



Control Number: 48892



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48892

WINSTEAD

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November 16, 2018

Via FedEx
Public Utility Commission of Texas
Central Records
Attn: Filing Clerk
1701 N. Congress Ave.
Austin, Texas 78711

Re: Sale Transfer Merger Application to Transfer Aqua's Sewer CCN # 21059 to the City of Fort Worth

On behalf of the City of Fort Worth, Alpha Fresh Water Supply District of Denton and Wise Counties ("Alpha") and Brookfield Fresh Water Supply District No. 1 ("Brookfield") (collectively the "Districts") ask for your consideration and approval of our request to transfer the sewer Certificate of Convenience and Necessity (CCN) area identified in the attached maps from Aqua Texas, Inc. (CCN No. 21059) to the City of Fort Worth. By way of background, on February 5, 2018, the City of Fort Worth and Aqua Texas, Inc. filed an application for approval of a service area contract under Tex. Water Code (TWC) § 13.248 amending water Certificate of Convenience and Necessity (CCNs) No. 12311 and No. 13201 in Denton and Wise Counties. The application was assigned to PUC Docket No. 48020.

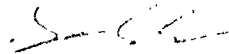
Pursuant to the same agreements listed in Docket No. 48020, and included herewith in this filing (the "Agreements") Alpha and Brookfield are the designated parties listed in the Agreements to file the Sale Transfer Merger Application for the transfer of (sewer CCN # 21059) to serve the Districts. The Agreements among the parties reference a transfer of Aqua's sewer CCN to the Districts and then the Districts subsequent removal of any sewer CCN to receive sewer service from Fort Worth. At the time of execution of the Agreements, the parties believed that the Districts would provide interim sewer service until an off-site sewer main was constructed for the Districts to connect to the Fort Worth system.

Due to construction progressing ahead of schedule, the off-site sewer main is near completion and the parties have concluded that the Districts will not need to provide interim sewer service. The Districts and Fort Worth do not possess a sewer CCN and seek authority for

the CCN area transfer contemplated under TWC § 13.251 and P.U.C. SUBST. R. 24.112, but not TWC § 13.301 or P.U.C. SUBST. R. 24.109 since no system assets or customers are contemplated for transfer along with the CCN areas. The Districts do not find it necessary to apply for a CCN for the Districts when Fort Worth is ready to serve and the intention of the parties to the agreement is for Fort Worth to provide the wastewater service.

Thus, for the foregoing reasons, the Districts hereby file the attached completed STM application form and attachments for relief to sell/transfer Aqua's CCN areas to Fort Worth under authority of TWC § 13.251 and P.U.C. SUBST. R. 24.112. The proposed notice and notice entities list are included with this filing. The Districts respectfully request the Commission process this Application to transfer Aqua's sewer CCN to Fort Worth under Texas Water Code § 13.251 and P.U.C. SUBST. R. 24.112 with respect to the agreed upon CCN transfers described herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Scott W. Eidman", is positioned above the printed name.

Scott W. Eidman



Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (CCN)

*Pursuant to 16 Texas Administrative Code (TAC) Chapter 24, Substantive Rules Applicable to Water and Sewer
Service Providers, Subchapter G: Certificates of Convenience and Necessity*

CCN Application Instructions

- I. **COMPLETE:** In order for the Commission to find the application sufficient for filing, you should adhere to the following:
 - i. Answer every question and submit all required attachments.
 - ii. Use attachments or additional pages if needed to answer any question. If you use attachments or additional pages, reference their inclusion in the form.
 - iii. Provide all mapping information as detailed in Part F: Mapping & Affidavits.
 - iv. Provide any other necessary approvals from the Texas Commission on Environmental Quality (TCEQ), or evidence that a request for approval is being sought at the time of filing with the Commission.
- II. **FILE:** Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
SEND TO: Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (NOTE: Electronic documents may be sent in advance of the paper copy; however, they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records.)
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
 - i. **DEFICIENT (Administratively Incomplete):** Applicant will be ordered to provide information to cure the deficiencies by a certain date (usually 30 days from ALJ's order). **Application is not accepted for filing.**
 - ii. **SUFFICIENT (Administratively Complete):** Applicant will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. **Application is accepted for filing.**
- IV. Once the Applicant issues notice, a copy of the actual notice sent (including any map) and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may choose to take one of the following actions:
 - i. **HEARING ON THE MERITS:** an affected party may request a hearing on the application. The request must be made within 30 days of notice. If this occurs, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.
 - ii. **LANDOWNER OPT-OUT:** A landowner owning a qualifying tract of land (25+ acres) may request to have their land removed from the requested area. The Applicant will be requested to amend its application and file new mapping information to remove the landowner's tract of land, in conformity with this request.
- V. **PROCEDURAL SCHEDULE:** Following the issuance of notice and the filing of proof of notice in step 4, the application will be granted a procedural schedule for final processing. During this time the Applicant must respond to hearing requests, landowner opt-out requests, and requests for information (RFI). The Applicant will be requested to provide written consent to the proposed maps, certificates, and tariff (if applicable) once all other requests have been resolved.
- VI. **FINAL RECOMMENDATION:** After receiving all required documents from the Applicant, Staff will file a recommendation on the CCN request. The ALJ will issue a final order after Staff's recommendation is filed.

FAQ:

Who can use this form?

Any retail public utility that provides or intends to provide retail water or wastewater utility service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) must use this form to obtain or amend a CCN prior to providing retail water or sewer utility service in the requested area.

What is the purpose of the application?

A CCN Applicant is required to demonstrate financial, managerial, and technical (FMT) capability to provide continuous and adequate service to any requested area. The questions in the application are structured to support an Applicant's FMT capabilities, consistent with the regulatory requirements.

Application Summary

Applicant: Alpha Ranch FWSD and Brookfield FWSD

CCN No. to be amended: 21059 Held by Aqua Texas, Inc.

or ☐ Obtain NEW CCN ☐ Water ☒ Sewer

County(ies) affected by this application: Denton

Dual CCN requested with: _____

CCN No.: _____ (name of retail public utility) ☐ Portion or ☐ All of requested area

Decertification of CCN for: Aqua Texas, Inc. d/b/a Aqua Texas

CCN No.: 21059 (name of retail public utility) ☒ Portion or ☐ All of requested area

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Please mark the items included in this filing

<input type="checkbox"/> Partnership Agreement	Part A: Question 4
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part A: Question 4
<input type="checkbox"/> Certificate of Account Status	Part A: Question 4
<input type="checkbox"/> Franchise, Permit, or Consent letter	Part B: Question 7
<input type="checkbox"/> Existing Infrastructure Map	Part B: Question 8
<input type="checkbox"/> Customer Requests For Service in requested area	Part B: Question 9
<input type="checkbox"/> Population Growth Report or Market Study	Part B: Question 10
<input type="checkbox"/> TCEQ Engineering Approvals	Part B: Question 11
<input type="checkbox"/> Requests & Responses For Service to ½ mile utility providers	Part B: Question 12.B
<input type="checkbox"/> Economic Feasibility (alternative provider) Statement	Part B: Question 12.C
<input type="checkbox"/> Alternative Provider Analysis	Part B: Question 12.D
<input type="checkbox"/> Enforcement Action Correspondence	Part C: Question 16
<input type="checkbox"/> TCEQ Compliance Correspondence	Part D: Question 20
<input type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part D: Question 23
<input type="checkbox"/> Rate Study (new market entrant)	Part E: Question 28
<input type="checkbox"/> Tariff/Rate Schedule	Part E: Question 29
<input type="checkbox"/> Financial Audit	Part E: Question 30
<input type="checkbox"/> Application Attachment A & B	Part E: Question 30
<input type="checkbox"/> Capital Improvement Plan	Part E: Question 30
<input type="checkbox"/> Disclosure of Affiliated Interests	Part E: Question 31
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> General Location (small scale) Map	Part F: Question 32
<input checked="" type="checkbox"/> Digital Mapping Data	Part F: Question 32
<input type="checkbox"/> Signed & Notarized Affidavit	Page 12

Part A: Applicant Information

1. A. Name: Alpha Ranch FWSD and Brookfield FWSD No. 1
(individual, corporation, or other legal entity)
☐ Individual ☐ Corporation ☐ WSC ☒ Other: District
- B. Mailing Address: 2728 N. Harwood, Suite 500
Dallas, Texas 75201
Phone No.: (214) 745-5484 Email: seidman@winstead.com
- C. Contact Person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.
Name: Scott Eidman Title: Attorney
Mailing Address: 2728 N. Harwood, Suite 500, Dallas, Texas 75201
Phone No.: (214) 745-5484 Email: seidman@winstead.com
2. If the Applicant is someone other than a municipality, is the Applicant currently paid in full on the Regulatory Assessment Fees (RAF) remitted to the TCEQ?
☐ Yes ☐ No ☒ N/A
3. If the Applicant is an Investor Owned Utility (IOU), is the Applicant current on Annual Report filings with the Commission?
☐ Yes ☐ No If no, please state the last date an Annual Report was filed: _____
4. The legal status of the Applicant is:
☐ Individual or sole proprietorship
☐ Partnership or limited partnership (*attach* Partnership agreement)
☐ Corporation: Charter number (recorded with the Texas Secretary of State): _____
☐ Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67]
Charter number (as recorded with the Texas Secretary of State): _____
☐ Articles of Incorporation and By-Laws established (*attach*)
☐ Municipally-owned utility
☒ District (MUD, SUD, WCID, FWSD, PUD, etc.)
☐ County
☐ Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)
☐ Other (please explain): _____
5. If the Applicant operates under an assumed name (i.e., any d/b/a), provide the name below:
Name: _____

Part B: Requested Area Information

6. Provide details on the existing or expected land use in the requested area, including details on requested actions such as dual certification or decertification of service area.

See Agreements in Exhibit 4. The Districts are seeking to transfer the Aqua Sewer CCN from Aqua to Fort Worth. The Districts do not need a sewer CCN and the parties to the attached agreements intend for Fort Worth to serve the Districts.

7. The requested area (check all applicable):

☐ Currently receives service from the Applicant ☒ Is being developed with no current customers

☐ Overlaps or is within municipal boundaries ☒ Overlaps or is within district boundaries

Municipality: _____ District: Alpha and Brookfield

Provide a copy of any franchise, permit, or consent granted by the city or district. If not available please explain:

See Agreements in Exhibit 4

8. Describe the circumstances (economic, environmental, etc.) driving the need for service in the requested area:

See Agreements in Exhibit 4

9. Has the Applicant received any requests for service within the requested area?

☐ Yes* ☒ No *Attach copies of all applicable requests for service and show locations on a map

10. Is there existing or anticipated growth in the requested area?

☒ Yes* ☐ No *Attach copies of any reports and market studies supporting growth

11. A. Will construction of any facilities be necessary to provide service to the requested area?

☒ Yes* ☐ No *Attach copies of TCEQ approval letters

B. Date Plans & Specifications or Discharge Permit App. submitted to TCEQ: _____

C. Summarize an estimated timeline for construction for any required facilities to serve the requested area:

D. Describe the source and availability of funds for any required facilities to serve the requested area:

The Applicants are fresh water supply districts that will issue debt (bonds) in an amount sufficient to cover capital requirements to provide continuous and adequate service for the area requested.

Note: Failure to provide applicable TCEQ construction or permit approvals, or evidence showing that the construction or permit approval has been filed with the TCEQ may result in the delay or possible dismissal of the application.

12. A. If construction of a physically separate water or sewer system is necessary, provide a list of all retail public water and/or sewer utilities within one half mile from the outer boundary of the requested area below:

Aqua Texas, City of Fort Worth

B. Did the Applicant request service from each of the above water or sewer utilities?

☐

Yes*

☒

No

*Attach copies of written requests and copies of the written response

C. Attach a statement or provide documentation explaining why it is not economically feasible to obtain retail service from the water or sewer retail public utilities listed above.

D. If a neighboring retail public utility agreed to provide service to the requested area, attach documentation addressing the following information:

- (A) A description of the type of service that the neighboring retail public utility is willing to provide and comparison with service the applicant is proposing;
- (B) An analysis of all necessary costs for constructing, operating, and maintaining the new facilities for at least the first five years of operations, including such items as taxes and insurance; and
- (C) An analysis of all necessary costs for acquiring and continuing to receive service from the neighboring retail public utility for at least the first five years of operations.

13. Explain the effect of granting the CCN request on the Applicant, any retail public utility of the same kind serving in the proximate area, and any landowners in the requested area. The statement should address, but is not limited to, regionalization, compliance, and economic effects.

The land within the Applicants' boundaries will be developed as a residential community and will require sewer service. Granting the CCN transfer will allow Fort Worth to provide sewer service to the districts pursuant to the agreements included in Attachment

Part C: CCN Obtain or Amend Criteria Considerations

14. Describe the anticipated impact and changes in the quality of retail utility service for the requested area:

Not Applicable. The agreements in Exhibit 4 do not contemplate a transfer of facilities. The parties to the agreements originally contemplated a transfer of a treatment facility and permit as a temporary solution until Fort Worth could provide service. However, the circumstances have changed and the transfer of the treatment plant is not necessary.

15. Describe the experience and qualifications of the Applicant in providing continuous and adequate retail service:

Applicants are FWSDs created under state law to provide services and facilities to the land within their boundaries and operating under Chapters 49 and 53 of the Water Code. Sewer service will be provided by Fort Worth as set out in the attached agreements.

16. Has the Applicant been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes?

☐ Yes* ☒ No

*Attach copies of any correspondence with the applicable regulatory agency concerning any enforcement actions, and attach a description of any actions or efforts the Applicant has taken to comply with these requirements.

17. Explain how the environmental integrity of the land will or will not be impacted or disrupted as a result of granting the CCN as requested:

The environmental integrity of the land will not be impacted. The agreed upon transaction strictly involves a transfer/sale of certain sewer CCN areas from Aqua Texas to Fort Worth.

18. Has the Applicant made efforts to extend retail water or sewer utility service to any economically distressed area located within the requested area?

N/A

19. List all neighboring water or sewer retail public utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service located within two (2) miles from the outer boundary of the requested area:

Aqua Texas, Inc. and City of Fort Worth. Applicants respectfully request that Commission Staff identify any additional entities for which notice is requested if the proposed notice is otherwise approved.

Part D: TCEQ Public Water System or Sewer (Wastewater) Information

20. A. Complete the following for all Public Water Systems (PWS) associated with the Applicant's CCN:

TCEQ PWS ID:	Name of PWS:	Date of TCEQ inspection*:	Subdivisions served:
2200012	Fort Worth		

*Attach evidence of compliance with TCEQ for each PWS

- B. Complete the following for all TCEQ Water Quality (WQ) discharge permits associated with the Applicant's CCN:

TCEQ Discharge Permit No:	Date Permit expires:	Date of TCEQ inspection*:	Subdivisions served:
WQ- 10494-013			Fort Worth
WQ- 14263-001			Aqua/ Elizabeth Creek Wastewater Permit
WQ-			
WQ-			

*Attach evidence of compliance with TCEQ for each Discharge Permit

- C. The requested CCN service area will be served via: PWS ID: 2200012
WQ - 10494-013

21. List the number of existing connections for the PWS & Discharge Permit indicated above (Question 20. C.):

Water			Sewer		
	Non-metered	2"		Residential	
	5/8" or 3/4"	3"		Commercial	
	1"	4"		Industrial	
	1 1/2"	Other		Other	
Total Water Connections:			Total Sewer Connections:		

22. List the number of additional connections projected for the requested CCN area:

Water			Sewer		
	Non-metered	2"		Residential	
	5/8" or 3/4"	3"		Commercial	
	1"	4"		Industrial	
	1 1/2"	Other		Other	
Total Water Connections:			Total Sewer Connections:		

23. A. Will the system serving the requested area purchase water or sewer treatment capacity from another source?

☐ Yes* ☒ No *Attach a copy of purchase agreement or contract.

Capacity is purchased from:

Water: _____

Sewer: _____

- B. Are any of the Applicants PWS's required to purchase water to meet the TCEQ's minimum capacity requirements or TCEQ's drinking water standards?

☐ Yes ☒ No

- C. What is the amount of supply or treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:		0%
Sewer:		0%

24. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

☒ Yes ☐ No

25. List the name, class, and TCEQ license number of the operators that will be responsible for the operations of the water or sewer utility service provided to the requested area:

Name (as it appears on license)	Class	License No.	Water/Sewer

26. A. Are any improvements required for the existing PWS or sewer treatment plant to meet TCEQ or Commission standards?

☐ Yes ☒ No

- B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:

27. Provide a map (or maps) showing all facilities for production, transmission, and distribution, and the location of existing or proposed customer connections, in the requested area. Facilities should be identified on subdivision plats, engineering planning maps, or other large scale maps. Color coding can be used, and is encouraged, to distinguish types of facilities.

Part E: Financial Information

28. If the Applicant seeking to obtain a CCN for the first time is an Investor Owned Utility (IOU) and under the original rate jurisdiction of the Commission, a proposed tariff must be attached to the application. The proposed rates must be supported by a rate study, which provides all calculations and assumptions made. Once a CCN is granted, the Applicant must submit a rate filing package with the Commission within 18 months from the date service begins. The purpose of this rate filing package is to revise a utility's tariff to adjust the rates to a historic test year and to true up the new tariff rates to the historic test year. It is the Applicant's responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Any dollar amount collected under the rates charged during the test year in excess of the revenue requirement established by the Commission during the rate change proceeding shall be reflected as customer contributed capital going forward as an offset to rate base for ratemaking purposes.

29. If the Applicant is an existing IOU, please attach a copy of the current tariff and indicate:

A. Effective date for most recent rates: _____

B. Was notice of this increase provided to the Commission or a predecessor regulatory authority?

☐ No

☐ Yes

Application or Docket Number: _____

C. If notice was not provided to the Commission, please explain why (ex: rates are under the jurisdiction of a municipality)

If the Applicant is a Water Supply or Sewer Service Corporation (WSC/SSC) and seeking to obtain a CCN, attach a copy of the current tariff.

30. **Financial Information**

Applicants must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Commission Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

1. Completed Appendix A;
2. Documentation that includes all of the information required in Appendix A in a concise format; or
3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

- 31.** Attach a disclosure of any affiliated interest or affiliate. Include a description of the business relationship between all affiliated interests and the Applicant.

DO NOT INCLUDE ATTACHMENTS A OR B IF LEFT BLANK

Part F: Mapping & Affidavits

- 32.** Provide the following mapping information with each of the seven (7) copies of the application:
1. A general location (small scale) map identifying the requested area in reference to the nearest county boundary, city, or town. The Applicant should adhere to the following guidance:
 - i. If the application includes an amendment for both water and sewer certificated service areas, separate maps must be provided for each.
 - ii. A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map should be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made and/or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application includes an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - iii. To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part 2 (above);

- ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part 2 (above); or
- iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - b. A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drives), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

Part G: Notice Information

The following information will be used to generate the proposed notice for the application.
DO NOT provide notice until the application is deemed sufficient for filing and the Applicant is ordered to provide notice.

33. Complete the following using verifiable man-made and/or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:

The total acreage of the requested area is approximately: 409

Number of customer connections in the requested area: _____

The closest city or town: Fort Worth

Approximate mileage to closest city or town center: _____

Direction to closest city or town: _____

The requested area is generally bounded on the North by: _____

on the East by: _____

on the South by: _____

on the West by: _____

34. A copy of the proposed map will be available at 2728 N. Harwood, Suite 500 Dallas, TX 75201

Applicant's Oath

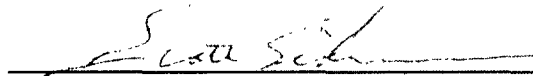
STATE OF Texas

COUNTY OF Dallas

I, Scott Eidman being duly sworn, file this application to
obtain or amend a water or sewer CCN, as attorney for Alpha and Brookfield
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further represent that the application form has not been changed, altered, or amended from its original form.
I further represent that the Applicant will provide continuous and adequate service to all customers and qualified applicants within its certificated service area should its request to obtain or amend its CCN be granted.

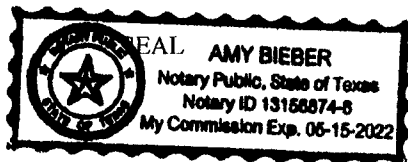


AFFIANT

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 16th of November, 2018



**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

Amy Bieber

PRINT OR TYPE NAME OF NOTARY

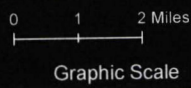
My commission expires: May 18, 2022

EXHIBIT 1

LOCATION MAP



General Location Map



Path: G:\JOB\CENTRUS\Mapa_Landmark\DW_Landmark\K300General Location Map.mxd

EXHIBIT 2

DETAILED MAP



EXHIBIT 3

2 MILE RADIUS MAP

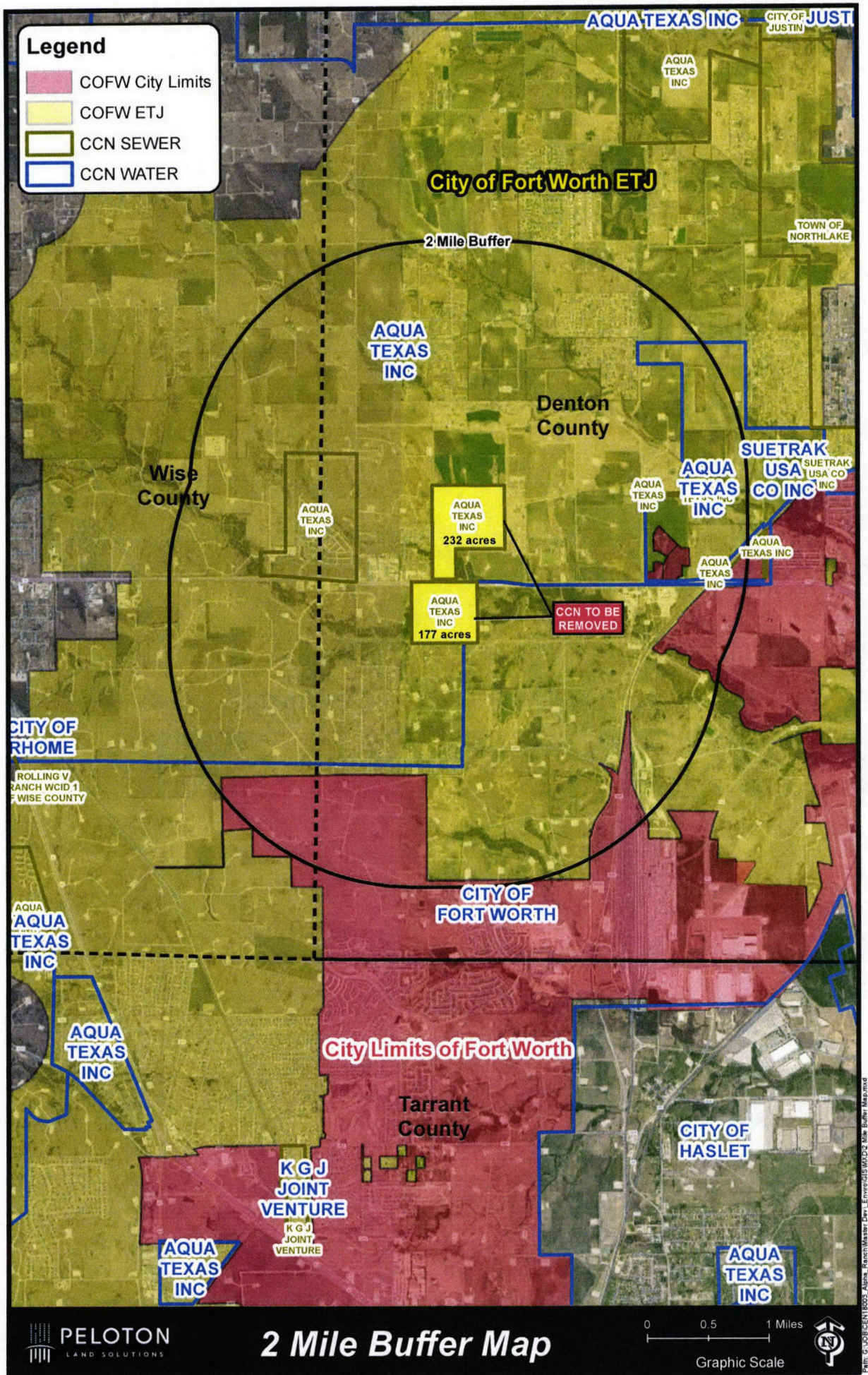


EXHIBIT 4

AGREEMENTS

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, 2016⁷ (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 4/20/53 (City Secretary Contract No. 481,53). 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 (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

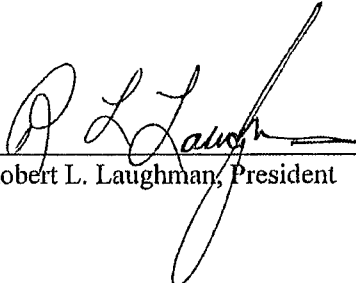
5.14 Effective Date. This Agreement shall be effective upon execution by all Parties (the "Effective Date").

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ATTEST:

AQUA TEXAS, INC.

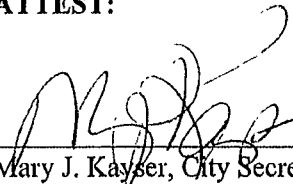
Corporate Secretary

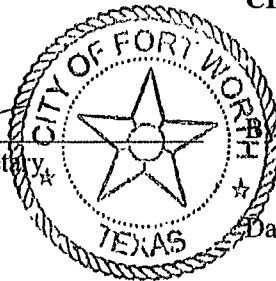
By: 
Robert L. Laughman, President

NEP
DSW
DER

ATTEST:

CITY OF FORT WORTH

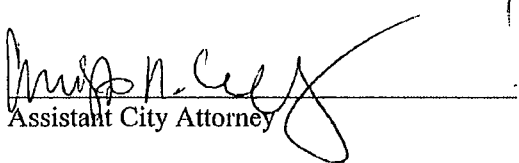

Mary J. Kayser, City Secretary




Assistant City Manager

Date: 3-1-17

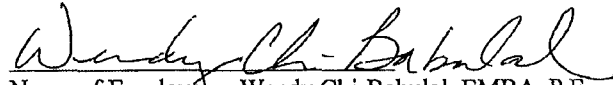
APPROVED AS TO FORM AND LEGALITY:


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.



Handwritten signature of Wendy Chi-Babulal in cursive script.

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: Sandra Achimani

Name: Sandra Achimani
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: Charles Haynes

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: J. D. Walker

Name: J. D. Walker
President, Board of Directors

Date: 1-30-17

Exhibit A
Map of the Alpha Ranch District

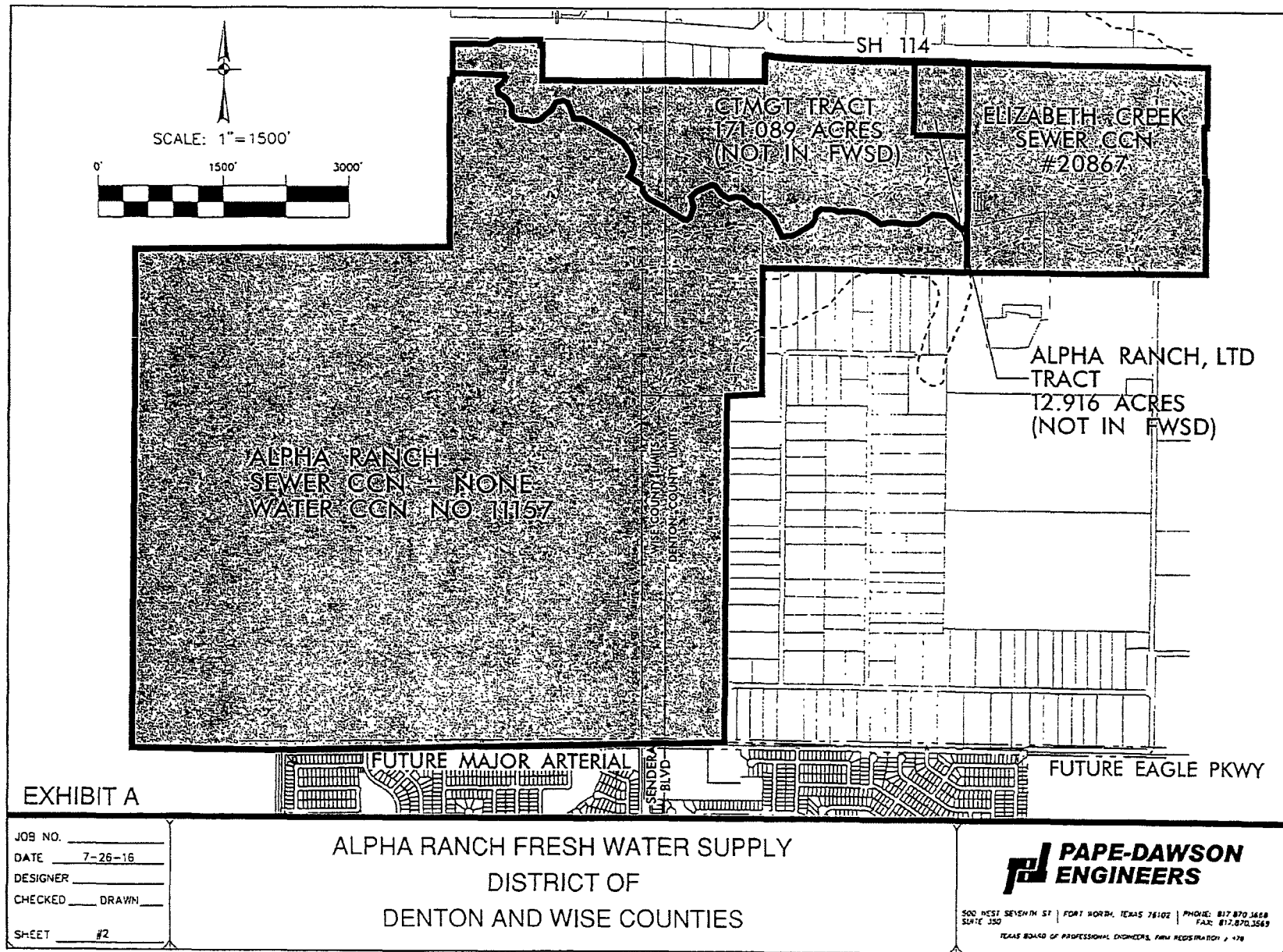


Exhibit A-1
Legal Description of the Alpha Ranch Property

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.B. 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 aforesaid 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 aforesaid 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 aforesaid 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 817-279-9894

BROOKES BAKER (1902-1955)
JOHN F. BAKER (1924-1985)
S.J. BAKER (1927-1999)
FRED M. MORRIS (1936-1989)

January 10, 2012
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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;

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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;

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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;

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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;

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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.

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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.

ESTABLISHED 1880
BROOKES BAKER
SURVEYORS

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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

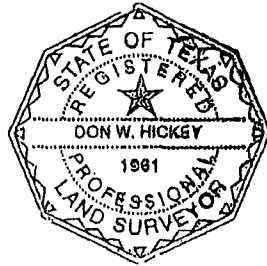


Exhibit A-3
Legal Description of the Ryan Trust Tract

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 a 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 inch 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

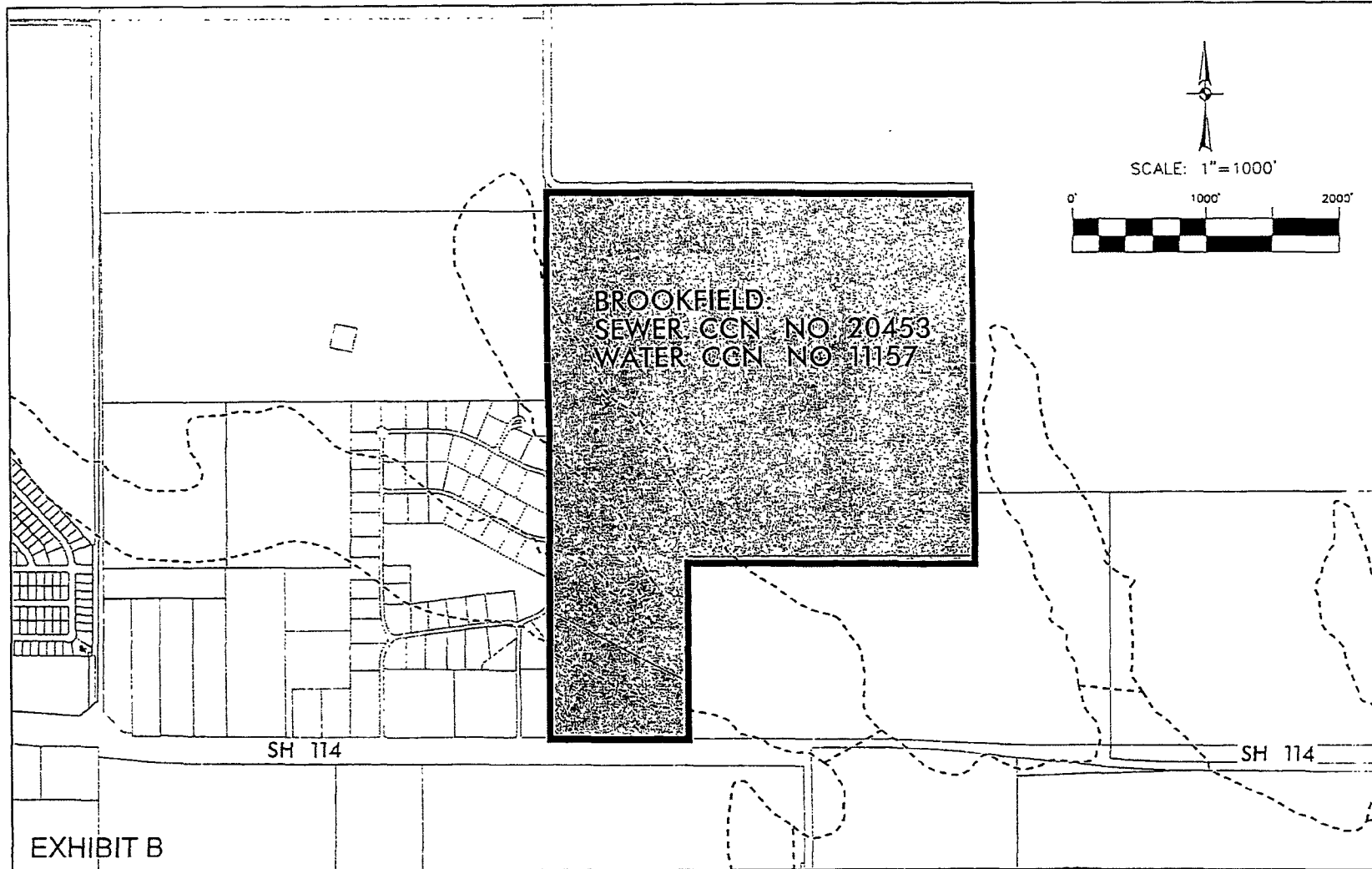


EXHIBIT B

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: 817.870.3668
 SUITE 350 | FAX: 817.870.3669
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 410

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;

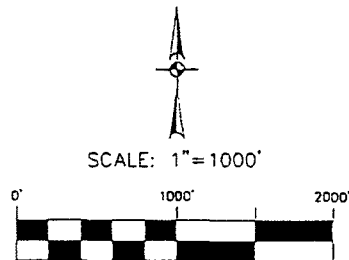
THENCE South 89 degrees 28 minutes 37 seconds East, a distance of 3,160.54 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "EC&D" found at the Northeast corner of said Tract 1;

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

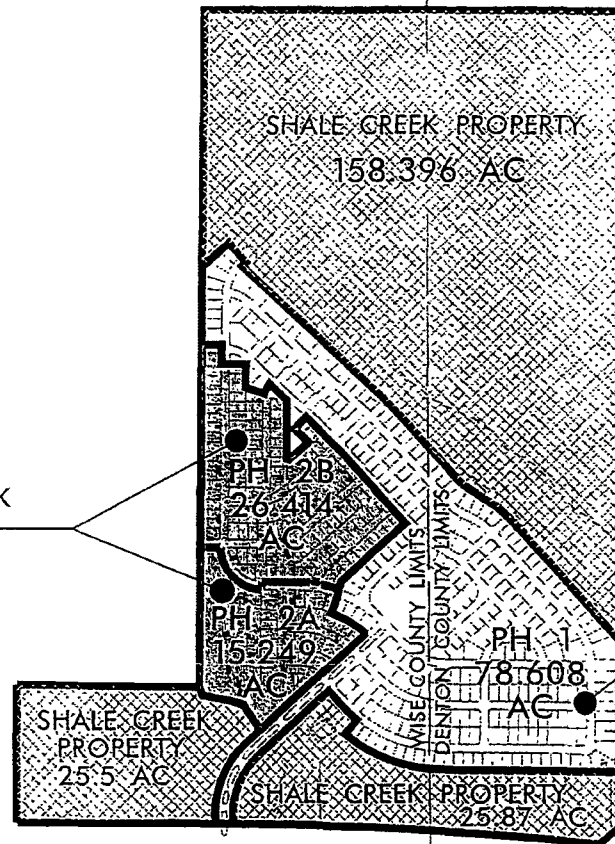
Exhibit C
Map of the Shale Creek District



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



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: 817.870.3669
TEXAS BOARD OF PROFESSIONAL ENGINEERS, PUBLIC REGISTRATION # 478

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;

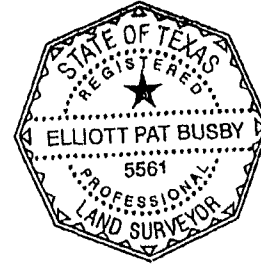
THENCE ALONG THE NORTH LINE OF SAID 158.396 ACRE TRACT AND THE COMMON SOUTH LINE OF SAID 284.67 ACRE TRACT NORTH 89 DEGREES 37 MINUTES 10 SECONDS EAST, A DISTANCE OF 2631.54 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 158.396 ACRES.

EXHIBIT PREPARED OF EQUAL DATE HERewith ACCOMPANIES THIS PROPERTY
DESCRIPTION.

Elliott Pat Busby

August 11, 2014

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



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 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.

AGREEMENT 2

**AGREEMENT CONCERNING SEWER SERVICE
TO ALPHA RANCH AND BROOKFIELD DEVELOPMENTS**

This Agreement Concerning Sewer Service to Alpha Ranch and Brookfield Developments ("Agreement") is entered into by and between the City of Fort Worth, Texas, 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") and South Denton County Water Control and Improvement District No. 1 ("Brookfield District") (each, a "District", and, collectively, 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, shown in Exhibit A and more particularly described in Exhibit A-1 attached hereto and incorporated herein for all purposes (the 1,293.736 acres and, if annexed by the Alpha Ranch District, the CTMGT Tract and the Alpha Ranch, Ltd. Tract defined below, are hereafter referred to as the "Alpha Ranch Property").

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 231.579 acres of land shown in Exhibit B and more particularly described in Exhibit B-1 attached hereto and incorporated herein for all purposes (the "Brookfield Property").

E. The Parties, together with North Fort Worth Water Control and Improvement District No. 1 of Denton and Wise Counties, entered into that certain Water and Wastewater Utility Services Transfer Agreement with Aqua Texas, Inc., a Texas corporation ("Aqua Texas"), dated 2-17-17 (City Secretary Contract No. 48652) whereby Aqua Texas agreed (a) to transfer to the Brookfield District all of its rights and obligations under sewer CCN No. 20453 for the property encompassed by the Brookfield District described in Exhibit B-1; and (b) to 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 and TPDES Permit No. WQ0014263-001 (the "Elizabeth Creek Wastewater Discharge Permit").

F. The Elizabeth Creek Wastewater Discharge Permit authorizes 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 property included in the Alpha Ranch District with daily average effluent flow not to exceed 0.075 million gallons per day ("MGD") (the "Elizabeth Creek Wastewater Treatment Plant").

G. The Alpha Ranch District intends to file one or more applications with the Texas Commission on Environmental Quality ("TCEQ") to amend the Elizabeth Creek Wastewater Discharge Permit to increase the ultimate capacity of the Elizabeth Creek Wastewater Treatment Plant in accordance with TCEQ standards, subject to the limitations of 2,500 lots in the Shale Creek Property (as defined in Recital J), the Alpha Ranch Property and the Brookfield Property, and has requested the City's support for such permit applications.

H. The City, the Brookfield District, the Alpha Ranch District, CTMGT Alpha Ranch, LLC, CTMGT AR II, LLC, and Brookfield Acquisitions, L.P. entered into that certain Sewer Infrastructure Agreement dated 2-17-17 (City Secretary Contract No. 486516) (the "Sewer Infrastructure Agreement") providing, among other terms, for construction, at no cost to the City, of approximately 23,722 linear feet of sewer main extending from the terminus of an existing 30-inch sewer main near the north side of Alliance Airport to a point east of the Alpha Ranch District (Point F to Point D), approximately 2,579 linear feet of sewer main extending to the Alpha Ranch Property (Point D to Point A), and approximately 4,000 linear feet of sewer main extending to the Brookfield Property (Point D to Point C) as shown on Exhibit E (the "Off-Site Sewer Main"). Approximately 3,863 linear feet of sewer main extending to the Shale Creek Development (Point C to Point B) (the "Shale Creek Main") shall be constructed pursuant to that certain Agreement Concerning Water and Sewer Service to Shale Creek Development (City Secretary Contract No. 48653). The Districts and Owners shall design the Off-Site Sewer Main and the Shale Creek Main to accommodate the sanitary sewer loading described on Exhibit E-1; provided, however, final sewer pipe sizes will be dependent on actual slope as reflected in the final design.

I. The Alpha Ranch District and the Brookfield District have the option to construct, or cause to be constructed, the Elizabeth Creek Wastewater Treatment Plant to provide interim sewer service to the Alpha Ranch Property, the Brookfield Property and, if annexed by the Alpha Ranch District, the CTMGT Tract and the Ryan Trust Tract (collectively, the "Sewer Service Area") pending construction of the Off-Site Sewer Main.

J. The wastewater plant authorized under TCEQ Permit No. WQ14186-001 owned and operated by Aqua Texas (the "Shale Creek Wastewater Treatment Plant") is authorized to serve the Shale Creek development located north of Highway 114 and west of the Brookfield District including without limitation a 158.396-acre tract north of an unnamed tributary, as shown in Exhibit C and described in Exhibit C-1 (the "Shale Creek Property") as described in that certain Agreement Concerning Water and Sewer Service to Shale Creek Development dated 2-17-17 (City Secretary Contract No. 48653) (the "Shale Creek Water and Sewer

Agreement").

K. The Shale Creek Wastewater Treatment Plant may have excess capacity to provide interim sewer service to a portion of the Brookfield Property in a cost-effective way that would not require boring under Highway 114, pending construction of the Off-Site Sewer Main.

L. At any time prior to approval by the City of a final plat containing the 2,501st lot within the Sewer Service Area and the Shale Creek Property, the Brookfield District and the Alpha Ranch District shall construct, or cause the construction of, the Off-Site Sewer Main in accordance with the Sewer Infrastructure Agreement, whereupon the Elizabeth Creek Wastewater Treatment Plant will be taken out of service and the City will become the provider of retail sewer services to all existing and future customers in the Alpha Ranch District and the Brookfield District.

M. The number of retail connections served by the Elizabeth Creek Wastewater Treatment Plant within the Sewer Service Area shall not, when added to the number of retail connections served by the Shale Creek Wastewater Treatment Plan within the Brookfield Property and the Shale Creek Property, exceed a total of 2,500 retail connections.

N. Aqua Texas will provide sewer service to the Shale Creek Property in accordance with the Shale Creek Water and Sewer Agreement; provided, however, the lots within the Shale Creek Property shall be counted toward (a) the maximum 2,500 retail connections that can be served by the Elizabeth Creek Wastewater Treatment Plant and/or the Shale Creek Wastewater Treatment Plant prior to construction of the Off-Site Sewer Main; and (b) the final plats to be considering in establishing the deadline to design and construct the Off-Site Sewer Main.

O. The Alpha Ranch District agrees, upon commencement of construction of the Off-Site Sewer Main and acceptance by the City in accordance with the Sewer Infrastructure Agreement, to (i) file a motion with the Public Utility Commission of Texas (the "PUC"), the TCEQ or other agency with jurisdiction to transfer to the City or dissolve its sewer CCN with respect to the Alpha Ranch District and (ii) convey to the City certain wastewater infrastructure and related assets to serve the Alpha Ranch District at a nominal cost, in accordance with this Agreement.

P. The Brookfield District agrees, upon commencement of construction of the Off-Site Sewer Main and acceptance by the City, to (i) file a motion with the PUC, the TCEQ or other agency with jurisdiction to transfer to the City or dissolve its sewer CCN with respect to the Brookfield District and (ii) convey to the City certain wastewater infrastructure and related assets to serve the Brookfield District at a nominal cost, in accordance with this Agreement.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties contract and agree as follows:

ARTICLE I

DEFINITIONS

1.01 "Alpha Ranch Property" means the 1,293.736 acres of land described in Exhibit A-1. If the Alpha Ranch District annexes the CTMGT Tract described in Exhibit A-2, the "Alpha Ranch Property" also includes the CTMGT Tract. If the Alpha Ranch District annexes the Ryan Trust Tract described in Exhibit A-3, the "Alpha Ranch Property" also includes the Ryan Trust Tract.

1.02 "Effective Date" means the effective date of this Agreement as defined in Section 6.17.

1.03 "Parties" means, collectively, the City, the Alpha Ranch District, the Brookfield District, and any permitted successors and assigns.

1.04 "Party" means, individually, the City, the Alpha Ranch District, or the Brookfield District, and any permitted successors and assigns.

1.05 "Property" means the items listed in Section 2.03(a).

1.06 "Sewer Service Area" means the Alpha Ranch Property, as defined in Recital A, and the Brookfield Property, as defined in Recital D.

ARTICLE II

PROVISION OF WASTEWATER SERVICE; CONSTRUCTION OF WASTEWATER INFRASTRUCTURE; OPTION TO PURCHASE FACILITIES AND RELATED ASSETS

2.01 Provision of Wastewater Service to Customers in the Alpha Ranch District and the Brookfield District; Construction and Removal of Sewer Infrastructure.

(a) The Alpha Ranch District and the Brookfield District have the option to construct, or cause to be constructed, jointly or separately, the Elizabeth Creek Wastewater Treatment Plant within the boundaries of the Alpha Ranch District, at no expense to the City.

(b) The Districts may provide retail sewer service to the Alpha Ranch Property and the Brookfield Property using the Elizabeth Creek Wastewater Treatment Plant and/or by contracting with Aqua Texas for service to the Brookfield Property utilizing the Shale Creek Wastewater Treatment Plant.

(c) The City shall support one or more applications to the TCEQ to amend the Elizabeth Creek Wastewater Discharge Permit, subject to Trinity River Authority approval, provided such applications comply with all applicable TCEQ standards and the Districts submit an updated sewer study to the City. The Districts may submit multiple applications to the TCEQ to amend the Elizabeth Creek Wastewater Discharge Permit in increments, provided, however, in no event shall the Districts apply for permits to amend the Elizabeth Creek Wastewater Discharge Plant to exceed the capacity needed to serve 2,500 retail connections less the number

of retail connections within the Shale Creek Property and the Brookfield Property served by the Shale Creek Wastewater Plant. For purposes of this Agreement, each lot included in a recorded final plat shall be considered to be one retail connection.

(d) The Alpha Ranch District and the Brookfield District shall construct, or cause to be constructed, jointly or separately, the Off-Site Sewer Main in accordance with the Sewer Infrastructure Agreement. The Alpha Ranch District and the Brookfield District shall commence designing the Off-Site Sewer Main before approval by the City of final plats containing 1,875 lots within the Sewer Service Area and the Shale Creek Property and shall start construction of the Off-Site Sewer Main before approval by the City of final plats containing 2,250 lots within the Sewer Service Area and the Shale Creek Property. In no event shall the Elizabeth Creek Wastewater Treatment Plant (alone or in combination with the Shale Creek Wastewater Plant) serve more than 2,500 retail connections within the Sewer Service Area and the Shale Creek Property.

(e) Upon completion of construction of the Off-Site Sewer Main and acceptance by the City in accordance with the Sewer Infrastructure Agreement, the City will become the retail sewer provider to all then existing and future customers in the Alpha Ranch District and the Brookfield District at the City's generally applicable rates charged to comparable classes of out-of-city customers. Aqua Texas shall continue to provide retail sewer service to customers within the Shale Creek Property in accordance with the Shale Creek Water and Sewer Agreement.

(f) The Elizabeth Creek Wastewater Treatment Plant shall be the property of the Alpha Ranch District, either solely or pursuant to a joint agreement with the Brookfield District. Within 120 days after completion of construction of the Off-Site Sewer Main and acceptance by the City, the Districts shall cause the Elizabeth Creek Wastewater Treatment Plant to be removed from the Alpha Ranch District at no expense to the City and shall dispose of the plant in their sole discretion.

(g) The Shale Creek Wastewater Treatment Plant shall remain the property of Aqua Texas.

2.02 Cooperation by the Districts.

(a) The Alpha Ranch District agrees, upon commencement of construction of the Off-Site Sewer Main, to file a motion with the PUC, the TCEQ, or other agency with jurisdiction, at no cost to the City, to transfer to the City or dissolve its sewer CCN with respect to all property within the Alpha Ranch District, expressly including without limitation the 160.8963 acres of land described in Exhibit A-4.

(b) The Brookfield District agrees, upon commencement of construction of the Off-Site Sewer Main, to file a motion with the PUC, the TCEQ, or other agency with jurisdiction, at no cost to the City, to transfer to the City or dissolve its sewer CCN with respect to all property within the Brookfield District, consisting of the 231.579 acres of land described in Exhibit B-1.

(c) The Districts agree not to contest any applications filed by the City at the TCEQ, the PUC, or other governmental agency for a new or amended wastewater CCN to effectuate the Agreement Concerning Sewer Service

transfer to the City of retail wastewater service rights for property within the Alpha Ranch District and the Brookfield District after construction of the Off-Site Sewer Main and to cooperate with and assist the City to the extent reasonably necessary in obtaining any regulatory approvals required to effectuate such transfer of wastewater utility service rights by the Districts to the City.

2.03 Grant of Option. Subject to the terms and conditions set forth in this Agreement, the Districts grant to the City an option (the "Option") to purchase and accept from the Districts all or any part of the Districts' right, title and interest in and to the following property, as it may now exist, or be acquired or constructed by the Districts at any time after the Effective Date, and consisting of the following (collectively, the "Property"):

- a. all wastewater collection facilities, including meters, lift stations, and other equipment, fixtures, on-site sewer mains, improvements or appurtenances used to provide wastewater service to the Sewer Service Area constructed by or on behalf of the Districts, excluding the Elizabeth Creek Wastewater Treatment Plant and the Shale Creek Wastewater Treatment Plant (collectively, "Wastewater Facilities");
- b. all easements and rights-of-way associated with the Wastewater Facilities (the "Easements");
- c. any tract of land within the Alpha Ranch District and/or the Brookfield District owned by a District and in use or designated by the District for the operation of the Wastewater Facilities, with the exception of real property on which the Elizabeth Creek Wastewater Treatment Plant is located (the "Land");
- d. account records and information for existing customers served by the Wastewater Facilities (the "Account Information");
- e. surveys, plans and specifications in a District's possession or control that relate to the Wastewater Facilities (the "Documents"); and
- f. account deposits.

2.04 Exercise of Option. The City may exercise the Option within the one year period commencing upon acceptance by the City of the Off-Site Sewer Main ("Option Period") by providing Notice to the Districts of its desire to exercise the Option as to all or any portion of the Property ("Exercise Notice"). The date on which the City sends the Exercise Notice is called the "Option Exercise Date".

2.05 Information to the City. Within thirty (30) days following the Option Exercise Date, the Districts shall provide to the City true and complete copies of all written information that any of them possesses (other than privileged communications or attorney work-product) with regard to the Property, including but not limited to: environmental studies and reports; any permits required for the Wastewater Facilities; all agreements granting or conveying the

Easements; the Documents; and a complete and itemized inventory of Property, if any, that is not described or shown by the Documents.

2.06 Prohibited Sales and Encumbrances. The Districts may not enter into any agreement to sell, transfer or grant any preferential right to purchase (including but not limited to any option, right of first refusal, or right of first negotiation) with respect to all or any portion of the Property without the City's written consent. Further, the Districts may not mortgage, lease, or otherwise encumber all or any portion of the Property ("Prohibited Encumbrance"), unless such Prohibited Encumbrance is cured and removed at or before Closing, as hereafter defined.

2.07 Memorandum of Agreement. The City and the Districts shall execute and record, in the form attached as Exhibit D to this Agreement, a "Memorandum of Agreement Concerning Sewer Service to the Alpha Ranch and Brookfield Developments" in the Real Property Records of Denton and Wise Counties, Texas within thirty (30) days after the Effective Date.

2.08 Construction of Wastewater Facilities to City Standards; Ownership of Facilities. The Districts shall require that the Wastewater Facilities be constructed to City standards and conveyed to the Districts. The Districts shall require that the Elizabeth Creek Wastewater Treatment Plant be constructed to TCEQ standards.

2.09 Inspection of Facilities. The City may inspect the Wastewater Facilities from time to time, but no more often than once per year, at the City's expense.

2.10 Payment of Sewer Impact Fees.

(a) The City may assess and collect sewer impact fees in accordance with Chapter 395, Local Government Code, and the City's sewer impact fee ordinance (collectively, "Sewer Impact Fees") for structures within the Districts. The City shall not collect any other capital recovery fee within the Districts.

(b) For structures that initially receive retail sewer service from a District utilizing the Elizabeth Creek Wastewater Treatment Plant or by contracting with Aqua Texas for service using the Shale Creek Wastewater Treatment Plant pursuant to Section 2.01, the City (i) will assess a Sewer Impact Fee for each structure at the time of recordation of a subdivision plat; and (ii) will collect a Sewer Impact Fee for each structure as a condition of issuance of a building permit for such structure, at the collection rate generally applicable within the City's corporate limits.

(c) After the City becomes the retail sewer provider pursuant to Section 2.01(e), the City may collect Sewer Impact Fees within the Alpha Ranch District and the Brookfield District in accordance with the City's generally applicable requirements for retail sewer customers within the City's corporate limits.

2.11 Effect of Transfer of Wastewater Service. Once the City becomes the retail provider of wastewater service within the Alpha Ranch District and the Brookfield District, the Districts will cease providing wastewater utility services to such areas, and the City shall have no

further obligations to the Districts with regard to the costs, operation, equipment removal or site restoration of the Districts' wastewater system operations for such areas. All costs of dismantling, decommissioning and removal of the then-existing wastewater system facilities for which the City does not exercise the Option shall be borne by the Districts.

ARTICLE III

PURCHASE PRICE AND OPTION CONSIDERATION

3.01 Purchase Price. If the City exercises the Option as to all or any portion of the Property, the consideration is TEN DOLLARS (\$10.00) (collectively, the "Purchase Price").

3.02 Time of Payment. The Purchase Price is payable in cash at the Closing.

3.03 Consideration. The Districts acknowledge that the Purchase Price and the City's agreement to provide retail wastewater services to current and future customers within the Alpha Ranch District and the Brookfield District constitute just, adequate, and reasonable compensation to the Districts for the relinquishment of CCN rights and conveyance of the Property to the City hereunder. As additional consideration for the Districts' holding the Property available for purchase during the Option Period, the City has paid to the Districts \$100 ("Independent Option Consideration"), which the Districts may retain, even if the City does not exercise the Option.

ARTICLE IV

SURVEY, INSPECTION AND TITLE COMMITMENT

4.01 Survey. During the Option Period, the City shall have the right to obtain, at the City's expense, a current, on-the-ground land title survey ("Survey") of all or any portion of the Property made by a duly licensed surveyor reasonably acceptable to the Districts.

4.02 Inspections. During the Option Period, the City shall have the right to obtain an inspection, including an appraisal of real and personal property ("Inspection"), of all or any portion of the Property, for purposes of assessing the physical and operational condition of the Property.

4.03 Title Examination. During the Option Period, the City shall have the right to obtain, at the City's expense, an examination of any or all of the real property records related to the Land and the Easements ("Title Commitment"), including any and all instruments constituting an exception or restriction upon the title or easement rights of the Districts.

4.04 Approval Period and Title. If the City chooses to have a Survey, Inspection or Title Commitment of all or any portion of the Property during the Option Period, the City may, after delivering the Exercise Notice, deliver to the Districts a Notice of its written objections to anything contained therein. The Districts shall, in good faith, attempt to satisfy such objections before Closing; but the Districts shall not be required to incur any cost to do so, except with respect to any Prohibited Encumbrance, which must be removed or cured before Closing. For all objections except the Prohibited Encumbrances, if the Districts are unable to satisfy such other

objections on or before the Closing date, or if, for any reason, Seller is otherwise unable to convey title in accordance with Section 5.02 below, then the City, as its sole and exclusive remedy hereunder may (a) waive such objections and accept the Property in its condition at the time of Closing, with such title to the Property as the Districts are able to convey; (b) elect to exclude from the purchase any portion of the Property that it deems to be affected by its objections and accept such title to the remainder of the Property as the Districts are able to convey; or (c) withdraw the Exercise Notice in its entirety. The City may enforce by specific performance the Districts' obligation under Section 2.06 to remove any Prohibited Encumbrance.

ARTICLE V **CLOSING**

5.01 Time of Closing. The closing ("Closing") of the sale of the Property by the Districts to the City will occur on or before ninety (90) days after the Option Exercise Date, or at such other time or place as the Parties may mutually determine ("Closing Date").

5.02 Requirements of Seller. For all of the Property that is the subject of the Option Notice, unless excluded by the City pursuant to Section 4.04, the Districts shall deliver or cause to be delivered to the City at Closing the following: (a) a Bill of Sale and Assignment, fully executed and acknowledged by each District as its interests may appear, conveying, transferring, and assigning to the City all of such District's right, title, and interest in and to the Wastewater Facilities, the Account Information, and the Documents; (b) a Special Warranty Deed executed and acknowledged by each District as its interests may appear, conveying to the City good and indefeasible fee simple title to the Land, subject to all matters of record; (c) an assignment of Easements, executed and acknowledged by each District as its interests may appear, conveying, transferring, and assigning to the City all of such District's right, title, and interest in and to the Easements; (d) evidence reasonably satisfactory to the City that the person(s) executing the Closing documents on behalf of the Districts has full right, power, and authority to do so; and (e) any other document reasonably necessary to consummate the transaction.

5.03 Requirements of Purchaser. The City shall deliver or cause to be delivered to the Districts at Closing all of the following: (a) the Purchase Price; and (b) evidence reasonably satisfactory to the Districts that the person executing any Closing documents on behalf of the City has full right, power, and authority to do so. The City also agrees to provide documentation upon request by the Districts for any TCEQ utility bond application by the Districts or related agreed-upon procedures report.

5.04 The City's Remedies. If the Districts fail or refuse to sell the Property at the Closing, then the City is entitled to (a) enforce specific performance of the Districts' obligations under this Agreement; b) withdraw its Exercise Notice and its corresponding exercise of the Option, but preserve its right to exercise the Option at a later date within the Option Period; or (c) exercise any other right or remedy available to the City at law or in equity.

ARTICLE VI
MISCELLANEOUS

6.01 Form of Easement. Before executing any Easement for Wastewater Facilities to serve the Alpha Ranch District or the Brookfield District, the affected District shall submit to the City for its review and approval (which approval by the City shall not be unreasonably withheld) the District's proposed form of Easement. Among other things, the Easement form must provide that the underlying land owner of the servient tenement consents in advance to any future assignment of such Easement by the District to the City. After the City has approved the form of wastewater Easement, the City's prior written consent will not be required for any new Easement a District enters into with the approved form. Nevertheless, the Districts must send to the City copies of each fully executed and recorded Easement within thirty (30) days after such Easement is executed.

6.02 Other Forms. In case of a dispute as to the form of any document required by this Agreement, unless otherwise required by other agreements entered into by the Parties, the current form prepared by the State Bar of Texas shall be conclusively deemed reasonable.

6.03 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 Party as provided in this Section 6.03.

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: Water Director
1000 Throckmorton Street
Fort Worth, Texas 76102

To the Districts:

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

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

6.04 Binding Effect and Assignment.

(a) This Agreement and the Option granted herein 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 without the written consent of the other Parties.

6.05 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.

6.06 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.

6.07 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.

6.08 Survival. Any portion of this Agreement not otherwise consummated at the Closing will survive the Closing of this transaction as a continuing agreement by and between the Parties.

6.09 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

6.10 Section 13.248 Agreement. The Parties agree that the designation under this Agreement of areas and customers to be served by wastewater utility providers is valid and enforceable and may be submitted to the TCEQ, PUC or other agency with jurisdiction for approval pursuant to Section 13.248 of the Texas Water Code.

6.11 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.

6.12 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.**

6.13 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.

6.14 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.

6.15 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.

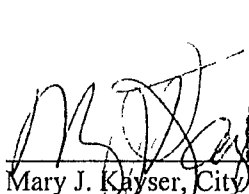
6.16 Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

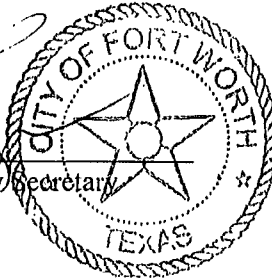
Exhibit A	Map of the Alpha Ranch District
Exhibit A-1	Legal Description of the Alpha Ranch Property
Exhibit A-2	Legal Description of the CTMGT Tract
Exhibit A-3	Legal Description of the Ryan Trust Tract
Exhibit A-4	Legal Description of 160.8963 acres of Land in the Alpha Ranch District
Exhibit B	Map of the Brookfield District
Exhibit B-1	Legal Description of the Brookfield Property
Exhibit C	Map of the Shale Creek Property
Exhibit C-1	Legal Description of the Shale Creek Property
Exhibit D	Memorandum of Agreement Concerning Water and Sewer Service to the Alpha Ranch and Brookfield Developments
Exhibit E	Off-Site Sewer Main
Exhibit E-1	Sanitary Sewer Loading

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

THE CITY

ATTEST:


Mary J. Kayser, City Secretary



THE CITY OF FORT WORTH,
a Texas home-rule municipal corporation of
Tarrant, Denton, Johnson, Parker and Wise
Counties

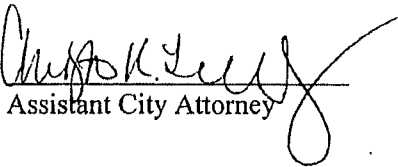
By: 

Name: Jesus "Jay" Chapo

Title: Assistant City Manager

Date: 3-7-17

APPROVED AS TO FORM
AND LEGALITY:

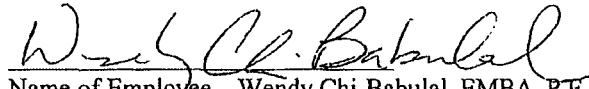

Assistant City Attorney

L-15980
Contract Authorization

12-13-2016
Date

Contract Compliance Manager for the Agreement Concerning Sewer Service to Alpha Ranch and Brookfield Developments.

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.

A handwritten signature in black ink, appearing to read "Wendy Chi-Babulal", written over a horizontal line.

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

Water Planning/Development Engineering Manager
Title

THE DISTRICTS

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

By: Charlie Haynes

Name: Charlie Haynes
President, Board of Supervisors

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

By: _____

Name: _____
President, Board of Supervisors

THE DISTRICTS

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

By: _____

Name: _____
President, Board of Supervisors

**BROOKFIELD FRESH WATER SUPPLY
DISTRICT NO. 1 OF DENTON COUNTY
f/k/a South Denton County Water Control
and Improvement District No. 1**

By: Sandra Achiman

Name: Sandra Achiman
Vice President, Board of Supervisors

Exhibit A
Map of the Alpha Ranch District

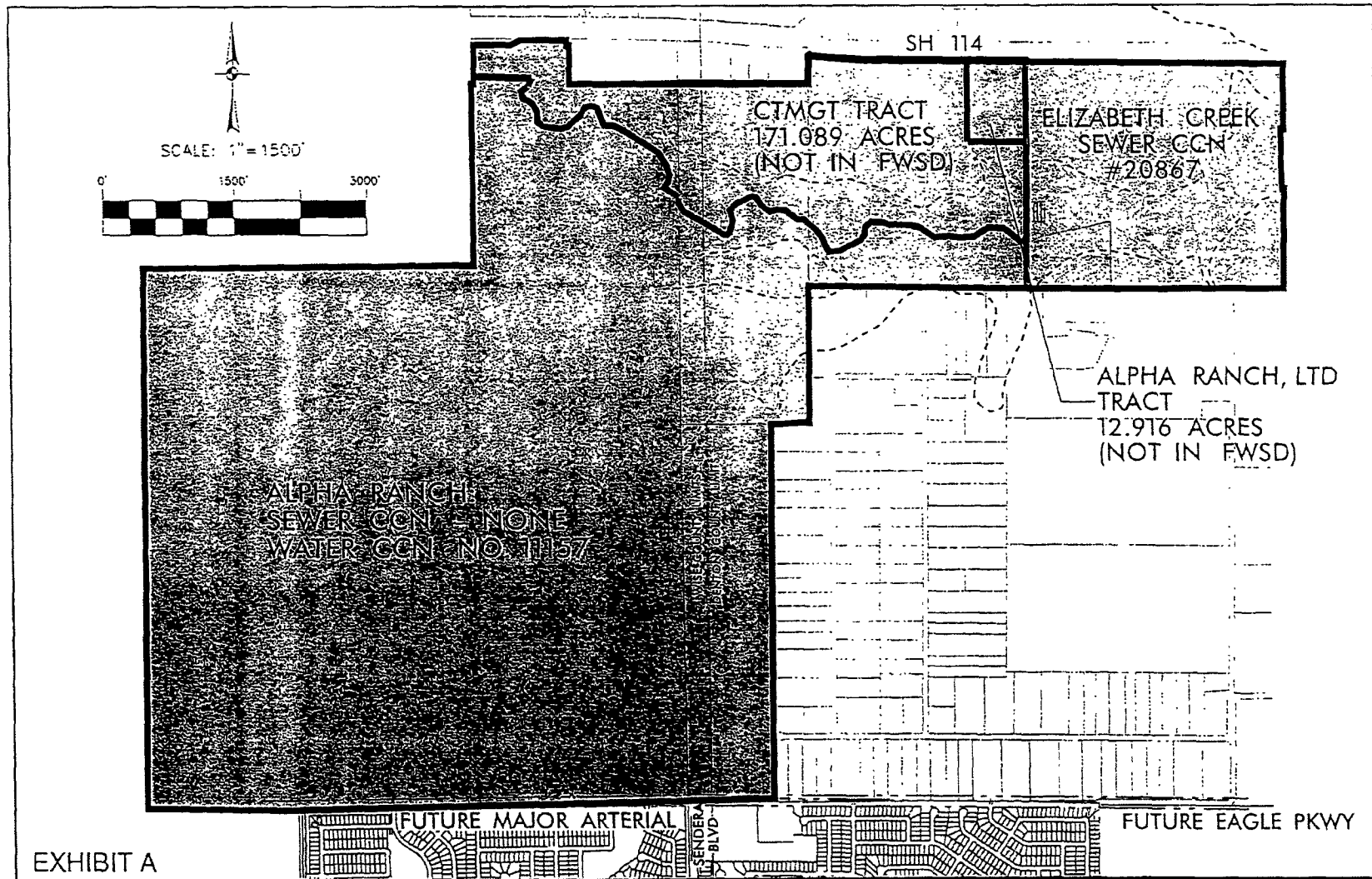


EXHIBIT A

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: 817.870.3688
STATE 350 FAX: 817.870.3655
TEXAS BOARD OF PROFESSIONAL ENGINEERS, P.E. REG. NO. 4170

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. Griffith, and wife June Larue Griffith, 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 Griffith 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 Griffith tract, to a 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;

Exhibit "A"

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. Griffith, and wife June Larue Griffith, 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 Griffith 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 Griffith 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 Lucok, 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 Lucok 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;

S 76°44'24"E, 116.80 feet to the east line of said Alpha Ranch, Ltd. tract, and the west line of a forementioned 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 ½ 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 ½ 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 ½ 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 ½ 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 ½ 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 ½ 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.