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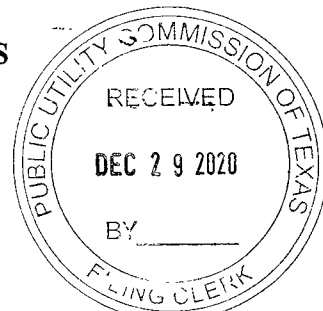


Item Number: 7

Addendum StartPage: 0

## PUC DOCKET NO. 51545

PETITION OF COMPASS	§	PUBLIC UTILITY COMMISSION
DATACENTERS DFW III, LLC TO	§	
AMEND ROCKETT SPECIAL UTILITY	§	
DISTRICT'S CERTIFICATE OF	§	OF TEXAS
CONVENIENCE AND NECESSITY IN	§	
ELLIS COUNTY BY EXPEDITED	§	
RELEASE	§	



**ROCKETT SPECIAL UTILITY DISTRICT'S  
RESPONSE TO THE PETITION AND MOTION TO DISMISS**

COMES NOW, Rockett Special Utility District, a political subdivision of the State of Texas ("Rockett") and files its Response to the Petition of Compass Datacenters DFW III, LLC. to amend Rockett's Certificate of Convenience and Necessity (CCN) in Ellis County by Expedited Release and Motion to Dismiss. In support thereof, Rockett respectfully would show as follows:

**I. BACKGROUND**

Compass Datacenters DFW III, LLC, a Delaware limited liability company ("Petitioner" or "Compass") filed a petition for streamlined expedited release, pursuant to Texas Water Code (TWC) § 13.2541 and 16 Texas Administrative Code (TAC) § 24.245(h), from Rockett's water CCN No. 10099, where the properties subject to the Petition are Tract A being approximately 73 acres and Tract B being approximately 73 acres in Ellis County (collectively, the "Property") on November 20, 2020 (the "Petition").

Order No. 1 issued on November 24, 2020 established the procedural schedule requiring Commission Staff's comments on the administrative completeness of the Petition, notice, and legal issues by December 21, 2020.

Rockett filed its Motion to Intervene filed on December 2, 2020.

On December 10, 2020, Rockett filed its Complaint in federal court, styled *Rockett Special Util. Dist. v. Walker*, No. 20-CV-1207 (W.D. Tex. filed Dec. 10, 2020), naming, among others, Petitioner, the Commissioners, and Red Oak Industrial Development Corporation (the previous landowner of the Property) as defendants, seeking *inter alia*, federal prospective injunctive relief against the Commissioners to preclude further consideration of this action by the Commissioners.

Commission Staff (Staff) filed its Motion to Abate on December 17, 2020; there was no comment on the administrative completeness of the Petition.

Order No. 1 also required Rockett to submit a response to the Petition by December 29, 2020; therefore, this Response is timely filed.

## II. ARGUMENTS AND AUTHORITIES

The Petition is premised on 16 TAC § 24.245(h) and TWC § 13.2541, and must be dismissed as Rockett has “provided or made service available and enjoys protection” under 7 U.S.C. § 1926(b),<sup>1</sup> such that the Property cannot be removed from Rockett’s territory. Additionally, the Property is receiving water “service” from Rockett as defined by TWC § 13.002. Therefore, the Property does not qualify for streamlined expedited release from Rockett’s CCN and the Petition must be denied.

### A. The Property Cannot Be Released From Rockett’s Territory Under Federal Laws, including 7 U.S.C. § 1926(b)

Rockett is indebted on a loan which qualifies Rockett for the protections of 7 U.S.C. § 1926(b). Although Texas Water Code § 13.2541(d) provides that the Commission may not deny the Petition based on the fact that Rockett is a borrower under a federal loan program, releasing the Property by granting the Petition while ignoring Rockett’s indebtedness on a loan guaranteed by the United States Department of Agriculture (USDA) violates Rockett’s protection pursuant to 7 U.S.C. § 1926(b).

#### 1. Rockett has a “such loan” and enjoys protection under 7 U.S.C. § 1926(b)

7 U.S.C § 1926(b) provides:

##### “(b) Curtailment or limitation of service prohibited

The service provided or made available through any such association shall not be curtailed or limited by inclusion of the area served by such association within the boundaries of any municipal corporation or other public body, or by the granting of any private franchise for similar service within such area during the term of such loan; nor shall the happening of any such event be the basis of requiring such association to secure any franchise, license, or permit as a condition to continuing to serve the area served by the association at the time of the occurrence of such event (emphasis added).”

<sup>1</sup> *Green Valley Special Util. Dist. v. City of Schertz, Texas*, No. 18-51092, 2020 WL 4557844, at \*12 (5th Cir. Aug. 7, 2020) (“In North Alamo’s place, we adopt the ‘physical ability’ test as articulated in *Le-Ax Water*, 346 F.3d at 705–07, albeit with one small alteration.<sup>34</sup> To make the test easy to apply to both water and sewer service, we hold that a utility must show that it has (1) adequate facilities to provide service to the area within a reasonable time after a request for service is made and (2) the legal right to provide service.”)

The term “such loan” means any loan which is contemplated by 7 U.S.C. § 1926(a) which includes guaranteed and insured loans. On September 26, 2019, Rockett received funding contemplated under 7 U.S.C. § 1926(b) (“Section 1926(b)”), establishing Rockett’s indebtedness qualifying it for the protections under Section 1926(b). The supporting affidavit of Kay Phillips, General Manager of Rockett Special Utility District, is attached hereto as Attachment A, attesting to the funding which qualifies Rockett for Section 1926(b) protection. The attached Attachment B provides a true and correct copy of Rockett’s receipt and confirmation of the loan. Rockett is providing this information (above and below) regarding its Section 1926(b) rights, to inform the Commission of Rockett’s federal rights but Rockett is not seeking a determination of those rights by the Commission; rather, Rockett has filed its England Reservation (see below), reserving all federal issues to be decided by the federal court.

A rural water association seeking the protections of Section 1926(b) must establish that (1) it is an “association” as defined in Section 1926, (2) it has an outstanding qualifying loan, and (3) that the utility provided or made water service available.<sup>2</sup> Rockett satisfies these requirements as provided by, but not limited to, the following:

**a. Rockett Special Utility District is a rural water association under Section 1926,** as Rockett is a political subdivision of the State of Texas and a retail public utility operating under Chapter 65 of the Texas Water Code, among others, furnishing water to rural areas in Dallas and Ellis Counties.

**b. Rockett has an outstanding qualifying “such loan” contemplated by Section 1926(b).** In *Crystal Clear*, the court concluded that an affidavit of the general manager of the association along with ancillary documents that confirmed a qualifying loan remained outstanding were sufficient to establish the association’s indebtedness.<sup>3</sup>

Attached to this Response is Attachment C, which includes true and correct copies of the following ancillary documents that reflect the qualifying loan under Section 1926(b) in connection therewith: (i) the Conditional Commitment for Guarantee of the USDA dated July 25, 2019, reflecting CoBank, ACB (“CoBank”) as the lender and Rockett as the borrower, (ii) the

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<sup>2</sup> *Crystal Clear Special Utility District v. Marquez*, 316 F.Supp.3d 965, 969 (5th Cir. 2018) (referring to *El Oso Water Supply Corp. v. City of Karnes City, Texas*, No. SA-10-CA-0819-OLG, 2011 WL 9155609, at \*5 (W.D. Tex. Aug. 30, 2011)).

<sup>3</sup> *Id.*

Acceptance of Conditions executed by authorized representatives of CoBank and Rockett, and (iii) the Request for Obligation of Funds Guaranteed Loans and the Certification Approval of the funds dated August 7, 2019 signed by the authorized representative of the USDA.

Attachment D is a true and correct copy of the Loan Note Guarantee issued by the USDA.

As the loan closed on September 26, 2019 and remains outstanding, and in addition to the affidavit of Rockett's General Manager in Attachment A, the receipt of the loan in Attachment B, the documents in Attachment C and the Loan Note Guarantee in Attachment D, there is no question that Rockett has a "such loan" and enjoys protection under Section 1926(b).

c. **Rockett has "provided or made service available" to the Property.** Attached to this Response as Attachment E is a depiction identifying Rockett's waterlines and facilities serving the Property and surrounding area as prepared by Rockett's consulting engineer of record. Attachment F is the Application for Non-standard Water Utility Service submitted by Compass' engineers KFM Engineering & Design on or about December 29, 2019 via e-mail, requesting water service from Rockett. Over several months, Compass representatives provided various information, documents, and plans including changes and revisions thereto, to Rockett's staff and consulting engineers in preparation of the hydraulic analysis evaluation by Rockett's consulting engineer and contract for water service from Rockett.

Compass and Rockett entered into an agreement for water service dated and effective March 17, 2020 (the "Service Contract"), attached hereto as Attachment G. Compass immediately began construction and is currently using Rockett's water and receiving service through the 12" waterlines, the 8" domestic water meter, 2" irrigation meter, and fire hydrant meter. Attachment H reflects Compass' most recent bills for water service from Rockett through the 8" domestic water meter (Attachment H-1), 2" irrigation meter (Attachment H-2), and the fire hydrant meter (Attachment H-3). On May 12, 2020, Compass conveyed an Easement to Rockett for water service to the Property, a copy of which is provided in Attachment I.

In addition to the facts, arguments, and authorities to be provided further herein, Rockett has "provided or made service available" to the Property and is a rural water association with an outstanding loan qualifying Rockett for protection under 7 U.S.C. § 1926(b).

**2. TWC § 13.2541(d) directly conflicts with 7 U.S.C. § 1926(b); the Supremacy Clause directs the Petition to be dismissed**

The court in *Crystal Clear* determined that 7 U.S.C. § 1926(b) preempted TWC § 13.254(a-5) and (a-6),<sup>4</sup> now TWC § 13.2541(b) and (c)-(f) respectively. Although the Fifth Circuit has vacated the decision in *Crystal Clear*,<sup>5</sup> the recommendation and opinion of Magistrate Judge Andrew W. Austin in *Crystal Clear* still validly points out that the Commissioners have incorrectly suggested federal law should be ignored:

**The Court cannot complete this discussion without noting that the PUC Officials' brief contains the unsettling suggestion that it does not recognize federal law as the supreme law of the United States.** Specifically, PUC Officials state that *even if* the Court strikes § 13.254(a-6),

Section 13.254(a-5) states that the PUCT “shall grant” a petition meeting [(a-5)’s] three requirements, and, being a creature of statute, the PUCT may not consider an extrastatutory factor—such as the utility’s status as a debtor to the USDA—regardless of that portion of 13.254(a-6) reaffirming that principle.

Dkt. No. 72 at 15. The Constitution begs to differ. Though it should not be necessary, the Court reminds PUC Officials that Article VI of the Constitution provides:

This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; **and the judges in every state shall be bound thereby**, anything in the Constitution or laws of any State to the contrary notwithstanding.

U.S. Const. Art. VI (emphasis added). **Thus, regardless of whether § 13.254(a-5) explicitly directs the PUC to consider the provisions of 7 U.S.C. § 1926(b), the PUC has no choice in the matter, as the Constitution compels it to consider that applicable federal law. The fact that the PUC suggests otherwise is troubling.** Generally, a court should be as circumscribed as possible when it determines the scope of a ruling invalidating a statute, and this is particularly true when there are both separation of powers and federalism issues implicated, as there are here. But the PUC Officials’ suggestion that they have no choice but to follow state law even in the face of a directly contrary federal law—despite the fact that the agency has a general counsel and a staff full of attorneys—supports *Crystal Clear*’s argument that the Court should go

<sup>4</sup> *Crystal Clear Spec. Util. Dist. v. Walker*, No. A-17-CV-00254-LY, 2018 WL 6242370, at \*3–4 (W.D. Tex. Nov. 29, 2018), *report and recommendation adopted as modified sub nom. Crystal Clear Special Util. Dist. v. Walker*, No. 1:17-CV-254-LY, 2019 WL 2453777 (W.D. Tex. Mar. 27, 2019).

<sup>5</sup> *Crystal Clear Spec. Util. Dist. v. Marquez*, No. 19-50556 (5th Cir. Nov. 6, 2020) (per curiam).

further than simply enjoining enforcement of § 13.254(a-6). Accordingly, the Court has added in its recommended relief, a declaration regarding § 13.254(a-5) as well.<sup>6</sup>

If the Commission should rely on the state statute TWC § 13.2541(d) and ignore the federal statute 7 U.S.C. § 1926(b), the Commission will be directly violating the Supremacy Clause—in which its administrative law judges are bound. Therefore, the Petition should be denied as Rockett enjoys 1926(b) protections and the Supremacy Clause does not allow the Commission to have jurisdiction to grant the Petition, as TWC § 13.2541(d) directly conflicts with 7 U.S.C. § 1926(b).

### 3. Adherence to other federal decisions on state laws preempted by Section 1926(b)

In accordance with the Supremacy Clause, state courts cannot ignore the decisions of federal courts on preemption. Rockett's enjoyment of 1926(b) protection is a federal issue to be decided by federal courts, where state courts cannot ignore those decisions on preemption. Although the Fifth Circuit has vacated *Crystal Clear*, the Tenth Circuit provides:

In addition to these principles defining the protection § 1926(b) affords rural water districts from competition, **state law cannot change the service area to which the protection applies, after that federal protection has attached.** See *Pittsburg County*, 358 F.3d at 715. For instance, “**where the federal § 1926 protections have attached, § 1926 preempts local or state law that can be used to justify a municipality’s encroachment** upon disputed area in which an indebted association is legally providing service under state law.” *Pittsburg County*, 358 F.3d at 715 (quotation, alternation omitted).<sup>7</sup>

There is no question that Rockett enjoys 1926(b) protections with the issuance of the Loan Note Guarantee by the USDA on December 8, 2020. As confirmed by the Tenth Circuit, Rockett's territory, including the Property, cannot be removed as 7 U.S.C. § 1926(b) preempts Texas Water Code § 13.2541(b) and (d). Thus, the Petition cannot be granted to release the Property from Rockett's CCN.

<sup>6</sup> *Crystal Clear Spec. Util. Dist. v. Walker*, No. A-17-CV-00254-LY, 2018 WL 6242370, at \*3–4 (W.D. Tex. Nov. 29, 2018) (emphasis added), *report and recommendation adopted as modified sub nom. Crystal Clear Special Util. Dist. v. Walker*, No. 1:17-CV-254-LY, 2019 WL 2453777 (W.D. Tex. Mar. 27, 2019).

<sup>7</sup> *Rural Water Sewer & Solid Waste Mgmt. v. City of Guthrie*, 344 F. App'x 462, 465 (10th Cir. 2009), *certified question answered sub nom. Rural Water Sewer & Solid Waste Mgmt., Dist. No. 1, Logan Cty., Oklahoma v. City of Guthrie*, 2010 OK 51, 253 P.3d 38 (emphasis added).

## B. The Property Does Not Qualify For Release Under Texas Laws

Petitioner filed its Petition pursuant to 16 TAC § 24.245(h) and TWC § 13.2541. The Petition must be dismissed as the Property is receiving water “service” as defined by TWC § 13.002(2) and the findings of various courts, and therefore does not qualify for expedited release.

### 1. The Property is receiving water “service” from Rockett under TWC and TAC

16 TAC § 24.245(h)(1) authorizes the streamlined expedited release if all conditions provided thereunder are met, including subsection “(B) the tract of land is not receiving service of the type that the current CCN holder is authorized to provide under the applicable CCN . . . . (emphasis added).” 16 TAC § 24.3(33) and TWC § 13.002(21) define “service” as follows:

**Any act performed, anything furnished or supplied, and any facilities or lines committed or used** by a retail public utility **in the performance of its duties** under TWC Chapter 13 to its patrons, employees, other retail public utilities and the public, as well as the interchange of facilities between two or more retail public utilities (emphasis added).

Further, the *Crystal Clear* court provides that “a tract of land would not necessarily be ‘receiving’ water service simply because the retail public utility has performed an act . . . , unless the act was performed in furtherance of providing water to the tract seeking decertification.”<sup>8</sup>

#### a. Petitioner has requested water service; Rockett has performed acts in furtherance of providing water service to the Property, and Rockett is furnishing and supplying water service to the Property.

Rockett has water facilities or lines “committed to serving” the particular property or “‘used’ to provide water to that tract” or had performed any act or supplied anything to the particular property *related to* providing water to the property.<sup>9</sup> As previously stated, Petitioner submitted an Application for Non-standard Utility Water Service to Rockett for water service to the Property on December 20, 2019 (the “Application”).<sup>10</sup> As shown in the Application, Petitioner requested water service for the Property, stating that Phase 1 consists of 20.752 acres and Phase 2-4 consists of 144.54 acres, more or less.<sup>11</sup> Petitioner also submitted to Rockett a copy of the Special Warranty

<sup>8</sup> *Tex. Gen. Land Office v. Crystal Clear Water Supply Corp.*, 449 S.W.3d 130, 140 (Tex. App. 2014).

<sup>9</sup> *Johnson Cty. Special Util. Dist. v. Pub. Util. Comm’n of Texas*, No. 03-17-00160-CV, 2018 WL 2170259, at \*8 (Tex. App. May 11, 2018), review denied (Aug. 30, 2019).

<sup>10</sup> Attachment F.

<sup>11</sup> Attachment F ¶ 4.



Deed dated November 1, 2019 provided in the Petition, in which such deed is also referenced in the Non-standard Service Contract between Petitioner and Rockett.<sup>12</sup> The Special Warranty Deed reflects Petitioner's ownership of Tract 1 being 93.713 acres and Tract 2 being 74.900 acres.<sup>13</sup> However, the Petition requests decertification of Tract A being approximately 73 acres and Tract B also being approximately 73 acres.<sup>14</sup>

Petitioner granted an Easement on November 25, 2019 to Rockett **for the installation of Rockett's 12" waterline across Tract B of the Property** to provide water service to the Property.<sup>15</sup> Petitioner provided it's Phasing Plan to Rockett for a hydraulic analysis for Rockett to **provide service to the Property in phases and coordinate with Petitioner with construction of their phases and water usages for each respective phase.**<sup>16</sup> Petitioner and Rockett entered into a Non-standard Service Contract dated March 17, 2020 for Petitioner's development called Project Cardinal to receive water service to the Property and begin construction on Phase 1 and Petitioner paid the costs and fees required to receive its requested demand (usage) of water service under the terms of the contract.<sup>17</sup> By contracting for service to the Property in phases, Petitioner reasonably would pay any costs fees in accordance with the timing and construction of each phase.

**The Property is receiving water service through the 8" domestic water meter, 2" irrigation meter, and a fire hydrant meter** (the location of which is shown on Attachment E) for Phase 1 of Petitioner's project,<sup>18</sup> and the recent water bills for Compass' usage through these meters are evidence that the Property is receiving water service from Rockett.<sup>19</sup>

<sup>12</sup> Attachment G, p.1; Petition of Compass Datacenters DFW III, LLC at Exhibit E (Nov. 20, 2020).

<sup>13</sup> Petition of Compass Datacenters DFW III, LLC at Exhibit E (Nov. 20, 2020).

<sup>14</sup> *Id.* at 3.

<sup>15</sup> Attachment G at Ex. D; Attachment I.

<sup>16</sup> Attachment G at Ex. B and Ex. C (including the evaluation letter from Rockett's engineer dated January 14, 2020 for the analysis of all four phases and also the evaluation letter dated March 4, 2020 specifically for Phase 1).

<sup>17</sup> Attachment I at Ex. E;

<sup>18</sup> *See also* Attachment G at Ex. B, Water Demand By Phase (providing Compass' requested water usage for Phase 1, and the remaining phases).

<sup>19</sup> Attachment H (H-1 is for the 8" domestic water meter; H-2 for the 2" irrigation meter; and H-3 for the fire hydrant meter).

Additionally, Petitioner granted an **Easement on May 12, 2020 to Rockett across Tracts A and B of the Property**,<sup>20</sup> for Rockett's 12" waterline to be extended and installed to provide water service to the Property, including a proposed 2" irrigation meter.<sup>21</sup>

Petitioner has constructed **its internal 12" water (fire) lines throughout Phase 2 located on Tract B of the Property**, and Rockett has furnished or supplied water to the internal 12" water (fire) lines of Phase 2 through Rockett's 12" waterline and 8" domestic water meter of Phase 1.<sup>22</sup> Additionally, **part of Phase 1 of Project Cardinal is also located on Tract B of the Property**.<sup>23</sup>

The Commission may use all facts provided in this proceeding to determine whether the Property is receiving water "service" from Rockett, including any acts performed by Rockett to fulfill a request for a specific quantity and water usage of a proposed future development, and certainly current service to the Property. The determination of whether a tract of land is "receiving water service" is a "fact-based inquiry requiring the Commission to consider whether the Rockett has facilities or lines *committed to providing water* to the particular tract in furtherance of its obligation to provide water to that tract pursuant to its CCN.<sup>24</sup> Rockett has documented that it has committed facilities and lines to serve the Property.

With the evidence presented, the Property is receiving water service from Rockett. Therefore, the Property is not qualified for expedited release from Rockett's CCN under 16 TAC § 24.245(h) and TWC § 13.2541.

**b. Rockett has committed and used its facilities and waterlines to provide water service to the Property.**

As provided herein, Petitioner granted easements across Tracts A and B of the Property to Rockett for the installation of 12" waterlines and the 8" domestic water meter, the current 2" irrigation meter (and future 2" irrigation meters) that is currently and will provide water service specifically to the Property. Rockett's improvements to its Plant No. 4 shown in Attachment E and the Robert W. Sokoll Water Treatment Plant, both of which furnish water to the Property and

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<sup>20</sup> Attachment J.

<sup>21</sup> See Attachment G at Ex. B, Phasing Plan (where Rockett's 12" waterline will be extended to provide additional water service to the Property and a proposed 2" irrigation meter).

<sup>22</sup> Attachment A ¶ 11.

<sup>23</sup> Attachment G at Ex. B, Phasing Plan.

<sup>24</sup> *Mountain Peak Special Util. Dist. v. Pub. Util. Comm'n of Texas*, No. 03-16-00796-CV, 2017 WL 5078034, at \*5 (Tex. App. Nov. 2, 2017).

surrounding area, and Rockett's agreement to provide water service to the Property and evaluating and coordinating with Petitioner to prepare for service to Phases 2-4, are also evidence that Rockett has committed and used, and continued to commit and use, its facilities and waterlines to provide water service to the Property.

## **2. Rockett Is Providing And Making Water Service Available Under *Green Valley***

Rockett is providing water service to the Property in accordance with the recently decided *Green Valley Special Util. Dist. v. City of Schertz, Texas*, 969 F.3d 460 (5th Cir. 2020). Even if the Commission finds that Rockett is only providing service to Phase 1, the *Green Valley* court adopts the "physical ability" test where Rockett "must show it has (1) adequate facilities to provide service to the area within a reasonable time after the request for service is made and (2) the legal right to provide service" to the remaining Phases 2-4 on the Property.<sup>25</sup>

### **a. Rockett has the legal and exclusive right to provide water service to the Property.**

Under Texas law, Rockett's CCN gives it the legal and exclusive right to provide water service to the Property, which is located in Rockett's service area.<sup>26</sup>

### **b. Rockett has adequate facilities to provide service within a reasonable time.**

As provided in the Affidavit of Rockett's General Manager Kay Phillips, the *current* water service to the constructed Phase 1 through the 8" domestic water meter, 2" irrigation meter, fire meter and the internal 12" waterlines of Phase 2, along with Rockett's 12" waterlines and Plant No. 4, among others, are evidence of adequate facilities to provide water service to the Property. Moreover, Rockett's engineer has provided the analysis for Petitioner's requested water usage for Phases 2-4, where Petitioner plans to construct Phases 2-4 between 2022 and 2028.<sup>27</sup>

Under the "physical ability" test affirmed in the recent *Green Valley* decision, the Property is receiving water "service" due to Rockett's legal and exclusive right, in conjunction with its adequate facilities to provide water service to Phases 2-4 on the Property within a reasonable time. Therefore, the Property cannot be released from Rockett's CCN and the Petition cannot be granted.

<sup>25</sup> *Green Valley Special Util. Dist. v. City of Schertz, Texas*, 969 F.3d 460, 477 (5th Cir. 2020).

<sup>26</sup> *Id.* at 466.

<sup>27</sup> Attachment G at Ex. B (Water Demand By Phase), Ex. C (Engineer letter dated January 14, 2020).

**c. It is not required that water must be physically flowing to the Property to be receiving “service”**

Rockett maintains that it is providing water service to the Property. However, it is clear that Petitioner has attempted to remove land associated with Phase 1 of Project Cardinal and request decertification of the remaining land for Phases 2-4.

Water service does not need to be “immediately” available that someone “must be able to go over to the facet and turn on the water;” rather, Rockett only needs adequate facilities within or adjacent to the area to provide service within a reasonable time.<sup>28</sup>

As Rockett has extensively shown that it is providing “service” and has committed or used (and continues to commit and use) its facilities and waterlines to provide water service to the Property, and performed acts in furtherance of providing water service to the Property under its duty as the retail public utility and CCN holder. Therefore, the Petition must be dismissed as the Property is receiving such “service” and cannot be released from Rockett’s CCN under Texas laws and court rulings.

### **III. CONCLUSION**

Rockett enjoys 1926(b) protections, without question due to the issuance of the Loan Note Guarantee by the USDA on December 8, 2020. Although the decision regarding preemption of Tex. Water Code § 13.254(a-5) and (a-6) in *Crystal Clear* was vacated, other federal courts have reiterated the Supremacy Clause and that state laws cannot be used to ignore Rockett’s rightful protection under 7 U.S.C. § 1926(b). Further, Rockett is providing water service under *Green Valley* and Texas statutes and court rulings.

### **IV. ENGLAND RESERVATION**

Rockett hereby submits its “England Reservation” reserving all of its federal rights and remedies and its entitlement to have such rights and remedies resolved/adjudicated in a federal forum in accordance with *England v. Louisiana State Board of Medical Examiners*, 375 U.S. 411, 421 (1964).

### **PRAYER**

WHEREFORE, PREMISES CONSIDERED, for the reasons set forth herein, Rockett Special Utility District respectfully requests that the Petition be denied in its entirety, that Rockett’s

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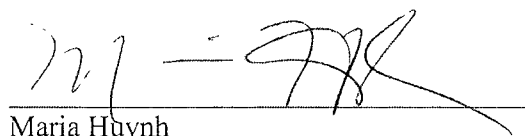
<sup>28</sup> See *Green Valley Special Util. Dist. v. City of Schertz, Texas*, 969 F.3d 460, 477 (adopting the “physical ability” test in *Le-Ax Water Dist. v. City of Athens*, 346 F.3d 701, 707 (6th Cir. 2003); and also *Glenpool Util. Servs. Auth. v. Creek Cty. Rural Water Dist.*, 861 F.2d 1221, 1213 where the water district had a waterline within 50 feet of the subject property).

Motion to Dismiss be granted as the Property is receiving water service from Rockett under federal and state laws, and all other such relief as Rockett may be entitled.

If the Commission shall require further evidence that Rockett has “provided or made service available” to the Property, Rockett respectfully requests an evidentiary hearing for such consideration.

Respectfully submitted,

JAMES W. WILSON & ASSOCIATES, PLLC



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ATTORNEYS FOR ROCKETT SPECIAL  
UTILITY DISTRICT

**CERTIFICATE OF SERVICE**

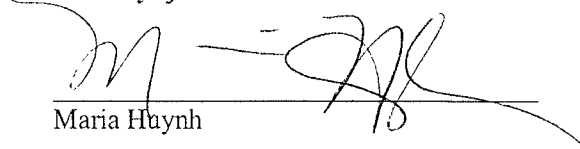
I certify that a true and correct copy of this document was served on the following parties of record on December 29, 2020, by e-mail in accordance with the Commission’s Order.<sup>29</sup>

via e-mail: creighton.mcmurray@puc.texas.gov

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<sup>29</sup> *Issues Related to the State of Disaster for Coronavirus Disease 2019*, Docket No. 50664, Second Order Suspending Rules (Jul. 16, 2020)

## **ATTACHMENT A**

## **SUPPORTING AFFIDAVIT OF KAY PHILLIPS**

**STATE OF TEXAS**

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§

**COUNTY OF ELLIS**

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BEFORE ME, the undersigned authority, on said date personally appeared Kay Phillips, who being first duly sworn states as follows:

"1. My name is Kay Phillips. I am over the age of 18 years of age and I am of sound mind and qualified to make this affidavit. I have personal knowledge of all facts stated herein. Since 2007, I have been the duly appointed general manager of Rockett Special Utility District ("Rockett") and I am custodian of the records of Rockett.

2. I have read Rockett's Response to the Petition and Motion to Dismiss (the "Response") in Docket No. 51545, the Petition of Compass Datacenters DFW III, LLC ("Compass") to amend Rockett's CCN in Ellis County by Expedited Release, and each and every factual statement contained herein is true and correct.

3. Rockett has an outstanding loan from CoBank, ACB guaranteed by the United States Department of Agriculture (USDA) qualifying Rockett for 7 U.S.C. § 1926(b) protection. Attachment B to the Response is a true and correct copy of a wire receipt reflecting funds received by Rockett on September 26, 2019, in the amount of \$1,640,765.23. The loan proceeds are part of a federal USDA guaranteed loan program.

4. Attachment C to the Response is (i) a true and correct copy of the executed Conditional Commitment for Guarantee of the USDA dated July 25, 2019, reflecting CoBank, ACB as the Lender and Rockett Special Utility District as the Borrower; (ii) a true and correct copy of the Acceptance of Conditions executed by the authorized representatives of the Lender and Borrower; and (iii) a true and correct copy of the Request for Obligation of Funds Guaranteed Loans and Certification Approval executed by the authorized representative of the USDA dated August 7, 2019. Exhibit C at p. 2, item 36(2) states: "This Loan Guarantee is approved subject to the conditions on the Conditional Commitment."

5. Attachment D to the Response is a true and correct copy of the Loan Note Guarantee issued by the USDA on December 8, 2020.

6. Attachment E attached to the Response is a depiction identifying the Property in the Petition and Rockett's waterlines and facilities as prepared by Rockett's consulting engineer of record.

7. Attachment F to the Response is a true and correct copy of the email dated December 20, 2019 and attachment being the Application for Non-standard Water Utility Service and related documents submitted by KFM Engineering & Design requesting water service to the Property on behalf of Compass (the "Application").

8. In addition to the Application, KFM Engineering & Design and other Compass representatives (to be referred further herein as "Compass") provided various information, documents, and plans including changes and revisions thereto, to Rockett's staff and consulting engineer not specifically mentioned herein. These supplemental materials were reviewed and analyzed for the preparation of the Non-standard Service Contract between Rockett and Compass to provide service to the Property.

Attachment G to the Response is a true and correct copy of the Non-standard Service Contract between Rockett and Compass effective March 17, 2020, which includes the following exhibits:

*Exhibit A* is the Preliminary Plat of the Property provided by Compass;

*Exhibit B*, also provided by Compass, contains the Phasing Plan (reflecting the locations of ponds, buildings, internal 12" waterlines, 8" domestic water meter and 2" irrigation meters, and Rockett's 12" waterline on the Property) and Compass' requested Water Demand divided into four phases developing from 2019 until 2028 and reflecting total water usage to be 2,104,500 gallons per day (gpd) by 2028;

*Exhibit C* contains the hydraulic analysis evaluation letters dated January 14, 2020 and March 4, 2020, prepared by Rockett's consulting engineer of record, Benjamin S. Shanklin, P.E. of Childress Engineers;

*Exhibit D* is the filed Easement granted by Compass to Rockett on November 25, 2019 for Rockett's 12" waterline and water service to the Property; and

*Exhibit E* is the itemized costs in accordance with various terms of the Non-standard Service Contract paid by Compass.

9. Attachment H to the Response contains true and correct copies of Compass' most recent water bills for water service to the Property:

Attachment H-1 is for water usage from the 8" domestic water meter,

Attachment H-2 is for water usage from the 2" irrigation meter, and

Attachment H-3 is for the fire hydrant meter serving the Property.

10. Attachment I to the Response is a true and correct copy of the receipt for costs and fees in the amount of \$24,302.62 paid by Compass to Rockett, under the terms of the Non-standard Service Contract (see *Exhibit E* in Attachment G).

11. Attachment J to the Response is a true and correct copy of the Easement granted by Compass on May 12, 2020, for Rockett's 12" waterline along Houston School

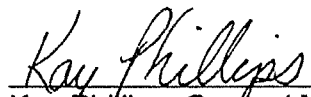


Road to provide water service to the Property, including on both Tracts A and B of the Property.

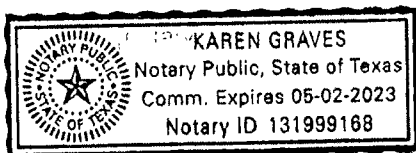
12. Compass has constructed its internal 12" water (fire) lines on the Property for Phase 2 of its project. On Wednesday, December 16, 2020, Rockett's staff was present when Automatic Fire Protection inspected the 12" fire lines on the Property for Phase 2, where water to the 12" fire lines were furnished or supplied from Rockett's 12" waterline and through the 8" domestic water meter.

13. Rockett is providing water service to the Property through, without limitation, Rockett's 12" waterline, 8" domestic water meter, 2" irrigation meter and a fire hydrant meter (see Attachments G-H), Rockett's 12" waterlines and Plant No. 4. Rockett is providing and making water service available to the Property through, without limitation, its Non-standard Service Contract with Compass, hydraulic analysis and evaluation and ongoing participation to provide water service to Phases 2-4 to be constructed on the Property, in these act, among others are in furtherance of providing water service to the Property. Rockett has committed or used, and continues to commit or use, its facilities and waterlines, without limitation, by utilizing the Easements granted by Compass for Rockett's waterlines and meters to provide service to the Property, improvements of Water Plant No. 4 and Robert W. Sokoll Water Treatment Plant (paid by the CoBank loan guaranteed by the USDA), in the performance of its duties as the retail public utility with the legal right to provide water service to the Property and by providing or making service available to the Property within a reasonable time.

14. The instruments or documents indicated in Attachments B-J to the Response are records that were made at or near the time of each act, event or condition set forth. These records were kept in the course of a regularly conducted business activity of Rockett. It is the regular practice of Rockett to make and/or retain such records."

  
\_\_\_\_\_  
Kay Phillips, General Manager  
Rockett Special Utility District

SUBSCRIBED AND SWORN TO before me, the undersigned authority, on the 29<sup>th</sup> day of December, 2020, by Kay Phillips, General Manager of Rockett Special Utility District, a political subdivision of the State of Texas.



  
\_\_\_\_\_  
Notary Public, State of Texas

## **ATTACHMENT B**

**From:** [Kay Phillips](#)  
**To:** [Maria Huynh](#)  
**Subject:** FW: [Customer Incoming Wire Advice - eMail] Message ID:190926153338F100 Advice Code:INCSADEM  
**Date:** Friday, September 27, 2019 10:56:08 AM

---

Kay Phillips  
General Manager  
Rockett Special Utility District  
PO Box 40, Red Oak, Texas 75154  
126 Alton Adams Dr, Waxahachie, Tx 75165  
(972) 617-3524 X 112  
(469) 517-0989 Fax

-----Original Message-----

From: Teresa Hollingsworth <[thollingsworth@fsbrice-tx.com](mailto:thollingsworth@fsbrice-tx.com)>  
Sent: Friday, September 27, 2019 10:55 AM  
To: Angela Castillo <[acastillo@rockettwater.com](mailto:acastillo@rockettwater.com)>  
Cc: Karen Graves <[kgraves@rockettwater.com](mailto:kgraves@rockettwater.com)>; Kay Phillips <[kphillips@rockettwater.com](mailto:kphillips@rockettwater.com)>  
Subject: FW: [Customer Incoming Wire Advice - eMail] Message ID:190926153338F100 Advice Code:INCSADEM

-----Original Message-----

From: Payplus3@mybankersbank.com <[Payplus3@mybankersbank.com](mailto:Payplus3@mybankersbank.com)>  
Sent: Thursday, September 26, 2019 3:51 PM  
To: Wires <[Wires@fsbrice-tx.com](mailto:Wires@fsbrice-tx.com)>  
Subject: [Customer Incoming Wire Advice - eMail] Message ID:190926153338F100 Advice Code:INCSADEM

This funds transfer was received on 2019-09-26, for \$1,640,765.23.  
The funds have been CREDITED to account 1006\*\*\*\*\*.

Sender:

Name : COBANK, ACB  
ABA : 307088754  
Reference : 2019092600000800  
Received from : COBANK  
By Order Of : COBANK ACB

OMAD Reference : 20190926K1QJ1N3C00098709261633FT03

Additional Funds Transfer Information:

Beneficiary: FIRST STATE BANK

Beneficiary Bank: FIRST STATE BANK

Bank to Bank Info:

Reference for Beneficiary :

\* \* \*

Originator Info: COBANK ACB

Originator Bank: COBANK

Originator Bank Info: REF: ROCKETT SPECIAL UTILITY DISTRICTDEP: 2019 BOND CONST ACCT DEPT  
SERVICE FUND ACCT

---

This message and any files transmitted with it are proprietary and confidential. They are intended solely for the use of the individual or entity to whom they are addressed. If the reader of this message is not the intended recipient, please notify the sender immediately and delete this message. Distribution or copying of this message is prohibited.

## **ATTACHMENT C**

CONDITIONAL COMMITMENT FOR GUARANTEE

TO Lender	Case No.
CoBank, ACB	49-070-752305375
Lender's Address	State
6340 S Fid Gr Cr Greenwood Vlg CO 80111	Texas
Borrower	County
Rockett Special Utility District	Ellis
Type of Loan	Principal Amount of Loan
Rural Utilities Guaranteed Loan	\$1,720,000.00

From an examination of information supplied by the Lender on the above proposed loan, and other relevant information deemed necessary, it appears that the transaction can be properly completed

Rural Utilities Service

Therefore, the United States of America acting through \_\_\_\_\_, or any successor agency, the United States Department of Agriculture (USDA) (herein referred to as "Government") hereby agrees that, in accordance with applicable provisions of Government regulations published in the Federal Register and related forms, it will execute the "Loan Note Guarantee," subject to the conditions and requirements specified in said regulations and below.

The fee payable by the Lender to the Government will be the amount as specified in the regulations on the date of this Conditional Commitment for Guarantee. The interest rate for the loan is 5.2500 % Fixed If the rate is variable, it must be indexed with a rate which cannot change more often than annually and published in a financial publications specifically agreed to between the Lender and its borrower.

A Loan Note Guarantee will not be issued until the Lender certifies that there has been no adverse change in the borrower's financial condition, nor any other adverse change in the borrower's condition during the period of time from issuance of the Conditional Commitment for Guarantee to the date of Lender's certification. The Lender's certification must address all adverse changes and be supported by financial statements of the borrower and its guarantors not more than 60 days old at the time of certification. As used in this paragraph only, the term "borrower" includes any parent, affiliate, or subsidiary of the borrower.

This Conditional commitment for Guarantee is null and void unless the conditions are accepted by the Lender and borrower within 60 days from the date of issuance by the Government. Any negotiations for revisions of these conditions must be completed by that time.

Except as set out below, the purposes for which the loan funds will be used are set out on the Application for Loan and Loan Note Guarantee. Upon acceptance by Lender and Lender's borrower and return to the Government, no major changes of the conditions or approved loan purposes as listed on the forms will be considered. Additional conditions and requirements including the source and use of funds include See Attachment A 4

This Conditional Commitment will expire on 12-31-2020 unless the time is extended in writing by the Government. The Lender for Guarantee may terminate this Conditional Commitment for Guarantee at any time by written notification to the Government at the address shown below.

Date: JUL 25 2019

By: Eric Hargrett UNITED STATES OF AMERICA

State Director

mac

(Title)

on behalf of Rural Utilities Service

(USDA Agency)

According to the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0137. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ACCEPTANCE OF  
CONDITIONS

To: USDA Rural Development

(Insert name of USDA Agency from which a guarantee is requested).

101 South Main Suite 102  
Temple, Texas 76501

The conditions of this Conditional Commitment for Guarantee including attachments are acceptable and the undersigned intends to proceed with the loan transaction and request issuance of a Loan Note Guarantee within 521 days.

CoBank, ACB

By: 

(Name of Lender)

(Signature for Lender)

Ron Werner

(Signature for Borrower)

8/19/19

- 1/ Insert name of agency executing Conditional Commitment for Guarantee.
- 2/ Insert fixed interest rate or, if authorized by regulations, variable interest rate followed by a "V" and the appropriate loan rate.
- 3/ Insert the period prescribed in the applicable RD regulation. For CP loans "annually" will be inserted in this space.
- 4/ Insert any additional conditions or requirements in this space or on an attachment referred to in this space; otherwise insert "NONE".
- 5/ The Government will determine the expiration date of this contract. Consideration will be given to the date indicated by the lender in the acceptance of conditions. If construction is involved the expiration date will correspond with the projected completion of the project.

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT  
FARM SERVICE AGENCY

REQUEST FOR OBLIGATION OF FUNDS  
GUARANTEED LOANS

INSTRUCTIONS: Complete Items 1 through 25 and applicable Items 26 through 35. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 49-070-*****5375		2. LOAN NUMBER 40	3. FISCAL YEAR 19
4. SOURCE OF FUNDS 1 (See FMI)			
5. BORROWER NAME Rockett Special Utility District			
		6. NUMBER NAME FIELDS (1, 2, or 3 from Item 5)	
7. STATE NAME Texas		8. COUNTY NAME Ellis	
9. RACE CODE 1 - WHITE 2 - BLACK 3 - AMIN 4 - HISPANIC 5 - API	10. EMPLOYEE RELATIONSHIP CODE (See FMI)	11. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGANIZATION MALE OWNED 5 - ORGANIZATION FEMALE OWNED 6 - PUBLIC BODY 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED	12. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED OR DIVORCED)
13. VETERAN CODE 1 - YES 2 - NO	14. TYPE OF PAYMENT 3 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	15. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH ONLY) 2 - OVER 10,000	
16. TYPE OF ASSISTANCE 061 (See FMI)	17. PURPOSE CODE	18. GUARANTEE PERCENT OF LOAN 1 %	
19. TERM OF INTEREST ASSISTANCE	20. SUBMISSION CODE 1 - INITIAL 2 - SUBSEQUENT	21. AMOUNT OF LOAN 1,720,000.0	
22. APPROVAL DATE MO DA YR AUG 07 2019	23. NOTE INTEREST RATE 5.2500 %	24. BORROWER EFFECTIVE INTEREST RATE %	
25. REPAYMENT PERIOD 30	26. INCOME CATEGORY 1 - VERY LOW 2 - LOW 3 - MODERATE	27. ADJUSTED FAMILY INCOME	
28. TYPE OF UNIT 1 - FARM TRACT 2 - NON-FARM TRACT	29. DWELLING TYPE USE OF FUNDS CODE (See FMI)	30. INTEREST ASSISTANCE CODE 1 - ELIGIBLE FOR INTEREST ASSIST PROGRAM 2 - INELIGIBLE FOR INTEREST ASSIST PROGRAM	
31. PERCENT OF INTEREST ASSISTANCE %	32. HIGH COST AREA Y = YES N = NO	33. BORROWER HISTORY CODE (See FMI)	
34. AMOUNT AGENCY DIRECT DEBT REFINANCE		35. OBLIGATION DATE (Finance Office use only) MO DA YR AUG 07 2019	
36. BEGINNING FARMER/RANCHER (See FMI)			

ORIGINAL - Borrower's Case Folder

COPY 1 - Applicant

COPY 2 - Lender

COPY 3 - State Office

Position 2



## CERTIFICATION APPROVAL

### APPROVAL CONDITIONS:

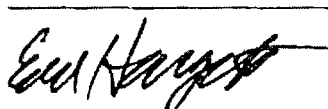
(1) (Farm Loan Programs Only) This loan guarantee is approved subject to the availability of funds. If this loan guarantee is not issued for any reason within 90 calendar days from the date of approval on this document, the approval official may request updated information concerning the lender and the loan applicant. The approval official will have 14 working days to review any updated information and decide whether to submit this document for obligation of funds.

(2) This loan guarantee is approved subject to the conditions on the Conditional Commitment.

### 37. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

38. I HEREBY CERTIFY that all determinations and certifications required by the respective United States Department of Agriculture (USDA) Agency regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, subject to the availability of funds, and subject to conditions prescribed by Agency regulations applicable to this type of assistance.

I further certify that USDA has complied with the applicable provisions of Title XI, Public Law 95-630, seeking financial information regarding the applicant.

 (Signature of Approval Official)

Typed or Printed Name: Edd Hargett

Date Approved AUS 07 2019

Title: State Director

39. TO THE APPLICANT/LENDER: As of this date AUS 07 2019, this is notice that your application for the above loan guarantee/Interest Assistance from USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the respective USDA Agency. If you have any questions contact the Approval Official.

**ATTACHMENT D**

USDA  
Form RD 449-34  
(Rev. 10-95)

LOAN NOTE GUARANTEE

Type of Loan: Water  
Applicable 7 C.F.R. part 1980  
subpart 1779

State	Texas
County	Ellis
Date of Note	
Government Loan Identification Number	49-070-776150909
Lender's IRS ID Tax Number	8412686705
Principal Amount of Loan	\$1,720,000.00

Borrower  
Rockett Special Utility Distri  
Lender  
CoBank ACB  
Lender's Address  
6340 S Fid. G.C., GV, CO 80111

The guaranteed portion of the loan is \$1,548,000.00 which is ninety ( 90 %)

percent of loan principal. The principal amount of loan is evidenced by One note(s) (includes bonds as appropriate) described below. The guaranteed portion of each note is indicated below. This instrument is attached to note

one in the face amount of \$1,720,000.00 and is number one of one.

LENDER'S IDENTIFYING NUMBER	FACE AMOUNT	PERCENT OF TOTAL FACE AMOUNT	AMOUNT GUARANTEED
	\$ 1,720,000.00	90 %	\$ 1,548,000.00

TOTAL	\$ 1,720,000.00	100%	\$ 1,548,000.00
-------	-----------------	------	-----------------

In consideration of the making of the subject loan by the above named Lender. The United States of America, acting through the Consolidated Farm Service Agency, Rural Business and Cooperative Development Service, Rural Utilities Service, or Rural Housing and Community Development Service (herein called "Government"), pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq), the Emergency Livestock Credit Act of 1974 (7 U.S.C. note preceding 1961 Pub. L. 93-357 as amended), the Emergency Agricultural Credit Adjustment Act of 1978 (7 U.S.C note preceding 1921 Pub. L. 95-334), or Title V of the Housing Act of 1949 (42 U.S.C. 1471 et seq) does hereby agree that in accordance with and subject to the conditions and requirements herein, it will pay to:

A. Any Holder 100 percent of any loss sustained by such Holder on the guaranteed portion and on interest due (including any loan subsidy) on such portion and any capitalized interest on such portion resulting from the restructuring of a Guaranteed Farm Credit Program loans but not exceeding statutory loan limits.

B. The Lender the lesser of 1. or 2. below:

1. Any loss sustained by such Lender on the guaranteed portion including:
  - a. Principal and interest indebtedness as evidenced by said note(s) or by, assumption agreement(s), and
  - b. Any loan subsidy due and owing, and
  - c. Principal and interest indebtedness on secured protective advances for protection and preservation of collateral made with Government's authorization, including but not limited to, advances for taxes, annual assessments, any ground rents, and hazard or flood insurance premiums affecting the collateral, or
  - d. and, Capitalized interest on such portion resulting from the restructuring of a Guaranteed Farm Credit Programs loans and not exceeding statutory loan limits, or
2. The guaranteed principal advanced to or assumed by the Borrower under said note(s) or assumption agreement(s) and any interest due (including any loan subsidy) thereon and any capitalized interest resulting from the restructuring of a Guaranteed Farm Credit Programs loans and not exceeding statutory loan limits.

If Government conducts the liquidation of the loan, loss occasioned to a Lender by accruing interest (including any loan subsidy) after the date Government accepts responsibility for liquidation will not be covered by this Loan Note Guarantee. If Lender conducts the liquidation of the loan accruing interest (including any loan subsidy) shall be covered by this Loan Note Guarantee to date of final settlement when the lender conducts the liquidation expeditiously in accordance with the liquidation plan approved by Government.

#### Definition of Holder.

The Holder is the person or organization other than the Lender who holds all or part of the guaranteed portion of the loan with no servicing responsibilities. Holders are prohibited from obtaining any part(s) of the Guaranteed portion of the loan with proceeds from any obligation, the interest on which is excludable from income, under Section 103 of the Internal Revenue Code of 1954, as amended (IRC). When the Lender assigns a part(s) of the guaranteed loan to an assignee, the assignee become a Holder only when Form RD 449-36, "Assignment Guarantee Agreement," is used.

#### Definition of Lender.

The Lender is the person or organization making and servicing the loan which is guaranteed under the provisions of the applicable subpart of 7 C.F.R. part 1980. The Lender is also the party requesting a loan guarantee.

### CONDITIONS OF GUARANTEE

#### 1. Loan Servicing.

Lender will be responsible for servicing the entire loan, and Lender will remain mortgagee and/or secured party of record notwithstanding the fact that another party may hold a portion of the loan. When multiple notes are used to evidence a loan, Lender will structure repayments as provided in the loan agreement. In the case of Farm Ownership, Soil and Water, or Operating Loans, the Lender agrees that if liquidation of the account becomes imminent, the Lender will consider the Borrower for an Interest Rate Buydown under Exhibit C of subpart B of 7 C.F.R. part 1980, and request a determination of the Borrower's eligibility by Government. The Lender may not initiate foreclosure action on the loan until 60 days after a determination has been made with respect to the eligibility, of the Borrower to participate in the Interest Rate Buydown Program.

#### 2. Priorities.

The entire loan will be secured by the same security with equal lien priority for the guaranteed and unguaranteed portions of the loan. The unguaranteed portion of the loan will not be paid first nor given any preference or priority over the guaranteed portion.

#### 3. Full Faith and Credit.

The Loan Note Guarantee constitutes an obligation supported by the full faith and credit of the United States and is incontestable except for fraud or misrepresentation of which Lender or any Holder has actual knowledge at the time it became such Lender or Holder or which Lender or any Holder participates in or condones. If the note to which this is attached or relates provides for the payment of interest on interest, then this Loan Note Guarantee is void. However, in the case of the Farm Credit Programs loans, the capitalization of interest when restructuring loans will not void this Loan Note Guarantee. In addition, the Loan Note Guarantee will be unenforceable by Lender to the extent any loss is occasioned by the violation of usury laws, negligent servicing, or failure to obtain the required security regardless of the time at which Government acquires knowledge of the foregoing. Any losses occasioned will be unenforceable to the extent that loan funds are used for purposes other than those specifically approved by Government in its Conditional Commitment for Guarantee. Negligent servicing is defined as the failure to perform those services which a reasonably prudent lender would perform in servicing its own portfolio of loans that are not guaranteed. The term includes not only the concept of a failure to act but also not acting in a timely manner or acting in a manner contrary to the manner in which a reasonably prudent lender would act up to the time of loan maturity or until a final loss is paid.

#### 4. Rights and Liabilities.

The guarantee and right to require purchase will be directly enforceable by Holder notwithstanding any fraud or misrepresentation by Lender or any unenforceability of this Loan Note Guarantee by Lender. Nothing contained herein will constitute any waiver by Government of any rights it possesses against the Lender will be liable for and will promptly pay to Government any payment made by Government to Holder which if such Lender had held the guaranteed portion of the loan, Government would not be required to make.

#### 5. Payments.

Lender will receive all payments of principal, or interest, and any loan subsidy on account of the entire loan and will promptly remit to Holder(s) its pro rata share thereof determined according to its respective interest in the loan, less only Lender's servicing fee.

#### 6. Protective Advances.

Protective advances made by Lender pursuant to the regulations will be guaranteed against a percentage of loss to the same extent as provided in this Loan Note Guarantee notwithstanding the guaranteed portion of the loan that is held by another.

#### 7. Repurchase by Lender.

The Lender has the option to repurchase the unpaid guaranteed portion of the loan from the Holder(s) within 30 days of written demand by the Holder(s) when: (a) the borrower is in default not less than 60 days on principal or interest due on the loan or (b) the Lender has failed to remit to the Holder(s) its pro rata share of any payment made by the borrower or any loan subsidy within 30 days of its receipt thereof. The repurchase by the Lender will be for an amount equal to the unpaid guaranteed portion of principal and accrued interest (including any loan subsidy) less the Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan(s) accruing after 90 days from the date of the demand letter to the Lender requesting the repurchase. Holder(s) will concurrently send a copy of demand to Government. The Lender will accept an assignment without recourse from the Holder(s) upon repurchase. The Lender is encouraged to repurchase the loan to facilitate the accounting for funds, resolve the problem, and to permit the borrower to cure the default, where reasonable. The Lender will notify the Holder(s) and Government of its decision.

8. Government Purchase.

If Lender does not repurchase as provided by paragraph 7 hereof, Government will purchase from Holder the unpaid principal balance of the guaranteed portion together with accrued interest (including any loan subsidy) to date of repurchase less Lender's servicing fee, within thirty (30) days after written demand to Government from Holder. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loan(s) accruing after 90 days from the date of the original demand letter of the Holder to the Lender requesting the repurchase. Such demand will include a copy of the written demand made upon the Lender. The Holder(s) or its duly authorized agent will also include evidence of its right to require payment from Government. Such evidence will consist of either the original of the Loan Note Guarantee properly endorsed to Government or the original of the Assignment Guarantee Agreement properly assigned to Government without recourse including all rights, title, and interest in the loan. Government will be subrogated to all rights of Holder(s). The Holder(s) will include in its demand the amount due including unpaid principal, unpaid interest (including any loan subsidy) to date of demand and interest (including any loan subsidy) subsequently accruing from date of demand to proposed payment date. Unless otherwise agreed to by Government, such proposed payment will not be later than 30 days from the date of demand.

The Government will promptly notify the Lender of its receipt of the Holder(s)'s demand for payment. The Lender will promptly provide the Government with the information necessary for Government determination of the appropriate amount due the Holder(s). Any discrepancy between the amount claimed by the Holder(s) and the information submitted by the Lender must be resolved before payment will be approved. Government will notify both parties who must resolve the conflict before payment by Government will be approved. Such conflict will suspend the running of the 30 day payment requirement. Upon receipt of the appropriate information, Government will review the demand and submit it to the State Director for verification. After reviewing the demand the State Director will transmit the request to the Government Finance Office for issuance of the appropriate check. Upon issuance, the Finance Office will notify the office servicing the borrower and State Director and remit the check(s) to the Holder(s).

9. Lender's Obligations.

Lender consents to the purchase by Government and agrees to furnish on request by Government a current statement certified by an appropriate authorized officer of the Lender of the unpaid principal and interest then owed by Borrowers on the loan and the amount including any loan subsidy then owed to any Holder(s). Lender agrees that any purchase by Government does not change, alter or modify any of the Lender's obligations to Government arising from said loan or guarantee nor does it waive any of Government's rights against Lender, and that Government will have the right to set-off against Lender all rights inuring to Government as the Holder of this instrument against Government's obligation to Lender under the Loan Note Guarantee.

10. Repurchase by Lender for Servicing.

If, in the opinion of the Lender, repurchase of the guaranteed portion of the loan is necessary to adequately service the loan, the Holder will sell the portion of the loan to the Lender for an amount equal to the unpaid principal and interest (including any loan subsidy) on such portion less Lender's servicing fee. The Loan Note Guarantee will not cover the note interest to the Holder on the guaranteed loans accruing after 90 days from the date of the demand letter of the Lender or Government to the Holder(s) requesting the Holder(s) to tender their guaranteed portion(s).

- a. The Lender will not repurchase from the Holder(s) for arbitrage purposes or other purposes to further its own financial gain.
- b. Any repurchase will only be made after the Lender obtains Government written approval.
- c. If the Lender does not repurchase the portion from the Holder(s), Government at its option may purchase such guaranteed portions for servicing purposes.

11. Custody of Unguaranteed Portion.

The Lender may retain, or sell the unguaranteed portion of the loan only through participation. Participation, as used in this instrument, means the sale of an interest in the loan wherein the Lender retains the note, collateral securing the note, and all responsibility for loan servicing and liquidation.

12. When Guarantee Terminates.

This Loan Note Guarantee will terminate automatically (a) upon full payment of the guaranteed loan; or (b) upon full payment of any loss obligation hereunder; or (c) upon written notice from the Lender to Government that the guarantee will terminate 30 days after the date of notice, provided the Lender holds all of the guaranteed portion and the Loan Note Guarantee(s) are returned to be cancelled by Government.

13. Settlement.

The amount due under this instrument will be determined and paid as provided in the applicable subpart of 7 C.F.R. part 1980 in effect on the date of this instrument.

14. Loan Subsidy.

\*In addition to the interest rate of the note attached hereto, Government will pay a loan subsidy of N/A percent per year. Payments will be made annually.

15. Interest Capitalization.

In the case of Farm Credit Programs loans, the Lender/Holder(s) may capitalize interest only when the note is restructured. When delinquent interest is so treated as principal, the new principal amount may exceed the principal amount of the loan listed herein, but may not exceed statutory loan limits. The new principal amount and new guaranteed portion will be identified at restructuring in an addendum to this Loan Note Guarantee. Such capitalized interest will be covered by this loan Note Guarantee. References to "principal and interest" and "principal advanced" herein, therefore, shall include any capitalized interest on the guaranteed portion of the loan resulting from the restructuring of a Guaranteed Farm Credit Programs loans and not exceeding statutory loan limits.

16. Notices.

All notices will be initiated through the Government

for Texas (State) with mailing address at the day of this instrument:

1502 Highway 77 North

Hillsboro, TX 76645

*\*If not applicable delete paragraph prior to execution of this instrument*

UNITED STATES OF AMERICA

RURAL DEVELOPMENT

*(insert applicable agency)*

By:

Edd Hargess

Title:

State Director

**DEC 08 2020**

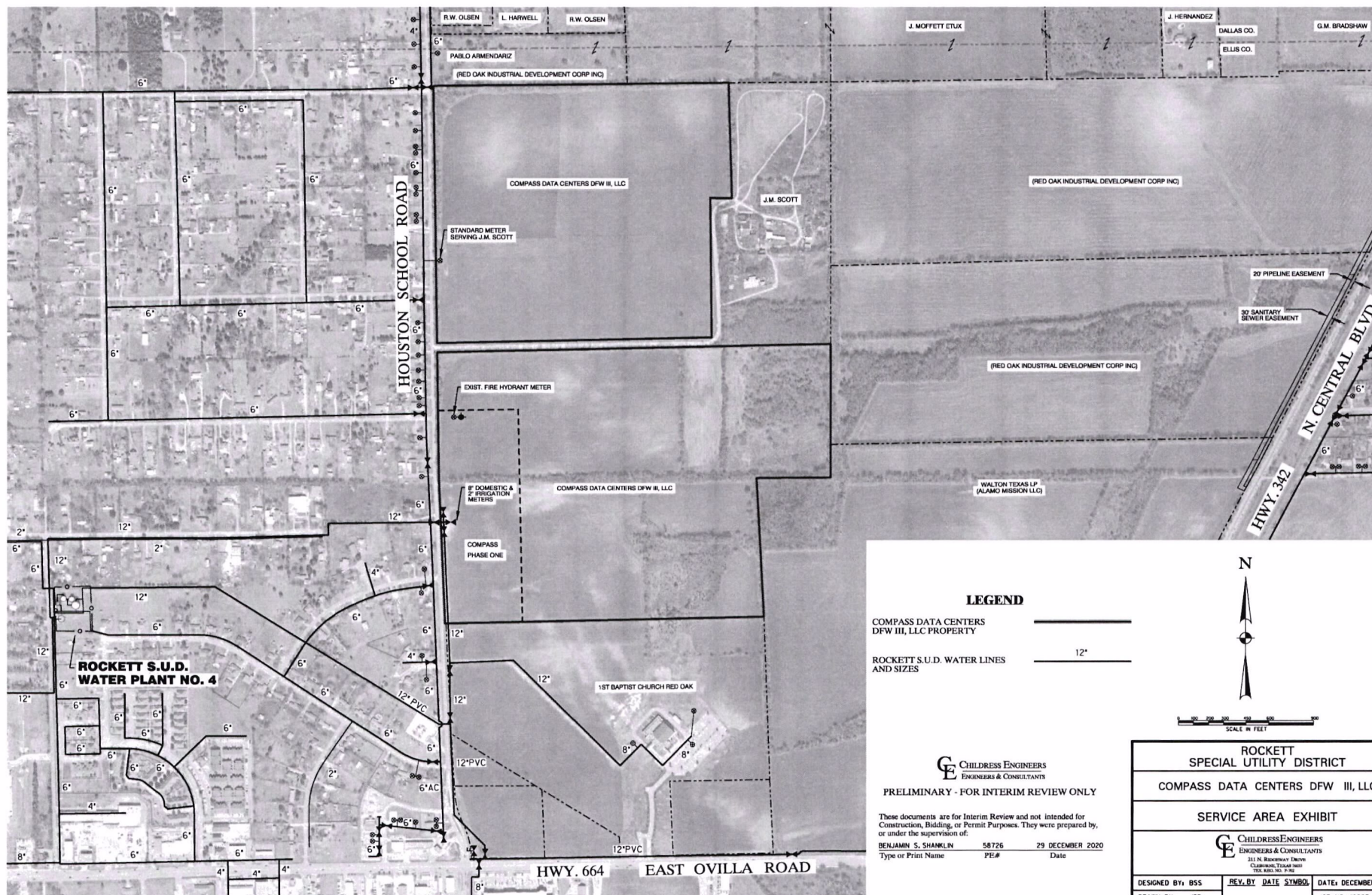
(Date)

Assumption Agreement by \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_

Assumption Agreement by \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_

**ATTACHMENT E**







## **ATTACHMENT F**

**From:** [Morgan Massey](#)  
**To:** [Maria Huynh](#)  
**Subject:** FW: Updated Rockett SUD Service Application - Compass Datacenter  
**Date:** Tuesday, December 29, 2020 12:53:05 PM  
**Attachments:** [exh\\_schematic\\_utilities-PH.pdf](#)  
[rockett\\_sud\\_nonstandard\\_service\\_agreement.pdf](#)  
[20191220 Rocket Wtr Memo.pdf](#)  
[phase1\\_construction\\_docs.pdf](#)

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**From:** David Pitcher <dpitcher@kfm-llc.com>  
**Sent:** Friday, December 20, 2019 3:17 PM  
**To:** Morgan Massey <mmassey@rockettwater.com>  
**Cc:** Charlie Fowler <cfowler@kfm-llc.com>; Tim Wakely <twakely@compassdatacenters.com>; Chris Curtis <ccurtis@compassdatacenters.com>; Hutchinson, Joe <JHutchinson@BrasfieldGorrie.com>  
**Subject:** Updated Rockett SUD Service Application - Compass Datacenter

Morgan,

Please find the revised non-standard service agreement, water memo, revised construction documents, and overall phasing plan attached,

If you have any questions or concerns, please let me know.

Thanks again,

*The KFM offices will be closed from December 24<sup>th</sup> – January 1<sup>st</sup> for the holidays. I will be checking email periodically, but if you have any immediate needs, please call my mobile below. Happy Holidays from me and the KFM team!*

David Pitcher  
PROFESSIONAL ENGINEER



621 N. Main Street, Suite 415  
Grapevine, Tx 76051  
(817) 416-4536 office  
(214) 801-4936 mobile

TBPE Reg. F-20821



## APPLICATION FOR NON-STANDARD WATER UTILITY SERVICE

KFM ENGINEERING & DESIGN ("Applicant") requests non-standard water utility service from Rockett Special Utility District ("District") to property located inside the District's state-certificated service area ("CCN"). Applicant understands and agrees that retail water utility service will only be available under the terms and conditions of District's rate order, the regulations of the Texas Commission on Environmental Quality ("TCEQ"), the Texas Water Code and the Texas Health & Safety Code, and applicable state and federal laws and regulations.

By signing and submitting this application for non-standard retail water utility service, Applicant declares that Applicant is the owner of the property requesting service or a developer with legal contractual rights to develop the property. If Applicant is not the landowner or developer, Applicant must have written legal authority to make this application and to bind the landowner/developer to the terms of any resulting service contract. [Attach copy of sworn power of attorney]

The information solicited below shall be the minimum information required for Applicant to initiate non-standard service to the property. Applicant shall also be required to timely provide any additional information required by the District and/or its designated consulting engineers to evaluate the service request, its effects on the District's existing water system and customers and any additional service capacities that might need to be developed to fulfill this request.

This is only an application for non-standard service. Rockett Special Utility District is not obligated to provide service until the application has been evaluated and a final Non-Standard Contract has been executed by all necessary parties.

### 1. Applicant/Developer

Legal name & Title: KFM ENGINEERING & DESIGN, DAVID PITCHER, PROFESSIONAL ENGINEER  
Physical address: 621 N. MAIN ST. STE 415, GRAPEVINE, Mailing address: \_\_\_\_\_  
Telephone: 817.416 4536 Fax TX 76051 Email: DPITCHER@KFM-LLC.COM

### 2. Landowner

Legal name & Title: CHRIS CURTIS, SR VICE PRESIDENT, COMPASS DATACENTERS DFW III, LLC  
Physical address: 14555 N DALLAS PARKWAY, STE 125 Mailing address: \_\_\_\_\_  
DALLAS, TX 75254  
Telephone: 214-452-0354 Fax \_\_\_\_\_ Email: CCURTIS@COMPASSDATACENTERS.COM

### 3. Responsible Engineer

Legal name & Title: KFM ENGINEERING & DESIGN, DAVID PITCHER, PROFESSIONAL ENGINEER  
Firm: KFM ENGINEERING & DESIGN Mailing address: 621 N. MAIN ST. STE 415, GRAPEVINE, TX 76051  
Telephone: 817 416 4536 Fax \_\_\_\_\_ Email: DPITCHER@KFM-LLC.COM

### 4. Property

Legal Name of Development or Business: COMPASS DATACENTERS DFW III, LLC.  
Location: 300 HOUSTON SCHOOL ROAD, RED OAK, TX 75154  
Number of acres: PHASE 1 - LOT 1, BLOCK A (20.752 ACRES), PHASE 2-4 - FUTURE LOT 3, BLOCK A (+/-144.54 ACRES)

Describe all intended land uses in the Development: (Attach additional sheets if necessary)

☐ Residential Subdivision ☐ Apartments ☐ Manufactured Home Park ☐ RV Park  
☐ Commercial ☒ Other INDUSTRIAL - DATA CENTER

Is the property located in the corporate limits or ETJ of a municipality? Yes ☒ No ☐

If yes, provide the name of the municipality: RED OAK

If there will be internal streets/roads will they be **Public** or **Private**? (Please circle one)

Is application being made for entire property? Yes ☒ No ☐

If no, will there be phased development? Yes ☒ No ☐

Number of Phases 4

Phases for which service is being requested in this application: 1 Attach plat of entire property with all phases clearly delineated on it. Plat must indicate where individual service locations are anticipated.

### 5. Water Plan

Applicant must submit One (1) paper and one (1) electronic PDF copy of a detail water service plan tied to a plat of the property delineating all phases, number of service locations in each phase, all large water users, and types of water uses to be located on the property.

This water service plan must state: the level (quantity and quality) and manner (facilities, supply, and costs) of service for current and projected needs, and the projected land uses that support the requested level and manner of service

#### Water volume and pressure requirements:

Gallons: annual 551 MGY highest day 2.32 MGD Flow in gpm: average daily 1.51 MGY

#### Special service needs (may attach a separate sheet):

Quantity of meters: 5 Size of meters: 2 - 8" x 2" FIRE DEMAND METERS  
3 - 2" IRRIGATION METERS

Type of fire protection: SPRINKLED # of Fire Hydrants: 61 Irrigation System: Yes ☒ No ☐

### 6. Time Table

Applicant must provide a statement of current needs, and a projection (Including dates) of future needs.

Commencement of construction on the property: 11/15/2019

Commencement of construction on each phase: NA

Date water service is needed on the property? 1/15/2019

#### Please attach the following documents:

- ☐ One (1) paper and one (1) electronic copy of a detail water service plan
- ☐ Map and description of the area to be served using map criteria in 30TAC §291.105(a)(2)(A–G)
- ☐ One (1) paper and one (1) electronic PDF copy of the preliminary plat signed and sealed by a licensed surveyor or registered professional engineer.
- ☐ Water demand/special service needs detail sheet
- ☐ Ownership documents (Deed)
- ☐ A letter from the City/County stating fire protection requirements
- ☐ Copy of irrigation plans

This application must be completed by the Applicant only. The District will take no action related to the above-described development until this application is complete. **A signed application will be considered complete only after the District has received all required attachments, including a valid check in the amount of \$3,000.00 plus \$10.00 for each in excess of 20 lots.**

This fee covers administrative, legal and engineering costs associated with an investigation of the District's ability to provide service to the applicant's project. Additional costs may be deemed necessary by the District appropriate to the size and scope of the project.

Applicant will pay all reasonable and necessary costs incurred by Utility in evaluating and responding to this non-standard service application. If Applicant changes the original signed Non-Standard Service Application, Applicant may be required to submit a new Non-Standard Service Application and submit the required fee for such Application. The fees stated above are only estimates required to start work.

Please be advised the hydraulic analysis performed by the District's Engineer will expire six (6) months from the date of the Engineer's approval letter.

All information provided to the District under an application for non-standard service shall be considered public information and will be made available for inspection and copying. Any person who submits information under such an application consents to the inspection and copying of that information.

I CERTIFY, AS THE APPLICANT OR AS AN AUTHORIZED REPRESENTATIVE ON BEHALF OF THE APPLICANT THAT THE FOREGOING REPRESENTATIONS CONTAINED IN THIS APPLICATION ARE TRUE AND CORRECT.

APPLICANT:

Signature: \_\_\_\_\_



Title: \_\_\_\_\_

PROFESSIONAL ENGINEER

Application Received by Utility:

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

\*Date of receipt: \_\_\_\_\_

\*Application expires one year from this date.

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#### FOR DISTRICT USE

**SERVICE INVESTIGATION FEE:** \$ \_\_\_\_\_ for \_\_\_\_\_ requested meters

Check#: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Received By: \_\_\_\_\_

Map Sheet #: \_\_\_\_\_ Between Nodes: \_\_\_\_\_

LIST MISSING ATTACHMENTS:

\_\_\_\_\_ Date Received: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Date Received: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ Date Received: \_\_\_\_\_ By: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT G**

115  
36

AFTER RECORDING RETURN TO:  
Rockett Special Utility District  
P.O. Box 40  
Red Oak, Texas 75154

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**NON-STANDARD SERVICE CONTRACT  
BY AND BETWEEN  
ROCKETT SPECIAL UTILITY DISTRICT  
AND  
COMPASS DATACENTERS DFW III, LLC**

This Non-standard Service Contract ("Contract") is entered into by and between Rockett Special Utility District, a political subdivision of the State of Texas (the "District"), and Compass Datacenters DFW III, LLC, a Delaware limited liability company ("Developer").

**RECITALS**

**WHEREAS**, Developer has acquired all that certain tracts of land situated in the Alfred J. Parks Survey, Abstract No. 850, and the John Spoon Survey, Abstract No. 1014, City of Red Oak, Ellis County, Texas, described in a Special Warranty Deed dated November 1, 2019, recorded as Instrument Number 1933739, filed in the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.), and also all that certain tract of land described in a Special Warranty Deed effective November 8, 2019, recorded as Instrument Number 1933740, filed in the O.P.R.E.C.T (collectively, and to be further referred to herein as, the "Property");

**WHEREAS**, Developer intends to develop 20.752 acres, more or less, of the Property, being more particularly Lot 1, Block A of Project Cardinal – Phase 1, as seen in the Final Plat attached hereto as Exhibit A and incorporated by reference for all purposes herein, to support a data center with one or more buildings generally known as Project Cardinal;

**WHEREAS**, Developer has requested domestic and irrigation water demand of 164 gallons per minute ("gpm") for Phase 1 of Project Cardinal (the "Development"), as seen in the *Phasing Exhibit* and *Water Demand By Phase* sheet attached hereto as Exhibit B and incorporated by reference for all purposes herein;

**WHEREAS**, the Development is located within the District's water service area where the District owns and operates a retail public water system under Certificate of Convenience and Necessity No. 10099, supplying water for human consumption and domestic use;

**WHEREAS**, Developer has requested the District provide water service to the Development;

**WHEREAS**, the District's consulting engineer has determined that the District will be able to serve the Development and requested domestic water demand of 164 gpm with the District's existing system together with proper construction throughout the Development and other requirements indicated in the engineer's letters dated January 14, 2020 and March 4, 2020, attached hereto as Exhibit C and incorporated for all purposes herein by reference;

**WHEREAS**, the District and its consulting engineer has reviewed the *Construction Plans* found in Exhibit B, and has determined that a 8" Badger E-Series domestic water meter with 2" Bypass and reduced pressure zone device ("RPZ") and associated meter vault (collectively, the "8" Meter"), a 2" irrigation meter with RPZ and associated meter box (the "2" Meter"), together with the angle stops and associated fittings for the 8" Meter and 2" Meter, and new internal 12" water mains within the Development (the "Water Facilities") be connected to the District's existing 12" main near Node 22, and other requirements as provided and defined herein this Contract and the attached Exhibits;

**WHEREAS**, the District will drop in the 8" Badger E-Series domestic water meter and the 2" irrigation meter only, and Developer will install the remaining Water Facilities, including but not limited to setting the meter boxes, meter vaults, RPZs, fire vaults and fire lines within the Development;

**WHEREAS**, Developer shall be responsible for having the RPZs properly tested and provide the results of such testing to the District prior to the District's approval of the Water Facilities;

**WHEREAS**, the District has agreed to take the actions necessary to make water available and to serve the Development and Developer's requested domestic water demand of 164 gpm, pursuant to the terms and conditions of this Contract including the attached Exhibits, and the District's Rate Order, as amended; and

**WHEREAS**, the District will not be required to provide water service to the Development until all payments required by this Contract have been paid, easements have been granted as required herein, the Water Facilities including any required backflow prevention devices have been properly installed and tested as provided herein, and then inspection and approval of the Water Facilities has been conducted by the District, which will not be unreasonably withheld.

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the District and Developer agree as follows:

**1. Recitals Incorporated.** The recitals are approved and adopted by the District and Developer as obligatory components of this Contract.



**2. Engineering of Water Facilities.** All plans and specifications for the Water Facilities must be prepared by a Texas licensed professional engineer and must be reviewed and approved in writing by the District, which approval shall not be unreasonably withheld, conditioned, or delayed, prior to the issuance of any invitation for bids for construction of the Water Facilities. After such approval of the plans and specifications by the District, the plans and specifications will become part of this Contract by reference, together with the letters in the attached Exhibit C as prepared by the District's consulting engineer of record, Benjamin S. Shanklin, P.E, as such letter applies to the Development.

**3. Required Easements or Right-of-Ways.**

(a) Developer has granted an easement to the District for the Development, attached hereto as Exhibit D and incorporated for all purposes herein. When Developer applies for subsequent phases of Project Cardinal, Developer will be responsible for dedicating, granting or acquiring any easements to the District for the remaining phases of Project Cardinal, which the District determines are necessary for the construction or operation of District water facilities on the Property and for obtaining any governmental approvals necessary to construct the water facilities.

(b) Any easements dedicated by Developer will be in a form approved by the District's attorney and will be assigned to the District by legal instrument(s) upon proper completion of the construction of water facilities.

(c) *If a public road adjacent and/or parallel to the District's easement(s) is widened or the District's waterline is relocated outside the District's easement(s), then Developer or Developer's successors or assigns must grant and convey a new easement and right-of-way unto the District or the District's successors or assigns without compensation from the District or the District's successors or assigns. Additionally, the District will not compensate or reimburse any person or entity regarding relocation of the District's waterline, as it will be the responsibility of the Developer or Developer's successors or assigns.*

**4. Construction of the Water Facilities.**

(a) Subject to the recitals and provisions herein this Contract, the District will drop in the 8" and 2" meters only and Developer will construct the remaining Water Facilities in accordance with this Contract, the attached Exhibits (as applicable to the Development), the plans and specifications of the Development approved by the District, the District's Rate Order, the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with jurisdiction over the Property, including the District and the City of Red Oak, Texas. The District will have the right to inspect and approve all phases of the construction of the Water Facilities. Developer must give written notice of the date on which construction is scheduled to commence to the District, so that the District may assign an inspector. The District may charge reasonable

inspection fees based on the actual costs of labor, travel, and incidental expenses of the inspectors, plus ten percent (10%) overhead.

(b) If the Water Facilities are being constructed in a manner inconsistent with regulations and standards of the District or the District's approved plans and specifications, the District may stop any work on the Water Facilities until such time as the Developer and/or the Developer's contractor(s) agree to construct the Water Facilities in accordance with the District's regulations and standards and the District's approved plans and specifications. In addition, the District may require that any substandard work be removed and/or corrected prior to resuming construction of the remainder of the Water Facilities not yet constructed.

(c) In the event that Developer takes more water than Developer's requested demand of 164 gpm for domestic and irrigation water usage, the District's consulting engineer will need to re-examine the hydraulic capability related to the Development. The District may reasonably require Developer to amend this Contract or enter into another similar agreement if additional construction of facilities and costs are required due to Developer's additional usage of more than Developer's requested demand of 164 gpm for domestic and irrigation water usage.

(d) This Contract shall not be construed to include Developer's request for domestic, irrigation, or fire flow water demand related to Phases 2, 3 or 4 of Project Cardinal (as shown in Exhibit B) or related water facilities in connection thereto, or other phases or water facilities other than the Development.

**5. Dedication of Water Facilities.** Upon proper completion of construction and testing of the Water Facilities by Developer and subsequent inspection and approval thereof by the District, Developer shall dedicate the 8" Badger E-Series domestic water meter and associated meter vault and the 2" irrigation meter and associated meter box to the District by separate legal instrument in a form reasonably approved by the District (the "Dedication Instrument"). Developer shall provide a maintenance bond to the District in an amount of not less than twenty percent (20%) of the total construction cost and actual cost of the meter vault for the 8" Meter and the meter box for the 2" Meter, for a term of not less than two (2) years (the "Maintenance Bond"). The Maintenance Bond is subject to the approval of the District. Upon receiving the Dedication Instrument and Maintenance Bond approved by the District, the District shall thereafter own and operate the 8" Badger E-Series domestic water meter and associated meter vault and the 2" irrigation meter and associated meter box.

**6. Cost of Water Facilities.**

(a) Developer is responsible for the costs to construct the Water Facilities, including but not limited to any and all materials, easement costs, engineering costs, and inspection costs.

(b) Developer shall pay or reimburse the District for all costs associated with the Water Facilities, including, without limitation, the cost of the following:

- (i) engineering and design;
- (ii) easement and right-of-way acquisitions;
- (iii) construction;
- (iv) inspections;
- (v) attorney's fees, if any;
- (vi) insurance and bond premiums; and
- (vii) governmental or regulatory approvals required to lawfully provide service.

(c) Developer shall indemnify the District and hold the District harmless from all of the foregoing costs.

**7. Service Investigation Fee.**

(a) Simultaneous with Developer's execution and delivery of this Contract to the District, Developer shall pay a Service Investigation Fee of **\$3,000.00** to the District, plus any additional sums required by the District to cover reasonable administrative, legal, and engineering fees incurred by the District to investigate the District's ability to provide water service to the Property and/or Development over the Service Investigation Fee amount of \$3,000.00 and in accordance with the District's Rate Order, including, without limitation, fees incurred for:

- (i) reviewing and approving plats, plans, and specifications;
- (ii) obtaining or determining cost estimates for construction;
- (iii) advertising and accepting bids for construction;
- (iv) preparing a non-standard service contract between the District and Developer; and
- (v) obtaining or providing other services as reasonably required by the District for such investigation.

(b) If the Service Investigation Fee paid by Developer is not sufficient to pay all reasonable expenses incurred or to be incurred by the District in performing the service investigation as provided above, Developer shall pay or reimburse the

District for such expenses within thirty (30) days of receipt of written request from the District, and the District will have no obligation to complete processing Developer's non-standard service request until the requested payment or reimbursement has been paid.

#### **8. Connection Fee and other fees.**

(a) Upon execution of this Contract, Developer will pay the District the following fees: connection fees in the amount of **\$2,600.00 per meter** (the "Connection Fee"), the cost of the upgraded size of the 8" domestic water meter in the amount of **\$14,950.00**, cost of the upgraded size of the 2" irrigation meter in the amount of **\$852.62**, a meter deposit in the amount of **\$100.00 per meter** (the "Deposit"), and a Customer Service Inspection ("CSI") Fee in the amount of **\$100.00**. Such fees, in addition to the Service Investigation Fee, to be paid by Developer to the District upon execution of this Contract, is shown on Exhibit E, attached hereto and incorporated by reference for all purposes herein.

(b) Developer is hereby given notice and acknowledges that the Connection Fee and other fees provided in Section 8(a) above are only for service related to the 8" domestic water meter and the 2" irrigation meter for the Development only.

(c) *At least 18 months prior to the start of construction for Phases 2, 3, and/or 4 of Project Cardinal*, Developer shall apply and submit construction plans and required information, including but not limited to a non-standard service application and related documents in accordance with the District's Rate Order, for Phases 2, 3, and/or 4 of Project Cardinal to the District. The District will evaluate and provide any additional requirements, facilities, and costs, among other provisions, for the preparation and execution of a non-standard service contract for Phases 2, 3, and/or 4 of Project Cardinal.

(d) When Developer applies for service to subsequent Phases 2, 3, and/or 4 of Project Cardinal, or additional water facilities for the Development, Developer will be subject to the District's connection fees and other fees at such time of the future request(s) and required submission of the related non-standard service application(s).

(e) Developer is subject to pay a deposit for sewer and/or garbage service to the District on behalf of the City of Red Oak, if and when sewer and/or garbage service is requested by Developer. Upon the District's notice to Developer of such applicable deposit required, Developer shall pay the required amount to the District within fifteen (15) days of notice.

#### **9. Service from the Water Facilities.**

(a) After proper completion and dedication of the Water Facilities to the District, the District will provide continuous and adequate water services of Developer's requested demand of 164 gpm for domestic and irrigation water usage to the Development, subject to the terms and conditions of this Contract, all duly adopted rules and regulations of the District, and payment of all standard rates, fees, and charges adopted by the District. The District is able to furnish Developer's requested fire flow demand of 2,000 gpm for a 2-hour duration in addition to the 164 gpm for domestic and irrigation water usage (together, "peak cumulative flow") for the Development in conformity with TCEQ standards for water distribution.

(b) It is understood and agreed by the parties that the obligations of the District to provide water service in the manner contemplated by this Contract is subject to the issuance of all permits, certificates, or approvals required to lawfully provide retail water service by the TCEQ and all other governmental agencies having jurisdiction.

(c) Without prior approval of the District, Developer will not:

(i) construct or install additional waterlines or facilities to service areas outside of the Property or Development;

(ii) add any additional lands to the Property or Development for which water service is to be provided pursuant to this Contract; or

(iii) connect or serve any person or entity who, in turn, sells water or water service directly or indirectly to any other person or entity.

(d) *Pavement restoration after repair of the Water Facilities.* Should it become necessary for the District to disturb any paved surface on the Property or Development in order to perform repairs on or to the Water Facilities, including but not limited to a portion of any paved road, parking lot, or sidewalk, Developer or Developer's successors or assigns will be responsible for paying the total cost to restore such disturbed paved surface to the standards required by the City of Red Oak or other entity with such jurisdiction.

**10. Effect of Force Majeure.** In the event any party is rendered unable to carry out any of its non-monetary obligations under this Contract by force majeure, then the obligations, to the extent affected by the force majeure, of such party shall be suspended during the continuance of the inability; provided, however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and a detailed explanation of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God; strikes, lockouts, or other industrial

disturbances; acts of public enemy, orders of the government of the United States or the State of Texas, or any civil or military authority; interruption of internet service; insurrections, riots, or epidemics; landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, or droughts; restraints of government and civil disturbances; explosions, breakage or accidents to equipment, pipelines, or canals; partial or complete failure of water supply; and any other inabilities of any other party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party if the settlement is unfavorable in the judgement of the party having the difficulty. Notwithstanding any term to the contrary in this section, "force majeure" does not apply to a party's failure to timely make any payment requirement under this Contract.

**11. Notices.** Any notice to be given hereunder by any party to the other party shall be in writing and may be effectuated by personal delivery, by facsimile to the telephone number designated below, if any, or by sending said notice by certified mail and return receipt requested to the addresses set forth below. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail with sufficient postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or (ii) on the day actually received if sent by courier or otherwise hand delivered.

<u>To the District:</u>	<i>(by mail or facsimile)</i> Rockett Special Utility District Attn: General Manager P.O. Box 40 Red Oak, Texas 75154 Fax: (972) 617-0030	<i>(by personal delivery)</i> Rockett Special Utility District Attn: General Manager 126 Alton Adams Drive Waxahachie, Texas 75165
<u>To Developer:</u>	Compass Datacenters DFW III, LLC Attn: Jared Day, President/CEO 14555 N. Dallas Parkway, Suite 125 Dallas, Texas 75254	

Any party may change the facsimile number or address for notice by delivering written notice of such change in accordance with the provisions of this paragraph.

**12. Breach of Contract and Remedies.**

(a) If any party breaches any term or condition of this Contract, the non-breaching party will provide the breaching party with written notice of the breach within sixty (60) days of discovery of the breach. Upon receipt of a notice of breach, the breaching party shall have thirty (30) days to cure the breach. If the breaching

party does not cure the breach within the 30 days, the non-breaching party shall have all rights and remedies at law and in equity, including, without limitation, the right to enforce specific performance of this Contract by the breaching party and the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.

(b) Termination of this Contract by any party shall not affect any previous conveyance.

(c) The rights and remedies granted in this Contract to the parties in the event of default are cumulative, and the exercise of such rights shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Contract.

**13. Indemnity.** Developer shall indemnify and save harmless the District and the District's officers, agents, representatives, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, without limitation, the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person or injury to any property received or sustained by any person or persons or property arising out of or occasioned by the acts of Developer or Developer's agents, representatives, or employees in connection with or related to the Development, the Property, the Water Facilities, or by the execution of or performance under this Contract.

**14. No Third Party Beneficiaries.** This Contract is solely for the benefit of the parties hereto, and no other person has any right, interest, or claim under this Contract.

**15. Context.** Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include singular and plural.

**16. Intent.** The parties hereto covenant and agree that each shall execute and deliver such other and further instruments and documents as are, or may become, necessary or convenient to effectuate and carry out the intent of this Contract.

**17. Authority.** Each signatory hereto represents and affirms that he or she has the authority to execute this Contract on behalf of the respective parties hereto.

**18. Severability.** The provisions of this Contract are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Contract, or the application thereof to any person or circumstance, shall ever be held invalid or unconstitutional for any reason by any court of competent jurisdiction, then the remainder of this Contract and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Contract to other persons or circumstances shall not be affected thereby, and this Contract shall be construed as if such invalid or unconstitutional portion had never been contained therein.

**19. Entire Agreement.** This Contract, including any exhibits or addendums attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Contract. All prior agreement, covenants, representations, or warranties, whether written or oral, between the parties are merged herein.

**20. Amendment.** No amendment of this Contract shall be effective unless and until it is duly approved by each party and reduced to a writing signed by the authorized representatives of the District and Developer, respectively, which amendment shall incorporate this Contract in every particular not otherwise changed by the amendment.

**21. Governing Law.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties are expressly deemed performable in Ellis County, Texas.

**22. Venue.** Any action at law or in equity brought to enforce or interpret any provision of this Contract shall be brought in a state court of competent jurisdiction with venue in Ellis County, Texas.

**23. Assignability.** The rights and obligations of Developer hereunder may not be assigned without the prior written consent of the District.

**24. Successors and Assigns.** This Contract shall be binding on and shall inure to the benefit of the successors and assigns of the parties.

**25. Failure to Comply.** By execution of this Contract, Developer agrees that any failure of Developer to comply with the terms of this Contract may result in the denial or discontinuance of service until the violation is remedied to the satisfaction of the District.

**26. No Waiver of Immunity.** Nothing in this Contract shall be construed as a waiver of governmental immunity by the District nor of official immunity by District officials and/or representatives.

**27. Effective Date.** This Contract shall be effective from and after the last date of execution by a party to this Contract (the "Effective Date").

**IN WITNESS WHEREOF** each of the parties has caused this Contract to be executed by its duly authorized representative in multiple copies, each of equal dignity, on the date or dates indicated below.

*[Space left intentionally blank. Signature pages to follow.]*



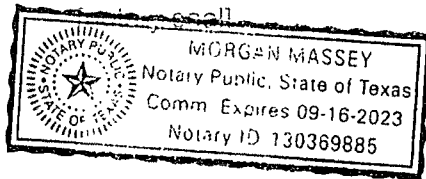
EXECUTED by the DISTRICT on this 17<sup>th</sup> day of March, 2020.

**ROCKETT SPECIAL UTILITY DISTRICT,**  
a political subdivision of the State of Texas

By: Don Werner  
Don Werner, President

STATE OF TEXAS           §  
                                     §  
COUNTY OF ELLIS       §

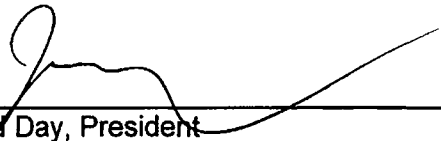
This instrument was acknowledged before me, the undersigned authority, on this 17<sup>th</sup> day of March, 2020, by **Don Werner**, who executed the forgoing Non-Standard Service Contract as President and on behalf of **Rockett Special Utility District**, a political subdivision of the State of Texas, for the purposes and consideration therein expressed.



Morgan Massey  
Notary Public, State of Texas

EXECUTED by DEVELOPER on this 9<sup>th</sup> day of March, 2020.


**COMPASS DATACENTERS DFW III, LLC,**  
a Delaware limited liability company

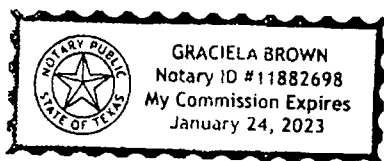
By:   
Jared Day, President

STATE OF Texas §  
COUNTY OF Dallas §

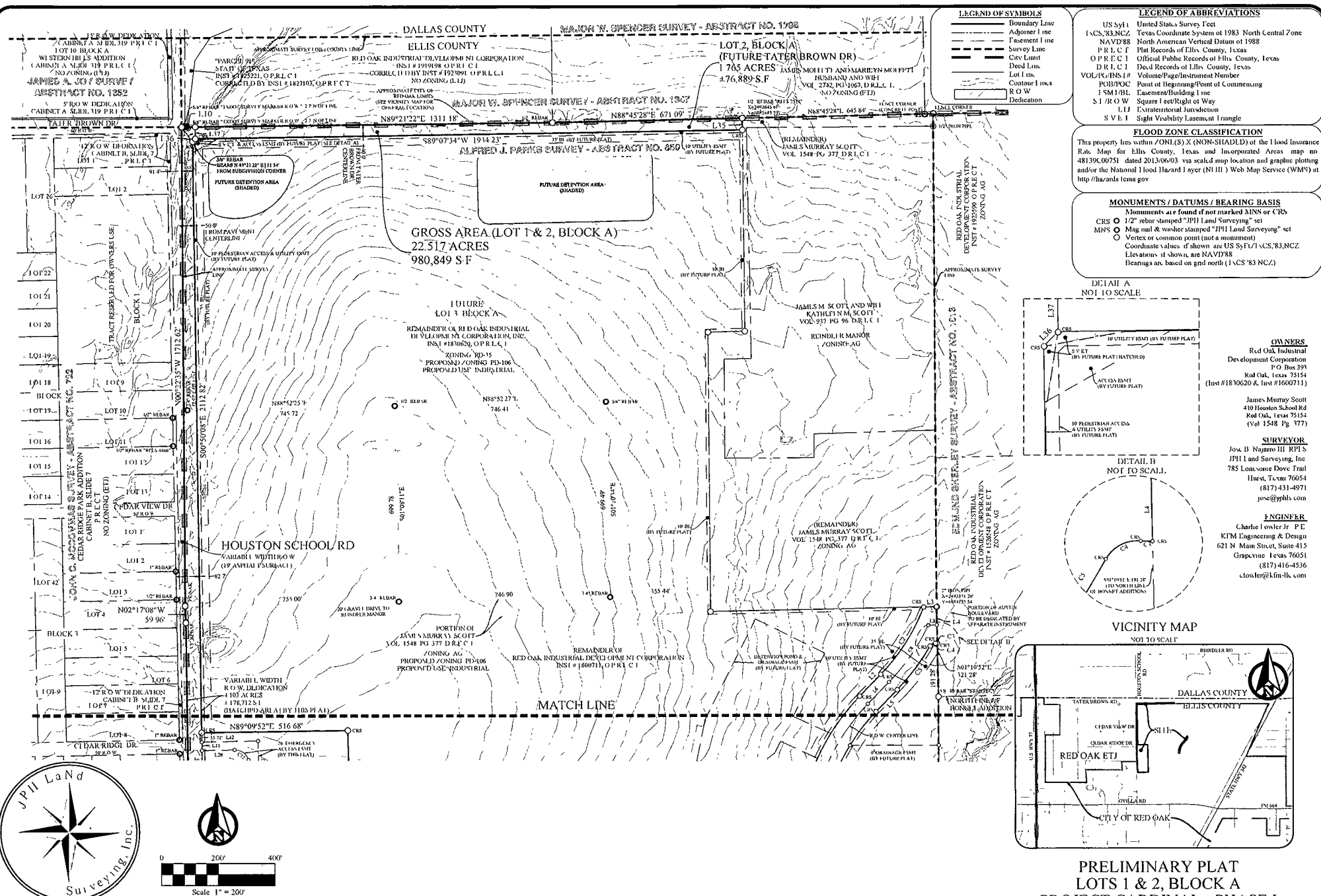
9<sup>th</sup> This instrument was acknowledged before me, the undersigned authority, on this day of March, 2020, by **Jared Day**, who executed the forgoing Non-Standard Service Contract as President and on behalf of **Compass Datacenters DFW III, LLC**, a Delaware limited liability company, for the purposes and consideration therein expressed.

[notary seal]

  
Notary Public, State of Texas



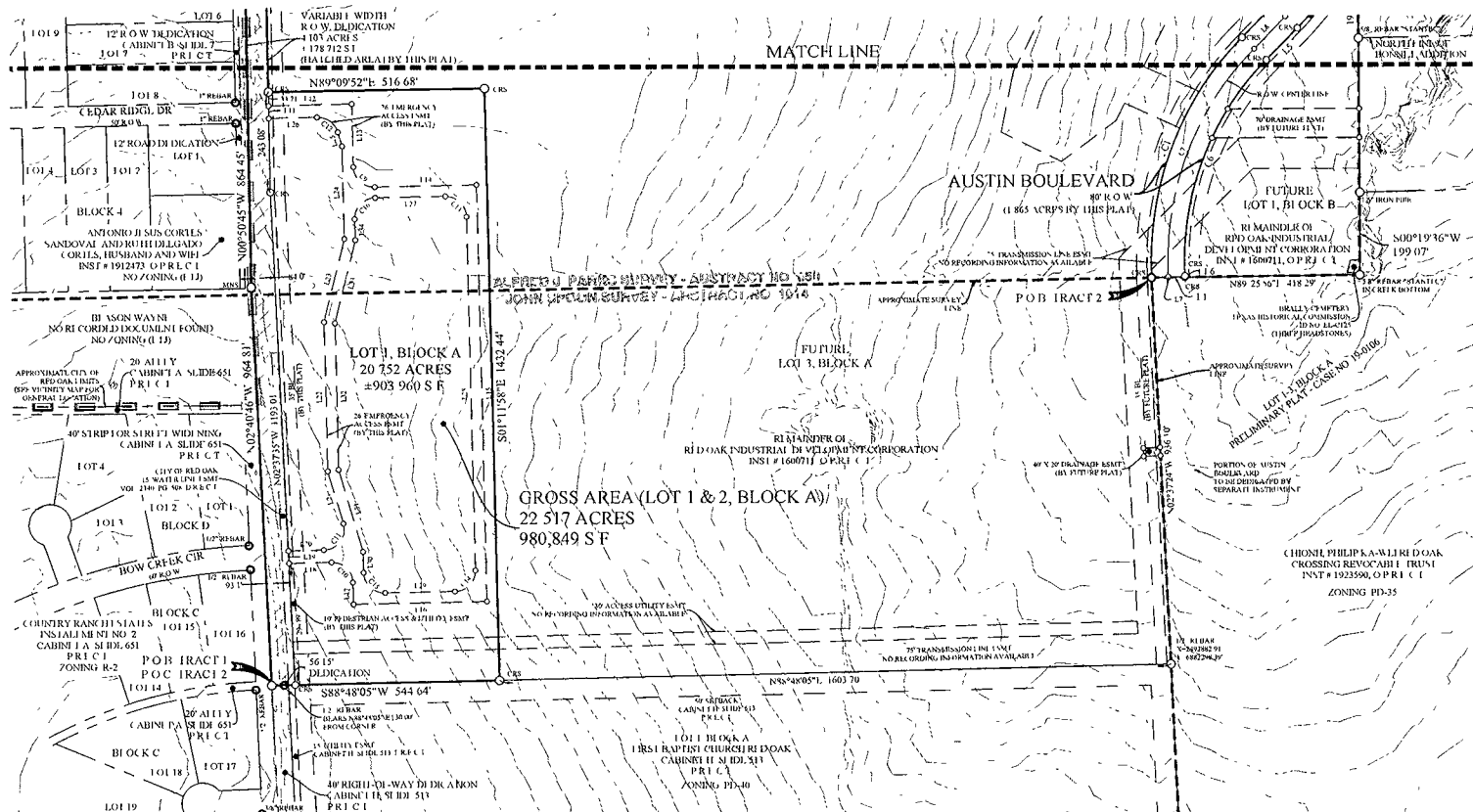
## EXHIBIT A



PRELIMINARY PLAT  
LOTS 1 & 2, BLOCK A  
PROJECT CARDINAL - PHASE I

A SUBDIVISION OF 24.382 ACRES  
SITUATED IN THE  
JOHN SPOON SURVEY, ABSTRACT NO. 1014 &  
ALFRED J. PARKS SURVEY, ABSTRACT NO. 850  
CITY OF RED OAK, TARRANT COUNTY, TEXAS.

PREPARED IN OCTOBER-NOVEMBER 2019



**LEGEND OF SYMBOLS**

Boundary Line
Adjoiner Line
Easement Line
Survey Line
City Limit
Dead Line
Lot Line
Contour Lines
R.O.W.
Dedication

**LEGEND OF ABBREVIATIONS**

US S Y 1	United States Survey Feet
T C S '83 NCZ	Texas Coordinate System of 1983 North Central Zone
NAVD88	North American Vertical Datum of 1988
P R C I	Plat Records of Ellis County, Texas
O P R C I	Official Public Records of Ellis County, Texas
D R L C F	Deed Records of Ellis County, Texas
V O I / P G I N S I #	Volume/Page/Instrument Number
P O B / P O C	Point of Beginning/Point of Commencing
1 S M / B L	Easement/Building Line
S I R O W	Square Feet Right of Way
L I J	1:1 International Jurisdiction
S V I I	Sight Visibility Intersection Triangle

**FLOOD ZONE CLASSIFICATION**  
 This property lies within ZONE (S) X (NON-SHADED) of the Flood Insurance Rate Map for Ellis County, Texas and Incorporated Areas, map no. 4819C0075T, dated 2013/06/03 via scaled map location and graphic plotting and/or the National Flood Hazard Layer (NHIL) Web Map Service (WMS) at <http://hazards.fgdm.gov>

**MONUMENTS / DATUMS / BEARING BASIS**  
 Monuments are found if not marked VNS or CRS.  
 CRS: 1/2" rebar stamped "JPH Land Surveying" set  
 MNS: 1/2" mag nail & washer stamped "JPH Land Surveying" set  
 V: Verbs or common point (not a monument)  
 Coordinate values, if shown, are US S Y 1 / T C S '83 NCZ  
 Elevations if shown, are NAVD88  
 Bearings are based on grid north (T C S '83 NCZ)

**OWNERS**  
 Red Oak Industrial Development Corporation  
 P.O. Box 397  
 Red Oak, Texas 75154  
 (Ins #1830620 & Ins #1600711)  
 James Murray Scott  
 410 Houston School Rd  
 Red Oak, Texas 75154  
 (cell 548 Pg 377)

**SURVEYOR**  
 Jose B. Najarro III, R.P.S.  
 JPH I and Surveying, Inc.  
 785 Lonsome Dove Trail  
 Hurst, Texas 76054  
 (817) 431-4971  
[www.jphls.com](http://www.jphls.com)

**ENGINEER**  
 Charles Fowler Jr., P.E.  
 KIM Engineering & Design  
 621 M Main Street, Suite 415  
 Grapevine, Texas 76051  
 (817) 416-4536  
[cfo@kim-bc.com](http://cfo@kim-bc.com)

**Curve Data Table**

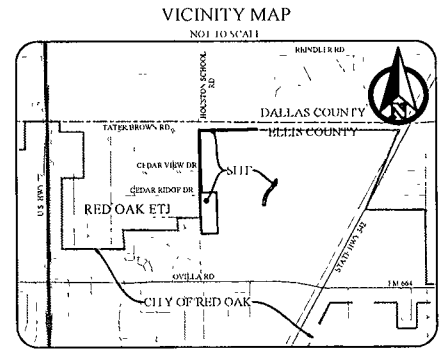
Curve #	W	Radius	Delta	Chord Bearing	Chord
C.1	640.13'	790.00'	046°25'38"	N20°15'26"E	622.77'
C.2	285.70'	710.00'	023°09'19"	N12°16'15"E	283.77'
C.3	6.49'	65.00'	005°43'28"	N88°20'12"W	6.49'
C.4	22.71'	20.00'	065°09'19"	S62°08'09"W	21.51'
C.5	195.58'	790.00'	014°11'06"	S36°42'32"W	195.08'
C.6	575.12'	710.00'	046°25'38"	S20°15'26"W	559.71'
C.7	607.73'	750.00'	046°25'38"	N20°15'26"E	591.24'
C.8	246.97'	750.00'	018°52'01"	N11°22'15"E	245.85'
C.9	78.54'	50.00'	090°00'00"	S16°12'01"E	70.71'
C.10	78.54'	50.00'	090°00'00"	S46°12'01"E	70.71'
C.11	91.61'	50.00'	104°59'45"	N16°18'06"E	79.13'
C.12	65.15'	50.00'	075°00'00"	N53°41'51"W	60.88'
C.13	78.54'	50.00'	090°00'00"	S46°12'01"E	70.71'
C.14	78.54'	50.00'	090°00'00"	S41°17'59"W	70.71'
C.15	78.54'	50.00'	090°00'00"	N46°12'01"E	70.71'
C.16	78.54'	50.00'	090°00'00"	N43°47'59"E	70.71'

**Line Data Table**

Line #	Bearing	Distance
1.1	N89°25'50"W	80.05'
1.2	S13°48'15"E	108.20'
1.3	N88°50'13"E	45.05'
1.4	N01°16'52"E	170.00'
1.5	S15°28'15"W	108.20'
1.6	N02°37'24"W	2.87'
1.7	N02°17'24"W	1.44'
1.8	N43°48'15"E	108.20'
1.9	N88°50'13"E	30.84'
1.10	N89°21'22"E	18.00'
1.11	N00°50'08"W	30.00'
1.12	N88°48'05"E	197.94'
1.13	S01°12'01"E	152.29'
1.14	N88°47'59"E	243.88'
1.15	N01°12'01"E	1008.00'
1.16	S88°17'59"W	319.80'
1.17	N01°12'01"E	53.09'
1.18	S88°47'59"W	100.90'
1.19	N02°17'35"W	30.01'
1.20	N88°47'59"E	83.89'

**Line Data Table**

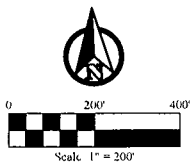
Line #	Bearing	Distance
1.21	N16°11'46"W	171.91'
1.22	N01°11'55"W	361.35'
1.23	N11°48'28"E	206.98'
1.24	N01°16'20"W	221.47'
1.25	N16°11'46"W	35.25'
1.26	S88°48'05"E	114.71'
1.27	N88°47'59"E	167.88'
1.28	S01°12'01"E	856.00'
1.29	S88°47'59"W	167.89'
1.30	N01°12'01"W	50.78'
1.31	N16°11'46"W	207.14'
1.32	N01°11'55"W	351.50'
1.33	N11°48'28"E	206.98'
1.34	N01°12'01"E	50.71'
1.35	S00°17'09"E	41.66'
1.36	S44°08'47"W	14.15'



**PRELIMINARY PLAT  
 LOTS 1 & 2, BLOCK A  
 PROJECT CARDINAL - PHASE I**

A SUBDIVISION OF 24.382 ACRES  
 SITUATED IN THE  
 JOHN SPOON SURVEY, ABSTRACT NO. 1014 &  
 ALL RED J PARKS SURVEY, ABSTRACT NO. 850  
 CITY OF RED OAK, ELLIS COUNTY, TEXAS

PREPARED IN OCTOBER-NOVEMBER 2019



JPH Job/Drawing No. (see below)  
 2019 101 001 Houston School Rd. Red Oak, Ellis Co. TX - Plats dwg  
 © 2019 JPH Land Surveying, Inc. - All Rights Reserved  
 785 Lonsome Dove Trail Hurst, Texas 76054  
 Telephone (817) 431-4971 [www.jphlandsurveying.com](http://www.jphlandsurveying.com)  
 TBP, S Form #10019500 #10194073 #10193867  
 DW | Austin | Abilene

CASE NO. 2019-001

# OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF ELLIS §

## TRACT 1, LOTS 1 & 2, BLOCK A

WHEREAS Red Oak Industrial Development Corporation and James Murray Scott are the owners of that certain tract situated in the Alfred J. Parks Survey, Abstract No. 850 and the John Spoon Survey, Abstract No. 1014, City of Red Oak, Ellis County, Texas, said tract being a portion of the same tracts described in the deeds to Red Oak Industrial Corporation recorded under Instrument Number 1600711, and Instrument Number 1830620, Official Public Records 11th County, Texas (O.P.R. 11th C.T.), and a portion of the same tract described in the deed to James Murray Scott, recorded in Volume 1548, Page 377, Deed Records 11th County, Texas (D.R. 11th C.T.) the subject tract is more particularly described as follows:

**BEGINNING** at the southwest corner of the said Red Oak tract (Inst. No. 1600711), being common with the northwest corner of Lot 1, Block A, First Baptist Church Red Oak, recorded in Cabinet H, Slide 513, Plat Records, 11th County, Texas, from said point of beginning a found 1/2 inch rebar bearing N 88° 48' 05" E, a distance of 30.00 feet said point of beginning being in Houston School Road, a distance of 964.81 feet, (a variable width right of way),

THENCE N 02° 40' 46" W with the west line of the said Red Oak tract (Inst. No. 1600711) being in Houston School Road, a distance of 964.81 feet,

THENCE N 00° 50' 45" W continuing with the west line of the said Red Oak tract (Inst. No. 1600711), being in Houston School Road, a distance of 864.45 feet to a 3/8 inch rebar found in said Houston School Road at the most westerly southwest corner of the aforementioned Scott tract,

THENCE N 02° 17' 08" W with the most westerly west line of the said Scott tract being in Houston School Road a distance of 29.96 feet to a PR nail found at the most westerly northwest corner of the said Scott tract, same being the southwest corner of the said Red Oak tract (Inst. No. 1830620)

THENCE N 80° 22' 25" W along said Houston School Road and with the west line of the said Red Oak tract (Inst. No. 1830620) a distance of 1712.62 feet (feet call) 1708.26 feet to the northwest corner of the said Red Oak tract (Inst. No. 1830620), from which a found 3/8 inch rebar bears N 89° 21' 22" E, a distance of 11.34 feet, and from said found 3/8 inch rebar a 5/8 inch capped rebar stamped "INDOT SURVEY MARKER 80 W" found at the southwest corner of the tract described in the deed to the State of Texas recorded under Instrument Number 1827103, O.P.R. 11th C.T., bears north 2.7 feet.

THENCE N 89° 21' 22" E, with the monumented north line of the said Red Oak tract (Inst. No. 1830620) and being south of an established fence, passing the said found 3/8 inch rebar, and continuing on said course in all a total distance of 1,111.18 feet to a 1/2 inch rebar found at the southwest corner of the tract described in the deed to James Moffett and Marilyn Moffett, husband and wife, recorded in Volume 2742, Page 1067 D.R. 11th C.T.

THENCE N 88° 45' 28" E continuing with the monumented north line of the said Red Oak tract (Inst. No. 1830620) a distance of 671.09 feet to a 1/2 inch capped rebar stamped "JPH S 2574" found at the northeast corner of the said Red Oak tract (Inst. No. 1830620) from which a concrete fence post bears N 88° 45' 28" E, a distance of 645.84 feet.

THENCE S 00° 37' 09" E, with the east line of the said Red Oak tract (Inst. No. 1830620), a distance of 41.66 feet.

THENCE departing the said east line, over and across the said Red Oak tract (Inst. No. 1830620) the following courses and distances:

1. S 89° 07' 14" W, a distance of 194.23 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"
2. S 44° 08' 41" W, a distance of 11.15 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"

THENCE S 00° 50' 08" E continuing over and across said Red Oak tract (Inst. No. 1830620), and crossing over and across the aforementioned Scott tract and the aforementioned Red Oak tract (Inst. No. 1600711) a total distance of 2112.82 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"

THENCE continuing over and across the said Red Oak tract (Inst. No. 1600711) the following courses and distances:

1. N 89° 09' 52" E, a distance of 516.68 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"
2. S 01° 11' 58" E, a distance of 1472.44 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" set on the south line of the said Red Oak tract (Inst. No. 1600711), being common with the north line of aforementioned Lot 1 of Block A, First Baptist Church.

THENCE S 88° 48' 05" W, with the said property lines, a distance of 541.64 feet returning to the POINT OF BEGINNING and enclosing 22,517 acres (± 980,819 square feet)

## TRACT 2-AUSTIN BOULEVARD (80' R.O.W. DEDICATION)

WHEREAS Red Oak Industrial Corporation is the owner of that certain tract situated in the Alfred J. Parks Survey, Abstract No. 850 City of Red Oak, 11th County, Texas, said tract being a portion of the remainder of that same tract described in the deed to Red Oak Industrial Development Corporation recorded under Instrument Number 1600711, Official Public Records 11th County, Texas (O.P.R. 11th C.T.), the subject tract surveyed by JPH I and Surveying, Inc. is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983 North Central Zone)

**COMMENCING** at the southwest corner of the said Red Oak tract, being common with the northwest corner of Lot 1, Block A, First Baptist Church Red Oak, recorded in Cabinet H, Slide 513, Plat Records 11th County, Texas, said point of commencing being in Houston School Road (a variable width right of way) from said point of commencing a found 1/2 inch rebar bears N 88° 48' 05" E, a distance of 30.00 feet. THENCE N 88° 48' 05" E a distance of 2148.34 feet to a 1/2 inch rebar found at the southeast corner of the said Red Oak tract, same being the northeast corner of Lot 1, Block A, First Baptist Church, said 1/2 inch rebar found being on the west line of that same tract described in the deed to Chisholm Philip Ka-Wen Trustee of the Chisholm Philip Ka-Wen Red Oak Crossing Revocable Trust, recorded under Instrument Number 1923590 O.P.R. 11th C.T., THENCE N 02° 17' 24" W, with the east line of the said Red Oak tract and with the west line of the said Chisholm tract, a distance of 956.10 feet to a 5/8 inch capped rebar stamped "ATN 11 C" found at the beginning of a curve to the right having a radius of 790.00 feet said found rebar being the POINT OF BEGINNING of the tract described herein.

THENCE over and across the said Red Oak tract, the following courses and distances:

1. with the said curve to the right, an arc length of 640.14 feet, across a chord which bears N 20° 35' 26" E, a chord length of 622.77 feet to a found 1/2 inch capped rebar stamped "JPH I and Surveying"
2. N 43° 48' 15" E, a distance of 108.20 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" found at the beginning of a curve to the left having a radius of 710.00 feet.
3. with the said curve to the left, an arc length of 285.70 feet, across a chord which bears N 32° 16' 35" E, a chord length of 283.77 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" found the north line of the said Red Oak tract, same being the south line of the remainder of the tract described in the deed to James Murray Scott, recorded in Volume 1548, Page 377 D.R. 11th C.T.

THENCE N 88° 50' 13" E with the said property lines, a distance of 45.65 feet to a 2 inch iron pipe found at the northeast corner of the said Red Oak tract.

THENCE S 01° 10' 52" E, with the east line of the said Red Oak tract, a distance of 130.00 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" found at the beginning of a curve to the right having a radius of 65.00 feet,

THENCE departing the said property line over and across the said Red Oak tract, the following courses and distances:

1. with the said curve to the right, an arc length of 6.49 feet, across a chord which bears N 88° 20' 12" W, a chord length of 6.49 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" set at the beginning of a curve to the left having a radius of 20.00 feet.
2. with the said curve to the left, an arc length of 22.71 feet, across a chord which bears S 62° 08' 00" W, a chord length of 21.51 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" set at the beginning of a curve to the right having a radius of 790.00 feet.
3. with the said curve to the right, an arc length of 195.58 feet, across a chord which bears S 36° 42' 12" W, a chord length of 195.08 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"
4. S 43° 48' 15" W, a distance of 108.20 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" set at the beginning of a curve to the left having a radius of 710.00 feet,
5. with the said curve to the left, an arc length of 575.32 feet, across a chord which bears S 20° 15' 26" W, a chord length of 559.71 feet to a set 1/2 inch capped rebar stamped "JPH I and Surveying"
6. S 02° 17' 24" W, a distance of 2.87 feet to a 1/2 inch capped rebar stamped "JPH I and Surveying" set on the south line of the said Red Oak tract, same being the north line of the aforementioned Chisholm tract.

THENCE S 89° 25' 56" W, with the said property lines, a distance of 80.05 feet returning to the POINT OF BEGINNING and enclosing 1,865 acres (± 81,239 square feet)

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That Red Oak Industrial Development Corporation, acting herein by and through its duly authorized officer and James Murray Scott, do hereby adopt this plat designating the hereinabove described property as *Project Cardinal - Phase I*, an addition to the City of Red Oak, Texas, and do hereby dedicate in fee simple to the public, use forever the streets, alleys and easements shown hereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat. No Buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Red Oak. In addition, Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the Public's and City of Red Oak use thereof. The City of Red Oak and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with construction, maintenance or efficiency of their respective systems in said easements. The City of Red Oak and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, maintaining, maintaining, reading meters and adding to or removing all or parts of their respective systems without the necessity of any time of procuring permission from anyone.

This plat approved subject to all platting ordinances rules, regulations of the City of Red Oak, Texas.

WITNESSEY my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Authorized Officer \_\_\_\_\_ Name \_\_\_\_\_  
Red Oak Industrial Development Corporation

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, \_\_\_\_\_, authorized officer of Red Oak Industrial Development Corporation known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public, in and for the State of Texas \_\_\_\_\_

WITNESSEY my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

James Murray Scott

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James Murray Scott known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CERTIFICATE OF APPROVAL	
APPROVED BY PLANNING AND ZONING COMMISSION CITY OF RED OAK	
Chairperson _____	Date _____
Mayor _____	Date _____
City Secretary _____	Date _____

## GENERAL PLAT NOTES:

1. Selling a portion of any lot within this addition by metes and bounds is a violation of state law and city ordinance and is subject to fines and withholding of utility services and building permits.
2. There shall be no tree shrub plant sign soil fence retaining a retaining wall or other vertical elements that obstruct the view of a vehicle having a height greater than two (2) feet within the Sight Visibility Triangles.
3. The owners of all corner lots shall maintain sight triangles in accordance with the City's Subdivision Ordinance.
4. This survey was performed with the benefit of a title commitment provided by First American Title Insurance Company GFE# 1002-285029 RTT Commitment # 1002-285029-RTT, effective August 15, 2019, and issued August 30, 2019. Therefore, easements, agreements or other documents either recorded or unrecorded may exist that affect the subject property that are not shown on this survey.
5. City limits shown hereon are approximated via scaled map location and graphic plotting of the Plats 1-5 City of Red Oak, Texas (City Limits and F11) map dated October 2019. I or accurate city limits location refer to the corresponding City ordinance.
6. Survey lines are approximate and based on the Texas Natural Resources Information Systems (GIS data).
7. Current zoning information shown hereon is based on the City of Red Oak, Texas Official Zoning Map.
8. The fieldwork was completed on September 19, 2019.
9. Contour lines shown hereon were provided by KIM Engineering & Design on August 29, 2019, and do not represent an on-ground survey performed by JPH I and Surveying.
10. The owners of all corner lots shall maintain sight triangles (aka "Sight Visibility Triangles") in accordance with the City's Subdivision Ordinance.
11. Per the covenant in the Special Warranty Deed recorded in Volume 1334 Page 511 Deed Records, Ellis County, Texas "there shall be no general dumping or storage of excess parts of automobiles, machinery, or the like within fifty feet (50') of each side of the Property's western boundary line." The western boundary line is identified hereon at the 761.54' 130.00' and 999.75' sections of the east line of Lot 1, Block A.

## SURVEYOR'S CERTIFICATION

STATE OF TEXAS §

COUNTY OF TARRANT §

I/HS is to certify that I, Jose B. Najarro III, a Registered Professional Land Surveyor for the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that all lot corners, angle points, and points of curve have been properly marked on the ground and that this plat correctly represents that survey made by me.



STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jose B. Najarro III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said, and that they executed the same as the act of such for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public, in and for the State of Texas \_\_\_\_\_

JPH Land Surveying, Inc.

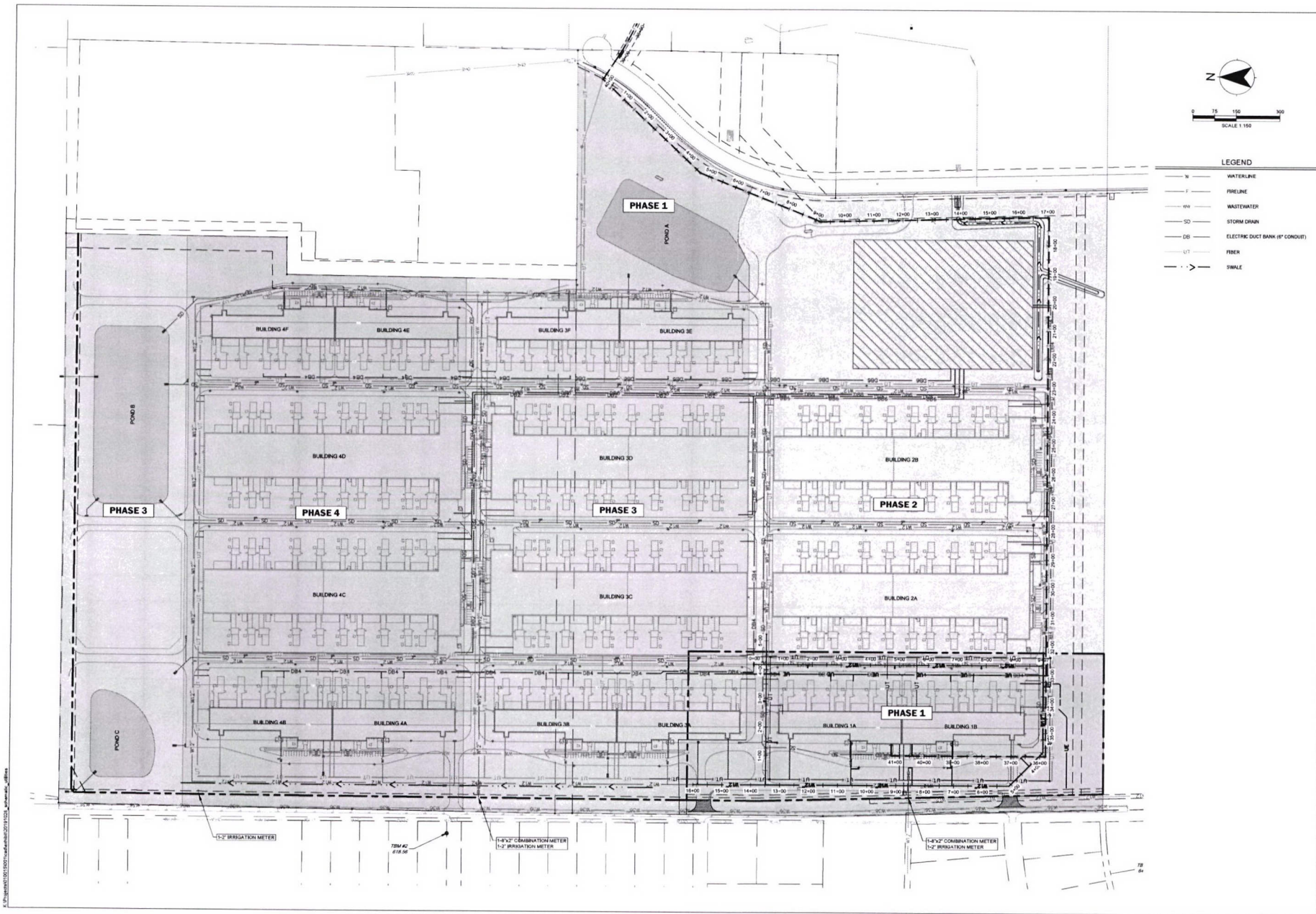
JPH Job/Drawing No. (see below)  
2019 103 001 Houston School Rd., Red Oak, Ellis Co. TX - Plats dwg  
© 2019 JPH Land Surveying, Inc. - All Rights Reserved  
785 Lonesome Dove Trail, Houston, Texas 76054  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBP/LS Firm #10019500 #10194073 #10193867  
DFW | Austin | Abilene

CASE NO. 2019-001

PRELIMINARY PLAT  
LOTS 1 & 2, BLOCK A  
PROJECT CARDINAL - PHASE I  
A SUBDIVISION OF 24.382 ACRES  
SITUATED IN THE  
JOHN SPOON SURVEY, ABSTRACT NO. 1014 &  
ALFRED J. PARKS SURVEY, ABSTRACT NO. 850  
CITY OF RED OAK, ELLIS COUNTY, TEXAS  
PREPARED IN OCTOBER-NOVEMBER 2019

PAGE 5 OF 3

## **EXHIBIT B**





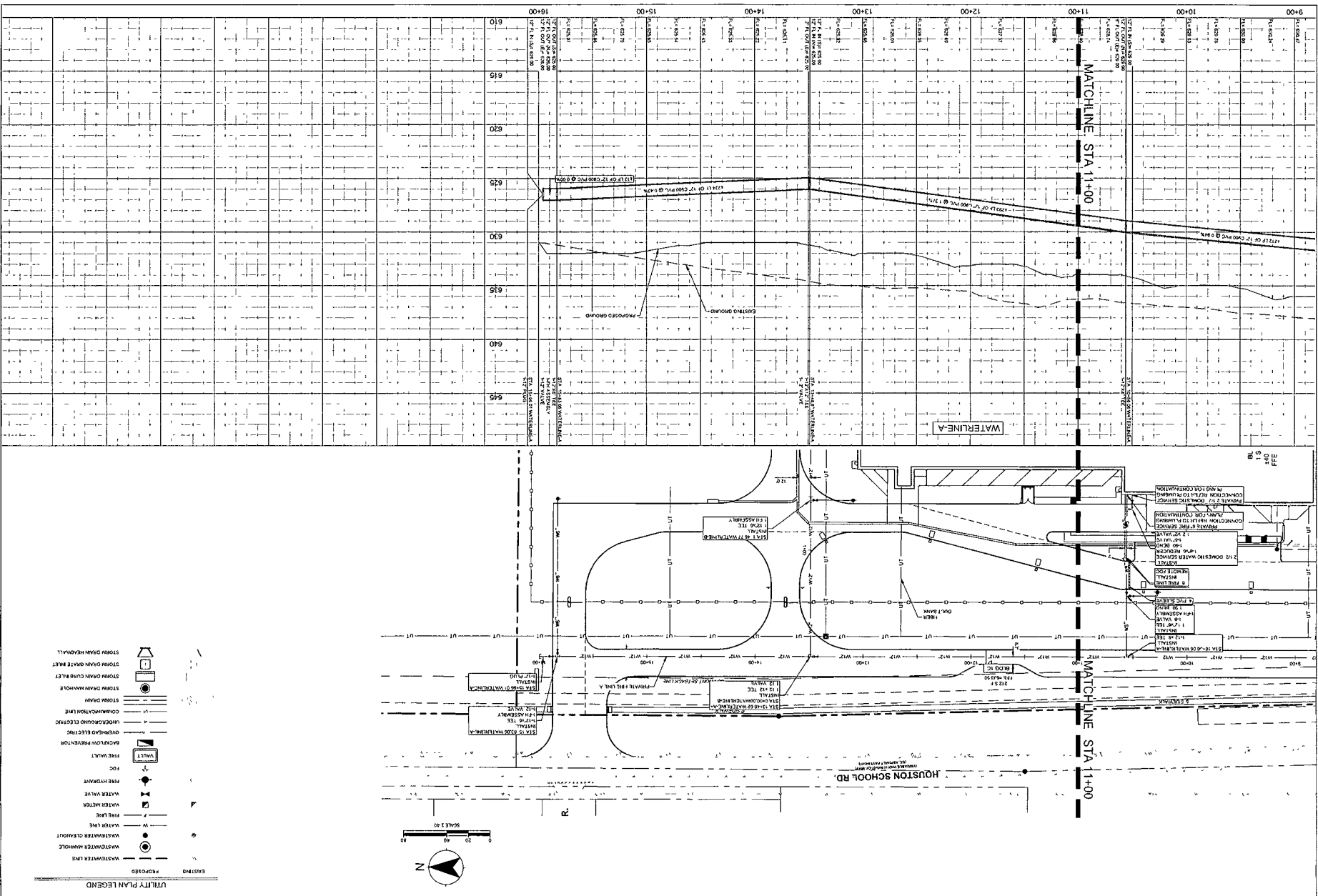
## PROJECT CARDINAL - WATER DEMAND BY PHASE

Current Phasing Plan (50% Air cooled plus Irrigation)											
Phase	Development Year	MW	Qp (7,625 gpd per MW)	Qp Domestic (gpm) per phase	Qp Irrigation (gpm) per phase	Cumulative Qp (gpm)	Qfire (gpm)	Cumulative Qp Dom+Irr+Fire (gpm)	Cumulative Qp Dom + Irr (MGD)	Cumulative Qavg Dom + Irr (MGD)	Cumulative Qavg Dom + Irr (MGY)
1	2019	12	91,500	64	100	164	1,500	1,664	0.16	0.11	39
2	2022	72	549,000	381		545	2,000	2,545	0.71	0.46	169
3	2026	96	732,000	508	100	1,153	2,000	3,153	1.52	0.99	360
4	2028	96	732,000	508	100	1,761	2,000	3,761	2.32	1.51	551
<b>Total</b>		<b>276</b>	<b>2,104,500</b>	<b>1,461</b>	<b>300</b>	<b>1,761</b>	<b>2,000</b>	<b>3,761</b>	<b>2.32</b>	<b>1.51</b>	<b>551</b>





\\srm\proj\2013\2013-0001\Drawings\2013-0001.dwg 1/27/2013 1:09 PM



UTILITY PLAN LEGEND

	PROPOSED
	EXISTING
	WATER MAIN
	SEWER MAIN
	GAS MAIN
	ELECTRIC MAIN
	FIRE HYDRANT
	WATER VALVE
	SEWER VALVE
	GAS VALVE
	ELECTRIC VALVE
	WATER METER
	SEWER METER
	GAS METER
	ELECTRIC METER
	WATER MAIN HYDRANT
	SEWER MAIN HYDRANT
	GAS MAIN HYDRANT
	ELECTRIC MAIN HYDRANT

**PROJECT CARDINAL**

**COMPASS DATA CENTERS, LLC.**

**WATERLINE A PLAN & PROFILE**

**DATE:** 12/11/2013

**BY:** [Signature]

**CHECKED:** [Signature]

**APPROVED:** [Signature]

**SCALE:** 1" = 20'

**DATE:** 12/11/2013

**BY:** [Signature]

**CHECKED:** [Signature]

**APPROVED:** [Signature]

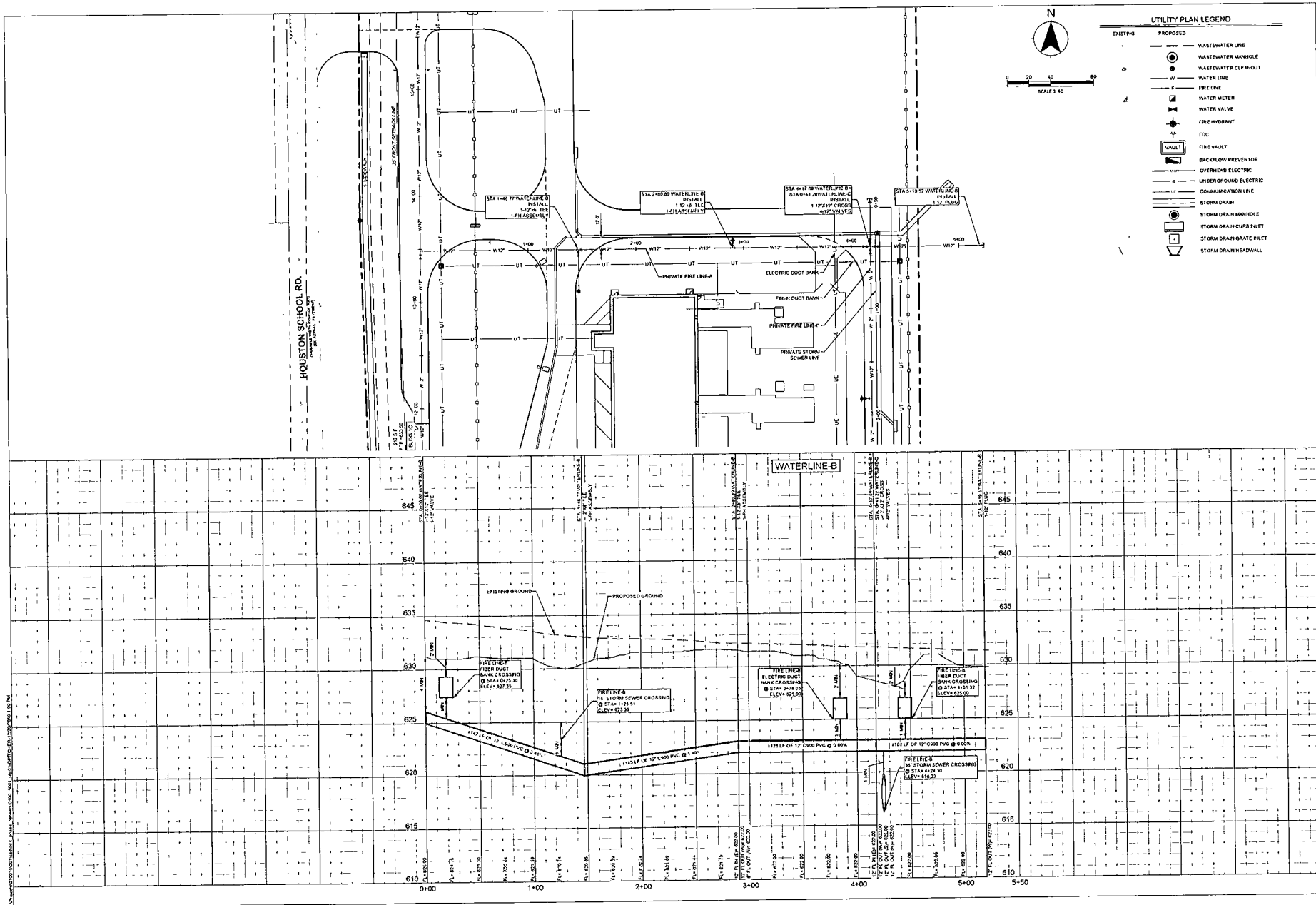
**PROJECT:** 27 OF 61

**DATE:** 12/11/2013

**BY:** [Signature]

**CHECKED:** [Signature]

**APPROVED:** [Signature]



**KCM**  
ENGINEERING & DESIGN  
2525 W. 10TH STREET, SUITE 4.2  
DALLAS, TEXAS 75201  
PHONE: 972.452.4515  
FAX: 972.452.4516  
WWW.KCM-ED.COM

NO.	REV.	DATE	BY	CHKD.	DESCRIPTION
1	1	12/11/2019	ALM	ALM	PROJECT ANNOTATION

PROJECT: COMPASS DATA CENTERS, LLC.  
SHEET: WATERLINE B PLAN & PROFILE

STATE OF TEXAS  
CHARLES C. FOWLER, JR.  
85452  
PROFESSIONAL ENGINEER  
LICENSED  
12/11/2019

DATE: 12/11/2019  
DRAWN BY: ALM  
CHECKED BY: ALM  
DESIGNED BY: ALM  
IN CHARGE: ALM



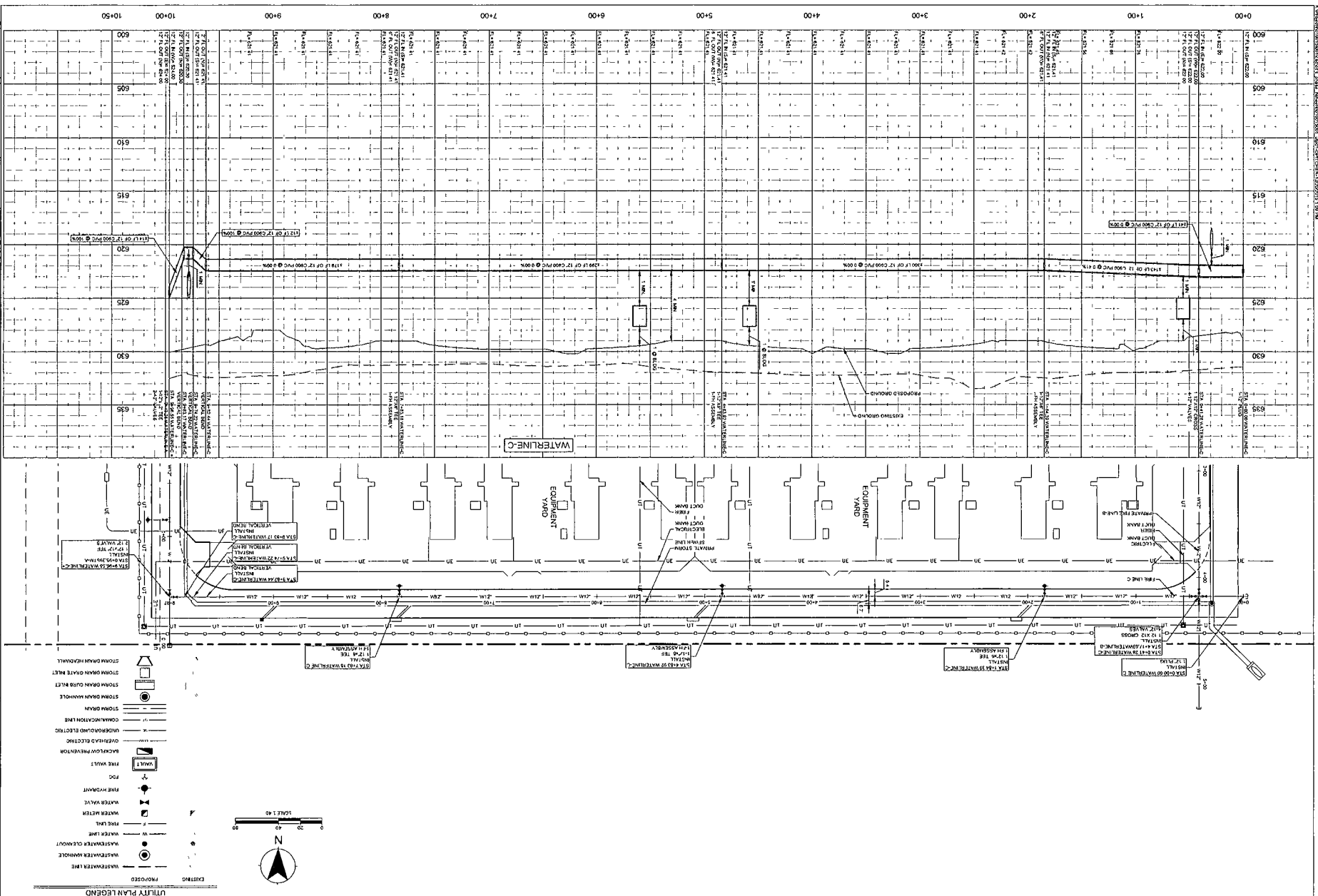
## PROJECT CARDINAL

CLIENT  
COMPASS DATA CENTERS, LLC.

NO	BY	DATE	REASON
02	ADM	2019/12/19	REMOVE 6 WATER LINE



622 N. MAIN STREET SUITE 422  
GARLAND, TEXAS 76051  
PHONE: 817.416-4536  
WWW.VFALLC.COM  
1897 • F 200821



## **EXHIBIT C**



TEXAS REGISTERED ENGINEERING FIRM F-702

ROBERT T. CHILDRESS, JR., P.E. • BENJAMIN S. SHANKLIN, P.E. • ROBERT T. CHILDRESS III, P.E.

January 14, 2020

Ms. Kay Phillips, Manager  
Rockett Special Utility District  
P.O. Box 40  
Red Oak, Texas 75154

Re: Hydraulic Analysis for  
Compass Data Center – Phases 1 thru 4  
Domestic, Fire & Irrigation Service  
Near Node 22, Sht. 10 & 21

Dear Ms. Phillips:

In response to your request, we have re-examined the hydraulic capability of the Rockett SUD water distribution system to provide the above referenced service for the proposed Compass Datacenter, Phases 1-4. The request includes a summary of domestic, irrigation and fire flow demands for the four phases. The fire flow remains constant at 2,000 gpm while the domestic and irrigation demands increase with each phase. The peak cumulative flow under Phase 2 is 2,545 gpm, Phase 3 is 3,153 gpm and Phase 4 is 3,761 gpm. The application and the furnished Fire Line Plan/Profile sheet indicated a 12" connection to Rockett's 12" cross at node 22, two (2) 8" domestic meters with 2" Bypass and RPZ, and three (3) 2" irrigation meters with RPZ.

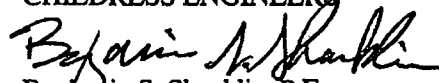
Our evaluation indicates that at this time, the existing system will be able to furnish the domestic fire and irrigation demands requested through Phase 2 at a peak cumulative flow of 2,545 gpm, in conformity with the applicable Texas Commission on Environmental Quality ("TCEQ") standards for water distribution. A new 12" water main connected to the existing 12" main near Node 22 extended in incremental phases to the north line of the property and dedicated to the Rockett SUD, will be required for service beyond Phase 1. The first 8" meter and 2" irrigation meter may be set to serve the Phase 1 and Phase 2 service installations. For phases 3 and 4, additional improvements for booster pumping capacity and storage will have to be completed in order to provide the future service and set future meters. We recommend a Badger E-Series 8" meter be used for domestic use.

Please be advised that this hydraulic analysis is only good for six (6) months from the date of this letter. In addition, by this letter we are not expressing an opinion on the applicability or the enforceability of any "fire flow" standards within the Subdivision by an entity other than the Rockett SUD and the TCEQ.

If you have any questions concerning this matter, please call.

Very truly yours,

CHILDRESS ENGINEERS

  
Benjamin S. Shanklin, P.E.

Cc: Robert Woodall

I:\ROCKETT\HALET-Compass Data-1-20.doc





TEXAS REGISTERED ENGINEERING FIRM F-702

ROBERT T. CHILDRESS, JR., P.E. • BENJAMIN S. SHANKLIN, P.E. • ROBERT T. CHILDRESS III, P.E.

March 4, 2020

Ms. Kay Phillips, Manager  
Rockett Special Utility District  
P.O. Box 40  
Red Oak, Texas 75154

Re: Hydraulic Analysis for  
Compass Data Center – Phase 1  
Domestic, Fire & Irrigation Service  
Near Node 22, Sht. 10 & 21

Dear Ms. Phillips:

In response to your request, we have re-examined the hydraulic capability of the Rockett SUD water distribution system to provide the above referenced service for the proposed Compass Datacenter, Phase 1. The request includes a summary of domestic, irrigation and fire flow demands for Phase 1. The fire flow remains constant at 2,000 gpm. The total cumulative flow with domestic irrigation and fireflow under Phase 1 is 2,164 gpm. The application and the furnished Fire Line Plan/Profile sheet indicated a 12" connection to Rockett's 12" cross at node 22, one (1) 8" domestic meter with 2" Bypass and RPZ, and one (1) 2" irrigation meter with RPZ.

Our evaluation indicates that at this time, the existing system will be able to furnish the projected Phase 1 domestic, fire and irrigation demands at a peak cumulative flow of 2,164 gpm, in conformity with the applicable Texas Commission on Environmental Quality ("TCEQ") standards for water distribution. We recommend a Badger E-Series 8" meter with a 2" bypass be used for domestic and fireflow use.

Please be advised that this hydraulic analysis is only good for six (6) months from the date of this letter. In addition, by this letter we are not expressing an opinion on the applicability or the enforceability of any "fire flow" standards within the Subdivision by an entity other than the Rockett SUD and the TCEQ.

If you have any questions concerning this matter, please call.

Very truly yours,

CHILDRESS ENGINEERS

Benjamin S. Shanklin, P.E.

Cc: Robert Woodall  
BSS/cv

I:\ROCKETT\HALET-Compass Data-3-20.doc

## EXHIBIT D

AFTER RECORDING RETURN TO:  
Whitman Land Group  
1251 Pin Oak Road, Suite 131  
Katy, TX 77494

**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER:**

Tract No. 70

**ROCKETT SPECIAL UTILITY DISTRICT  
WATERLINE EASEMENT**

THE STATE OF TEXAS     §  
                                     §     **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF ELLIS       §

That, **COMPASS DATACENTERS, LLC.** ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, and by these presents do grant to **ROCKETT SPECIAL UTILITY DISTRICT** ("Grantee") of Ellis County, Texas, a permanent, exclusive and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, and operating a water line and appurtenances thereto in, into, upon, over, across and under that land in Ellis County, Texas, described as follows, to-wit:

The permanent easement herein granted shall be limited to a strip of land twenty (20) feet in width across and on a **16.650**-acre tract of land, said permanent easement being further described in Exhibit "A" and shown on Exhibit "B" attached hereto (the "Easement"). Grantee shall have the right to use as temporary construction easements as much of the property as may be reasonably necessary for Grantee's for Grantee's installation, repairing, maintaining, altering, replacing, or relocating of said water line.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of the easement by Grantee for the easement purposes stated herein including pasturage and

FILED FOR RECORD - ELLIS COUNTY TEXAS  
INST NO. 1937264 FILING DATE/TIME: Dec 14, 2019 at 08:11:00 AM

agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the waterline will be constructed without the Grantee's prior written consent.

After initial construction or after any subsequent operation to the waterline, Grantee agrees to return the construction area including fences and driveways to as nearly as practical the same condition that existed prior to construction.

Grantor covenants and agrees that the District shall have the right to excavate and fill upon Easement and to remove from said the Easement, any fences, building or other obstructions as may now or hereafter be found upon the Easement that in the District's sole discretion will or does interfere with the District's operations within the Easement.

**TO HAVE AND TO HOLD** the above-described Easement forever and the above described temporary construction easement for the period stated above, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the District, its successors and assigns; and I/We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

EXECUTED this the 25<sup>th</sup> day of November, 2019.

**GRANTOR:**

**COMPASS DATACENTERS, LLC**  
a Delaware limited liability company

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

Name: \_\_\_\_\_

Title: President, CFO

ACKNOWLEDGMENT

STATE OF TEXAS

§

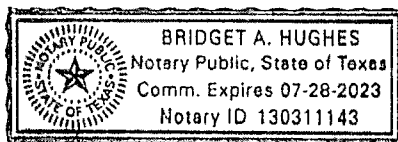
COUNTY OF ~~ELLIS~~ Dallas

§

§

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared Jared Day, President, CEO of Compass Datacenters, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of November, 2019.



Bridget A. Hughes  
Notary Public for the State of Texas

# JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Austin ★ Abilene

Rockett Special Utility District Water Line Easement

EXHIBIT "A"

TRACT DESCRIPTION

Page 1 of 3



**BEING** a 0.659 acre tract of land located in the Alfred J. Parks Survey, Abstract No. 850, and the John Spoon Survey, Abstract No. 1014, City of Red Oak, Ellis County, Texas, and being a portion of that same tract described as Tract 1 in the deed to Compass Datacenters DFW III, LLC recorded under Instrument Number 1933739, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), said easement being the west 20 feet of future Lot 1, Block A, Project Cardinal – Phase I, Case No. 2019-002; the subject tract, surveyed by JPH Land Surveying, Inc., is more particularly described as follows (Bearings are based on Grid North per the Texas Coordinate System of 1983, North Central Zone):

**COMMENCING** 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest property corner of the said Compass Datacenters tract, being common with the northwest lot corner of Lot 1, Block A, First Baptist Church Red Oak, recorded in Cabinet H, Slide 513, Plat Records, Ellis County, Texas, said point of commencing being in Houston School Road (a variable width right of way), from said point of commencing a found 1/2 inch rebar bears N 88° 48' 05" E, a distance of 30.00 feet; **THENCE** N 88° 48' 05" E, with the south line of the said Compass Datacenters tract and with the north line of said Lot 1, Block A (First Baptist Church Red Oak plat), a distance of 56.15 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest lot corner of the said future Lot 1 (Project Cardinal), same being the southeast right-of-way dedication corner for Houston School Road, being shown on and dedicated by said future Project Cardinal plat, said set rebar being the **POINT OF BEGINNING** of the tract described herein;

**THENCE** with the west lot line of the said future Lot 1 (Project Cardinal plat), being common with the east right-of-way line of the future Right-of-Way dedication per said future Project Cardinal plat, over and across the said Compass Datacenters tract, the following courses and distances:

Dallas-Fort Worth  
785 Lonesome Dove Trail  
Hurst, Texas 76054  
(817)431-4971  
Firm #10019500

Austin  
1516 E. Palm Valley Blvd., A4  
Round Rock, Texas 78664  
(512)778-5688  
Firm #10194073

Abilene  
500 Chestnut Street, Suite 702  
Abilene, Texas 79602  
(325)672-7420  
Firm #10193867

WWW.JPHLANDSURVEYING.COM

1. N 02° 37' 35" W, a distance of 1193.01 feet to a set 1/2 inch capped rebar stamped "JPH Land Surveying";
2. N 00° 50' 08" W, a distance of 243.08 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the northwest lot corner of the said future Lot 1 (Project Cardinal plat);

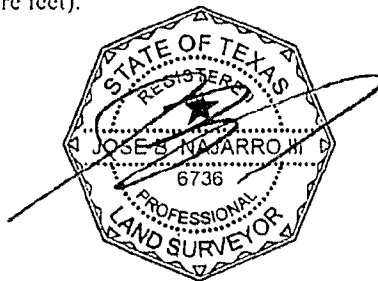
THENCE N 89° 09' 52" E, with the north lot line of the said future Lot 1 (Project Cardinal plat), continuing over and across the said Compass Datacenters tract, a distance of 20.00 feet to a point from which a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the northeast lot corner of said future Lot 1 (Project Cardinal plat) bears N 89° 09' 52" E, a distance of 496.68 feet;

THENCE departing the said future lot line, continuing over and across the said Compass Datacenters tract, the following courses and distances:

1. S 00° 50' 08" E, a distance of 242.77 feet;
2. S 02° 37' 35" E, a distance of 1193.19 feet to a point on the south lot line of said future Lot 1 (Project Cardinal plat), same being the south line of the said Compass Datacenters tract, further being the north lot line of said Lot 1, Block A (First Baptist Church Red Oak plat), from said point a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southeast lot corner of said future Lot 1 (Project Cardinal plat) bears N 88° 48' 05" E, a distance of 468.49 feet;

THENCE S 88° 48' 05" W, with the said property line and the said lot lines, a distance of 20.00 feet returning to the **POINT OF BEGINNING** and enclosing 0.659 acres (±28,721 square feet).

Jose B. Najarro III  
Registered Professional  
Land Surveyor No. 6736  
[jose@jphls.com](mailto:jose@jphls.com)  
November 14, 2019  
Job No. 2019.103.001



Dallas-Fort Worth  
785 Lonesome Dove Trail  
Hurst, Texas 76054  
(817)431-4971  
Firm #10019500

Austin  
1516 E. Palm Valley Blvd., A-4  
Round Rock, Texas 78664  
(512)778-5688  
Firm #10194073

Abilene  
500 Chestnut Street, Suite 702  
Abilene, Texas 79602  
(325)672-7420  
Firm #10193867

WWW.JPHLANDSURVEYING.COM

# EXHIBIT " B "

PAGE 3 OF 3

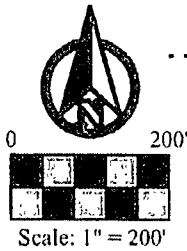
## MONUMENTS / BEARING BASIS

- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
Monuments are found if not marked MNS or CRS.  
Bearings are based on Grid North, Texas Coordinate  
System of 1983, North Central Zone  
○ Vertex or common point (not a monument)

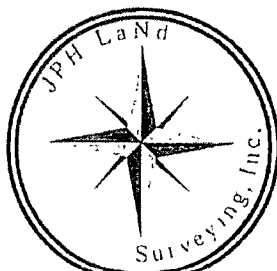
## LEGEND OF ABBREVIATIONS

- R.O.W. Right of Way  
O.P.R.E.C.T. Official Public Records of Ellis County, Texas  
P.R.E.C.T. Plat Records of Ellis County, Texas  
POB/POC Point of Beginning/Point of Commencing

Line Data Table		
Line #	Bearing	Distance
L1	N88°48'05"E	56.15'
L2	N89°09'52"E	20.00'
L3	S88°48'05"W	20.00'



Jose B. Najarro III  
Registered Professional  
Land Surveyor No. 6736  
jose@jphls.com  
November 13, 2019



JPH Job No.  
2019.103.001 Houston School Rd., Red Oak, Ellis Co., TX -  
Rockett Esmt.dwg  
© 2019 JPH Land Surveying, Inc. - All Rights Reserved  
785 Lonesome Dove Trail, Hurst, Texas 76054  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPLS Firm #10019500 #10194073 #10193867  
DFW | Austin | Abilene

HOUSTON SCHOOL ROAD  
VARIABLE WIDTH R.O.W.

CITY OF RED OAK  
15" WATER LINE ESMT  
VOL 2340, PG. 308, D.R.E.C.T.

R.O.W. DEDICATION  
PER FUTURE PLAT  
PROJECT CARDINAL-PHASE I  
CASE NO. 2019-002

P.O.C.  
1/2" REBAR  
BEARS N88°48'05"E | 30.00'  
FROM CORNER

40' RIGHT-OF-WAY DEDICATION  
CABINET H, SLIDE 513, P.R.E.C.T.

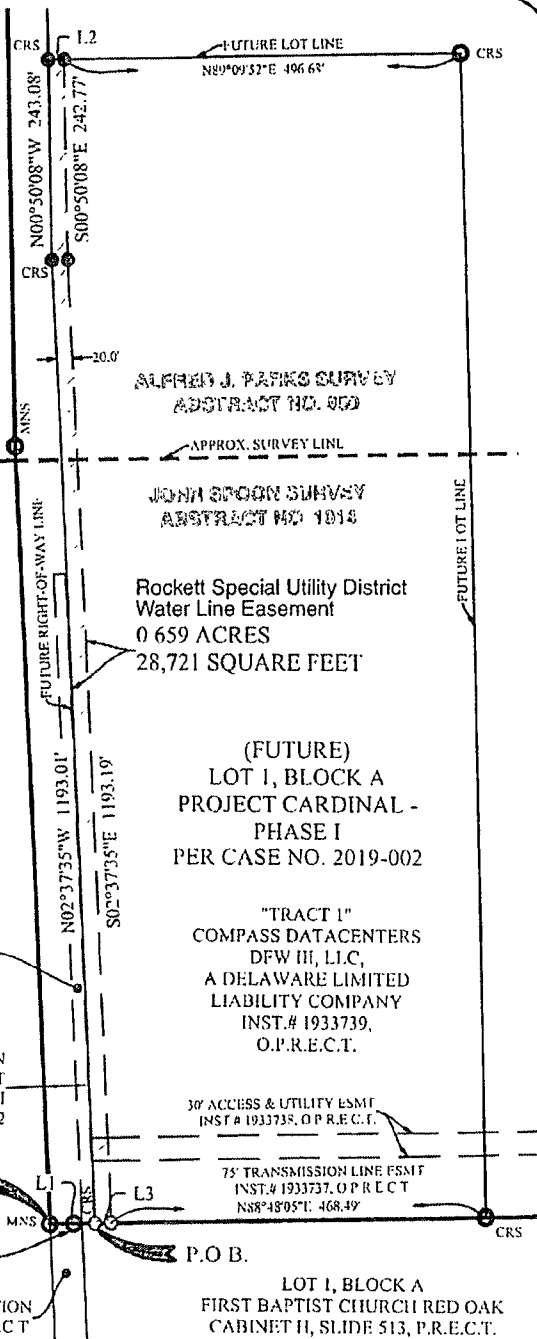


EXHIBIT SHOWING  
28,721 SQUARE FEET  
SITUATED IN THE  
ALFRED J. PARKS SURVEY  
ABSTRACT NO. 850  
JOHN SPOON SURVEY  
ABSTRACT NO. 1014  
CITY OF RED OAK, ELLIS COUNTY, TEXAS



## **EXHIBIT E**

**NON-STANDARD SERVICE CONTRACT  
BY AND BETWEEN  
ROCKETT SPECIAL UTILITY DISTRICT  
AND  
COMPASS DATACENTERS, LLC**

---

Pursuant to the District's Rate Order and Sections 7(a) and 8(a) of this Contract, Developer shall pay the following amount to the District upon Developer's execution of this Contract, as seen below:

Fee / Charge	Amount
Service Investigation Fee	\$3,000.00
Connection Fee for the 8" domestic meter	\$2,600.00
Connection Fees for the 2" irrigation meter	\$2,600.00
Upgrade cost of the 8" domestic meter	\$14,950.00
Upgrade cost of the 2" irrigation meter	\$852.62
Deposit for the meters, at \$100.00 per meter	\$200.00
Customer Service Inspection (CSI) Fee	\$100.00
<b>Total</b>	<b>\$24,302.62</b>

FILED FOR RECORD - ELLIS COUNTY, TX  
INST NO 1020930  
ON JUN 24, 2020 at 10:27:00 AM

SCANNED

STATE OF TEXAS                      COUNTY OF ELLIS

I hereby certify this instrument was filed on the date  
and time stamped hereon and was duly recorded in  
the records of Ellis County, Texas as stamped hereon.



*Hugo Valdez*

COUNTY CLERK, ELLIS COUNTY, TEXAS

## **ATTACHMENT H**



ROCKETT SPECIAL  
UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

## ATTACHMENT H-1

Compass Datacenters, LLC  
Tina Eaton  
14555 N Dallas Parkway  
Ste 125  
Dallas, TX 75254

**Business Hours:** Mon - Fri, 7:30 AM - 4:30 PM

**Customer Service:** 972-617-3524, customerservice@rockettwater.com

**E-Bill:** To receive your monthly utility bill by email, visit our website or contact customer service.

**Website:** [www.rockettwater.com](http://www.rockettwater.com)

For more information about the district including information about the district's board and board meetings, please visit [www.rockettwater.com](http://www.rockettwater.com)

## PAYMENT METHODS

**Pay Online:** To pay online using your Visa, Discover or MasterCard visit [www.rockettwater.com](http://www.rockettwater.com).

**Pay by Phone:** (Credit or Debit Card) 1-866-302-2748

**In Person:** Cash, Check, Money Order, Visa, MasterCard or Discover.

Night drop box also available outside drive through window.

**Auto Draft:** Visit [www.rockettwater.com](http://www.rockettwater.com) or contact customer service to sign up for automated bank or credit card draft.

**Mail:** Send payment to PO Box 40, Red Oak, TX 75154-0040

## SPECIAL MESSAGE

There will be a rate change as of January 1, 2021. Please visit [www.rockettwater.com](http://www.rockettwater.com) for more details.

You can now make online payments with no additional processing fees. Connect to [eyeonwater.com](http://eyeonwater.com) to set up leak alerts. This is a free service for our customers.

## ACCOUNT INFORMATION

Account Number: **12-0186-00**  
Account Name: Compass Datacenters, LLC  
Service Address: 300 Houston School Rd  
Last Payment: 11/16/20  
Service Period: 10/29/20 to 11/25/20  
Billing Date: 12/07/20  
  
DUE DATE: **12/26/20**

## METER ACTIVITY

Meter	Previous	Current	Usage
WTR	1080876	1193278	112402
WTR	1006782	1083259	76477

## CURRENT CHARGES

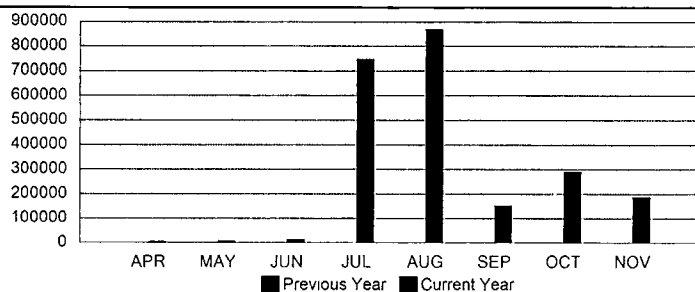
Description	Amount
WATER	3,266.86
STATE FEE	16.33
<b>CURRENT CHARGES DUE 12/26/2020</b>	<b>3,283.19</b>

## ACCOUNT SUMMARY

Last Bill Amount:	4,071.29
Payments:	-4,071.29
Adjustments:	0.00
Penalties:	0.00
<b>BALANCE FORWARD:</b>	<b>0.00</b>

**TOTAL AMOUNT DUE:** **3,283.19**  
Total Due If Paid After 12/26/2020: **3,447.35**

## WATER USAGE HISTORY (in 1000 gallons)



## PAYMENT COUPON

RETURN THIS STUB WITH YOUR PAYMENT MADE PAYABLE TO ROCKETT SPECIAL UTILITY DISTRICT



Account Number: **12-0186-00**  
Account Name: Compass Datacenters, LLC  
Service Address: 300 Houston School Rd

Due Date: 12/26/20  
Total Amount Due Now: **\$3,283.19**  
Total Due If Paid After 12/26/2020: **\$3,447.35**

## CHANGE OF ADDRESS

FIRST NAME		LAST NAME	
STREET ADDRESS		APT/STE	
CITY	STATE	ZIP	

AMOUNT ENCLOSED \$  .

Please write account number on check and mail payment to:

ROCKETT SPECIAL UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

120186000003283190003447355



ROCKETT SPECIAL  
UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

## ATTACHMENT H-2

Compass Datacenters, LLC  
Tina Eaton  
14555 N Dallas Parkway  
Ste 125  
Dallas, TX 75254

**Business Hours:** Mon - Fri, 7:30 AM - 4:30 PM

**Customer Service:** 972-617-3524, customerservice@rockettwater.com

**E-Bill:** To receive your monthly utility bill by email, visit our website or contact customer service

**Website:** [www.rockettwater.com](http://www.rockettwater.com)

For more information about the district including information about the district's board and board meetings, please visit [www.rockettwater.com](http://www.rockettwater.com)

### PAYMENT METHODS

**Pay Online:** To pay online using your Visa, Discover or MasterCard visit [www.rockettwater.com](http://www.rockettwater.com)

**Pay by Phone:** (Credit or Debit Card) 1-866-302-2748

**In Person:** Cash, Check, Money Order, Visa, MasterCard or Discover.

Night drop box also available outside drive through window

**Auto Draft:** Visit [www.rockettwater.com](http://www.rockettwater.com) or contact customer service to sign up for automated bank or credit card draft.

**Mail:** Send payment to PO Box 40, Red Oak, TX 75154-0040

### SPECIAL MESSAGE

There will be a rate change as of January 1, 2021. Please visit [www.rockettwater.com](http://www.rockettwater.com) for more details

You can now make online payments with no additional processing fees. Connect to [eyeonwater.com](http://eyeonwater.com) to set up leak alerts. This is a free service for our customers.

### ACCOUNT INFORMATION

Account Number: **12-0187-00**  
Account Name: Compass Datacenters, LLC  
Service Address: 300 Houston School Rd IRRIG  
Last Payment: 11/16/20  
Service Period: 10/29/20 to 11/25/20  
Billing Date: 12/07/20  
**DUE DATE: 12/26/20**

### METER ACTIVITY

Meter	Previous	Current	Usage
WTR	2089347	2167757	78410

### CURRENT CHARGES

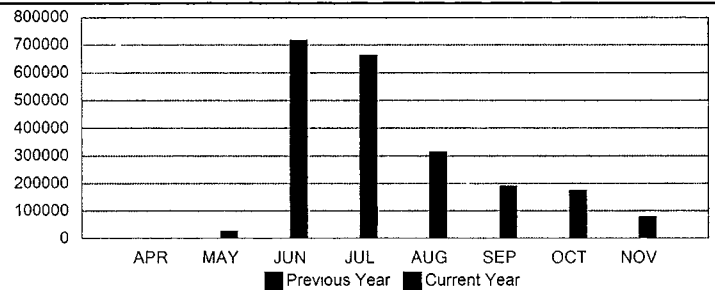
Description	Amount
WATER	678.78
STATE FEE	3.39
<b>CURRENT CHARGES DUE 12/26/2020</b>	<b>682.17</b>

### ACCOUNT SUMMARY

Last Bill Amount:	1,372.48
Payments:	-1,372.48
Adjustments:	0.00
Penalties:	0.00
<b>BALANCE FORWARD:</b>	<b>0.00</b>

**TOTAL AMOUNT DUE: 682.17**  
Total Due If Paid After 12/26/2020 716.28

### WATER USAGE HISTORY (in 1000 gallons)



### PAYMENT COUPON

RETURN THIS STUB WITH YOUR PAYMENT MADE PAYABLE TO ROCKETT SPECIAL UTILITY DISTRICT



Account Number: **12-0187-00**  
Account Name: Compass Datacenters, LLC  
Service Address: 300 Houston School Rd IRRIG

Due Date: 12/26/20  
Total Amount Due Now: **\$682.17**  
Total Due If Paid After 12/26/2020: **\$716.28**

### CHANGE OF ADDRESS

FIRST NAME			LAST NAME		
STREET ADDRESS					APT/STE
CITY		STATE		ZIP	

AMOUNT ENCLOSED \$

	.	
--	---	--

Please write account number on check and mail payment to:



ROCKETT SPECIAL UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

120187000000682170000716283



ROCKETT SPECIAL  
UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

### ATTACHMENT H-3

Compass Datacenters, LLC  
14555 N Dallas Parkway  
Ste 125  
Dallas, TX 75254

**Business Hours:** Mon - Fri, 7:30 AM - 4:30 PM

**Customer Service:** 972-617-3524, customerservice@rockettwater.com

**E-Bill:** To receive your monthly utility bill by email, visit our website or contact customer service.

**Website:** [www.rockettwater.com](http://www.rockettwater.com)

For more information about the district including information about the district's board and board meetings, please visit [www.rockettwater.com](http://www.rockettwater.com)

### PAYMENT METHODS

**Pay Online:** To pay online using your Visa, Discover or MasterCard visit [www.rockettwater.com](http://www.rockettwater.com).

**Pay by Phone:** (Credit or Debit Card) 1-866-302-2748

**In Person:** Cash, Check, Money Order, Visa, MasterCard or Discover.

Night drop box also available outside drive through window

**Auto Draft:** Visit [www.rockettwater.com](http://www.rockettwater.com) or contact customer service to sign up for automated bank or credit card draft

**Mail:** Send payment to PO Box 40, Red Oak, TX 75154-0040

### SPECIAL MESSAGE

There will be a rate change as of January 1, 2021. Please visit [www.rockettwater.com](http://www.rockettwater.com) for more details.

Connect to eye on water to set-up leak alerts. This is a free service for our customers. Visit [www.eyeonwater.com](http://www.eyeonwater.com).

### ACCOUNT INFORMATION

Account Number **94-0198-00**  
Account Name: Compass Datacenters, LLC  
Service Address: 300 Houston School Rd  
Last Payment: 12/15/20  
Service Period: 10/27/20 to 11/23/20  
Billing Date: 12/01/20  
**DUE DATE:** 12/16/20

### METER ACTIVITY

Meter	Previous	Current	Usage
WTR	280803	280803	0

### CURRENT CHARGES

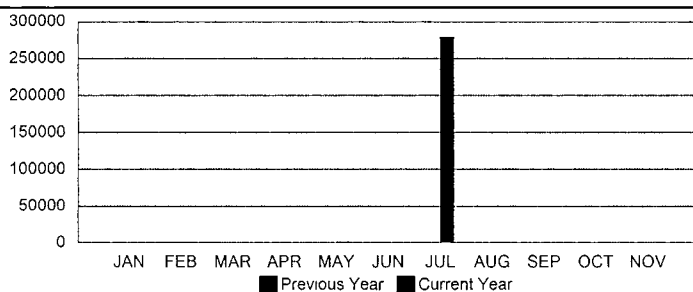
Description	Amount
WATER	200.00
STATE FEE	1.00
<b>CURRENT CHARGES DUE 12/16/2020</b>	<b>201.00</b>

### ACCOUNT SUMMARY

Last Bill Amount:	211.05
Payments	-211.05
Adjustments:	0.00
Penalties:	0.00
<b>BALANCE FORWARD:</b>	<b>0.00</b>

<b>TOTAL AMOUNT DUE:</b>	<b>201.00</b>
Total Due If Paid After 12/16/2020	211.05

### WATER USAGE HISTORY (in 1000 gallons)



### PAYMENT COUPON

RETURN THIS STUB WITH YOUR PAYMENT MADE PAYABLE TO ROCKETT SPECIAL UTILITY DISTRICT



Account Number  
Account Name  
Service Address

**94-0198-00**  
Compass Datacenters, LLC  
300 Houston School Rd

Due Date 12/16/20  
**Total Amount Due Now \$201.00**  
Total Due If Paid After 12/16/2020: \$211.05

### CHANGE OF ADDRESS

FIRST NAME			LAST NAME		
STREET ADDRESS					APT/STE
CITY		STATE		ZIP	

AMOUNT ENCLOSED \$  .

Please write account number on check and mail payment to

ROCKETT SPECIAL UTILITY DISTRICT  
PO Box 40  
Red Oak, TX 75154

940198000000201000000211053

## **ATTACHMENT I**



ROCKETT S.U.D.

REC#: 02475499 3/18/2020 8:38 AM  
OPER: JLD TERM: 010  
REF#: 8118

TRAN: 8.0000 HYDRAULIC ANALYSIS  
COMPASS DATACENTERS LLC  
NSA- HYDRAULIC STUDY  
100-3021  
HYDRAULIC ANALYSIS 3,000.00CR

TRAN: 6.1000 CONNECTION FEE  
12-0186-00 COMPASS DATACENTERS, LLC  
AMOUNT 17,550.00

TRAN: 6.1000 CONNECTION FEE  
12-0187-00 COMPASS DATACENTERS, LLC  
AMOUNT 3,452.62

TRAN: 7.1100 CSI INSPECTION-COMM  
12-0186-00 COMPASS DATACENTERS, LLC  
AMOUNT 100.00

TRAN: 2.0000 SECURITY DEPOSIT  
12-0186-00 COMPASS DATACENTERS, LLC  
UTILITY DEPOSIT 100.00

TRAN: 2.0000 SECURITY DEPOSIT  
12-0187-00 COMPASS DATACENTERS, LLC  
UTILITY DEPOSIT 100.00

TENDERED: 24,302.62 CHECK  
APPLIED: 24,302.62-

80

CHANGE: 0.00

## **ATTACHMENT J**

AFTER RECORDING RETURN TO:  
Whitman Land Group  
1251 Pin Oak Road, Suite 131  
Katy, TX 77494

**"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER:**

Tract No. 71

**ROCKETT SPECIAL UTILITY DISTRICT  
WATERLINE EASEMENT**

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF ELLIS	§	

That, **COMPASS DATACENTERS DFW III, LLC**, ("Grantor"), for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, have granted, and by these presents do grant to **ROCKETT SPECIAL UTILITY DISTRICT** ("Grantee") of Ellis County, Texas, a permanent, exclusive and perpetual easement for the purpose of installing, repairing, maintaining, altering, replacing, relocating, and operating a water line and appurtenances thereto in, into, upon, over, across and under that land in Ellis County, Texas, described as follows, to-wit:

The permanent easement herein granted shall be limited to a strip of land twenty (20) feet in width across and on tract of land described in Exhibit "A" attached hereto (the "Property"), said permanent easement being further described in Exhibit "B" and shown on Exhibit "C" attached hereto (the "Easement"). Grantee shall have the right to use as temporary construction easements as much of the property as may be reasonably necessary for Grantee's for Grantee's installation, repairing, maintaining, altering, replacing, or relocating of said water line.

Grantor, as owner of the Property, reserves the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use of or enjoyment of

the easement by Grantee for the easement purposes stated herein including pasturage and agricultural uses, and to construct and maintain private driveways and roads, fences, landscaping, sidewalks, and drainage. No building, structure or reservoir upon, over, or across the waterline will be constructed without the Grantee's prior written consent.

After initial construction or after any subsequent operation to the waterline, Grantee agrees to return the construction area including fences and driveways to as nearly as practical the same condition that existed prior to construction.

Grantor covenants and agrees that the District shall have the right to excavate and fill upon Easement and to remove from said the Easement, any fences, building or other obstructions as may now or hereafter be found upon the Easement that in the District's sole discretion will or does interfere with the District's operations within the Easement.

**TO HAVE AND TO HOLD** the above-described Easement forever and the above described temporary construction easement for the period stated above, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the District, its successors and assigns; and I/We do hereby bind ourselves, our heirs and assigns, to warrant and to forever defend all and singular the premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

EXECUTED this the 12 day of MAY, 2020.

**GRANTOR:**

**COMPASS DATACENTERS DFW III, LLC**  
a Delaware limited liability company

By: [Signature]

Name: ADIL ATLASSEY

Title: Chief Technology Officer

**ACKNOWLEDGMENT**

STATE OF TEXAS

§  
§  
§

COUNTY OF ELLIS

BEFORE ME, the undersigned authority in and for said County, on this day personally appeared Adil Ahlasy, CTO of Compass Datacenters DFW III, LLC, a Delaware limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12<sup>th</sup> day of May, 2020.

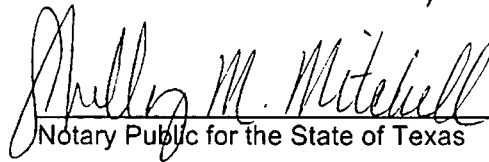
  
Notary Public for the State of Texas

Exhibit "A"  
Description of the Property

Being a tract of land located in the Alfred J. Parks Survey, Abstract No. 850, City of Red Oak, Ellis County, Texas, said tract being a portion of the same tracts described as Tract 1 in the deed to Compass Datacenters DFWIII, LLC, recorded under Instrument No. 1933739, Official Public Records, Ellis County, Texas, and being a portion of the same tract described in the deed to Compass Datacenters DFW III, LLC, recorded under Instrument No. 1933740, Official Public Records, Ellis County, Texas.

# JPH Land Surveying, Inc.

Dallas-Fort Worth ★ Austin ★ Abilene

EXHIBIT " \_\_\_\_ "  
TRACT DESCRIPTION  
(Page 1 of 3)



**BEING** a 41,568 square feet tract of land located in the Alfred J. Parks Survey, Abstract No. 850, City of Red Oak, Ellis County, Texas, said tract being a portion of the same tracts described as Tract 1 in the deed to Compass Datacenters DFW III, LLC, recorded under Instrument Number 1933739, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.), and being a portion of the same tract described in the deed to Compass Datacenters DFW III, LLC, recorded under Instrument Number 1933740, O.P.R.E.C.T.; the subject tract is more particularly described as follows:

**BEGINNING** at the most westerly northwest property corner of the said Compass Datacenters tract (INST.# 1933739), same being a point on an east lot line of Lot 1, Block A, Project Cardinal - Phase I, an addition in the City of Red Oak, Ellis County, Texas according to the plat thereof recorded under Instrument Number 1936526, O.P.R.E.C.T. (same being a R.O.W. dedication, per said plat), said point of beginning being the south corner of a tract described as Tract 1 in the deed to James Murray Scott, recorded under Instrument Number 1933741, O.P.R.E.C.T.:

**THENCE** NORTH 60° 04' 50" EAST, departing the said R.O.W. dedication line, with the northwest property line of the said Compass Datacenters tract (INST.# 1933739) and with the southeast property line of the said James Murray Scott tract, a distance of 22.89 feet;

**THENCE** SOUTH 00° 50' 08" EAST, departing the said Compass Datacenters tract (INST.# 1933739) tract, and the said James Murray Scott property line, over and across the said Compass Datacenters tracts (INST.# 1933739 & INST.# 1933740), with a line that is 20 feet east of and parallel with the said R.O.W. dedication line, a distance of 2,083.95 feet to a point on a south property line of the said Compass Datacenters tract (INST.# 1933739), same being a point on the

Dallas-Fort Worth  
785 Lonesome Dove Trail  
Hurst, Texas 76054  
(817)431-4971  
Firm #10019500

Austin  
1516 E. Palm Valley Blvd., A4  
Round Rock, Texas 78664  
(512)778-5688  
Firm #10194073

Abilene  
500 Chestnut Street, Suite 702  
Abilene, Texas 79602  
(325)672-7420  
Firm #10193867

WWW.JPHLANDSURVEYING.COM

north lot line of said Lot 1, from said point a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the most easterly northeast lot corner of said Lot 1 bears NORTH 89° 09' 52" EAST, 496.68 feet;

THENCE SOUTH 89° 09' 52" WEST, with the said property line and the said lot line, a distance of 20.00 feet to a 1/2 inch capped rebar stamped "JPH Land Surveying" set at the southwest property corner of the said Compass Datacenters tract (INST.# 1933739) and being on the said R.O.W. dedication line;

THENCE NORTH 00° 50' 08" WEST, with the west property line of the said Compass Datacenters tract (INST.# 1933739) and with the said R.O.W. dedication line, a distance of 2,072.82 feet returning to the **POINT OF BEGINNING** and enclosing 0.954 acres (±41,568 square feet).

Jose B. Najarro III  
Registered Professional  
Land Surveyor No. 6736  
[jose@jphls.com](mailto:jose@jphls.com)  
January 23, 2020  
Job No. 2019.103.001



---

**Dallas-Fort Worth**  
785 Lonesome Dove Trail  
Hurst, Texas 76054  
(817)431-4971  
Firm #10019500

**Austin**  
1516 E. Palm Valley Blvd., A4  
Round Rock, Texas 78664  
(512)778-5688  
Firm #10194073

**Abilene**  
500 Chestnut Street, Suite 702  
Abilene, Texas 79602  
(325)672-7420  
Firm #10193867

WWW.JPHLANDSURVEYING.COM



# EXHIBIT " " "

PAGE 3 OF 3

## MONUMENTS / BEARING BASIS

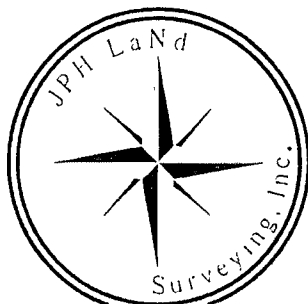
- CRS ○ 1/2" rebar stamped "JPH Land Surveying" set  
MNS ○ Mag nail & washer stamped "JPH Land Surveying" set  
**Monuments are found if not marked MNS or CRS.**  
Bearings are based on Grid North, Texas Coordinate System of 1983, North Central Zone

## LEGEND OF ABBREVIATIONS

O.P.R.E.C.T. Official Public Records of Ellis County, Texas  
POB Point of Beginning

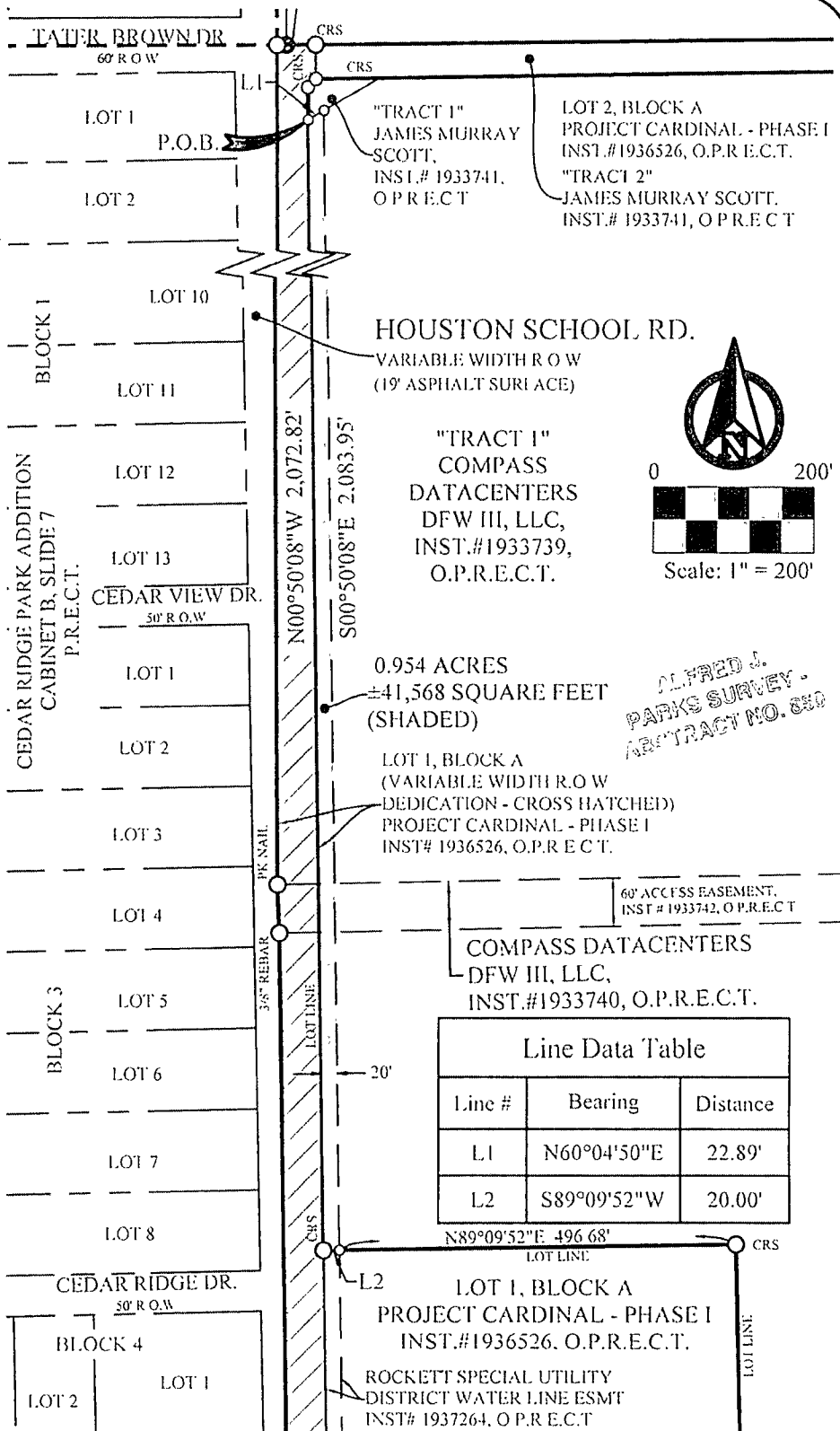


Jose B. Najarro III  
Registered Professional  
Land Surveyor No. 6736  
jose@jphls.com  
December 19, 2019  
Revised - January 23, 2020



JPH Job No.

2019.103.001 Houston School Rd., Red Oak, Ellis Co., TX - EASEMENT\_1.dwg  
© 2020 JPH Land Surveying, Inc. - All Rights Reserved  
785 Lonesome Dove Trail, Hurst, Texas 76054  
Telephone (817) 431-4971 www.jphlandsurveying.com  
TBPLS Firm #10019500 #10194073 #10193867  
DFW | Austin | Abilene



**EXHIBIT SHOWING**  
**±41,568 SQUARE FEET**  
SITUATED IN THE  
**ALFRED J. PARKS SURVEY,**  
**ABSTRACT NO. 850**  
CITY OF RED OAK, ELLIS COUNTY, TEXAS