



Filing Receipt

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JOINT PETITION BY BLACKLAND WATER	§	
SUPPLY CORPORATION AND THE CITY OF	§	BEFORE THE
ROCKWALL, TEXAS REQUESTING	§	
APPROVAL OF CONTRACTS PURSUANT TO	§	PUBLIC UTILITY COMMISSION
TEXAS WATER CODE § 13.248 AND	§	
AMENDMENT OF SERVICE AREA	§	OF TEXAS
PURSUANT TO § 13.254(a)	§	

**FIRST AMENDED JOINT PETITION OF THE CITY OF ROCKWALL AND BLACKLAND WATER
SUPPLY CORPORATION TO AMEND A CERTIFICATE OF CONVENIENCE AND NECESSITY UNDER
TEXAS WATER CODE § 13.255 AND TO DECERTIFY A PORTION OF BLACKLAND WSC'S
SERVICE AREA UNDER TEXAS WATER CODE § 13.254(A)**

TO THE HONORABLE PUBLIC UTILITY COMMISSION OF TEXAS:

COME NOW Petitioners herein, Blackland Water Supply Corporation (Blackland) and the City of Rockwall, Texas (City), jointly requesting amendment of Blackland's retail water service area under Certificate of Convenience and Necessity (CCN) No. 11305, pursuant to TWC § 13.255(a),¹ and further requesting amendment and removal of a portion of Blackland's retail water service area, pursuant to TWC § 13.254(a).² Consistent with Order No. 2,³ Petitioners timely file this amended application clarifying the bases for the relief requested. In support thereof, Petitioners would show the following:

I. Parties

Petitioner Blackland is a member-owned, member-controlled water supply corporation providing retail water service pursuant to water utility CCN number 11305. Petitioner, the City of Rockwall, Texas, is a municipality within Rockwall County providing retail water and wastewater service inside the City's corporate limits and does not hold, is not required to hold, nor does it want to hold, a water or wastewater CCN. Each is a "retail public utility" under TWC § 13.002(19).

¹ TWC § 13.255(a) (providing, in part, "the municipality and a retail public utility that provides water or sewer service to all or part of the area pursuant to a certificate of convenience and necessity may agree in writing that all or part of the area may be served by a municipally owned utility").

² TWC § 13.254(a) (providing, in part, that Commission may amend service area "with the written consent of the certificate holder," among other conditions).

³ The Petitioners' deadline for re-filing its application was established in Order No. 2 (Dec. 14, 2021) and was extended to January 21, 2022 in Order No. 3 (Jan. 14, 2022).

II. Request to Restyle the Docket

The Original Petition in this proceeding was filed on September 10, 2021. Based upon discussions, filings and orders to-date and subject to the presiding officer's determination as to whether severance may be appropriate under 16 Tex. Admin. Code [TAC] § 22.34(b), Petitioners believe and request that the proceeding should be re-styled in the manner suggested by Commission Staff,⁴ to wit, as *Joint Petition of the City of Rockwall and Blackland Water Supply Corporation to Amend a Certificate of Convenience and Necessity Under Texas Water Code § 13.255 and to Decertify a Portion of Blackland WSC's Service Area Under Texas Water Code § 13.254(a) in Rockwall County*. This would clarify the purposes of the proceeding.

III. Background

The City and Blackland are jointly requesting Commission assistance in this petition, incorporating the following as facts supporting each request for relief presented below.

- A. Attached as **Exhibit "A"** is a map showing the boundaries of Blackland's CCN, as depicted on the Commission's CCN Viewer, in relation to the City's current city limits, as well as the location and boundaries of the areas ceded by Blackland within Rockwall County to the City pursuant to the Service Area Agreements and other agreements described in more detail below.⁵
- B. The City and/or each developer has paid Blackland, and Blackland has accepted, as adequate and just compensation, the monetary compensation and other consideration required under each Service Area Agreement and each other agreement presented. No person has objected to the Service Area Agreements or other agreements, including, but not limited to, the ceding of service area by Blackland or, in some instances, the transfer of infrastructure or customers to the City. With the exception of one customer identified below, the City presently and exclusively provides service in each area made the subject of the Service Area Agreements and other agreements addressed in this docket.

⁴ Commission Staff's Recommendation on Administrative Completeness and Proposed Notice and Addressing Other Procedural Matters at 6-7 (Oct. 11, 2021) (AIS Item No. 4).

⁵ This is the corrected and updated version of Exhibit "A" submitted as part of *Joint Petitioner's Supplemental Response to Commission Staff's Recommendation on Administrative Completeness* filed November 17, 2021. Additional maps are provided herein depicting each area to be decertified based upon the statutory basis asserted.

- C. Despite good faith efforts to locate or confirm whether any of the Service Area Agreements or other agreements had been approved by a regulatory agency with jurisdiction over the water CCN of Blackland, orders approving an agreement or the removal of designated areas from Blackland's retail water service area by the Texas Water Commission (cited in **Exhibit "B-1"**), the Texas Natural Resources Conservation Commission (cited in **Exhibit "B-2"**), the Texas Commission on Environmental Quality (cited in **Exhibit "B-3"**), or the Commission cannot be located, if such orders exist. Recognizing that aspects of these agreements have apparently not been recognized by the Commission or its predecessor agencies and seeking to remedy any deficiencies, Petitioners seek to implement and continue agreements that have otherwise guided the provision of retail water service in the areas affected, but now with requisite Commission approvals.
- D. The areas subject to this Petition are all within the corporate limits of City and are served by the City, no other retail water utility is adversely affected and no retail customers of Blackland would be affected if all relief is granted to Petitioners. The City operates Public Water System (PWS) No. TX1990001, a potable water system regulated by the TCEQ recognized as Superior. There are no outstanding violations or enforcement actions applicable to the City's water system. The City has the financial, managerial, and technical resources to provide, and to continue providing, retail water utility service within the areas ceded by Blackland.
- E. This proceeding, as authorized by the governing board of Blackland and the City's governing body, as demonstrated through the verifications provided by chief administrative officers of each party submitted with the Original Petition, represents the parties' agreement that these matters be brought to the Commission for implementation consistent with applicable provisions of the Texas Water Code.⁶ Amendment of Blackland's CCN would further serve the public interest by confirming

⁶ *C.f.*, TEX. WATER CODE (TWC) § 13.085 (allowing Commission to advise and assist municipalities "in connection with questions and proceeding arising under this chapter" including assistance "in connection with matters pending before the utility commission...").

and clarifying the extent of its CCN. Mapping information consistent with this amended petition has been provided to the Commission.⁷

IV. Request to Amend Blackland's CCN Under Texas Water Code § 13.255

Over the course of several decades Blackland and the City entered into several agreements by which Blackland ceded portions of its service area inside the City's corporate limits to the City and transferred infrastructure and customers to the City (singularly, a "Service Area Agreement" and, collectively, "Service Area Agreements"). Some were apparently processed and retail service area of Blackland was removed, as reflected on the PUC's CCN Viewer. However, much of the area remained within Blackland's CCN. Attached as **Exhibits "B-1," "B-2" and "B-4"** are true and correct copies of each Service Area Agreement between Blackland and the City, which Petitioners would request the Commission to process under TWC § 13.255, which is cited in each agreement. In pertinent part, section 13.255(a) provides that if:

an area is incorporated or annexed by a municipality, ... the municipality and a retail public utility that provides water or sewer service to all or part of the area pursuant to a certificate of convenience and necessity may agree in writing that all or part of the area may be served by a municipally owned utility, by a franchised utility, or by the retail public utility. The agreement may provide for single or dual certification of all or part of the area, for the purchase of facilities or property, and for such other or additional terms that the parties may agree on. The executed agreement shall be filed with the utility commission, and the utility commission, on receipt of the agreement, shall incorporate the terms of the agreement into the respective certificates of convenience and necessity of the parties to the agreement.

Each of the Service Area Agreements is detailed below, followed by the applicable annexation ordinances, mapping information, and Petitioners' assertions regarding applicable notice that may be appropriate.

Service Area Agreements

A. Exhibit "B-1", Water System Purchase Contract (March 6, 1989)

⁷ *C.f.*, Commission Staff's Supplemental Recommendation on Administrative Completeness and Notice (Dec. 10, 2021) (Commission Staff Memorandum) ("Based on the mapping review by Gary Horton, Infrastructure Division, the mapping provided on September 14, 2021 is sufficient. Based on my technical review of the additional information filed by the Petitioners on November 10, 2021 and November 17, 2021, I recommend that the petition be deemed sufficient for filing and found administratively complete....") (AIS Item No. 8).

Citing the legislation that created TWC § 13.255, the “Water System Purchase Contract” of March 6, 1989 (**Exhibit “B-1”**) is the agreement transferring from Blackland “all property, water rights, and appurtenances thereto” within the City limits as of March 1, 1989, to the City, providing for compensation to be paid Blackland. The area included approximately 151.16 acres across two tracts; however, the map attached to this Service Area Agreement has not been located and has apparently become disassociated with the agreement. **Exhibit “C”** is a City reproduction of the city limits which also designates the tracts annexed (referencing to the annexation ordinances for areas distinguished by color, with last two digits of the year followed by the ordinance number), which shows the boundaries as they existed on March 1, 1989. **Exhibit “A”** includes the two tracts that relate to the 1989 Service Area Agreement and is believed to be an accurate depiction of the area made the subject of the 1989 agreement.

A bill of sale included as part of the agreement transferred Blackland facilities that were subject to a "facilities plus 200" CCN at two locations within the City of Rockwall is included as part of the 1989 transaction.⁸ As such, Petitioners would request that the amendments to Blackland’s CCN include removal of the 151.16 acres and also any facilities-plus-200 CCN within the City of Rockwall, west of FM Corporate Xing/FM 3549, as depicted in Figure 1, below, which was generated using the PUC’s CCN Viewer.

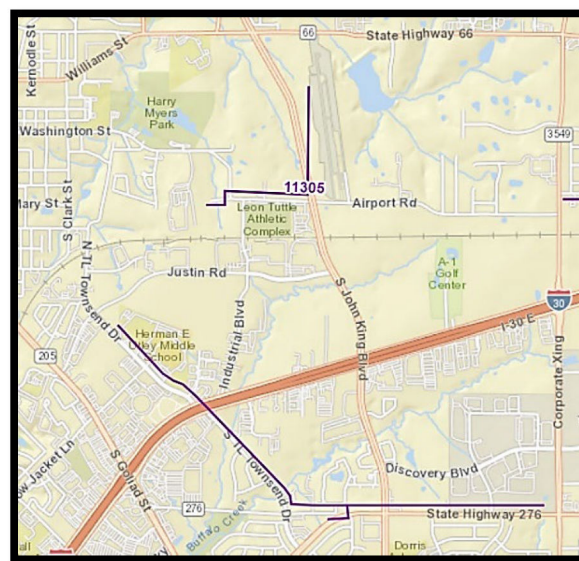


Figure 1. "Facilities plus 200" CCN to Remove

⁸ The bill of sale transferred everything inside the city limits from Blackland, “including without limitation all pipes, valves, pumps, machinery, equipment and other property used in that business; all franchises, easements, rights-of-way, rights and privileges of Blackland....”

The City has continuously provided retail water service in this area and other obligations of the agreement among the parties have been satisfied. No present customers would be affected by the CCN amendment requested, however, Blackland has identified one customer, BigTex Trailer World-Rockwall, at 2260 I-30 East, Rockwall, Texas 75087, located along the periphery of the area transferred, that, to-date, remains a retail water customer of Blackland. The City would consent to a service area exception (or regulatory equivalent) that would allow Blackland to continue to serve this customer based upon the customer's current level of use and facilities in place as of the date of the Original Petition so that no other customers would be affected.

B. Exhibit "B-2", Agreement to Transfer Portions of Retail Water Service Area (Dec. 14, 2007)

The "Agreement to Transfer Portions of Retail Water Service Area (Currington Tract, Loftis Tract, Existing Home Tract, and FM 549 Tract)" of December 14, 2007 (**Exhibit "B-2"**) again cites TWC § 13.255 in the transfer of four tract totaling approximately 499.32 acres located within the City. As depicted on **Exhibit "A"**, while a portion of one of these tracts is outside of the Blackland CCN, the great majority of the area to be transferred remains within Blackland's CCN Viewer.⁹

C. Exhibit "B-4", Agreement to Transfer Portion of Retail Water Service Area and Certain Water Distribution Facilities (July 18, 2012)

The "Agreement to Transfer Portions of Retail Water Service Area and Certain Water Distribution Facilities" of July 18, 2012 (**Exhibit "B-4"**) was implemented fully, except that the PUC's CCN Viewer shows that a 21.51-acre portion of "Area 1" remains within Blackland's CCN, splitting parcels almost in half, as reflected on **Exhibit "A"**. This agreement cites both TWC §§ 13.248 and 13.255 as the basis for the agreement; however, Petitioners request amendment of Blackland's CCN under TWC § 13.255.

Annexation Ordinances Provided

⁹ As noted in Joint Response to Commission Staff's Recommendation on Administrative Completeness and Related Matters (Nov. 10, 2021): "The 'Transfer Area' is defined as 'all of the CCN rights that [Blackland] has within the four (4) tracts of land more specifically identified as Phase VI A, Phase VI B, Phase VI C, and Phase VI D on the attached Exhibit "A", comprising approximately 499.32 acres total....' Commission Staff notes that a portion of the requested area identified as Phase VI-C is, according to the PUC's CCN Viewer, certificated to RCH Water Supply Corporation ('RCH') under CCN No. 10087." Only the specified agreements *between* the petitioners are implicated in this proceeding, i.e., there is no request areas certificated to RCH or other CCN holder. Exhibits to this amended petition do not include the RCH service area and amends the acreage of Blackland included as part of the request.

As noted, **Exhibit “C”** references the City of Rockwall’s annexations that are relevant under a section 13.255(a) application. Petitioners previously submitted¹⁰ Attachment 1, an “Index to Annexation Ordinances” that identifies the various City annexations, by date and ordinance number, as each relates to each of the three Service Area Agreements included in this petition and associated area(s), and **Attachment 2**, true and correct copies of referenced ordinances and constituent tracts that are included in the petition for service area requests under TWC § 13.255(a).¹¹ For ease of reference, these attachments are enclosed as **Exhibits “C-1”** (Attachment 1) and **“C-2”** (Attachment 2). Specified provisions of the foregoing annexation ordinances apply to the Service Area Agreements and support the application of section 13.255.

Mapping Information

Supplemental mapping information related to these Service Area Agreements was previously filed on September 14, 2021 and on November 10 and 17, 2021,¹² but the following is re-submitted with this pleading with regard to the specific relief requested:

- **Exhibit “G”** depicts the specific areas addressed in the Service Area Agreements relative to Blackland’s present CCN boundaries that are subject to Petitioners’ joint request under TWC § 13.255.
- **Exhibit “H”** depicts the areas of Exhibit “G” within the broader area and includes major roadways and railways, city limits, county boundaries, and streams and other bodies of water.

On November 17, 2021, Petitioners likewise submitted shape files associated with its request under section 13.255 as “Map 2 data relates to Exhibit ‘G’,”¹³ which files are specifically identified as:

¹⁰ Joint Response to Commission Staff’s Recommendation on Administrative Completeness and Related Matters (Nov. 10, 2021) (AIS Item No. 7).

¹¹ As noted in Petitioners’ initial submittal: “Only the specific tracts that were annexed and are referenced in each Section 13.255(a) agreement are included. To the extent the Commission Staff or presiding officer wants the entirety of each ordinance, including all attachments that are not germane to this proceeding, the City can certainly provide them.” *Id.*

¹² See Letter of Sept. 14, 2021 (AIS Item No. 2), Joint Petitioners response to Commission Staff’s Recommendation on Administrative Completeness and Related Matters (Nov. 10, 2021) (AIS Item No. 6) and Joint Petitioners Supplemental Response to Commission Staff’s Recommendation on Administrative Completeness (Nov. 17, 2021) (AIS Item No. 7).

¹³ Joint Petitioners Supplemental Response to Commission Staff’s Recommendation on Administrative Completeness (Nov. 17, 2021) (AIS Item No. 7).

- Map2 B3 Dl.cpg
- Map2 B3 Dl.dbf
- Map2__83_Dl.prj
- Map2 B3 Dl.sbn
- Map2 B3 Dl.sbx
- Map2 B3 Dl.shp.
- Map2 B3 Dl.shp.xml
- Map2 B3 Dl.shx

The prior mapping submittals were deemed sufficient¹⁴ and Petitioners incorporate these non-native files by reference.

Notice Not Required

The facts establish that this proceeding is being brought jointly by the two affected service providers and that the affected customers have been receiving service from the City for some time. As such, notice to affected providers would be unnecessary. Petitioners assert that the Commission's standard notice published in the Texas Register for each of its Open Meetings when this case is finally decided would be adequate notice in this case.

Under TWC § 13.255(a), the Petitioners' Service Area Agreements clearly address permissible provisions that should be filed with the Commission, which, upon filing of the agreements, "shall incorporate the terms of the agreement[s] into the respective certificates of convenience and necessity of the parties to the agreement."¹⁵ However, the section refers to a *municipality* and a retail public utility that provides water or sewer service to all or part of the area under a CCN, but nowhere does it *require* the creation of a new CCN where none existed before, as is the case with the City.

Inasmuch as this is a joint petition by the CCN-holder and the City, and Service Area Agreements have been executed and performed, the statutory provisions requiring notice and

¹⁴ Commission Staff's Supplemental Recommendation on Administrative Completeness and Notice (Dec. 10, 2021) at 6 (Commission Staff Memorandum) ("Based on the mapping review by Gary Horton, Infrastructure Division, the mapping provided on September 14, 2021 is sufficient. Based on my technical review of the additional information filed by the Petitioners on November 10, 2021 and November 17, 2021, I recommend that the petition be deemed sufficient for filing and found administratively complete, and that notice should be waived because both entities agree on the amendment and decertification").

¹⁵ See TWC § 13.255(a) ("The agreement *may* provide for single or dual certification of all or part of the area, for the purchase of facilities or property, and for such other or additional terms that the parties may agree on") (emphasis added).

hearing are inapposite here.¹⁶ Likewise, the Petitioners, as parties to the Service Area Agreements determined that the consideration paid was appropriate under the circumstances, rendering the valuation provisions inapplicable.¹⁷

Finally, this proceeding is not a sale-transfer-merger application under TWC § 13.301 or 16 TAC § 24.239 and notice is not governed by that rule. To the extent the Commission concludes that TWC § 13.301 or similar notice requirements might apply, Petitioners assert that good cause exists for the Commission to waive public notice, e.g., under section 13.301(a)(2), because continuous and adequate service has been provided by the City to the areas in question and such direct notice of this case would cause unnecessary confusion.¹⁸

V. Request to Amend Blackland's CCN Under Texas Water Code § 13.254(a)

Petitioners bring two other agreements that do not cite TWC § 13.255 as a basis for the parties' agreements. However, these agreements pertain to areas that were located within the City's corporate limits at the time of the agreement and might be processed under TWC § 13.255. In the alternative, as suggested by Petitioners in the Original Petition and by Commission Staff in its filings, Petitioners submit that the following two agreements be processed as an unopposed decertification of Blackland's CCN as to the specific areas therein described under TWC § 13.254(a), which provides, in part, that the Commission may, after notice and hearing, "revoke or amend any certificate of public convenience and necessity with the written consent of the certificate holder...." As noted, Blackland has clearly expressed its written consent in the underlying agreements and in the jointly filed petition.

Other Agreements

First, attached as **Exhibit "B-3"**, is a Mediated Settlement Agreement dated May 24, 2005, in TCEQ Docket No. 2004-1736-UCR, *Application by City of Rockwall to Decertify a Portion of CCN No. 11305 from Blackland Water Supply Corporation in Rockwall County; Application no. 3644-C*. This agreement resolved all issues related to Blackland's decertification of four tracts

¹⁶ *Id.* § 13.255(b) (addressing where no agreement is made, requiring municipality to request certification to serve area).

¹⁷ TWC § 13.255(b)-(m).

¹⁸ While not binding upon the Commission or controlling upon Staff, Petitioners note that Commission Staff concurred in its October 11, 2021 recommendation on administrative completeness and proposed notice.

totaling approximately 857 acres, each of which was fully within the city limits of Rockwall,¹⁹ without transfer of any water lines, facilities or other property of Blackland, and without transferring Blackland's then-existing customers along the west side of Amada Road and Jowers Tire Service. As noted previously, no final order has been located but the parties re-assert that the conditions have been fulfilled and that the agreement should be fully implemented.

Second, in addition to the foregoing, additional agreements have been made between Blackland and developers located within the city limits of the City in areas that involved no then-existing customers. One such "developer agreement" that does not appear to have resulted in removal of the Blackland CCN area, at least according to the PUC's CCN Viewer, follows: the "Agreement Concerning Retail Water Utility Service Areas (Airport Road)" of September 26, 2016 (**Exhibit "D-1"**) between Blackland and Ridgecrest SF, Ltd., for release of 29.541 acres²⁰ within the City that had no customers in the area being released.²¹

To the extent a developer agreement has not previously been processed and service area released by the Commission, the Petitioners request that Blackland's service area be amended to remove the subject acreage under TWC § 13.254(a), based upon Blackland's written consent as expressed in such agreements and in this joint petition. Blackland has never provided retail water service in these areas and has allowed the City to provide service without amendment of the certificate.

Mapping Information

¹⁹ All annexations pre-date this agreement. As noted by cross-referencing Exhibit C to this petition, Tract 1 (289.42 acres) implicates annexation ordinances in 1985 (No. 85-69 (portion)), 1986 (No. 86-7, parcel 7), 1997 (No. 97-14, portion of parcel 1), and 1998 (No. 98-20, portion of parcel 10). Tract 2 totals 469.07 acres and involves different parcels of the 1997 and 1998 annexations, No. 97-14 (parcel 2) and No. 98-20 (portion of parcel 10). The 82.38 acres included as Tract 3 are part of two annexations, Nos. 86-37 (parcel 7) and 97-14 (portion of parcel 1). Tract 4 is 31.38 acres which were annexed in ordinances previously referenced, Nos. 85-69 (portion), 97-14 (parcel 3), and 98-20 (parcel 11).

²⁰ Acreage for this agreement is specified with the "Legal Description" on the last page of Exhibit "D-1".

²¹ Exhibit "C" confirms the document's assertion that it is within the Rockwall city limits. It was annexed in Ordinance No. 98-10, parcel 9. While it was not signed by the City, this petition expresses the parties' intent such that the Commission might process this under TWC § 13.255(a). *See* Exhibit "D-1" at 1 (fourth recital states "the Developer and [Blackland] wish to enter into a binding agreement governing the specific retail water utility service areas described herein, and *as allowed by Texas Water Code Section 13.255*") (brackets and italics added).

As noted previously, supplemental mapping information was previously filed.²² The following is re-submitted with this pleading in support of the relief requested under section 13.254(a):

- **Exhibit “E”** depicts the specific areas addressed in the **Exhibits “B-3”** and **“D-1”** relative to Blackland’s present CCN boundaries that are subject to Petitioners’ joint request under TWC § 13.254(a).
- **Exhibit “F”** depicts the areas of **Exhibit “E”** within the broader area and includes major roadways and railways, city limits, county boundaries, and streams and other bodies of water.

On November 17, 2021, Petitioners likewise submitted shape files associated with its request under section 13.254(a) for review as “Map 2 data relates to **Exhibit ‘E’**,”²³ which files are specifically identified as:

- Map1 B1 B2 B4 Fac200.cpg
- Map1 B1 B2 B4 Fac200.dbf
- Map1 B1 B2 B4 Fac200.prj
- Map1 B1 B2 B4 Fac200.sbn
- Map1 B1 B2 B4 Fac200.sbx
- Map1 B1 B2 B4 Fac200.shp
- Map1 B1 B2 B4 Fac200.shp.xml
- Map1 B1 B2 B4 Fac200.shx

The prior mapping submittals were deemed sufficient²⁴ and Petitioners incorporate these non-native files by reference as if re-submitted herein.

Notice

To the extent the Commission might process these two agreements under TWC § 13.255 (as the Service Area Agreements are requested to be handled), Petitioners assert that no specific notice may be required and, if deemed to be required, good cause exists to waive notice requirements. Similarly, if processed under TWC § 13.254(a), because retail water service has

²² See note 12 and accompanying text.

²³ *Id.*

²⁴ Commission Staff’s Supplemental Recommendation on Administrative Completeness and Notice (Dec. 10, 2021) at 6 (Commission Staff Memorandum) (“Based on the mapping review by Gary Horton, Infrastructure Division, the mapping provided on September 14, 2021 is sufficient. Based on my technical review of the additional information filed by the Petitioners on November 10, 2021 and November 17, 2021, I recommend that the petition be deemed sufficient for filing and found administratively complete, and that notice should be waived because both entities agree on the amendment and decertification”).

been continuously and adequately provided by the City in the areas subject to these agreements, no customers would be affected by this proceeding, which would support waiver of any notice requirements, or minimizing any notice requirements to the extent permissible so as to avoid confusion. Petitioners are open to providing such notice as may be deemed appropriate by the Commission in order to resolve issues raised.

VI. Request for Informal Disposition

The facts presented support an informal disposition and the application of flexibility as to any determinations regarding applicable notice that may be required.²⁵ Pursuant to TWC § 13.015 and 16 TAC § 22.35, Petitioners request informal disposition for this petition without a hearing as all requirements for same are met. Upon determination of any notice requirements applicable to this proceeding, if any, any Commission decision will not be averse to any party because this is a joint petition supported by the parties to the agreements presented. As such, no hearing will be necessary and informal disposition is appropriate.

VII. Conclusion

Wherefore, premises considered, Petitioners, Blackland Water Supply Corporation and the City of Rockwall, Texas request the Commission to:

1. Take jurisdiction;
2. Determine that this Petition satisfies applicable requirements;
3. After such notice, if any, and hearing, if any, as may be required by law, approve the Service Area Agreements under TWC § 13.255 and find that amendment of Blackland's CCN No. 11305 is also warranted under TWC § 13.254(a) as to the other agreements, and, under either basis, amend Blackland's CCN No. 11305 by removing the territory described or shown in each of the agreements as depicted in exhibits presented herein, subject only to the minor service area exception stipulated;
4. Modify the PUC's water CCN maps for Blackland's CCN; and
5. Grant such other and further relief to which Petitioners may be justly entitled.

²⁵ TWC § 13.015 ("A proceeding involving a retail public utility as defined by Section 13.002 of this code may be an informal proceeding, except that the proceeding is subject to the public notice requirements of this chapter and the rules and orders of the regulatory authority involved").

Respectfully submitted,

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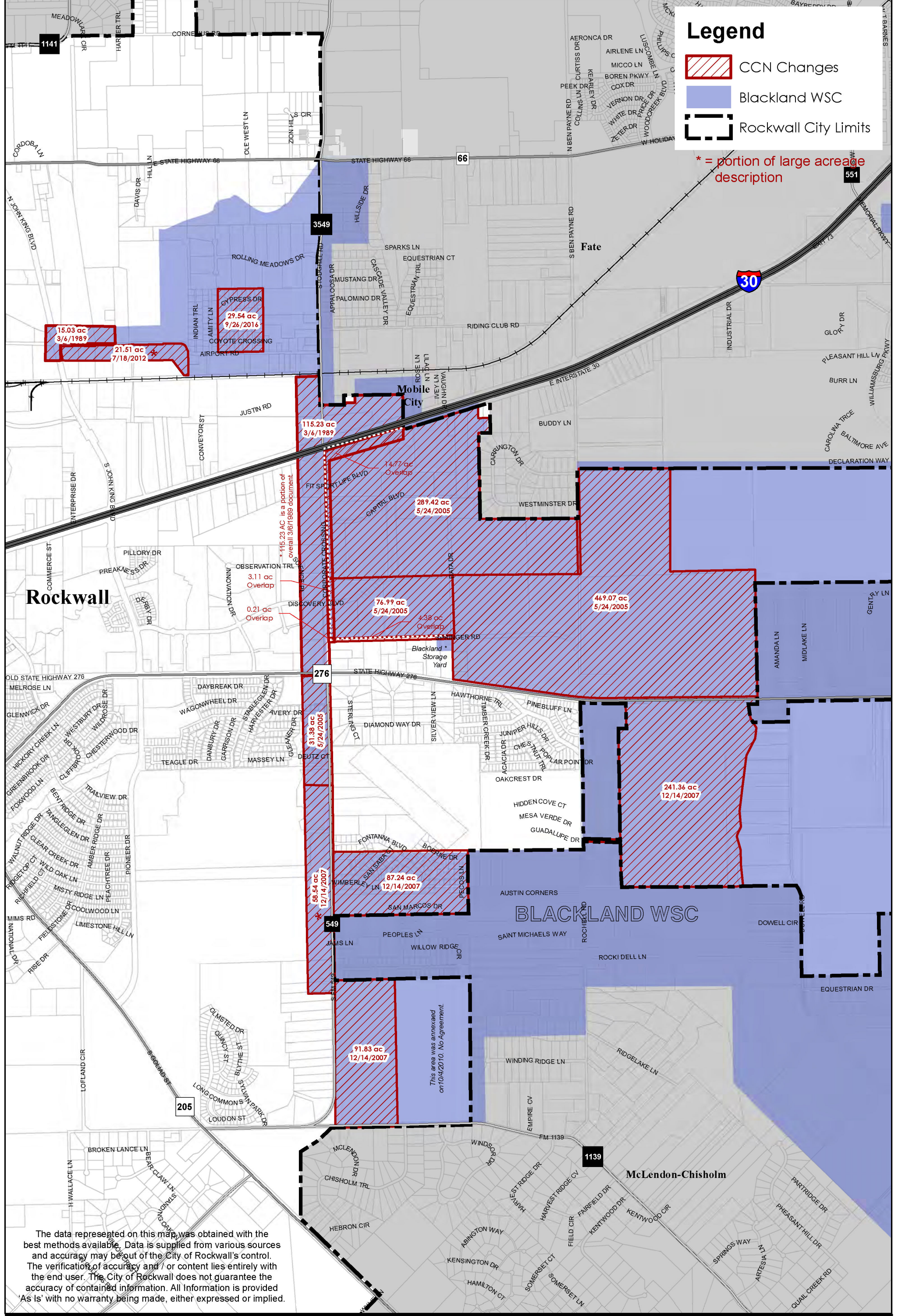
Attorneys for City of Rockwall

CERTIFICATE OF SERVICE

I hereby certify that a true copy of this document was served on the parties of record in this proceeding by e-mail on the 21st day of January 2022.


Paul M. González

EXHIBIT "A"



Legend

CCN Changes

Blackland WSC

Rockwall City Limits

* = portion of large acreage description

Rockwall

Mobile City

Fate

McLendon-Chisholm

BLACKLAND WSC

The data represented on this map was obtained with the best methods available. Data is supplied from various sources and accuracy may be out of the City of Rockwall's control. The verification of accuracy and / or content lies entirely with the end user. The City of Rockwall does not guarantee the accuracy of contained information. All information is provided 'As Is' with no warranty being made, either expressed or implied.



City of
Rockwall



0 0.25 0.5 Miles
Date: 11/9/2021

EXHIBIT A

EXHIBIT “B-1”

STATE OF TEXAS

COUNTY OF ROCKWALL

)(
)(
)(
)

WATER SYSTEM PURCHASE CONTRACT

This Agreement is entered into on the 6th day of March, 1989, by and between the Blackland Water Supply Corporation, a non-profit corporation organized pursuant to Article 1434a, Vernon's Annotated Texas Statutes (V.A.T.S.), hereinafter called "Blackland" and the City of Rockwall, Texas, a municipal corporation organized pursuant to Article 11, Section 5, of the Constitution of the State of Texas, hereinafter called "City":

W I T N E S S E T H

WHEREAS, a portion of the Blackland's Water Supply system is located within the city limits of the City of Rockwall, Rockwall County, Texas; and

WHEREAS, the City of Rockwall, Texas, owns and operates its water distribution system within the city limits; and

WHEREAS, in 1985 and 1986 the City annexed territory which included water supply facilities operated by Blackland and, in connection therewith the City, with Blackland's consent and agreement, took over the operation of said facilities with the understanding that compensation therefor would be agreed upon and paid at a later date,

WHEREAS, the City and Blackland now desire to formalize their agreement for the sale of that portion of Blackland's system which is located within the city limits of the City, the "System", in accordance with House Bill 2035 duly passed by the 70th Session of the Texas Legislature which allows for application by the City for single certification of said area in absence of an agreement; and

WHEREAS, both parties hereto deem the public interest to be best served by agreement on the sale of the System by Blackland to the City as more particularly hereinafter described;

NOW, THEREFORE, the parties hereby agree as follows:

1. That the above recitals are hereby agreed to by the parties as being true and correct and incorporated herein.

2. That Blackland hereby agrees to sell to the City all property, water rights, and appurtenances thereto of Blackland which are owned or used by Blackland in connection with the System, as more particularly described by the attached hereto Exhibit "A". Such water rights shall include but not necessarily be limited to the business of supplying water to users, if any, within the area described in Exhibit "A", all pipes, valves, pumps, machinery, equipment and other property used in that business; all franchises, easements, rights-of-way, rights and privileges of Blackland in connection with that business; and all contract rights, claims and options of Blackland in connection with the business. Blackland further agrees that all such water rights are turned over to City as of December 3, 1985, and that it hereby releases and discharges the City from any and all liability, claims or causes of

action in connection with the operation of the System since that date and the proceeds and profits therefrom. Blackland further agrees that it has no claim against the City for any water, sales or customer additions that occurred between that date and the date of this contract.

3. That the purchase price to be paid by the City to Blackland for the water rights and appurtenances thereto listed above for the area described in Exhibit "A", shall be \$90,543.00. Blackland acknowledges that it owes to the City the sum of \$30,158.00. Accordingly, the purchase price will be paid by (1) a cash payment in the amount of \$60,385.00, and (2) the City's release of Blackland's indebtedness to the City in the amount of \$30,158.00.

4. Blackland agrees to execute and deliver to the City all deeds, assignments, bills of sale and other documents and instruments which the City deems necessary or appropriate to transfer title to the City of all elements of the System, free and clear of liens and encumbrances.

5. The parties hereto recognize that a substantial portion of Blackland's water system has been financed through the Farmer's Home administration and that Blackland agrees to seek and obtain approval of this sale from F.M.H.A. and a release of all liens and encumbrances in favor of F.M.H.A. which are secured by the System and to incur any costs associated with obtaining such approval and release.

6. The parties hereto agree that upon consummation of the sale, the area as described shall become a part of Rockwall's municipal water system and that Blackland shall have no further right or obligation to serve or to provide water service to customers within the above-described area and that if Blackland has been certified for the area, this agreement shall be filed with the Texas Water Commission along with application to decertify Blackland from the said area.

7. Blackland agrees that in the event that they acquire an alternate source of water other than City, and that they obtain a release from City to acquire water elsewhere, Blackland will purchase from the City the City's transmission lines that are now serving Blackland's SH-276 pump station. The purchase price shall be determined by applying straight line depreciation based upon a 40-year life to the original cost of the line which shall include construction and engineering.

8. This agreement contains the entire understanding between the parties and such agreement may not be amended, changed or altered without written consent of both parties.

9. Venue for this agreement shall be in Rockwall County, Texas.

If for any reason, F.M.H.A. or the Texas Water Commission fails to approve this agreement within one hundred and twenty (120) days, the parties agree that the City at its option may declare this agreement to be null and void and in such event the City shall be entitled to a return of the purchase price set forth in Paragraph 3 plus any attorney's fees and costs of collection incurred by the City in enforcing its right to the return of such funds, and shall have no further obligation of any kind to Blackland.

EXECUTED ON the date first above written.

BLACKLAND WATER SUPPLY CORPORATION

By Philip H. Miller

ATTEST:

Mrs Ada Jo Phillips Secy. & Treas.

CITY OF ROCKWALL

By William Eiser

ATTEST:

Mary Nichols

STATE OF TEXAS

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COUNTY OF ROCKWALL

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BILL OF SALE

The Blackland Water Supply Corporation ("Blackland") by and through its duly undersigned representative, in consideration of \$10.00 and other valuable consideration and authority granted to them by the Board of Directors of said Corporation, do hereby SELL, CONVEY AND ASSIGN unto the City of Rockwall, Texas, a municipal corporation, all water rights, property and appurtenances thereto which are a part of Blackland's water supply system and located within the area as more fully described by the hereto attached Exhibit "A", such area located within the city limits of the City of Rockwall, Texas, including without limitation all pipes, valves, pumps, machinery, equipment and other property used in that business; all franchises, easements, rights-of-way, rights and privileges of Blackland in connection with the business; and all contract rights, claims and options of Blackland in connection with the business.

This conveyance is made according to the provisions of an agreement executed by Blackland Water Supply Corporation and the City of Rockwall, Texas, on the 24 day of March, 1989.

BLACKLAND WATER SUPPLY CORPORATION

By Philip H. Miller, President
Authorized Representative

STATE OF TEXAS

COUNTY OF ROCKWALL

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This is to certify that on the 24th day of March, 1989, before me, the undersigned, a notary public in and for Rockwall County, Texas, personally appeared Philip A. Miller, to me known to be the duly authorized representative of the Blackland Water Supply Corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affirm my official seal the day and year first above written.

Louise M. Thell
Notary Public in and For
Rockwall County, Texas

EXHIBIT A

This agreement shall apply to all facilities that have been owned or operated by Blackland, that are still owned by Blackland, and that are within the city limits of Rockwall on March 1, 1989. The City limits as of this date are illustrated by the attached map.

EXHIBIT “B-2”

**AGREEMENT TO TRANSFER
PORTIONS OF RETAIL WATER SERVICE AREA
(Currington Tract, Loftis Tract, Existing Home Tract, and FM 549 Tract)**

This Agreement to Transfer Portions of Retail Water Service Area (the "Agreement") is made and entered into on the 14th day of December, 2007 (the "Effective Date") by and between Blackland Water Supply Corporation ("BWSC") and the City of Rockwall, Texas (the "City"). BWSC and the City may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, BWSC is a non-profit water supply corporation, organized and operating pursuant to Chapter 67 of the Texas Water Code, which holds Certificate of Convenience and Necessity ("CCN") No. 11305, and owns water facilities, transmission lines, and distribution lines in Rockwall and Hunt Counties, and provides retail water service to customers within its certificated service area;

WHEREAS, the City desires to acquire the retail water service rights from BWSC for four (4) tracts of land located within BWSC's CCN area, which comprise approximately 499.32 acres total, all of which is within the City's corporate limits; and

WHEREAS, in accordance with Section 13.255 of the Texas Water Code, the Parties desire to enter into a binding agreement governing retail water utility service to the areas described herein; and

WHEREAS, City and RWSC are, by coincidence only, approving a separate contract regarding the supply of water, but that agreement is independent of this Agreement..

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises expressed herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, BWSC and the City agree as follows:

1. Transfer Area. The CCN area to be transferred to the City consists of all of the CCN rights that BWSC may have within the four (4) tracts of land more specifically identified as Phase VI A, Phase VI B, Phase VI C, and Phase VI D on the attached Exhibit "A," comprising approximately 499.32 acres total, hereinafter referred to as the "Transfer Area."
2. Compensation to BWSC. To compensate BWSC for the loss of revenue and service rights in the Transfer Area, the City shall pay to BWSC by certified check or other readily available funds the amount of TWO HUNDRED FORTY-FIVE THOUSAND SIX HUNDRED NINETY AND 00/100 dollars (\$245,690.00), to be made in four equal installment payments, as follows:

a. The initial installment payment of SIXTY-ONE THOUSAND FOUR HUNDRED TWENTY-TWO AND 50/100 dollars (\$61,422.50) shall be received by BWSC not later than 10 days after the Effective Date; and

b. The three remaining installment payments, each in the amount of SIXTY-ONE THOUSAND FOUR HUNDRED TWENTY-TWO AND 50/100 dollars (\$61,422.50), shall be received by BWSC on or before December 1 of the three (3) successive years, with the first of such payments due December 1, 2008. BWSC shall provide the City with an invoice for each installment payment approximately one month before the date the payment is due. No interest shall be charged on the installment payments, if paid when due.

i. If the City fails to comply with any payment obligation under this Section 2(b.) (a "Default"), BWSC agrees not to invoke any rights or remedies with respect to such Default until after BWSC delivers to the City a written notice of the Default, and the City fails to cure the Default within 10 days of receiving notice.

ii. Any Default in payment will be a material breach of this Agreement. Unpaid amounts will accrue interest at a rate of ten percent (10%) per annum, and if BWSC is forced to sue to collect payment, BWSC shall be entitled to recover its reasonable collection costs, including attorney's fees.

3. Transfer of CCN.

a. Application to Transfer the CCN. The Parties shall cooperate to promptly file, or amend, any appropriate application or other documentation with the Texas Commission on Environmental Quality ("TCEQ") to transfer the Transfer Area to the City's CCN (the "Application"). All costs associated with preparing and filing the Application and the pursuit of regulatory approvals shall be borne by the City. The City previously filed an application under Section 13.255(b) of the Texas Water Code seeking single certification of the Transfer Area.

b. Transfer to City. The Parties agree that, after the TCEQ completes the transfer of the CCN, BWSC shall have no further obligation or right to provide water service to any existing or future customers located within the Transfer Area, except as may be agreed by the Parties in writing.

c. Customers in Transfer Area. All retail water customers whose place of use of water is located within the Transfer Area will become customers of the City.

d. Facilities and Waterlines. No facilities, waterlines, equipment or other property or property rights of BWSC are transferred to the City by this Agreement, except for the portions of the retail water CCN as set forth herein.

e. No Impairment of Other Customers. Nothing in this Agreement shall in any way impair or adversely affect BWSC's right to provide water to any customers located outside of the Transfer Area. BWSC shall continue to have the right to use, repair,

replace, and upgrade all of its water transmission and distribution lines and facilities, including those that are located within the Transfer Area, provided however, that BWSC shall not provide retail water service to any customer located within the Transfer Area unless so requested by the City in writing.

4. Transfer of Customers.

a. Notice. BWSC and the City shall cooperate in providing notice of the transfer to customers located within the Transfer Area.

b. Revenues. BWSC shall be entitled to receive all water utility service revenues and fees for water utility services rendered by BWSC prior to the transfer of the Transfer Area, unless otherwise agreed in writing.

c. Prevention of Service Interruption. The Parties shall cooperate to prevent any interruption of water service to the customers located within the Transfer Area.

5. General Provisions.

a. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted and approved successors and assigns.

b. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

c. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Rockwall County, Texas.

d. Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign and execute this Agreement on behalf of their respective Party.

e. Notice. Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested, addressed and delivered to the following:

to the City: City Manager
City of Rockwall, Texas
108 E. Washington
Rockwall, Texas 75087

With copy to:

Patrick Lindner
Davidson & Troilo, P.C.
7550 West IH-10, Suite 800
San Antonio, Texas 78229

to BWSC:

President
Blackland Water Supply Corporation
P.O. Box 215
Fate, Texas 75132

with copy to:

Leonard Dougal
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Each Party may change the address to which notice may be sent by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

f. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. Construction of Agreement. This Agreement shall be deemed drafted equally by both Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

h. Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms.

i. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date first written above as reflected by the signatures below.

**BLACKLAND WATER SUPPLY
CORPORATION**

J.K. Myers
President, Board of Directors

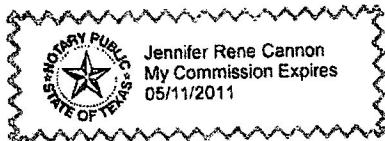
STATE OF TEXAS

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COUNTY OF ROCK WALL

BEFORE ME, the undersigned authority, on this day personally appeared J.K. Myers known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for BLACKLAND WATER SUPPLY CORPORATION, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of December, 2007.



Jennifer Rene Cannon
Notary Public in and for the State of Texas
My Commission Expires: 5/11/2011

CITY OF ROCKWALL, TEXAS

Julie Couch
Julie Couch, City Manager
City of Rockwall, Texas

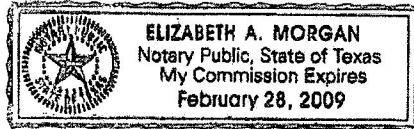
STATE OF TEXAS

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COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, on this day personally appeared Julie Couch known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for CITY OF ROCKWALL, TEXAS, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of
December, 2007.



Elizabeth A Morgan
Notary Public in and for the State of Texas
My Commission Expires: 2-28-09

EXHIBIT "A"
Identification of the Transfer Area

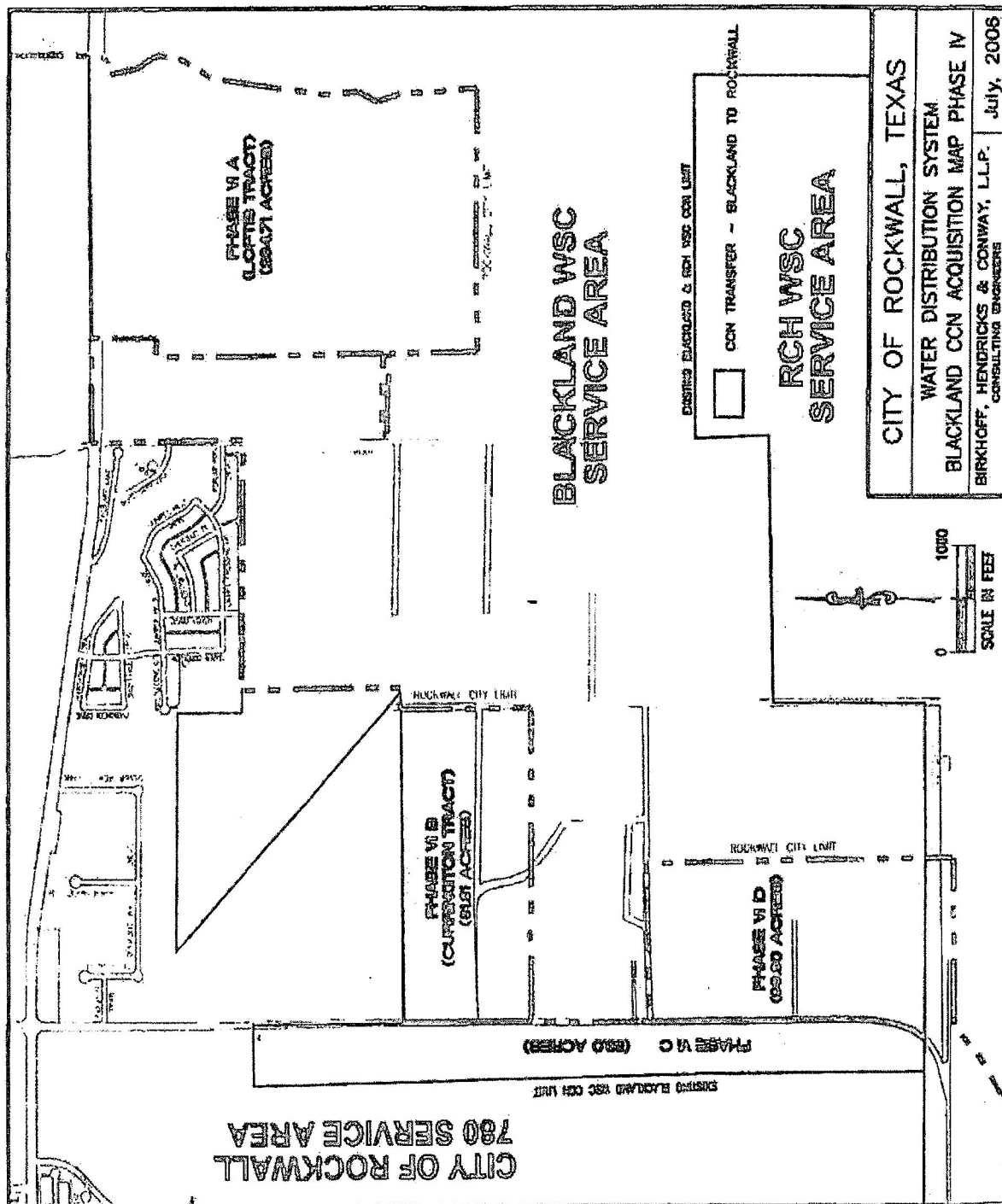


EXHIBIT “B-3”

**SOAH DOCKET NO. 582-05-3133
TCEQ DOCKET NO. 2004-1736-UCR**

APPLICATION BY CITY OF ROCKWALL § TO DECERTIFY A PORTION OF CCN § NO. 11305 FROM BLACKLAND WATER § SUPPLY CORPORATION IN § ROCKWALL COUNTY; APPLICATION § NO. 3644-C	BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS
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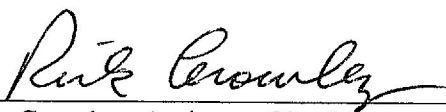
MEDIATED SETTLEMENT AGREEMENT

On April 29, 2005, and May 24, 2005, a mediation was held concerning the above-referenced matter in Rockwall and Austin, Texas. To avoid litigating this application in a contested public hearing, the City of Rockwall and Blackland Water Supply Corporation have mediated their dispute and agree to the following:

1. The City of Rockwall shall pay to Blackland Water Supply Corporation the sum of \$700,000 ("the payment") within 30 days of the approval of this agreement by the City of Rockwall City Council and the Blackland Water Supply Corporation Board of Directors.
2. By May 26, 2005, the City of Rockwall and Blackland Water Supply Corporation will file a joint motion to abate discovery and the procedural schedule in the contested case hearing pertaining to this matter pending approval of the agreement by the respective governing bodies.
3. This agreement resolves all issues pertaining to the City of Rockwall's compensation of Blackland Water Supply Corporation for the decertification/single certification of the approximately 857 acres of Blackland Water Supply Corporation's water CCN that are subject to this application ("the transfer area"), as more fully described and shown on the three maps, Exhibit "A," attached hereto and incorporated herein, and including attorney's fees and all other costs. No water lines, facilities, or other property of Blackland Water Supply Corporation are included in the transfer. The existing customers along the west side of Amanda Road and Jowers Tire Service will remain customers of Blackland Water Supply Corporation.
4. The parties agree that the terms of this settlement agreement shall not be binding or precedential with respect to future CCN acquisitions by the City of Rockwall.
5. This agreement is subject to the approval of the City Council of the City of Rockwall and the Board of Directors of Blackland Water Supply Corporation. The City of

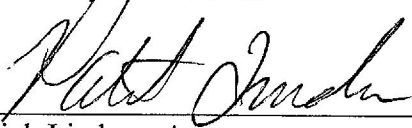
Rockwall's negotiating team, including the assistant city manager, finance director, city engineer, attorney, and rate consultant, shall recommend approval of the agreement to the Rockwall City Council at its next regularly scheduled meeting, currently set for June 6, 2005. If the City Council approves the agreement, Blackland Water Supply Corporation's president and counsel shall recommend approval of the agreement to Blackland Water Supply Corporation's Board of Directors at the next meeting following the City of Rockwall's approval, which meeting is currently scheduled for June 14, 2005.

6. Following the approval of this agreement by the City Council of the City of Rockwall and the Board of Directors of Blackland Water Supply Corporation, and within five business days of the receipt of the payment to Blackland Water Supply Corporation, the City of Rockwall and Blackland Water Supply Corporation will file a joint motion in which Blackland Water Supply Corporation will withdraw its protest and request for hearing and request that the proceeding be remanded for administrative approval by the Executive Director of the TCEQ.
7. If either the City Council of the City of Rockwall or the Board of Directors of Blackland Water Supply Corporation does not accept this agreement by June 24, 2005, this agreement shall be null and void.
8. Blackland Water Supply Corporation and the City of Rockwall agree that, after the payment of the \$700,000, the City of Rockwall will have the sole right to provide retail water service within the transfer area, except for Blackland Water Supply Corporation's existing customers described in paragraph 3, above.


Rick Crowley, Assistant City Manager
For the City of Rockwall

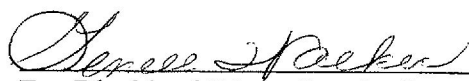
5-24-05

Date


Patrick Lindner, Attorney
For the City of Rockwall

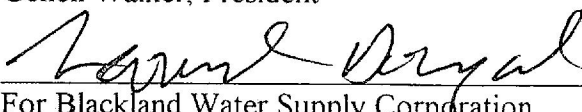
5-24-05

Date


For Blackland Water Supply Corporation
Genell Walker, President

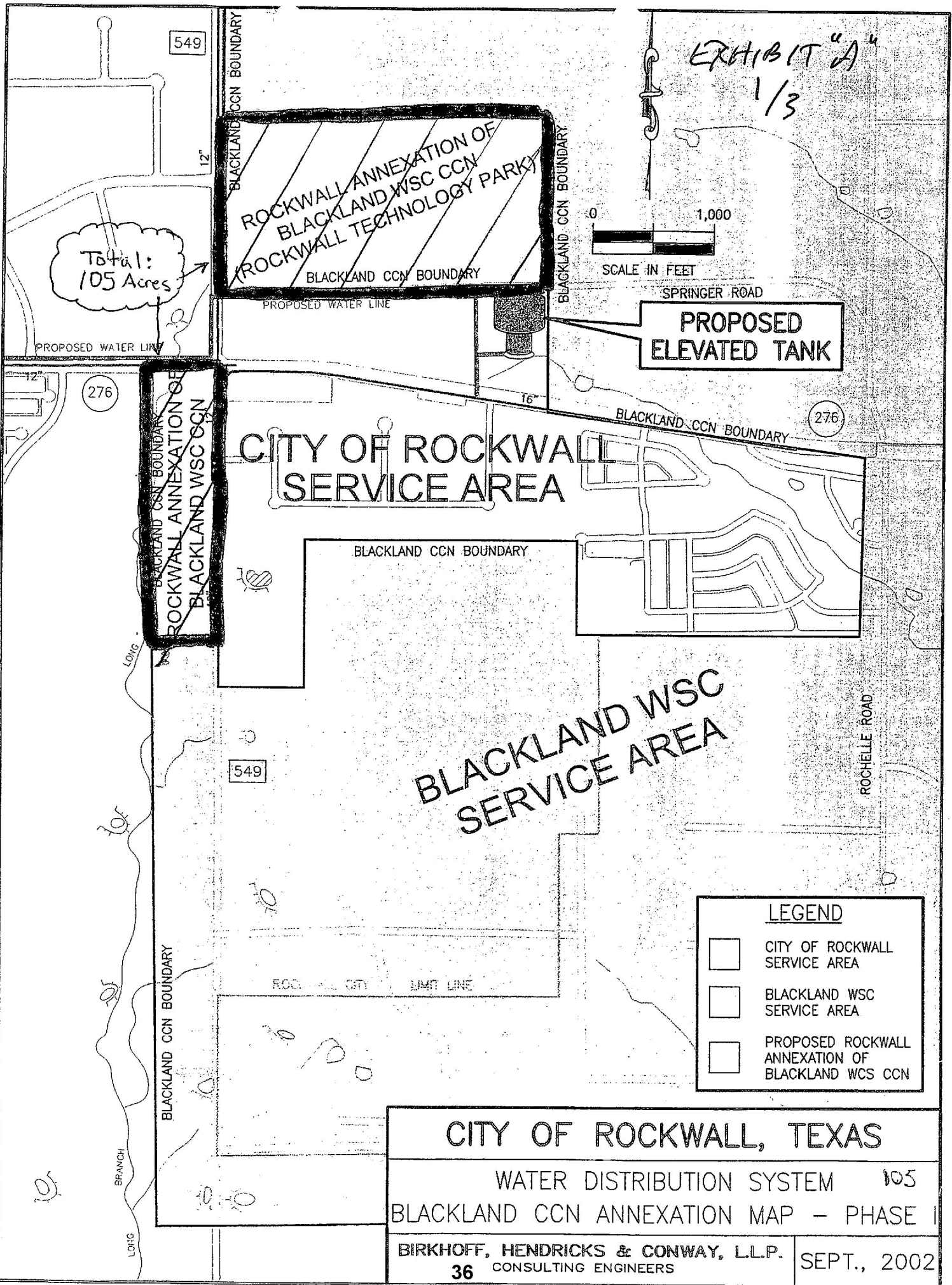
5-24-05

Date


For Blackland Water Supply Corporation
Leonard Dougal, Attorney

5-24-05

Date



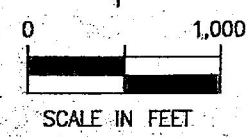
ROCKWALL CITY LIMIT

SE 3A BLACKLAND WSC ACQUISITION (331 ACRES)

549

ROLLING MEADOWS

CITY OF FATE SERVICE AREA



2/3

AMITY LANE

EXIST. BLACKLAND CCN LIMIT
PHASE 3A RETAIL CUSTOMERS (160 ACRES)

EXISTING BLACKLAND CCN LIMIT

BLACKLAND WSC PUMP STATION

VALL AREA

780 SERVICE AREA DIVIDE

PROPOSED WATERLINE

549

EXISTING BLACKLAND CCN LIMIT

PHASE 3B BLACKLAND WSC CCN ACQUISITION (282 ACRES)

EXISTING BLACKLAND CCN LIMIT
EXISTING ROCKWALL CITY LIMIT

EXISTING BLACKLAND CCN LIMIT
EXISTING ROCKWALL CITY LIMIT

ROCHELLE ROAD

OF ROCKWALL SERVICE AREA

CITY OF ROCKWALL, TEXAS 282

WATER DISTRIBUTION SYSTEM
BLACKLAND CCN ACQUISITION MAP - PHASE III

BIRKHOFF, HENDRICKS & CONWAY, L.L.P.
CONSULTING ENGINEERS

MAR., 2002



SCALE IN FEET

DISCOVERY BLVD.

549

3

PROPOSED WATER LINE

276

BRANCH

CITY OF ROCKWALL SERVICE AREA

PROPOSED
ELEVATED TANK

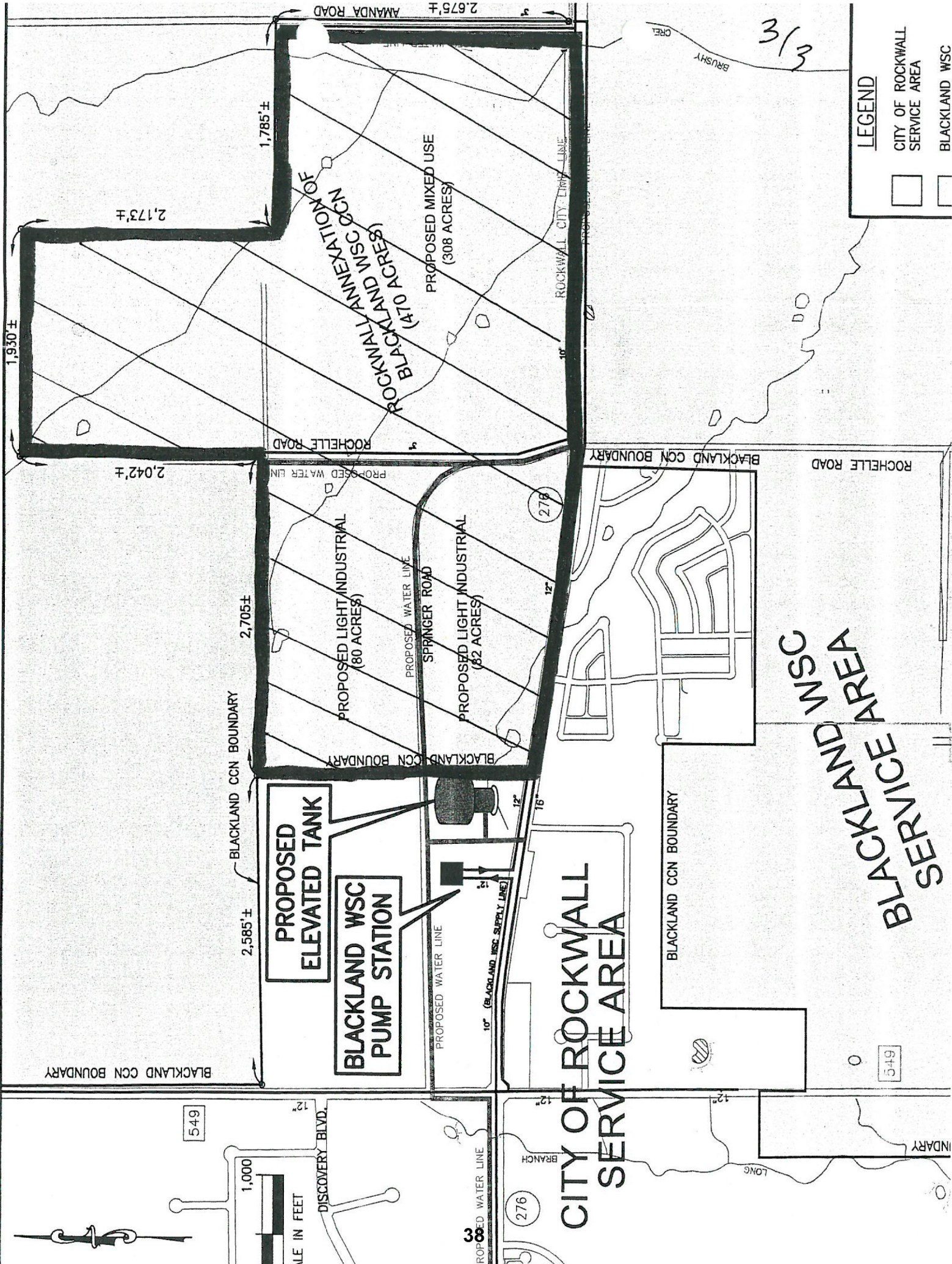
BLACKLAND WSC
PUMP STATION

PROPOSED WATER LINE

10" (BLACKLAND WSC SUPPLY LINE)

BLACKLAND CCN BOUNDARY

BLACKLAND AREA
SERVICE



LEGEND

- CITY OF ROCKWALL SERVICE AREA
- BLACKLAND WSC

EXHIBIT “B-4”

**AGREEMENT TO TRANSFER PORTIONS
OF RETAIL WATER SERVICE AREA AND
CERTAIN WATER DISTRIBUTION FACILITIES**

Area 1: 41.523 acres of raw land bounded by Airport Road on the north, John King Blvd. on the west, the Blackland Airport Road Pump Station on the east, and the UP/Dallas Garland N.E. Railroad on the south, with one existing residential connection;

Area 2: 3 existing residential connections on South FM 549 which are addressed as 1925 S. FM549, 1957 S. FM549, and FM549 Clear Channel Tower Field; and

Area 3: 1 existing connection served by a two-inch (2") meter (equivalent to eight (8) single-family residential connections) on IH 30 Westbound Service Road addressed as 1805 E. IH 30 being adjacent to CCN 11305 but outside of any CCN.

This Agreement to Transfer Portions of Retail Water Service Area and Certain Water Distribution Facilities (the "**Agreement**") is made and entered into on the 17th day of July, 2012 (the "**Effective Date**") by and between Blackland Water Supply Corporation ("**Blackland**") and the City of Rockwall, Texas (the "**City**"). Blackland and the City may be referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Blackland is a non-profit water supply corporation organized and operating pursuant to Chapter 67 of the Texas Water Code, which holds Certificate of Convenience and Necessity ("**CCN**") No. 11305, and owns water facilities, transmission lines, and distribution lines in Rockwall and Hunt Counties, and provides retail water service to customers within its certificated service area;

WHEREAS, the City desires to acquire the retail water service rights from Blackland for three (3) areas of land located within and adjacent to Blackland's CCN area, as described above, all of which is within the City's corporate limits;

WHEREAS, in accordance with Sections 13.248 and 13.255 of the Texas Water Code, the City will file an application with the Texas Commission on Environmental Quality ("**TCEQ**") to acquire Blackland's service area rights within the three described areas, identified as Areas 1, 2 and 3 in the caption of this Agreement; and

WHEREAS, the Parties desire to enter into an agreement relating to the transfer of the retail water utility service rights to the areas described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises expressed herein and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Blackland and the City agree as follows:

1. Transfer Area. The CCN area to be transferred to the City consists of all of the CCN rights that Blackland may have within the three (3) areas listed in the caption of this Agreement and shown as the cross-hatched areas on the aerial photographs attached as Exhibit "A"; hereinafter the three areas shall be referred to collectively as the "**Transfer Area.**"

2. Transfer of Certain Water Facilities. Subject to and pursuant to the terms of this Agreement, Blackland agrees to convey to the City at Closing those certain water lines and meter boxes identified on Exhibit "B" attached hereto (the "Surplus Waterlines"). The City acknowledges and agrees that the Surplus Waterlines are used and at Closing will be conveyed by a Bill of Sale, without representations or warranties whatsoever, in their then existing condition. The Surplus Waterlines are to be conveyed to the City solely "AS IS, WHERE IS, and WITH ALL DEFECTS" and after such conveyance Blackland shall have no obligation to maintain, replace or repair any of the Surplus Waterlines. Blackland also agrees to assign (without representations or warranty) those easements or rights-of-way, if any, in which the Surplus Waterlines are located.

3. Compensation to Blackland. To compensate Blackland for the loss of revenue and service rights in the Transfer Area, the sale of the Surplus Waterlines, and any and all damages that Blackland may suffer as a result of the transfer, if any, the City shall pay to Blackland by certified check or other readily available funds the amount of FORTY ONE THOUSAND FOUR HUNDRED SIXTY ONE AND 50/100 dollars (\$41,461.50), such payment shall be made in a single lump-sum payment within ten (10) days after the Effective Date of this Agreement. The total amount is determined as follows:

Raw Land: 41.523 ac. (area 1) x \$500 per acre = \$20,761.50

Active Meter Equivalents: 1(area 1) + 3(area 2) + 8(area 3) = 12 x \$1,725 per meter equivalent = \$20,700.00

Total: \$41,461.50

Upon payment of the Compensation, the City shall be entitled to provide retail water utility service to the Transfer Area without a CCN under Section 13.242(c) of the Texas Water Code and 30 Tex. Admin. Code § 291.103(c).

4. Transfer of CCN.

a. Application to Transfer the CCN. The Parties shall cooperate to promptly file, or amend, any appropriate application or other documentation with the TCEQ to decertify the Transfer Area from Blackland's CCN (the "**Application**"). All costs associated with preparing and filing the Application and the pursuit of regulatory

approvals shall be borne by the City. The City agrees to diligently pursue the TCEQ's approval of the Application.

b. Transfer to City. The Parties agree that, after the date of Closing, Blackland shall have no further obligation or right to provide water service to any existing or future customers located within the Transfer Area, except as may be agreed by the Parties in writing.

c. Customers in Transfer Area. All retail water customers whose place of use of water is located within the Transfer Area will become customers of the City as of the date of Closing.

d. No Impairment of Other Customers. Nothing in this Agreement shall in any way impair or adversely affect Blackland's right to provide water to any customers located outside of the Transfer Area. Blackland shall continue to have the right to use, repair, replace, and upgrade all of its water transmission and distribution lines and facilities, including those that are located within the Transfer Area, but excluding the Surplus Waterlines, provided however, that Blackland shall not provide retail water service to any customer located within the Transfer Area unless so requested by the City in writing.

5. Closing. Within sixty (60) days after the TCEQ's approval of the Application described in Section 4(a), or at such other time agreed to by the City and Blackland, a closing (the "**Closing**") shall be held. At Closing, Blackland will deliver to the City: (i) a Bill of Sale transferring Blackland's rights, title and interest to the Transfer Area and the Surplus Waterlines, and (ii) an Assignment of the easements and rights of way, if any, as described in Section 2. Blackland will assist the City in obtaining the readings from the meters for the existing customers, such reading to occur not more than three days before the Closing, unless otherwise agreed to by the Parties.

6. Transfer of Customers.

a. Notice. Blackland and the City shall cooperate in providing notice of the transfer to customers located within the Transfer Area.

b. Revenues. Blackland shall be entitled to receive all water utility service revenues and fees for water utility services rendered by Blackland prior to the transfer of the Transfer Area, unless otherwise agreed in writing.

c. Prevention of Service Interruption. The Parties shall cooperate to prevent any interruption of water service to the customers located within the Transfer Area.

7. General Provisions.

a. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted and approved successors and assigns.

b. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

c. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Rockwall County, Texas.

d. Authority. The respective signatories to this Agreement covenant that they are fully authorized to sign and execute this Agreement on behalf of their respective Party.

e. Notice. Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested, addressed and delivered to the following:

to the City:

City Manager
City of Rockwall, Texas
385 S. Goliad
Rockwall, Texas 75087

With copy to:

Patrick Lindner
Davidson & Troilo, P.C.
7550 West IH-10, Suite 800
San Antonio, Texas 78229

to Blackland:

President
Blackland Water Supply Corporation
P.O. Box 215
Fate, Texas 75132

with copy to:

Leonard Dougal
Jackson Walker L.L.P.
100 Congress Avenue, Suite 1100
Austin, Texas 78701

Each Party may change the address to which notice may be sent by giving notice of such change to the other Party in accordance with the provisions of this Agreement.

f. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

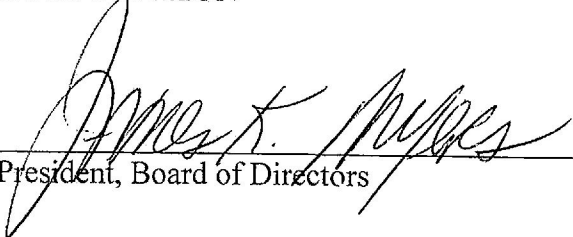
g. Construction of Agreement. This Agreement shall be deemed drafted equally by both Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

h. Enforceability. The Parties agree that this Agreement constitutes the legal, valid and binding obligation of each Party hereto, enforceable in accordance with its terms.

i. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the date first written above as reflected by the signatures below.

**BLACKLAND WATER SUPPLY
CORPORATION**



President, Board of Directors

STATE OF TEXAS

§

COUNTY OF ROCKWALL

§

§



BEFORE ME, the undersigned authority, on this day personally appeared James K. Myers known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for BLACKLAND WATER SUPPLY CORPORATION, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, 2011 2012

May 31, 2015

Notary Public in and for the State of Texas

My Commission Expires:

CITY OF ROCKWALL, TEXAS

Richard Crowley

Richard Crowley, City Manager

STATE OF TEXAS

§
§
§

COUNTY OF ROCKWALL

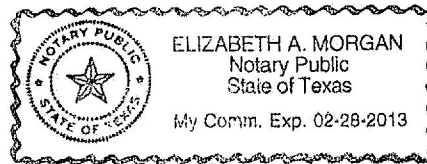
BEFORE ME, the undersigned authority, on this day personally appeared Richard Crowley known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for CITY OF ROCKWALL, TEXAS, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of July, 2012.

Elizabeth A. Morgan

Notary Public in and for the State of Texas

My Commission Expires:





1 inch = 500 feet



0 120 240 360 480 600 Feet

1 inch = 425 feet

A-3

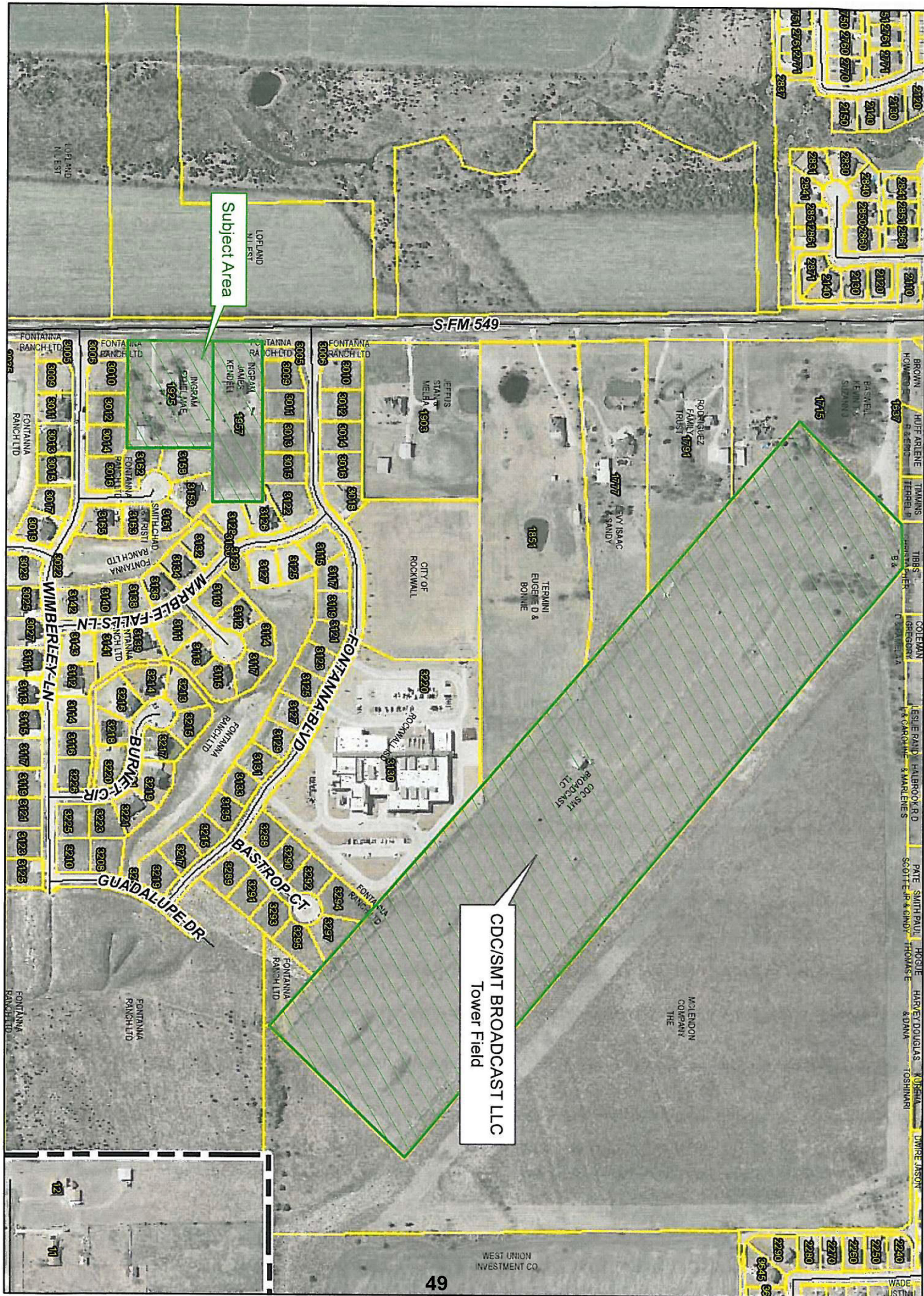


EXHIBIT “B”
Surplus Waterlines

Area 1

- Approximately 1,300 linear feet of 6” waterline along Airport Road from the former master meter location to the current master meter location.

Area 2

- No surplus waterlines.

Area 3

- Approximately 2,100 linear feet of 6” waterline from the existing pump station south to the golf course and 2 industrial buildings.
- A single two-inch (2”) water meter that provides services to the golf course and 2 industrial buildings.

EXHIBIT “C”

EXHIBIT “C-1”

Attachment 1

INDEX TO ANNEXATION ORDINANCES
(TWC § 13.255(a) CCN Agreements in Docket No. 52551)

Petition Exhibit	CCN-Related Agreement (date)	Tract from Agreement	Exhibit C Ordinance No.	Date of Annexation	PDF Filename
B-1	1989 Agreement (3-6-89)	Small 15.03-acre area	71-09	09-07-71	ExB1-A Annex Ord 71-09
			75-12	09-02-75	ExB1-A Annex Ord 75-12
			83-06, T2	02-07-83	ExB1-A Annex Ord 83-06, T2
			86-30	04-28-86	ExB1-A Annex Ord 86-30
		136.13-acre area	85-69	12-03-85	ExB1-B Annex Ord 85-69
			86-24	05-19-86	ExB1-B Annex Ord 86-24
			86-37, T7	05-19-86	ExB1-B Annex Ord 86-37, T7
B-2	2007 Agreement (12-14-07)	Tract 1 (87.24 acres)	97-14, T3	07-21-97	ExB2-1 Annex Ord 97-14, T3
		Tract 2 (241.36 acres)	05-56	10-17-05	ExB2-2 Annex Ord 05-56
		Tract 3 (91.83 acres)	98-20, T12	06-15-98	ExB2-3 Annex Ord 98-20, T12
		Tract 4 (101.23 acres) partly in CCN	98-20, T11	06-15-98	ExB2-4A Annex Ord 98-20, T11
			97-14, T4	07-21-97	ExB2-4B Annex Ord 97-14, T4
B-4	2012 Agreement (7-18-12)	Area 1 (21.51 acres)	98-10, T9	03-16-98	ExB4-Area 1 Annex Ord 98-10, T9

EXHIBIT “C-2”

Attachment 2

ORDINANCE

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, ROCKWALL COUNTY TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS AND REGULATIONS OF SAID CITY.

WHEREAS, the City of Rockwall, Rockwall County, Texas, is the owner of the following described territory and by Resolution dated August 2, 1971, resolved to annex to the City of Rockwall, Texas, the following described territory, to wit:

BEING three tracts of land situated in Rockwall County, Texas, and described as follows:

Being two tracts or parcels of land situated in the State of Texas, County of Rockwall, and being a part of the 50 acre tract of land conveyed to Albert Curfman by Union Central Life Insurance Company and recorded in Volume 29, Page 264 Deed Records, Rockwall County, Texas, located in the George W. Redlin Survey, Abstract No. 183, near Rockwall, Texas, and being more particularly described as follows:

TRACT NO. 1.

BEGINNING at an iron pin set on the East line of said 50 acre tract, said pin being located 666.79 feet from the northeast corner of said Redlin Survey, said point also being the Northeast corner of a 2.84 acre tract of land conveyed to Roy Cole by Albert Curfman and wife, Gladys, by Deed recorded in Volume 53, at Page 51, Rockwall County Deed Records;

THENCE: S. 82 deg. 16' W along the North line of said 2.84 acre tract a distance of 138.46 feet to a point for a corner;

THENCE: N 5 deg. 11' E a distance of 497.42 to an iron pin for a corner;

THENCE: S 62 deg. 47' E a distance of 242.43 feet to the east line of said 50 acre tract;

THENCE: S 3 deg. 05' W a distance of 94.48 feet;

THENCE: Along said East line S 5 deg. 58' W a distance of 273.03 feet to the place of beginning and containing 1.753 acres of land.

TRACT NO. 2.

BEGINNING at an iron pin for a corner on the North line of a 2.84 acre tract of land out of said 50 acre tract conveyed to Roy Cole by Albert Curfman and wife, Gladys, by Deed recorded in Volume 53 at Page 51, Rockwall County Deed Records, said pin being 138.46 feet from the North east corner of said 2.84 acre tract;

THENCE: Along said North line a distance of 205.68 feet to an iron pin for a corner;

THENCE: N 11 deg. 02' W a distance of 722.21 feet to an iron pin for a corner set in the South right-of way line of State Highway 66;

THENCE: N 87 deg. 56' E along said right-of-way line a distance of 228.73 feet to an iron pin for a corner;

THENCE: S 2 deg. 52' E a distance of 160.59 feet to an iron pin for a corner;

THENCE: S 62 deg. 47' E a distance of 67.62 feet to an iron pin for a corner;

THENCE: S 5 deg. 11' W a distance of 497.42 feet to the place in ~~the~~ beginning and containing 3.697 acres of land.

TRACT NO. 3.

Situated in Rockwall County, Texas, and being a part of a 49.62 acre tract in the David Harper Survey, Abstract No. 723, and the Nathan Butler Survey, Abstract No. 477, a part of a 54.8 acre tract in the David Harper Survey, Abstract No. 723, a part of a 50 acre tract in the George W. Redlin Survey, Abstract No. 183, and a part of a 60 acre tract in the George W. Redlin Survey, Abstract No. 183, and being more particularly described as follows: Beginning at the SW corner of the 49.62 acre tract in the David Harper Survey, said corner being in the North line of a county road; Thence North along the West line of the 49.62 acre tract 1580' to a point; Thence West 70.91' to a point; Thence North 8°10' West 1501.0' to a point; Thence North 81°30' East 500' to a point; Thence North 8° East 345.44' to a point; Thence South 8°10' East 1820' to a point; Thence South 89°15' West 120.55' to a point; Thence South 8°10' East 1634.3' to a point in the North line of the aforementioned county road; Thence North 89°15' West 606.9' along the North line of the county road to the place of beginning, and containing 37.7 acres more or less.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

That the above described property be and the same is hereby annexed to the City of Rockwall, Rockwall County, Texas, and that the boundary limits of the City of Rockwall be and the same are hereby extended to include the above described territory within the city limits of the City of Rockwall, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all rights and privileges of other citizens of the City of Rockwall and they shall be bound by the acts, ordinances, resolutions of said city.

Passed by an affirmative vote of all members of the City Council this the 7th day of September, A.D., 1971.

ATTEST:

James C. Williams
City Secretary

57

APPROVED:

R. C. Blacketer
Mayor

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS AND OWNERS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING ALL INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE PUBLICATION OF SAID ORDINANCE; AND PROVIDING FOR THE EFFECTIVE DATE OF SAID ORDINANCE.

WHEREAS, the following described land is adjoining the present City Limits of the City of Rockwall and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas; and,

WHEREAS, a petition signed by the owners of all the following described property has been filed with the City Secretary of the City of Rockwall, requesting that the City of Rockwall annex the following described property; and,

WHEREAS, after holding a public hearing under the provisions of Article 970a, Revised Civil Statutes of Texas, the City Council of the City of Rockwall has decided that the following described property should be annexed to the City of Rockwall:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

SECTION 1: That the following described territory be and the same is hereby annexed to the City of Rockwall, Rockwall County, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby extended to include the following described territory within the City Limits of the City of Rockwall, and the

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same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City of Rockwall, and shall be bound by the acts, ordinances, resolutions and regulations of said City. That the territory to be so annexed is more particularly described as follows, to-wit:

Being out of the David Harr Survey A102 and Nathan Butler Survey A20, Rockwall County, State of Texas, and being 23.36 acres in size out of a 49.62 acre tract conveyed to Albert Curfman, et ux, recorded in Volume 39, Page 464, Rockwall County Deed Records, Rockwall, Texas, more particularly described as follows: BEGINNING at a stake in County road 280.2 feet North 89 Degrees 15' West from the Southeast corner of the original 49.62 acre tract also the Southwest corner of the A. H. Hartman tract of land; THENCE North 89 Degrees 15' West 539.8 feet distance along county road to a stake, being the Southeast corner of a tract sold off for airport use; THENCE North 8 Degrees 10' West 1603.5 feet distance along fence line and the East line of the airport tract; to a stake for corner; THENCE North 89 Degrees 15' East 737.3 feet distance along fence line and the North boundary line of the aforesaid 49.52 acre tract; to an iron pin in fence line for a corner, also the Northwest corner of a 10 acre tract recently sold off; THENCE South 1 Degree 08' East 1605 feet distance across open field and the West property line of above said 10 acre tract to the place of beginning, containing 23.36 acres, as surveyed by R.E.L. Halford, County Surveyor, by survey dated February 12, 1959.

SECTION 2: That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the above-described territory not be subject to legal annexation by the City of Rockwall, such fact will not prevent the City from annexing such territory which is above-described and is subject to legal annexation by the City, and it is the intention

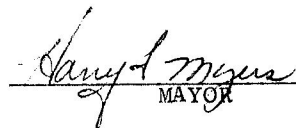
of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of the above-described area.

SECTION 3: That this ordinance shall take effect from and after its passage as the law and statutes in such cases provide.

SECTION 4: That a copy of this ordinance, together with a copy of the Petition requesting the annexation of such territory shall be filed in the Deed Records of Rockwall County, Texas, and the City Secretary shall certify that the copy to be filed is a true and correct copy of said ordinance.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 2 day of September, 1975.

APPROVED:


MAYOR

ATTEST:


CITY SECRETARY

APPROVED AS TO FORM:


CITY ATTORNEY

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the hereinafter described land have filed a petition stating that it desires annexation thereof to the City of Rockwall, and

WHEREAS, it has presented a written petition to that effect to the City Council and has attached thereto an affidavit that there are no qualified voters in said territory and that the person signing the petition was the agent and attorney-in-fact for the owner of the land in said territory; and

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required under the provisions of Article 970a of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS:

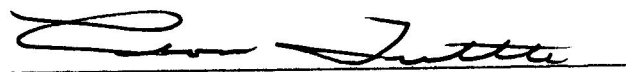
SECTION 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

SECTION 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on on the 7th day of February, 1983.

APPROVED:


Mayor

ATTEST:


City Secretary

EXHIBIT "A"

TRACT ONE

Being a tract of land situated in the R. Ballard Survey, Abstract No. 29, Rockwall County, Texas, and also being part of a 53.87 acre tract as conveyed to Donna Hall, recorded in Volume 24, Page 392, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point in the center of Aluminum Plant Road, said point being the Northwest corner of said 53.87 tract, a $\frac{1}{2}$ " iron stake set for corner;
THENCE along the center of Aluminum Plant Road, the following
N. 88 deg. 55' 48" E., a distance of 119.00 feet to a $\frac{1}{2}$ " iron stake set for corner;
S. 49 deg. 00' 36" E., a distance of 569.31 feet to a $\frac{1}{2}$ " iron stake set for corner;
S. 0 deg. 00' 14" E., a distance of 685.81 feet to a $\frac{1}{2}$ " iron stake set for corner;
THENCE S. 83 deg. 57' 25" W. along the North line of a Public Road, a distance of 420.45 feet to a $\frac{1}{2}$ " iron stake set for corner;
THENCE N. 6 deg. 45' 54" W., along the East line of Howmet Property, a distance of 1109.00 feet to the Place of Beginning, and containing 10.192 acres of land of which 0.631 acres lies within existing road.

TRACT TWO

Being a tract of land situated in the N. Butler Survey, Abstract No. 20, and the R. Ballard Survey, Abstract No. 29, Rockwall County, Texas, and also being part of a 53.87 acre tract as conveyed to Donna Hall, recorded in Volume 24, Page 392, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

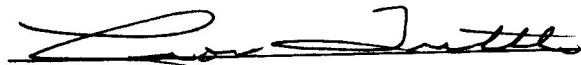
BEGINNING at a point in the center of Airport Road, said point being the Northeast corner of said 53.87 acre tract on the East line of the N. Butler Survey, Abstract No. 20, a $\frac{1}{2}$ " iron stake set for corner;
THENCE S. 0 deg. 15' 38" E., leaving the center of Airport Road, and along the said East line of the N. Butler Survey, Abstract No. 20, a distance of 751.87 feet to a point on the North line of the M.K.&T. Railroad, a $\frac{1}{2}$ " iron stake set for corner;
THENCE S. 88 deg. 37' 38" W., along the said North line of the M.K.&T. Railroad, a distance of 2306.10 feet to a $\frac{1}{2}$ " iron stake set for corner;
THENCE leaving the said North line of M.K.&T. Railroad and along the East line of the Howmet Property, the following:
N. 2 deg. 45' 57" W., a distance of 204.32 feet to a $\frac{1}{2}$ " iron stake set for corner;
N. 6 deg. 45' 54" W., a distance of 588.08 feet to a $\frac{1}{2}$ " iron Stake set for corner;
THENCE N. 83 deg. 57' 25" E., along the South line of a Public Road, a distance of 414.53 feet to a $\frac{1}{2}$ " iron stake set for corner;
THENCE N. 0 deg. 00' 14" W., a distance of 16.45 feet to a $\frac{1}{2}$ " iron stake set for corner;
THENCE S. 88 deg. 48' 21" E., along the center line of Airport Road, a distance of 1969.35 feet to the Place of Beginning, and containing 42.833 acres of land of which 0.904 acres lies within existing road.

53.025 ACRE DEVELOPMENT SERVICE PLAN


The area in question is undeveloped land and is not occupied and it is being annexed on a petition from Tommy Singleton and the City of Rockwall. Police and Fire protection will be available upon annexation of the property, and the provision of adequate access. Solid waste collection will be available upon development of the property and the construction of adequate streets. All capital improvements, including streets, water facilities, and wastewater facilities, will be constructed by the developer at the developer's expense as required for all subdivisions within the City. Maintenance of roads, streets, and street lighting shall be provided by the City upon construction, dedication and acceptance by the City. The City shall maintain all parks, playgrounds, and other City owned facilities or services which it may construct in the area in the future. At this time there are no municipally owned facilities in this area.

This service plan was approved as part of Ordinance No. 83-6 , annexing the area described therein, and is hereby approved as a part of this ordinance on this 7th day of February, 1983.

APPROVED:


Mayor

ATTEST:


City Secretary

ORDINANCE NO. 86-30

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required within the times prescribed under the provisions of Article 970a of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall Texas:

Section 1. That the following described territory which is contiguous to the City Limits of the City of Rockwall, Texas, be, and the same is hereby, annexed into the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

Section 3. If any section or provision of this ordinance or the application of that section or provision to any person, firm, corporation, situation or circumstance is for any reason judged invalid, the adjudication shall not affect any other section or provision of this ordinance or the application of any other section or provision to any other person, firm, corporation, situation or circumstance, nor shall adjudication affect any other section or provision of the Comprehensive Zoning Ordinance of the City of Rockwall, Texas, and the City Council declares that it would have adopted the valid portions and applications of the ordinance without the invalid parts and to this end the provisions for this ordinance are declared to be severable.

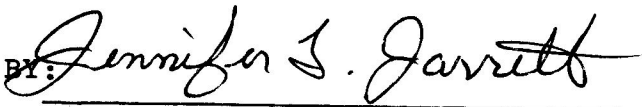
Section 4. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 28th day of April, 1986.

APPROVED:


Mayor

ATTEST:

BY: 

1st reading 4/21/86

2nd reading 4/28/86

EXHIBIT "A"

PROPERTY DESCRIPTION:

BEING a tract of land situated in the Nathan Butler Survey Rockwall County, Texas, said tract also being part of a tract of land conveyed to E. W. Hall by deed recorded in Volume 18, Page 169, Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set for corner in the North line of County Road, said point being the Southeast corner of a 4.00 acre tract conveyed to Mary Hall Keene by deed recorded in Volume 172, Page 202, Deed Records, Rockwall County, Texas;

THENCE North 1 deg. 5 min. 56 sec. West, leaving said North line of County Road, a distance of 659.13 feet to an iron rod set for corner;

THENCE North 88 deg. 49 min. 57 sec. East, a distance of 401.76 ft. to an iron rod set for corner;

THENCE South 64 deg. 15 min. East, a distance of 796.69 ft. to an iron rod found for corner;

THENCE South 71 deg. 32 min. 29 sec. East, a distance of 137.96 ft to an iron rod found for corner;

THENCE South 74 deg. 34 min. 50 sec. East a distance of 235.82 feet to an iron rod found for corner;

THENCE South 77 deg. 15 min. 47 sec. East, a distance of 242.89 ft. to an iron rod found for corner in the West line of Airport Road;

THENCE South 3 deg. 36 min. 28 sec. East, along said Airport Road, a distance of 131.42 ft. to a fence post for corner in the intersection of the West line of said Airport Road and the said North line of County Road;

THENCE South 88 deg. 59 min. 44 sec. West, leaving said West line of Airport Road, a distance of 1,710.25 ft. along said North line of County Road to the Point of Beginning and containing 16.7937 acres (731,532 sq. ft.) of land.

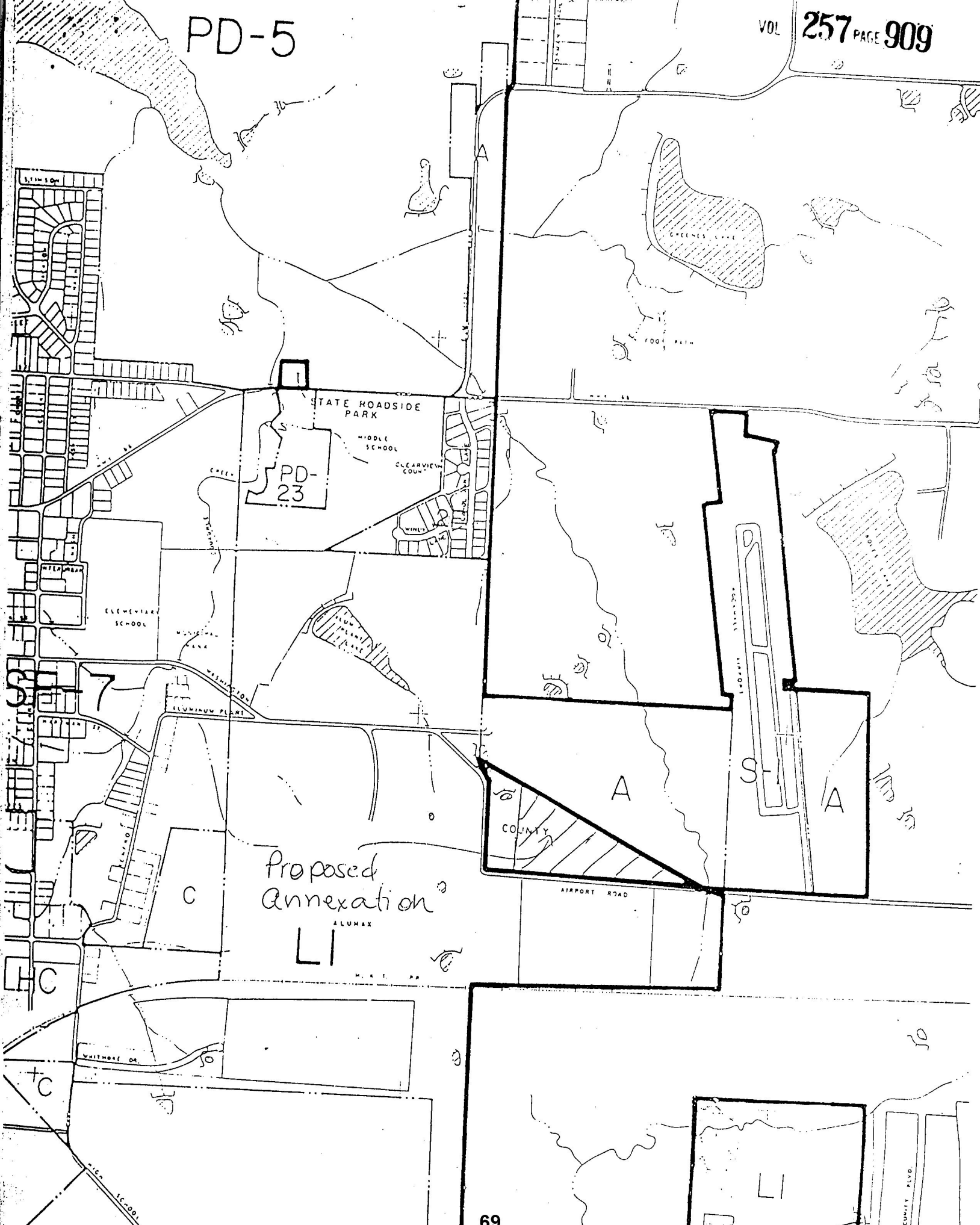
PROPOSED
SERVICE PLAN

16.7937 ACRES ON AIRPORT ROAD

Police and fire protection will be available to the above described tract upon annexation and the provision of adequate access to the undeveloped tract. Solid waste collection will be available at the time of annexation and construction of adequate streets.

Adequate street access, water facilities, and wastewater facilities will be made available to the above tract that do not currently have such at the time the property develops. Such facilities will be provided at the developer's expense consistent with current City policies.

This Service Plan is proposed as a part of an Ordinance annexing the above described area.



ORDINANCE NO. 85-69

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required within the times prescribed under the provisions of Article 970z of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

Section 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

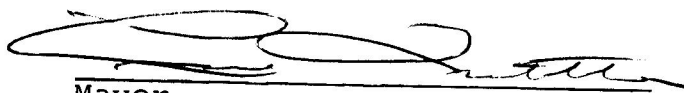
Section 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said

City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

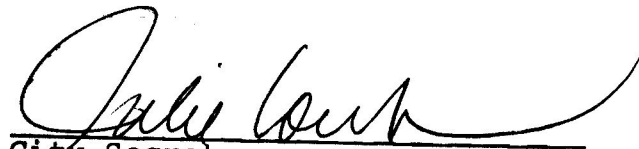
Section 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 3rd day of December, 1985.

APPROVED:


Mayor

ATTEST:


City Secretary

1st reading 11/19/85

2nd reading 12/3/85

PROPOSED
SERVICE PLAN

794.23 ACRES EAST OF EXISTING CITY LIMITS

Police and fire protection will be available to the above described tracts upon annexation and the provision of adequate access to the undeveloped tract. Solid waste collection will be available to all developed tracts at the time of annexation and construction of adequate streets. The State of Texas shall continue to maintain all State roads under the terms of the Maintenance Agreement between the State and the City of Rockwall dated February 21, 1980. All other public roads shall be maintained by the City of Rockwall.

Adequate street access, water facilities, and wastewater facilities will be made available to the above tracts that do not currently have such at the time the property develops. Such facilities will be provided at the developer's expense consistent with current City policies.

This Service Plan is proposed as a part of an Ordinance annexing the above described areas.

DESCRIPTION

Proposed Annexation

BEING, a tract of land situated in the N. Butler Survey, Abstract No. 20, A. Hanna Survey, Abstract No. 99, N.M. Ballard Survey, Abstract No. 24, J. Cadle Survey, Abstract No. 65, D. Harr Survey, Abstract No. 102, E.M. Elliott Survey, Abstract No. 77, J. Lockhart Survey, Abstract No. 134, J.M. Allen Survey, Abstract No. 2, W.H. Baird Survey, Abstract No. 25, and the R.B. Irvine Survey, Abstract No. 120, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point on the North line of Interstate Highway No. 30, said point being the Southeast corner of Industrial Addition, an addition to the City of Rockwall, a point for corner.

THENCE, N. $30^{\circ} 45'$ E., leaving the said North line of Interstate Highway No. 30, and along the Easterly line of Industrial Addition and the Present City Limits Line, a distance of 806.00 feet to a point for corner.

THENCE, N. $0^{\circ} 15'$ W., along the East line of Industrial Addition and Present City Limits Line, a distance of 617.00 feet to the Northeast corner of Industrial Addition, a point for corner.

THENCE, West, along the North line of Industrial Addition, and Present City Limits Line, a distance of 420.00 feet to the Northwest corner of Industrial Addition, a point for corner.

THENCE, North, leaving the said Northwest corner of Industrial Addition, and along the Present City Limits Line, a distance of 2107.05 feet to a point on the North line of the M.K.&T. Railroad, a point for corner.

THENCE, N. $88^{\circ} 37' 38''$ E., along the North line of the M.K.&T. Railroad, the Present City Limits Lane, and the South line of Rockwall Service Center and Park Addition, an Addition to the City of Rockwall, a distance of 1863.92 feet to the Southeast corner of the Rockwall Service Center and Park Addition, a point for corner.

THENCE, S. $0^{\circ} 15' 38''$ E., leaving the said Southeast corner of the Rockwall Service Center and Park Addition, a distance of 100.00 feet to a point on the South line of the M.K.&T. Railroad, a point for corner.

THENCE, N. $88^{\circ} 37' 38''$ E., along the South line of the M.K.&T. Railroad, a distance of 5353.91 feet to a point on the West line of F.M. Road NO. 549, said point being 40 feet West and parallel to the Centerline of F.M. Road No. 549, a point for corner.

THENCE, S. $1^{\circ} 52' 40''$ E., along the West line of F.M. Road No. 549, and being 40 feet from and parallel to center line of F.M. Road No. 549, a distance of 1116.58 feet to a point for corner.

THENCE, N. $73^{\circ} 51'$ E., along a line, being 450 feet North and parallel to the Centerline of Interstate Highway No. 30, a distance of 1152.28 feet to a point for corner.

THENCE, S. $1^{\circ} 52' 40''$ E., a distance of 464.33 feet to a point in the Centerline of Interstate Highway No. 30, a point for corner.

THENCE, N. $73^{\circ} 51'$ E., along the said Centerline of Interstate Highway No. 30, a distance of 671.86 feet to a point for corner.

THENCE, S. $1^{\circ} 52' 40''$ E., leaving the said Centerline of Interstate Highway No. 30, a distance of 464.33 feet to a point being 450 feet South and parallel to the centerline of Interstate Highway No. 30, a point for corner.

THENCE, S. $73^{\circ} 51' W.$, along a line being 450 feet South and parallel to the Centerline of Interstate Highway No. 30, a distance of 1824.74 feet to a point on the West line of F.M. Road No. 549, and being 40 feet West and parallel to the Centerline of F.M. Road No. 549, a point for corner.

THENCE, S. $1^{\circ} 52' 40''$ E., along the West line of F.M. Road No. 549, being 40 feet West and parallel to the Centerline of F.M. Road No. 549, a distance of 4402.64 feet to a point for corner.

THENCE, S. $89^{\circ} 44'$ W., along a line being 210 feet South and parallel to the Centerline of State Highway No. 276, a distance of 3898.51 feet to a point on the East line of the Present City Limits, per Ordinance No. 74-32, a point for corner.

THENCE, along the Present City Limits Line per Ordinance No. 74-32, the following:

N. $0^{\circ} 13'$ E., a distance of 270 feet to a point on the North line of State Highway No. 276, a point for corner.

S. $89^{\circ} 38'$ E., along the North line of State Highway No. 276, a distance of 379.83 feet to a point for corner.

N. $0^{\circ} 53' 39''$ E., leaving the said North line of State Highway No. 276, a distance of 2660.47 feet to a point for corner.

N. $1^{\circ} 20' 24''$ E., a distance of 844.12 feet to a point on the South line of Interstate Highway No. 30, a point for corner.

S. $73^{\circ} 54' 08''$ W., along the South line of Interstate Highway No. 30, a distance of 543.11 feet to a point for corner.

S. $0^{\circ} 41' 33''$ W., leaving the said South line of Interstate Highway No. 30, a distance of 302.72 feet to a point for corner.

N. $89^{\circ} 08' 38''$ W., a distance of 171.00 feet to a point for corner.

N. $0^{\circ} 41' 33''$ E., a distance of 231.57 feet to a point on the South line of Interstate Highway No. 30, a point for corner.

N. $17^{\circ} 21' 06''$ W., leaving the said South line of Interstate Highway No. 30, a distance of 300.00 feet to a point on the North line of Interstate Highway No. 30, a point for corner.

N. $72^{\circ} 38' 54''$ E., along the said North line of Interstate Highway No. 30, a distance of 99.13 feet to a point for corner.

N. $0^{\circ} 56' 01''$ E., leaving the said North line of Interstate Highway No. 30, a distance of 1719.42 feet to a point for corner.

N. $88^{\circ} 55' 15''$ W., a distance of 816.29 feet to a point for corner.

S. $89^{\circ} 42' 05''$ W., a distance of 524.03 feet to a point for corner.

S. $0^{\circ} 33' 43''$ W., a distance 1675.91 feet to a point for corner.

S. $0^{\circ} 17' 39''$ E., a distance of 420.26 feet to a point on the North line of Interstate Highway No. 30, a point for corner.

South, leaving the said North line of Interstate Highway No. 30, a distance of 312.24 feet to a point on the South line of Interstate Highway No. 30, a point for corner.

S. $0^{\circ} 04' 13''$ E., leaving the said South line of Interstate Highway No. 30, a distance of 212.86 feet to a point for corner.

S. $89^{\circ} 09' 16''$ E., a distance of 21.86 feet to a point for corner.

S. $0^{\circ} 53' 32''$ W., a distance of 1777.54 feet to the Northwest corner of Houser Addition, an Addition to the City of Rockwall, a point for corner.

THENCE, along the North and West lines of the Houser Addition, the following:

N. $72^{\circ} 52' 50''$ W., a distance of 44.49 feet to a point for corner.

S. $67^{\circ} 02' 01''$ W., a distance of 68.05 feet to a point for corner.

S. $19^{\circ} 17' 07''$ W., a distance of 61.09 feet to a point for corner.

S. $59^{\circ} 58' 38''$ W., a distance of 55.78 feet to a point for corner.

N. $62^{\circ} 29' 12''$ W., a distance of 114.34 feet to a point for corner.

S. $86^{\circ} 58' 02''$ W., a distance of 100.39 feet to the Northwest corner of Houser Addition, a point for corner.

S. $0^{\circ} 21' 16''$ W., a distance of 679.98 feet to a point for corner.

N. $87^{\circ} 19' 26''$ E., a distance of 286.84 feet to a point for corner.

S. $2^{\circ} 35' 41''$ E., a distance of 185.00 feet to a point on the North line of State Highway No. 276, said point being the Southwest corner of Houser Addition, a point for corner.

THENCE, S. $1^{\circ} 36' 11''$ E., leaving the said North line of State Highway No. 276, a distance of 120.00 feet to a point on the South line of State Highway No. 276, a point for corner.

THENCE, along the South line of State Highway No. 276, and the Present City Limits per Ordinance No. 74-32 the following:

Around a curve to the left, in a Westerly direction, and along the South line of State Highway No. 276, having a central angle of $0^{\circ} 23' 49''$, a radius of 5774.58 feet, a distance of 40.00 feet to the end of said curve, a point for corner.

S. $88^{\circ} 00'$ W., continuing along the South line of State Highway No. 276, a distance of 565.51 feet to a point for corner.

N. $0^{\circ} 43' 20''$ W., leaving the said South line of State Highway No. 276, a distance of 162.40 feet to a point on the North line of State Highway No. 276, a point for corner.

THENCE, along the West line of High School Drive and the Present City Limits per Ordinance No. 74-32 the following:

N. $6^{\circ} 05' 22''$ E., a distance of 81.09 feet to the beginning of a curve to the left having a central angle of $48^{\circ} 19' 34''$, and a radius of 231.61 feet to a point for corner.

Around said curve, a distance of 195.35 feet to the end of said curve, a point for corner.

N. $42^{\circ} 14' 52''$ W., a distance of 854.42 feet to a point for corner.

N. $42^{\circ} 11' 22''$ W., a distance of 1040.00 feet to a point for corner.

THENCE, North, a distance of 35.00 feet to a point on the Centerline of High School Drive, and also being on the Southwest line of Bodin Industrial tract, an addition to the City of Rockwall, a point for corner.

THENCE, S. $43^{\circ} 02' 56''$ E., along the Centerline of High School Drive, and the Southwest line of Bodin Industrial tract, a distance of 1750.00 feet to the Southeast corner of Bodin Industrial tract, a point for corner.

THENCE, along the East line and North line of Bodin Industrial Tract the following:

N. $0^{\circ} 06' 26''$ E., leaving the said Centerline of High School Drive, a distance of 1779.68 feet to a point for corner.

S. $89^{\circ} 53' 34''$ W., a distance of 191.42 feet to a point for corner.

N. $0^{\circ} 06' 26''$ E., a distance of 426.15 feet to a point on the South line of Interstate Highway No. 30, a point for corner.

S. $73^{\circ} 15' 32''$ W., along the South line of Interstate Highway No. 30, a distance of 1060.00 feet to a point for corner.

THENCE, North, leaving the said South line of Interstate Highway No. 30, a distance of 311.07 feet to a point on the North line of Interstate Highway No. 30, a point for corner.

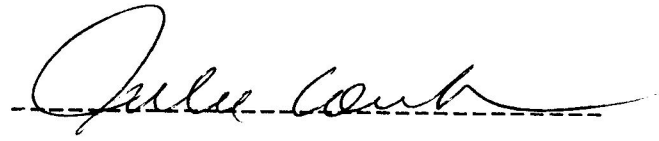
THENCE, N. $74^{\circ} 40'$ E., along the North line of Interstate Highway No. 30, a distance of 82.26 feet to the PLACE OF BEGINNING and containing 794.230 acres of land. See exhibit "A" attached.

CERTIFICATION

I, Julie Couch, City Secretary of the City of Rockwall, Texas, hereby certify that the attached is a true and correct copy of Ordinance 85-69, passed and approved by the City Council of the City of Rockwall, Texas, on December 3, 1985.

CERTIFIED AND SIGNED this the 11th day of December, 1985.

seal

A handwritten signature in cursive script, reading "Julie Couch", written over a horizontal dashed line.

Julie Couch
City Secretary

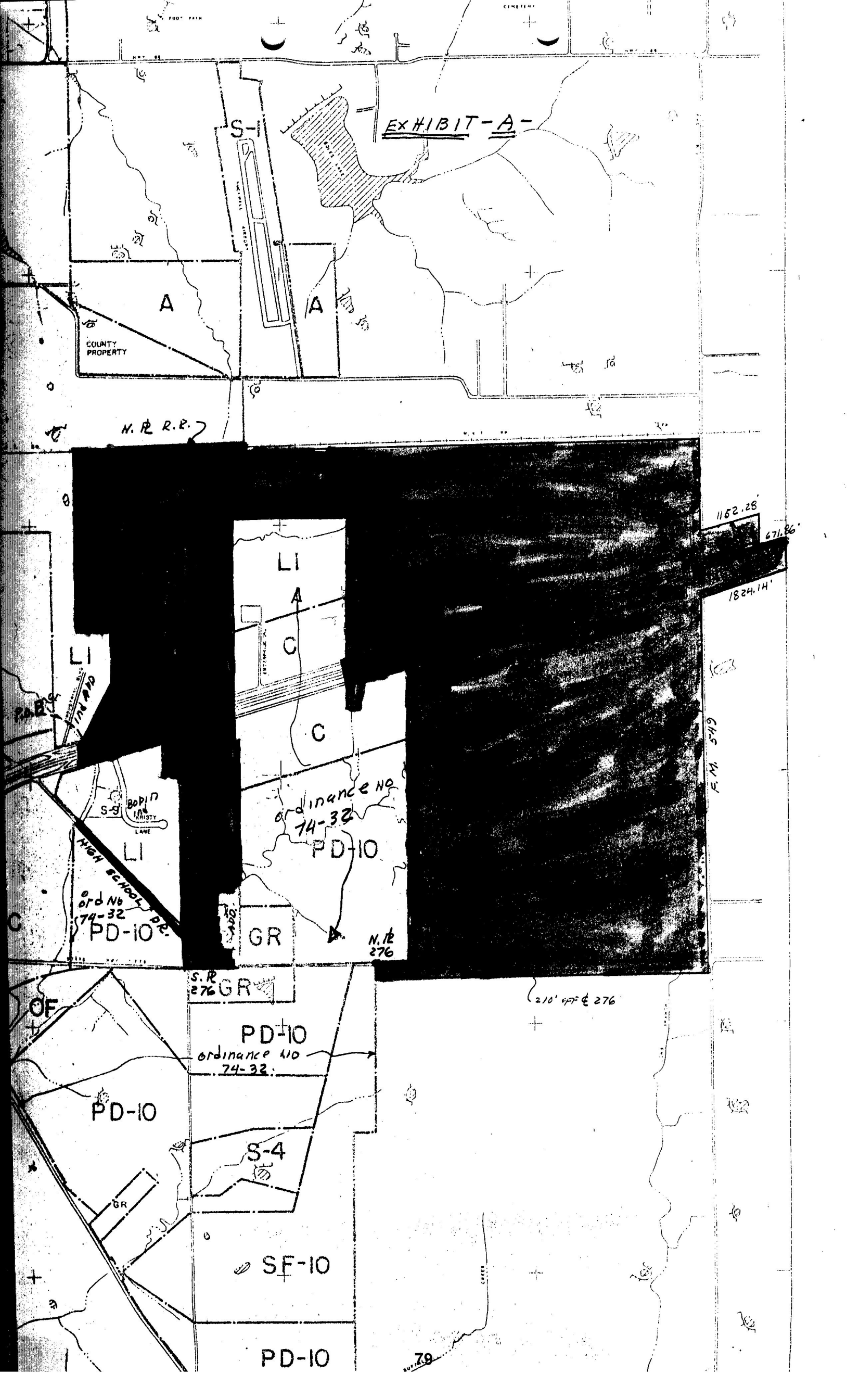


EXHIBIT-A

A

A

COUNTY PROPERTY

N. R. R. P.

1152.28'

671.86'

1824.14'

549'

LI

A

C

C

Ordinance No 74-32

PD-10

GR

N. 12 276

S. R. 276

PD-10

Ordinance No 74-32

PD-10

S-4

SF-10

PD-10

210' off of 276

ORDINANCE NO. 86-24

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the hereinafter described land has filed a petition stating that it desires annexation thereof to the City of Rockwall, and

WHEREAS, it has presented a written petition to that effect to the City Council and has attached thereto an affidavit that there are no qualified voters in said territory and that the person signing the petition was the agent and attorney-in-fact for the owner of the land in said territory; and

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required under the provisions of Article 970a of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

SECTION 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended

to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

SECTION 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 19th day of May, 1986.

APPROVED:


Mayor

ATTEST:


City Secretary

1st reading 4/7/86


2nd reading 4/19/86

23.313 ACRE SERVICE PLAN


The area in question is being annexed on a petition from Johnnie W. Ray, William H. Way and Richard Harris. Police, fire protection and solid waste collection will be available upon annexation of the property. All capital improvements, including water facilities and wastewater facilities, will be constructed by the property owner at the property owner's expense as required for all subdivisions within the City. The City shall maintain all City owned facilities or services which it may construct in the area in the future. At this time there are no municipally owned facilities in this area.

This service Plan was approved as part of Ordinance No. 86-24 annexing the area described therein, and is hereby approved as part of this ordinance on this 19th day of May, 1986.

APPROVED:


Mayor

ATTEST:


City Secretary

1st reading _____

2nd reading _____

BEING all that tract of land in Rockwall County, Texas, a part of the R. B. Irvine Survey, A-120, and being all of that call 20.136 acre tract of land as described in Volume 215, Page 201, Rockwall County Deed Records, and being all of that called 3 acre tract of land as described in Volume 215, Page 218, Rockwall County Deed Records, and being further described as follows:

BEGINNING at the Southwest corner of said 20.136 acre tract, said point being the intersection of the North Line of U. S. Highway 67 (IH -30) with the East line of F.M. 549, a wooden right-of-way marker found for corner;

THENCE along the East line of F.M. 549 as follows:

North 08 deegreed 50 minutes West, 461.36 feet to a wooden right-of-way marker found for corner;

North 00 degrees 19 minutes 30 seconds West, 215.98 feet to the Northwest corner of said 3 acre tract, said point also being the Southwest said 2 acre tract conveyed to Charles H. Nuytten as recorded in Volume 132, Page 161, Rockwall County Deed Records, a round steel post found for corner;

THENCE South 80 degrees 57 minutes 40 seconds East, 435.26 feet to the Southeast corner of said 2 acre Charles H. Nuytten tract, a $\frac{1}{4}$ " steel rod found for corner;

THENCE North 00 degrees 21 minutes 30 seconds West, 199.88 feet to the Northeast corner of said 2 acre Charles H. Nuytten tract, a $\frac{1}{2}$ " steel rod found for corner;

THENCE North 89 degrees 59 minutes East, 1242.28 feet to the Northeast corner of said 20.316 acre tract, said point also being the Northwest corner of a 2 acre tract of land conveyed to Mike Stafford as recorded in Volume 140, Page 202, Rockwall County Deed Records, a $\frac{1}{2}$ " steel rod found for corner;

THENCE South 00 degrees 37 minutes East, 424.54 feet to the Southeast corner of said 20.136 acre tract, said point also being the Southwest corner of said 2 acre Mike Stafford tract, said point also being on the North line of U. S. Highway 67 (IH -30), an "X" chilsed in concrete found for corner;

THENCE along the North line of U. S. Highway 67 (IH-30), as follows:
South 73 degrees 24 minutes 10 seconds West, 1172.44 feet to a concrete right-of-way marker;
South 79 degrees 22 minutes 10 seconds West, 302.03 feet to a concrete right-of-way marker;
South 73 degrees 14 minutes 40 seconds West, 196.64 feet to the point of beginning, containing 23.313 acres of land.

ANNEXATION PETITION

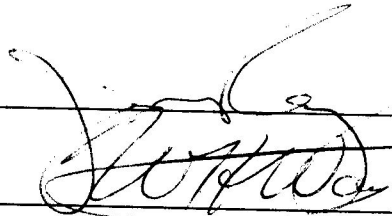
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROCKWALL, TEXAS.

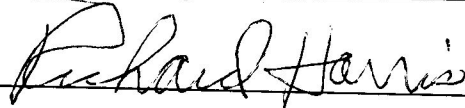
The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include the following described territory, to-wit:

"See attached Exhibit "A" attached hereto."

We certify that the above described tract of land is contiguous and adjacent to the City of Rockwall, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

PASSED THIS 7 day of FEB, 1986.

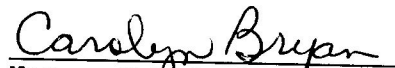




THE STATE OF TEXAS
COUNTY OF ROCKWALL, TEXAS

Before me, the undersigned authority, on this day personally appeared JOHNNIE W. RAY, WILLIAM H. WAY and RICHARD HARRIS known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 7 day of FEB, 1986.



Notary Public in and for
Rockwall County, Texas

Commission expires: 10-11-87

ORDINANCE NO. 86-24

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owner of the hereinafter described land has filed a petition stating that it desires annexation thereof to the City of Rockwall, and

WHEREAS, it has presented a written petition to that effect to the City Council and has attached thereto an affidavit that there are no qualified voters in said territory and that the person signing the petition was the agent and attorney-in-fact for the owner of the land in said territory; and

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required under the provisions of Article 970a of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

SECTION 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended

to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

SECTION 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

SECTION 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 19th day of May, 1986.

APPROVED:


Mayor

ATTEST:


City Secretary

1st reading 4/7/86


2nd reading 4/19/86

23.313 ACRE SERVICE PLAN

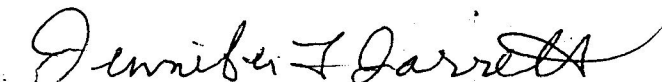
The area in question is being annexed on a petition from Johnnie W. Ray, William H. Way and Richard Harris. Police, fire protection and solid waste collection will be available upon annexation of the property. All capital improvements, including water facilities and wastewater facilities, will be constructed by the property owner at the property owner's expense as required for all subdivisions within the City. The City shall maintain all City owned facilities or services which it may construct in the area in the future. At this time there are no municipally owned facilities in this area.

This service Plan was approved as part of Ordinance No. 86-24 annexing the area described therein, and is hereby approved as part of this ordinance on this 19th day of May, 1986.

APPROVED:


Mayor

ATTEST:


City Secretary

1st reading _____

2nd reading _____

STATE OF TEXAS
COUNTY OF ROCKWALL

EXHIBIT "A"

BEING all that tract of land in Rockwall County, Texas, a part of the R. B. Irvine Survey, A-120, and being all of that call 20.136 acre tract of land as described in Volume 215, Page 201, Rockwall County Deed Records, and being all of that called 3 acre tract of land as described in Volume 215, Page 218, Rockwall County Deed Records, and being further described as follows:

BEGINNING at the Southwest corner of said 20.136 acre tract; said point being the intersection of the North Line of U. S. Highway 67 (IH -30) with the East line of F.M. 549, a wooden right-of-way marker found for corner;

THENCE along the East line of F.M. 549 as follows:

North 08 degrees 50 minutes West, 461.36 feet to a wooden right-of-way marker found for corner;

North 00 degrees 19 minutes 30 seconds West, 215.98 feet to the Northwest corner of said 3 acre tract, said point also being the Southwest said 2 acre tract conveyed to Charles H. Nuytten as recorded in Volume 132, Page 161, Rockwall County Deed Records, a round steel post found for corner;

THENCE South 80 degrees 57 minutes 40 seconds East, 435.26 feet to the Southeast corner of said 2 acre Charles H. Nuytten tract, a $\frac{1}{2}$ " steel rod found for corner;

THENCE North 00 degrees 21 minutes 30 seconds West, 199.88 feet to the Northeast corner of said 2 acre Charles H. Nuytten tract, a $\frac{1}{2}$ " steel rod found for corner;

THENCE North 89 degrees 59 minutes East, 1242.28 feet to the Northeast corner of said 20.316 acre tract, said point also being the Northwest corner of a 2 acre tract of land conveyed to Mike Stafford as recorded in Volume 140, Page 202, Rockwall County Deed Records, a $\frac{1}{2}$ " steel rod found for corner;

THENCE South 00 degrees 37 minutes East, 424.54 feet to the Southeast corner of said 20.136 acre tract, said point also being the Southwest corner of said 2 acre Mike Stafford tract, said point also being on the North line of U. S. Highway 67 (IH -30), an "X" chisled in concrete found for corner;

THENCE along the North line of U. S. Highway 67 (IH-30), as follows:

South 73 degrees 24 minutes 10 seconds West, 1172.44 feet to a concrete right-of-way marker;

South 79 degrees 22 minutes 10 seconds West, 302.03 feet to a concrete right-of-way marker;

South 73 degrees 14 minutes, 40 seconds West, 196.64 feet to the point of beginning, containing 23.313 acres of land.

ANNEXATION PETITION

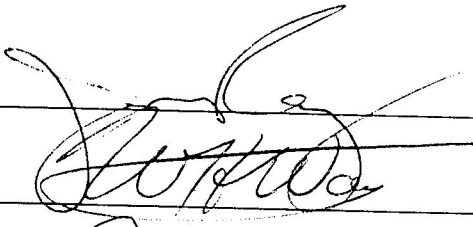
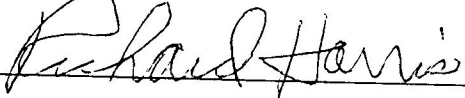
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROCKWALL, TEXAS.

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include the following described territory, to-wit:

"See attached Exhibit "A" attached hereto."

We certify that the above described tract of land is contiguous and adjacent to the City of Rockwall, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.


PASSED THIS 7 day of FEB, 1986.

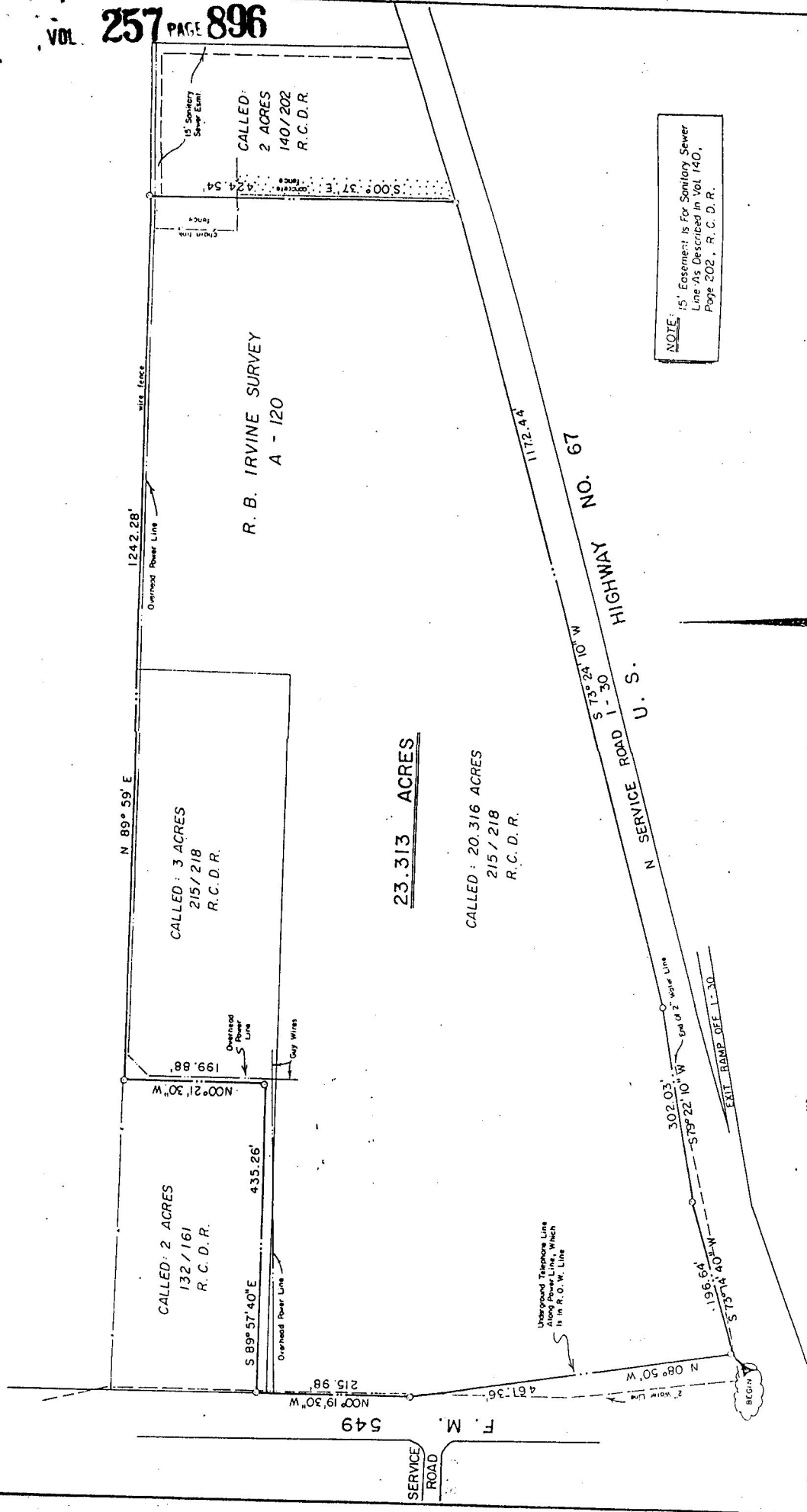
THE STATE OF TEXAS
 COUNTY OF ROCKWALL, TEXAS

Before me, the undersigned authority, on this day personally appeared JOHN W. RAY, WILLIAM H. WAY and RICHARD HARRIS known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 7 day of FEB, 1986.


 Notary Public in and for
 Rockwall County, Texas

Commission expires: 10-11-87



The plat as shown hereon is a true and accurate representation, to the best of my knowledge and belief, of the property as determined by an on-the-ground survey performed under my supervision during the month of February, 1985.

11 February 1985

NOTE: Blockland Water Supply Line Taken From Engineer's Data 1966. Check With Water Supply Corp for Any Changes Or Additions Since 1966.

Dan B. Ramsey
R. P. S. No. 4172

BOUNDARY SURVEY					
PART OF THE R.B. IRVINE SURVEY, A - 120 ROCKWALL COUNTY, TEXAS					
VANNOY & ASSOC., INC. Surveyors / Planners					
OFFICE	PROJECT	DRAWN	CHECK	SCALE	DATE
T	B30	C.K.S.	D.B.R.	1" = 100'	2/11/85
				MEMO	PAGE
				226-0180 (214) 563-7101	1/1

ORDINANCE NO. 86-37

AN ORDINANCE OF THE CITY OF ROCKWALL, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF ROCKWALL, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS AND GRANTING TO ALL INHABITANTS AND OWNERS OF PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING INHABITANTS BY ALL THE ACTS, ORDINANCES, AND REGULATIONS OF SAID CITY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, after development and presentation of a service plan for said territory and after holding public hearings required within the times prescribed under the provisions of Article 970a of the Revised Civil Statutes of the State of Texas; and

WHEREAS, the following described territory is land adjoining the present City Limits of the City of Rockwall, and the members of the City Council of the City of Rockwall have concluded that said area should be annexed and made a part of the City of Rockwall, Texas,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Rockwall, Texas:

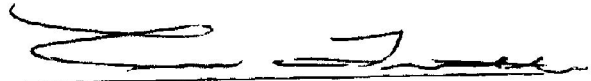
Section 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall be included within the territorial limits of said City, and the inhabitants thereof hereafter shall be entitled to all rights and privileges of other citizens of the City and shall be bound by all the acts, ordinances and regulations of said City. That the territory annexed hereby is more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Section 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said City, and should any portion of the territory not be subject to legal annexation of the City of Rockwall, such fact will not prevent the City from annexing said territory which is described in Exhibit "A" and is subject to legal annexation, it being the intention of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of such area.

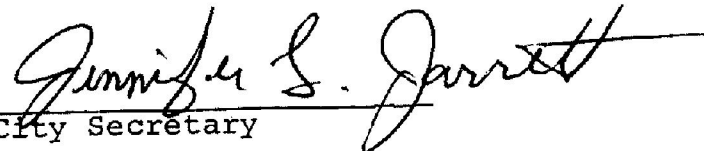
Section 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the City Council of the City of Rockwall, Texas, on the 19th day of May, 1986.

APPROVED:


Mayor

ATTEST:

BY: 
City Secretary

1st reading 5/5/86

2nd reading 5/19/86

PROPOSED SERVICE PLAN

534.948 Acres

Police and fire protection will be available to the above described tracts upon annexation and the provision of adequate access to the undeveloped tracts. Solid waste collection will be available at the time of annexation and construction of adequate streets.

Adequate street access, water facilities, and wastewater facilities will be made available to the above tracts that do not currently have such at the time the property develops. Such facilities will be provided at the developer's expense consistent with current City policies.

This Service Plan is proposed as a part of an Ordinance annexing the above described area.

APPROVED:

ATTEST:

BY:

Jennifer S. Jarrett

[Signature]
Mayor

25.333 acre Annexation

BEING, a tract of land situated in the W.T. Deweese Survey, Abstract No. 71, T.R. Bailey Survey, Abstract No. 30, and the J. Strickland Survey, Abstract No. 187, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at the intersection of the North City Limits Line of the City of Rockwall with the West line of State Highway No. 205, said point being located at Texas Highway Department Station 111 + 22 on said Highway, a point for corner.

THENCE, along the West line of State Highway No. 205, the following:

N. 2° 18' W., a distance of 1538.00 feet to a point for corner.

N. 46° 42' 55" W., a distance of 140.00 feet to a point for corner.

N. 42° 06' 55" E., a distance of 140.00 feet to a point for corner.

N. 2° 18' W., a distance of 542.00 feet to the beginning of a curve to the left having a central angle of 20° 14', a radius of 2815.03 feet, a point for corner.

Around said curve, a distance of 994.10 feet to the end of said curve, a point for corner.

N. 22° 32' W., a distance of 751.40 feet to the beginning of a curve to the right having a central angle of 19° 56', a radius of 2915.23 feet, a point for corner.

Around said curve, a distance of 1014.22 feet to the end of said curve, a point for corner.

N. 2° 36' W., a distance of 961.00 feet to a point for corner.

THENCE, N. 87° 24' E., leaving the West line of State Highway No. 205, a distance of 100.00 feet to a point on the East line of State Highway No. 205, a point for corner.

THENCE, along the East line of State Highway No. 205, the following:

S. 2° 36' E., a distance of 961.00 feet to the beginning of a curve to the left having a central angle of 19° 56', a radius of 2815.23 feet, a point for corner.

Around said curve, a distance of 979.42 feet to the end of said curve, a point for corner.

S. $22^{\circ} 32'$ E., a distance of 751.40 feet to the beginning of a curve to the right having a central angle of $20^{\circ} 14'$, a radius of 2915.03 feet, a point for corner.

Around said curve, a distance of 1029.41 feet to the end of said curve, a point for corner.

S. $2^{\circ} 18'$ E., a distance of 188.39 feet to a point for corner.

THENCE, N. $87^{\circ} 33' 22''$ E., leaving the said East line of State Highway No. 205, a distance of 213.71 feet to a point for corner.

THENCE, S. $5^{\circ} 32' 09''$ E., a distance of 416.26 feet to a point in the center of F.M. Road No. 552, a point for corner.

THENCE, S. $2^{\circ} 18'$ E., being 337.48 feet East and parallel to the West line of State Highway No. 205, a distance of 1690.09 feet to a point on the existing North City Limit Line, a point for corner.

THENCE, West, along the existing North City Limit Line, a distance of 337.48 feet to the PLACE OF BEGINNING, and containing 25.333 acres of land.

0.578 acre Annexation

BEING, a tract of land situated in the M.B. Jones Survey, Abstract No.122, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point on the North line of State Highway No. 66, said point being S. $35^{\circ} 38'$ W., a distance of 146.00 feet, N. $89^{\circ} 52'$ W., a distance of 1271.00 feet from the point of intersection of the North line of State Highway No. 66, with the West line of F.M. Road No. 1141, a point for corner.

THENCE, N. $89^{\circ} 52'$ W., along the North line of State Highway No. 66, a distance of 203.00 feet to a point for corner.

THENCE, N. $0^{\circ} 08'$ E., leaving the said North line of State Highway No. 66, a distance of 124.00 feet to a point for corner.

THENCE, S. $89^{\circ} 42'$ E., a distance of 203.00 feet to a point for corner.

THENCE, S. $0^{\circ} 08'$ W., a distance of 124.00 feet to the PLACE OF BEGINNING, and containing 0.578 acres of land.

BEING, a tract of land situated in the D. Harr Survey, Abstract No. 102, G.W. Ridlin Survey, Abstract No. 183, and the N. Butler Survey, Abstract No. 20, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point on the South line of State Highway No. 66, said point being the Northwest corner of Rockwall Municipal Airport Addition, a point for corner.

THENCE, along the West line of Rockwall Municipal Airport Addition the following:

S. $8^{\circ} 59' 35''$ E., leaving the South line of State Highway No. 66, a distance of 724.13 feet to a point for corner.

S. $83^{\circ} 30' 12''$ W., a distance of 146.10 feet to a point for corner.

S. $6^{\circ} 35' 23''$ E., a distance of 1525.79 feet to a point for corner.

N. $89^{\circ} 55' 07''$ E., a distance of 102.24 feet to a point for corner.

South, a distance of 303.50 feet to a point on the existing City Limit Line, a point for corner.

THENCE, N. $89^{\circ} 30'$ W., along the existing City Limit Line, a distance of 218.42 feet to a point for corner.

THENCE, N. $6^{\circ} 35' 23''$ W., a distance of 2567.16 feet to a point on the South line of State Highway No. 66, a point for corner.

THENCE, S. $89^{\circ} 43' 31''$ E., along the South line of State Highway No. 66, a distance of 267.65 feet to the PLACE OF BEGINNING and containing 11.623 acres of land.

20.821 acre Annexation

BEING, a tract of land situated in the N. Butler Survey, Abstract No. 20, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point on the North line of Airport Road, said point being the Southwest corner of Rockwall Municipal Airport Addition, a point for corner.

THENCE, N. $89^{\circ} 50'$ W., along the North line of Airport Road, a distance of 1964.40 feet to a point for corner.

THENCE, N. $0^{\circ} 38'$ W., along the East line of Aluminum Plant Road, a distance of 660.20 feet to a point for corner.

THENCE, East, leaving Aluminum Plant Road, a distance of 661.20 feet to a point for corner.

THENCE, S. $63^{\circ} 00'$ E., a distance of 796.00 feet to a point for corner.

THENCE, S. $70^{\circ} 45'$ E., a distance of 138.00 feet to a point for corner.

THENCE, S. $73^{\circ} 13'$ E., a distance of 236.00 feet to a point for corner.

THENCE, S. $76^{\circ} 00'$ E., a distance of 243.50 feet to a point on the West line of Rockwall Municipal Airport Addition, a point for corner.

THENCE, S. $2^{\circ} 00'$ E., along the said West line of Rockwall Municipal Airport Addition, a distance of 132.00 feet to the PLACE OF BEGINNING and containing 20.821 acres of land.

6.527 acre Annexation

BEING, a tract of land situated in the J. Smith Survey, Abstract No. 200, and the E. Teal Survey, Abstract No. 207, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point in the center of F.M. Road No. 3097, said point being the South corner of O.L. Steger tract, and the West corner of Epic Inc. tract, a point for corner.

THENCE, S. 44° 54' 44" W., a distance of 40.00 feet to a point on the Southwest line of F.M. Road No. 3047, a point for corner.

THENCE, along the Southwest line of F.M. Road No. 3097, the following:

N. 43° 32' W., a distance of 282.00 feet to a point for corner.

N. 44° 37' W., a distance of 467.60 feet to a point for corner.

THENCE, N. 89° 52' 32" E., leaving the said Southwest line of F.M. Road No. 3097, a distance of 1060.65 feet to a point on the Northwest line of Epic Inc. tract, a point for corner.

THENCE, S. 44° 54' 44" W., along the Northwest line of Epic Inc. tract, a distance of 722.01 feet to the PLACE OF BEGINNING, and containing 6.527 acres of land.