956	SMALLWOOD, ROBERT	5767 SOUTHFORD DR.
363	1018	HUNTER, CHARLES	5766 SOUTHFORD DR.
364	1244	MIZELLON HAIR DESIGN	HAIR 5766 SOUTHFORD DR.
365	954	SANCHEZ, RICARDO & KENIA	5750 SOUTHFORD DR.
366	955	YEAKLEY, TIM	5744 SOUTHFORD DR.
367	1090	WHITEHAED, STEVE	4185 LUCY CIRCLE
368	1131	STARRETT, TERRY D	4188 LUCY CIRCLE
369	1203	CONLEY, DEBORAH	4163 LUCY CIRCLE
370	1257	BYMER, EDNA D	4180 LUCY CIRCLE
371	1276	ELLIOT, ALVIN	4157 LUCY CIRCLE
372	1277	MARTIN, ROBERT	4158 LUCY CIRCLE
373	1271	GENTRY, RICKY	4143 LUCY CIRCLE
374	1204	MARLOWE, ADAM	4144 LUCY CIRCLE
375	1241	PINTO, AMY	5598 SFD NORTH
376	1267	DAY, MAKE & BETSY	5530 JR DRIVE
377	1265	LASWELL, JACK A	5531 JR DRIVE
378	1157	GOINS, MICHAEL & DENISE	5502 JR DRIVE
379	1383	PAONESSA, JOHN	5515 JR DRIVE
380	1293	BEST, FRASER	5495 JR DRIVE
381	1303	WASHBURN, JOHN	5449 JR DRIVE
382	1434	CORNELIUS, KEVIN & JILL	5442 JR DRIVE #11
383	1278	MORRIS, DAVID	5408 JR DRIVE
384	1294	RICHARDSON, MARK	5370 GARY COURT
385	1439	NIEMEYER, JANICE	5361 GARY COURT
386	1291	GREEN, PHILLIP & DANA	5362 GARY COURT #26
387	1355	HENDERSON, WYLIE C	5395 GARY COURT
388	324	RUSSELL, E DENNIS & PAT	5354 GARY COURT
389	1335	KIERNAN, DAN	5337 GARY COURT
390	1147	BELK, ALAN	5338V
391	1444	TYRE, KATHLEEN	5323 GARY COURT, LT 19 III
392	1334	GONZALES, DAVID	5324 GARY COURT
393	1292	DAWS, KELLY & TERESA	5384 JR DRIVE #9
394	1441	WELCH, RONNIE	5376 JR DRIVE
395	322	KONKEL, KIMBERLY	5247 MISS ELLIE COURT
396	1336	CANTU, BALVINDER	5246 MISS ELLIE COURT

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Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
397	1289	BEAUMONT, CHRISTALLE	5225 MISS ELLIE COURT
398	1272	PERRY, DAVID	5224 MISS ELLIE COURT
399	1148	CARPENTER, KEN& TONIA	5205 MISS ELLIE COURT
400	1279	NORTON, VICKIE	5206 MISS ELLIE COURT
401	1270	POTTS, MICHEAL	5235 JR COURT
402	1268	EVANS, HAROLD	5244 JR COURT
403	1261	CASH, J.L.	5224 JR COURT
404	1266	ALLEN, DAVID	5223 JR COURT
405	1307	COULTER, KENNA	5201 JR COURT
406	1177	MILLER, NANCY	5202 JR COURT
407	1525	ALLEN, KEVIN	5200 JR COURT
408	1344	MCGEHEE, A.C.	5191 JR COURT
409	1469	BOND, JESSICA	5173 JR COURT
410	1464	CAMPBELL, DACY	5151 JR COURT
411	1226	WOOTEN, BERRY	5143 JR COURT
412	1380	BIEHLER, BEELIE	5135 JR COURT
413	1183	WILLIS, AARON	5123 JR COURT
414	1530	RENFRO & BICKEL	5122 JR COURT
415	1154	LUCAS, CHRISTINE	5101 JR COURT
416	1490	MCCAGHN, DEBORAH	5088 JR COURT
417	1529	LOWE, ROBERT	5100 JR COURT
418	1566	RATLIFF, ROGER	5087 JR COURT
419	1360	ALCORN, MEGHAN	5076 JR COURT
420	1404	SMITH, BRIAN	5075 JR COURT
421	1459	WILLIAMS, JIM	5063 JR COURT
422	1394	RIGGS, VINCENT & NANCY	5062 JR COURT
423	1475	GATEWOOD, CHRISTOPHER	5047 JR COURT
424	1357	DANGEL, MEGAN	5042 JR COURT
425	1375	MCCOY, DENNIS	5037 JR COURT
426	1428	WESTERMAN, BRUCE	5033 JR COURT
427	1379	PANOS,SUSAN & STEPHEN	5027 JR COURT
428	1364	BLAKELEY, JIMMY	5021 JR COURT
429	1164	BURROUGHS, JULIE	5017 JR COURT
430	1567	PERRY, PATRICK	4419 JOCK EWING #64
431	1468	WHITE, NICK	4410 JOCK EWING DRIVE #68
432	1559	PRR, DEVELOPMENT	4411 JOCK EWING CIR #65
433	1539	MCCALLUM, JOSHUA	5001 JR COURT
434	1474	JOHNSON, JAMES	4906 JR COURT
435	1553	BRIDGEWATER, JOSHUA	4907 JR COURT
436	1470	WILSON, HEATH	4925 JR COURT
437	1501	LAYER, CHARLES	4926 JR COURT
438	1488	PRICE, DALE	4943 JR COURT
439	1570	PRR, DEVELOPMENT	4973 JR COURT
440	1284	CHRISTY, MICHELLE	4989 JR COURT

Exhibit A

Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
441	1515	CARSON, DARRELL	4961 JR COURT
442	1528	HACKNEY, BRYAN TODD	4955 JR COURT
443	1533	MELOTT, AMANDA	4951 JR COURT
444	1548	FORD, RICHARD	4950 JR COURT
445	1414	MURPHY, DAVY	4901 JR COURT
446	1545	GRAZER, SCOTT	4852 JR COURT
447	1518	SMITH, RODNEY	4857 JR COURT
448	1484	CHAFFEE, TOM & CHARLENE	4892 JR COURT
449	1544	SNARR, DAVID C	4848 JR COURT
450	1560	CAPANNELLI, EDWARD	4836 JR COURT
451	1507	ANDERSON, CHERYL	4837 JR COURT
452	1532	CULOTTA, AJ & DEEDEE	4833 JR COURT
453	1521	MARTINEZ, RAY & CARMEL	4829 JR COURT
454	1526	HOLT, WILLIAM	4823 JR COURT
455	1485	MONTGOMERY, BETTY	4870 JR COURT
456	1562	JOHNSON, JEFFREY	4875 JR COURT
457	1381	WHITEHEAD, STEPHANIE	5111 JR COURT
458	1149	BRANNEN, MATTHEW	3249 TERI COURT
459	1440	VANSTEENIS, ELDON R	3246 TERI COURT
460	1511	PERRY, JOHNNY	3241 TERI COURT
461	1396	ALEXANDER, SCOTT	3242 TERI COURT
462	1462	AMY, JEFF	3225 TERI COURT
463	1283	WELLS, EDWARD	3220 TERI COURT
464	452	MARTINSON, MILTON	3217 TERI COURT
465	1230	WOODHAM, SIM R	3211 TERI COURT
466	1393	TEJAS PROPERTIES LTD	3013 TERI COURT
467	1500	WATSON, TODD	3002 TERI COURT
468	1451	FRIEDRICHS BRIAN	3008 TERI COURT
469	1489	TALLEY, ROY	3205 TERI COURT
470	1397	LANGLEY, ANTHONY	3201 TERI COURT
471	1227	ROSS, BARBARA	3200 TERI COURT
472	1260	RAWLINGS, HAROLD	5347 BARNES DR
473	1173	WHEELER, PENTY	5457 SF DR N
474	1171	UNDERWOOD, KEN	5458 SF DR N
475	1240	HUSTON, JOHN & DANIELLE	5465 SF DR N
476	1201	VOGT, SHARON	5500 SF DR N
477	1172	CLEMONS, CHRISTY	5499 SF DR N
478	1130	CARLEW, NEAL	5521 SF DR N
479	1175	CALDWELL, BOB	5536 SF DR N
480	1238	AMARAL, KIMBERLY	5553 SF DR N
481	1202	DADY, ANN	5562 SF DR N
482	1019	CRAWFORD, ROBERT	5742 SF DR N
483	964	GRASSI, RALPH	5625 PAMELA COURT
484	965	THARIO, JEFFREY	5608 PAMELA COURT

Exhibit A

Subsequent CCN acquisition Area			
	Account Number	Customer Name	Service Address
485	1020	SHEPHERD, MARK	5646 PAMELA COURT
486	1089	GILLETTE, CHARLES & DIANE	5662 PAMELA COURT
487	1002	NORTON, TIM	5721 SF DR W
488	1050	BEENE, MICHAEL	5587 EWING LANE
489	1049	HARTLEY, BLAKE	5552 EWING LANE
490	981	EBBY HALLIDAY REALTORS	5534 EWING LANE (9C)
491	949	ESCALERA, ELIDA	5541 EWING LANE
492	1095	BERNO, LAURA	5515 EWING LANE
493	1051	ENLOE, JANICE	5489 EWING LANE
494	1088	MIMS, JEREMY	5494 EWING LANE
495	1052	BECKNELL, TAMMY	5467 EWING LANE
496	1000	DUNAWAY, PATRICK	5456 EWING LANE
497	1297	MAXWELL, LAYNE	5451 SOUTHFORK DR
498	1129	KENNDY, PATRICIA	5404 BOBBY CIRCLE
499	1094	STEINHOFF, CHAD & ANGELA	5409 BOBBY CIRCLE
500	1174	COLLINGS, DAVID	5380 BOBBY CIRCLE
501	1167	CLEMENTS, STEVE	5381 BOBBY CIRCLE
502	1128	BAMSCH, BRENDA	5360 BOBBY CIRCLE
503	1168	BAILEY, DON	5353 BOBBY CIRCLE
504	1239	HITT, ROBERT JR.	5348 BOBBY CIRCLE
505	1169	BILLINGSLY, JONATHAN	5347 BOBBY CIRCLE
506	1016	BARRETT, DANIEL	5466 SF DR W
507	967	MUNSON, WILLIAM	5486 SF DR W
508	1017	WRIGHT, KRISTIAN	5520 SF DR W
509	957	RICHARDSON, JOHN	5548 SF DR W
510	1022	SAVAGE, LAURA	5559 SF DR W
511	1170	WILLIS, RODNEY	5577 SF DR W
512	1047	MCCAULEY, AUDREY	5596 SF DR W
513	899	DABROY, CARLOS	5615 SF DR W
514	1021	PETERSON, CURTIS	5622 SF DR W
515	1086	GRAY, HOWARD	5630 SF DR W
516	1096	WOOD, JEFF	5625 SF DR W
517	697	GUARDIOLA, JOSE	5638 SF DR W
518	1036	LYNCH, LAURA	5646 SF DR W
519	1048	NAJERA, DANIEL	5649 SF DR W
520	1001	THAXTON, PAUL	5654 SF DR W
521	982	CALHOUN, DARRELL	4490 SUE ELLEN DR (54)
522	1120	MALONE, MARK R KENDRIZ	4506 SUE ELLEN DR
523	1119	TOVAR, KIMBERLY	4512 SUE ELLEN DR
524	1196	HOSEIN AZAM	4534 SUE ELLEN DR
525	1197	FISHER, STEPHANIE & KIRK J	4548 SUE ELLEN DR
526	1198	GARCIA, ADRIAN & SANDRA	4562 SUE ELLEN DR
527	1199	DINGMAN, SHANE	4568 SUE ELLEN DR
528	1200	BUTTS, LARRY	4584 SUE ELLEN DR



Exhibit A

529	Subsequent CCN acquisition Area		
	Account Number	Customer Name	Service Address
	958	VACANT	5438 SUE ELLEN DR

**EXHIBIT B**

**The minutes from Royse City's March 8, 2011, City Council meeting at which the Settlement Agreement was approved by Royse City.**

Exhibit B



Deborah Sorensen, TRMC, CMC  
City Secretary  
City Hall  
305 N. Arch St/P. O. Box 638  
Royse City, Texas 75189  
972-524-4825  
Fax 972-635-2434

July 11, 2018

STATE OF TEXAS

COUNTY OF ROCKWALL

CITY OF ROYSE CITY

I, Deborah Sorensen, City Secretary in and for the City of Royse City, Texas do hereby certify that the attached March 8, 2011 City Council Minutes are true and correct of copies of the original thereof, which was adopted by the City Council of Royse City, Texas and is on file with the City Secretary of said City.

Witness my hand and seal this 11<sup>th</sup> day of July, 2018.

Deborah Sorensen, TRMC, CMC  
City Secretary



[www.roysecity.com](http://www.roysecity.com)

City Council of Royse City, Texas



# MINUTES

## Regular Council Meeting

Tuesday, March 8, 2011

MEETING TIME IS 7:00 PM

Police and Courts Building – 100 West Main Street, Royse City, Texas

**A. CALLED TO ORDER AT 7 PM BY MAYOR BALEY**

Quorum is present.

Members Present: Mayor, Jerrell Baley  
Council Member Place 1, Janet Nichol, Mayor Pro Tem  
Council Member Place 2, Clay Ellis  
Council Member Place 3, Bill Bell  
Council Member Place 4, Brooks Williams  
Council Member, Place 6, Tom Crowley  
Council Absent: Council Member, Place 5, James Branch  
Staff Present: City Manager, Bill Shipp  
Asst. City Manager, Janet McPherson  
City Attorney, Jason Day  
City Secretary, Brenda Craft  
Chief Financial Officer, Joe Stegall  
Police Chief, Carl Alsobrook  
Fire Chief, Richard Bell  
Parks Director, Randall Nichols  
Public Works Superintendent, Curtis Donovan  
EDC Executive Director, Larry Lott  
Main St. Director, Kari Hollifield

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation by Mayor Pro Tem Nichol.

**C. CITIZENS PARTICIPATION**

This period is reserved for citizens to discuss items not on the listed Agenda, (persons may have three (3) minutes to address the council); however, by law, no action or discussion may be taken on these items.

Robby McMillan: would like a copy of Heritage Guidelines.

**D. CONSENT AGENDA**

*All items under Consent Agenda Minutes are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

## Exhibit B

1. City Council Minutes: February 3, 2011; February 8, 2011; February 22, 2011
2. EDC Minutes: January 25, 2010
3. Museum Board Minutes: November 14, 2011
4. Heritage Board Minutes: November 23, 2010
5. P&Z Minutes: November 18, 2010 and January 20, 2011
6. Ordinance designating the gate opening and street signs on Live Oak
7. Ordinance amending the Code of Ordinances, adding Division 1 to section 13.01, providing for better clarity

Motion was made by Council Member Bell, second by Council Member Crowley to approve the Consent Agenda. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**

### **E. BUSINESS AND ACTION ITEMS**

1. Consider and act concerning a Resolution setting the dates and times of public hearings for in-voluntary annexation of A0188, J Stephenson Survey, Tract 29, 21.198 acres more or less, Tract 29-1, 6.95 acres more or less, also known as 2503 Circle Dr. in Rockwall County, and any matters related thereto.

Motion was made by Mayor Pro Tem Nichol, second by Council Member Williams to approve the Resolution setting the dates and times of public hearings for in-voluntary annexation of A0188, J Stephenson Survey, Tract 29, 21.198 acres more or less, Tract 29-1, 6.95 acres more or less, also known as 2503 Circle Dr. in Rockwall County. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**

2. Consider and act concerning agreement with BHP, and any matters related thereto.

City Manager: BHP has a copy of the agreement.

City Attorney: minor changes if any, 2008 agreement will be amended.

Motion was made by Council Member Bell, second by Council Member Williams to authorize the City Manager and City Attorney to enter into an agreement with BHP. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**

3. Consider and act concerning agreement with Verandah for procurement of CCN, and any matters related thereto.

Motion was made by Council Member Bell, second by Council Member Ellis to authorize the City Manager and City Attorney to enter into a procurement agreement with Verandah. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**

4. Consider and act concerning agreement with Bearpen for procurement of CCN, and any matters related thereto.

Motion was made by Council Member Bell, second by Council Member Crowley to authorize the City Manager and City Attorney to enter into a procurement agreement with Bearpen. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**

Exhibit B

5. Consider and act concerning a proposed incentive from EDC for \$100,000 for BHP Acquisition, and any matters related thereto.

EDC Executive Director: EDC Board recommended approval to participate with an incentive of \$100,000.

Motion was made by Council Member Bell, second by Council Member Ellis to approve the EDC incentive of \$100,000 for BHP Acquisition. **Motion carried: 6 Ayes, 0 Nays, and 0 Abstentions.**


**F. FUTURE AGENDA**

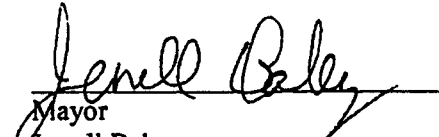
1. Consideration and/or action to determine and direct City Staff in scheduling topics for discussion at future City Council Meetings, and any matters related thereto.

**G. ADJOURNED AT 7:24 PM**

There being no further business to come before the City Council, Mayor Baley adjourned the meeting at 7:24 pm.

ATTEST:

  
City Secretary  
Brenda Craft

  
Mayor  
Jerrell Baley

**EXHIBIT C**

**The agenda and minutes from BHP's March 1, 2011, Board of Directors Meeting at which the Settlement Agreement was approved by BHP.**

Exhibit C

BHP Water Supply Corp.  
7028 I-30 West. PO Box 370  
Royse City, TX 75189  
972-636-2154

**BOARD OF DIRECTORS MEETING**

**BOARD OF DIRECTORS MEETING  
March 1, 2011 @ 6:00 P.M.  
BHP WATER SUPPLY OFFICE  
7028 I-30 WEST**

FILE FOR RECORD  
JEROME L. WYNEIG  
COUNTY CLERK  
ROYSE CITY, TX  
11 FEB 24 PM 1:59  
BY *M. W. W. W.*  
DEPUTY

**AGENDA**

The Board of Directors of BHP Water Supply Corporation will convene as posted to consider and take formal action, if necessary, on the following agenda items:

1. Call to order, G.W. Peoples, Jr., President
2. Reading of minutes from last meeting and approval of minutes.
3. Discussion and possible action regarding the agreement between the City of Royse City and BHP Water Supply Corporation regarding the USDA RD loan for system improvements and certificate of convenience and necessity (CCN) service area.
4. Discuss and take action on employee's cost of living raises
5. Managers Report
6. Financial Report (in paper form)
7. Venita Fuggle to discuss recent information she has found.....?
8. Dwain Dawson to discuss and take action on request of paying off water tower
9. Other matters presented by the Board Members, the Public, or the Staff. (Limited to 3 minutes each)
10. Adjourn.

"At any time during a meeting, hearing, or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the BHP Water Supply Corporation Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting."



## Exhibit C

### BHP Water Board Meeting March 1, 2011

Meeting called to order by board president G. W. Peoples Jr. at 6:00 PM. He welcomed and thanked each one for coming.

Board members present were G.W. Peoples Jr., Kenneth Howser, John Stone, and Tony Pribble.

Invocation given by Tony Pribble.

Minutes of last meeting read by Tony Pribble and approved by the board

Discussion and possible action regarding the agreement between the City of Royce City and BHP Water Supply Corporation regarding the USDA RD loan for systems improvements and certificate of convenience and necessity (CCN service area. Kenneth Howser made a motion and Graydon Whitney 2<sup>nd</sup> the Motion that our engineer Eddie Daniels respond in accordance with the decision of the term sheet and that this be changed to a binding contract and all the board agreed.

Discuss and take action on request of employee cost of living raise. John Stone made a motion and Kenneth Howser 2<sup>nd</sup> the motion that we give all employees a 3% cost of living raise. All the board agreed.

Managers Report: Mike had nothing to report.

Financial report: Given by Shelly Webb (in paper form) and approved by the board.

After going into Executive Session Vineta Tuggle explained to the board that the Balance sheet was not right and needed to be changed. No vote was taken and no decision made. After going into the regular meeting Graydon Whitney made a motion and Kenneth Howser 2<sup>nd</sup>. The motion that we get an outside auditor to check on this. She also wanted to know if she could pay her large water bill in 3 payments and the board agreed on both of these.

Dwain Dawson ask the board to discuss and take action on paying off the water tower. No action taken on this.

Other matters: None.

Tony Pribble made a motion and Kenneth Howser 2<sup>nd</sup> the motion that we adjourn at 8:40PM and all the board agreed.

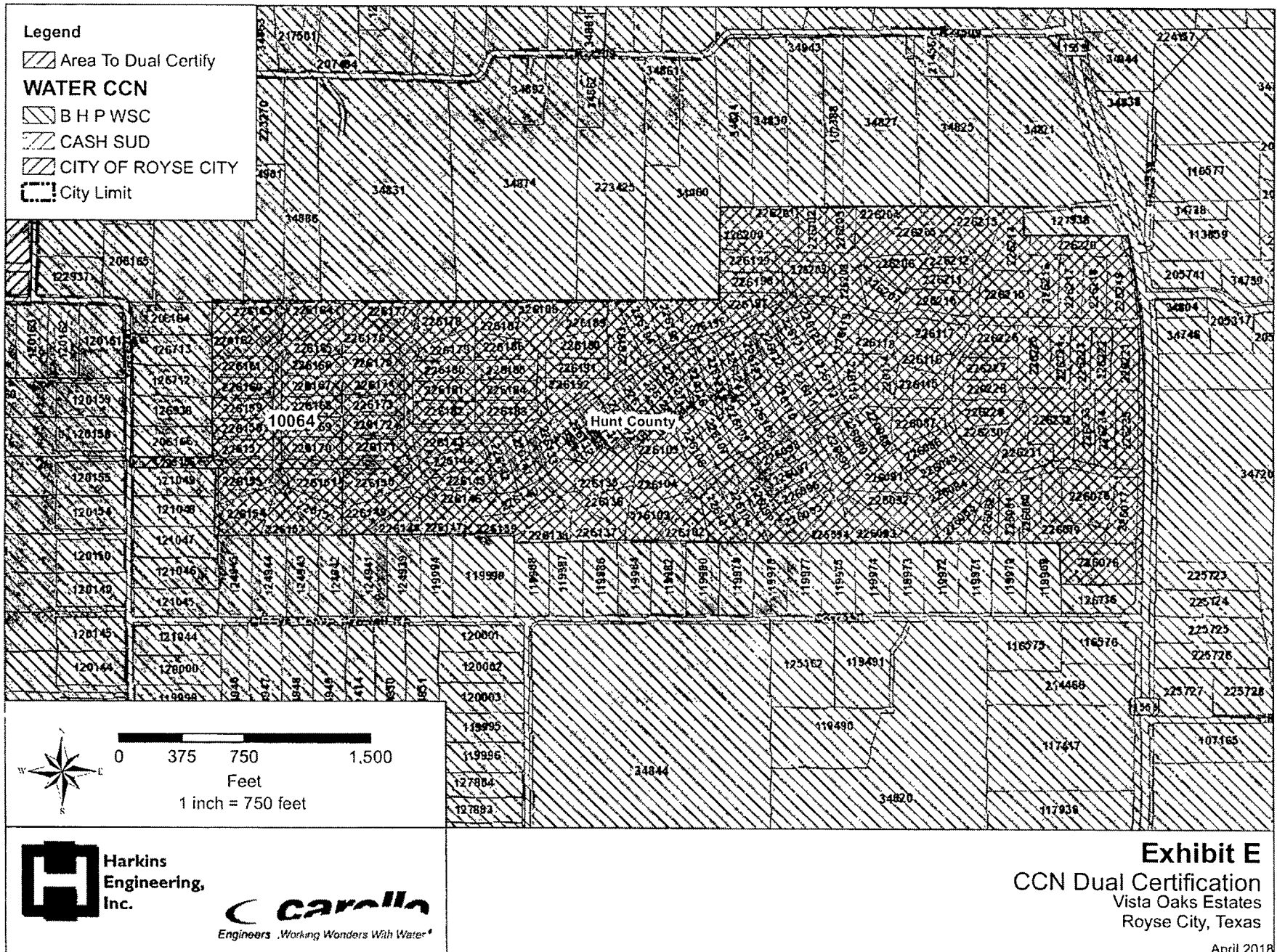
**EXHIBIT D**

**A general location map identifying the subject area in reference to the nearest county boundary, city, or town.**



**EXHIBIT E**

**A detailed map identifying the subject area in reference to verifiable man-made and natural landmarks.**



**EXHIBIT F**

**CD containing digital mapping data.**

