



## Filing Receipt

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**Control Number - 52551**  
**ItemNumber - 18**

**P.U.C. DOCKET NO. 52551**

<b>PETITION BY BLACKLAND WATER</b>	<b>§</b>	
<b>SUPPLY CORPORATION AND THE CITY</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>OF ROCKWALL, TEXAS TO</b>	<b>§</b>	
<b>DECERTIFICATE PORTIONS OF A</b>	<b>§</b>	<b>OF TEXAS</b>
<b>CERTIFICATE OF CONVENIENCE AND</b>	<b>§</b>	
<b>NECESSITY UNDER TEXAS WATER</b>	<b>§</b>	
<b>CODE § 13.254(a) IN ROCKWALL</b>	<b>§</b>	
<b>COUNTY</b>		

**PETITION OF BLACKLAND WATER SUPPLY CORPORATION AND CITY OF  
ROCKWALL TO DECERTIFY A PORTION OF BLACKLAND WSC'S SERVICE  
AREA UNDER TEXAS WATER CODE § 13.254(a) PURSUANT TO ORDER NO. 4**

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 removal of a portion of Blackland's retail water service area, pursuant to Texas Water Code (TWC) § 13.254(a).<sup>1</sup> Consistent with Order No. 4,<sup>2</sup> Petitioners timely file this amended application. 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).

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

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

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<sup>1</sup> TWC § 13.254(a) (providing, in part, that Commission may amend service area "with the written consent of the certificate holder," among other conditions).

<sup>2</sup> Order No. 4 (Feb. 25, 2022) ("severance order") (AIS Item No. 17).

these matters be brought to the Commission, requesting assistance in implementation consistent with applicable provisions of the Texas Water Code.<sup>3</sup> Petitioners bring two agreements to be processed as an unopposed request for 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....” Blackland has clearly expressed its written consent in each of the underlying agreements and in this jointly filed petition, retail water service has been reliably provided by the City, an entity well-qualified to continue service, each area subject to this request is within the City’s corporate limits, no person has objected to the agreements or to decertification, and Commission action to approve the relief requested would serve the public interest. Amendment of Blackland’s CCN would further serve the public interest by confirming and clarifying the extent of its CCN.

### **A. Background**

The City and Blackland are jointly requesting Commission<sup>4</sup> assistance in this petition, incorporating the following as background facts to the relief presented.

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,<sup>5</sup> 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 and in an accompanying proceeding, Docket No. 53262, *Petition Of Blackland Water Supply Corporation and the City of Rockwall for Approval to Amend Certificate of Convenience and*

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<sup>3</sup> *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....”).

<sup>4</sup> Other defined terms and acronyms utilized include “Commission” for the Public Utility Commission of Texas, “TCEQ” for the Texas Commission on Environmental Quality, “CCN” for certificate of convenience and necessity, and “ALJ” for administrative law judge.

<sup>5</sup> For reference, **Exhibit “B”** depicts the City’s corporate limits and delineates among the tracts annexed by color and by reference to the annexation ordinance (last two digits of the year followed by the ordinance number). In filings made before severance, this exhibit was designated Exhibit C. Re-designations made are to simplify this particular proceeding, consistent with the severance order.

*Necessity Under Texas Water Code § 13.255(a) in Rockwall County.*<sup>6</sup> Despite good faith efforts to locate or confirm whether the agreements had been approved by a regulatory agency with jurisdiction over the water CCN of Blackland, orders approving the removal of designated areas from Blackland's retail water service area 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 with requisite Commission approvals.

## **B. Agreements**

Two agreements are the subject of this request for decertification: a mediated settlement agreement before the TCEQ and a developer agreement. These are presented in chronological order of their creation.

### **1. Exhibit "C": Mediated Settlement Agreement (2005)**

First, attached as Exhibit C 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.*<sup>7</sup> This agreement resolved all issues related to Blackland's decertification of four tracts totaling approximately 857 acres, each of which was fully within the city limits of Rockwall,<sup>8</sup> 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 of the TCEQ has been located but the parties

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<sup>6</sup> This is the corrected and updated version of Exhibit A that was submitted as part of *Joint Petitioner's Supplemental Response to Commission Staff's Recommendation on Administrative Completeness* (Nov. 17, 2021). Additional maps are provided herein depicting each area to be decertified.

<sup>7</sup> In filings made before severance, this exhibit was designated Exhibit B-3. Re-designations made are to simplify this proceeding, consistent with the severance order.

<sup>8</sup> All annexations pre-date this agreement. As noted by cross-referencing Exhibit B 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 if 31.38 acres which were annexed in ordinances previously referenced, Nos. 85-69 (portion), 97-14 (parcel 3), and 98-20 (parcel 11).



assert that the conditions have been fulfilled and joint petitioners assert that the agreement should be fully implemented in this proceeding.

## **2. Exhibit “D”: Developer Agreement (2016)**

Second, an additional agreement between Blackland and a developer located within the city limits of the City in areas that also affected no then-existing customers, but which does not appear to have resulted in removal of the Blackland CCN area, at least according to the PUC’s CCN Viewer, is submitted for decertification: the “Agreement Concerning Retail Water Utility Service Areas (Airport Road)” dated September 26, 2016 between Blackland and Ridgecrest SF, Ltd., for release of 29.541 acres<sup>9</sup> within the City that had no customers in the area being released.<sup>10</sup> To the extent the 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.<sup>11</sup> Blackland has never provided retail water service in these areas and has allowed the City to provide service without amendment of the certificate.

### **C. Mapping Information**

Supplemental mapping information related to these agreements was filed on September 14, 2021 and on November 10 and 17, 2021,<sup>12</sup> but the following is re-submitted with this pleading with regard to the specific relief requested:

- **Exhibit “E”** depicts the specific areas addressed in the Exhibits C and D relative to Blackland’s present CCN boundaries that are subject to Petitioners’ joint request under TWC § 13.254(a).

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<sup>9</sup> Acreage for this agreement is specified with the “Legal Description” on the last page of Exhibit D.

<sup>10</sup> In filings made before severance, this exhibit was designated Exhibit D-1. Re-designations made are to simplify this proceeding, consistent with the severance order.

<sup>11</sup> See Exhibit D 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 added). Exhibit B also confirms the document’s assertion that the area was annexed in City Ordinance No. 98-10, parcel 9. While not signed by the City, the developer agreement expresses the joint petitioners’ intent, as affirmed by the petitioners’ subsequent actions and in this proceeding.

<sup>12</sup> 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).

- **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**,<sup>13</sup> which files are specifically identified as:

- 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 mapping submittals were deemed sufficient.<sup>14</sup> Petitioners incorporate these non-native files by reference as if re-submitted herein.

#### **D. Retail Water Service in Areas Affected**

The areas subject to this Petition are all within the corporate limits of City and are served by the City, thus, no other retail water utility is adversely affected and no retail customers of Blackland would be affected if relief requested is granted. The City operates Public Water System (PWS) No. TX1990001, a potable water system regulated by the TCEQ that is 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, adequate retail water utility service within the areas ceded by Blackland.

#### **E. Notice**

The facts establish that this proceeding is being brought jointly by the only two affected retail water service providers and that the affected customers have been receiving service from the

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<sup>13</sup> *Id.*

<sup>14</sup> Commission Staff’s Supplemental Recommendation on Administrative Completion and Notice (Feb. 22, 2022) at 2-4 (AIS Item No. 16); *see also* 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”).

City for some time. As such, notice to affected providers would be unnecessary. Likewise, no impacts to customers will occur if the relief is requested. 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.

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.<sup>15</sup>

Petitioners assert that no specific notice may be required and, if deemed to be required, good cause exists to waive notice requirements because retail water service has been continuously and adequately provided by the City in the areas subject to these agreements since no customers would be affected. If not waived, Petitioners assert that minimizing any notice requirements to the extent permissible would avoid confusion among retail water customers in the area. Petitioners are open to providing such notice as may be deemed appropriate by the Commission in order to resolve issues raised.

### **III. 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.<sup>16</sup> 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.

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<sup>15</sup> 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. Commission Staff's Supplemental Recommendation on Administrative Completion and Notice (Feb. 22, 2022) at 2-4 (AIS Item No. 16).

<sup>16</sup> 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").

#### IV. 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 decertification of specified portions addressed in the agreements presented herein from Blackland's CCN No. 11305 under TWC § 13.254(a);
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.

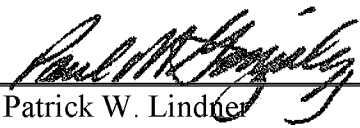
Respectfully submitted,

ABERNATHY ROEDER BOYD & HULLETT  
PC  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone (214) 544-4000  
Facsimile (214) 544-4044

DAVIDSON TROILO REAM & GARZA PC  
601 NW Loop 410, Suite 100  
San Antonio, Texas 78216  
Telephone (210) 349-6484  
Facsimile (210) 349-0041

By: /s/ G. Randal Hullett  
G. Randal Hullett  
State Bar No. 10258150  
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*Attorneys for Blackland Water Supply  
Corporation*

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*Attorneys for City of Rockwall*

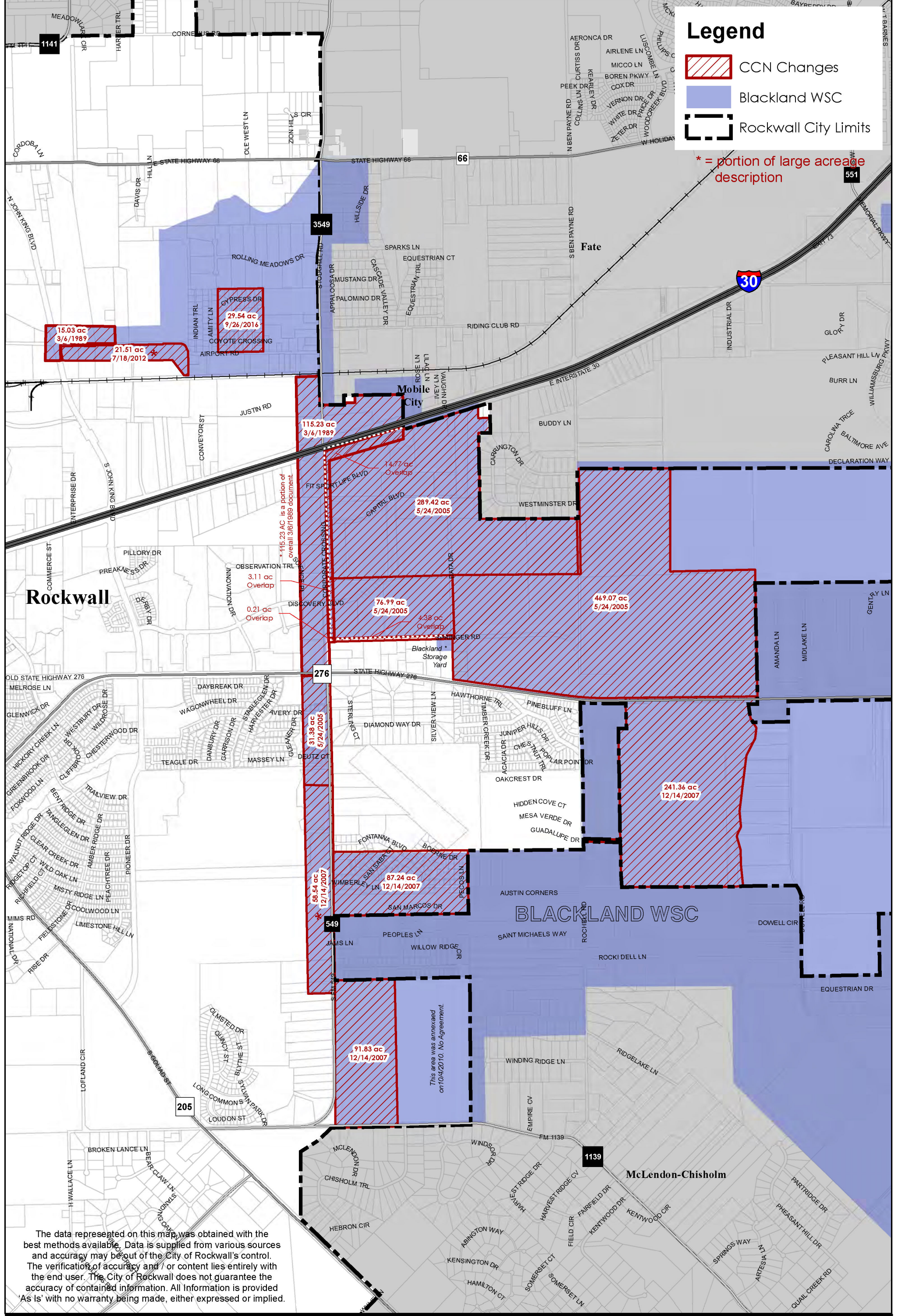
#### CERTIFICATE OF SERVICE

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 25<sup>th</sup> day of March 2022.

  
Paul M. González

## **EXHIBIT "A"**





Legend

CCN Changes

Blackland WSC

Rockwall City Limits

\* = portion of large acreage description

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"**





## **EXHIBIT “C”**

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

<b>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</b>	<b>BEFORE THE STATE OFFICE  OF  ADMINISTRATIVE HEARINGS</b>
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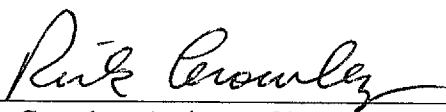
**MEDIATED SETTLEMENT AGREEMENT**

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:

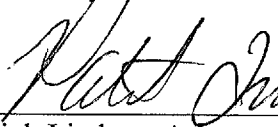
1. The City of Rockwall shall pay to Blackland Water Supply Corporation the sum of \$700,000 ("the payment") within 30 days of the approval of this agreement by the City of Rockwall City Council and the Blackland Water Supply Corporation Board of Directors.
2. By May 26, 2005, the City of Rockwall and 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.

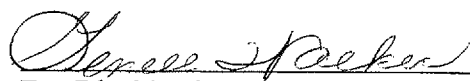
6. Following the approval of this agreement by the City Council of the City of Rockwall and the Board of Directors of Blackland Water Supply Corporation, and within five business days of the receipt of the payment to Blackland Water Supply Corporation, the City of Rockwall and Blackland Water Supply 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

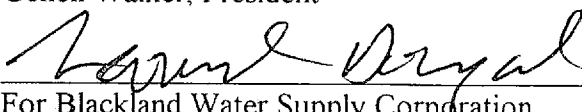
5-24-05  
Date

  
Patrick Lindner, Attorney  
For the City of Rockwall

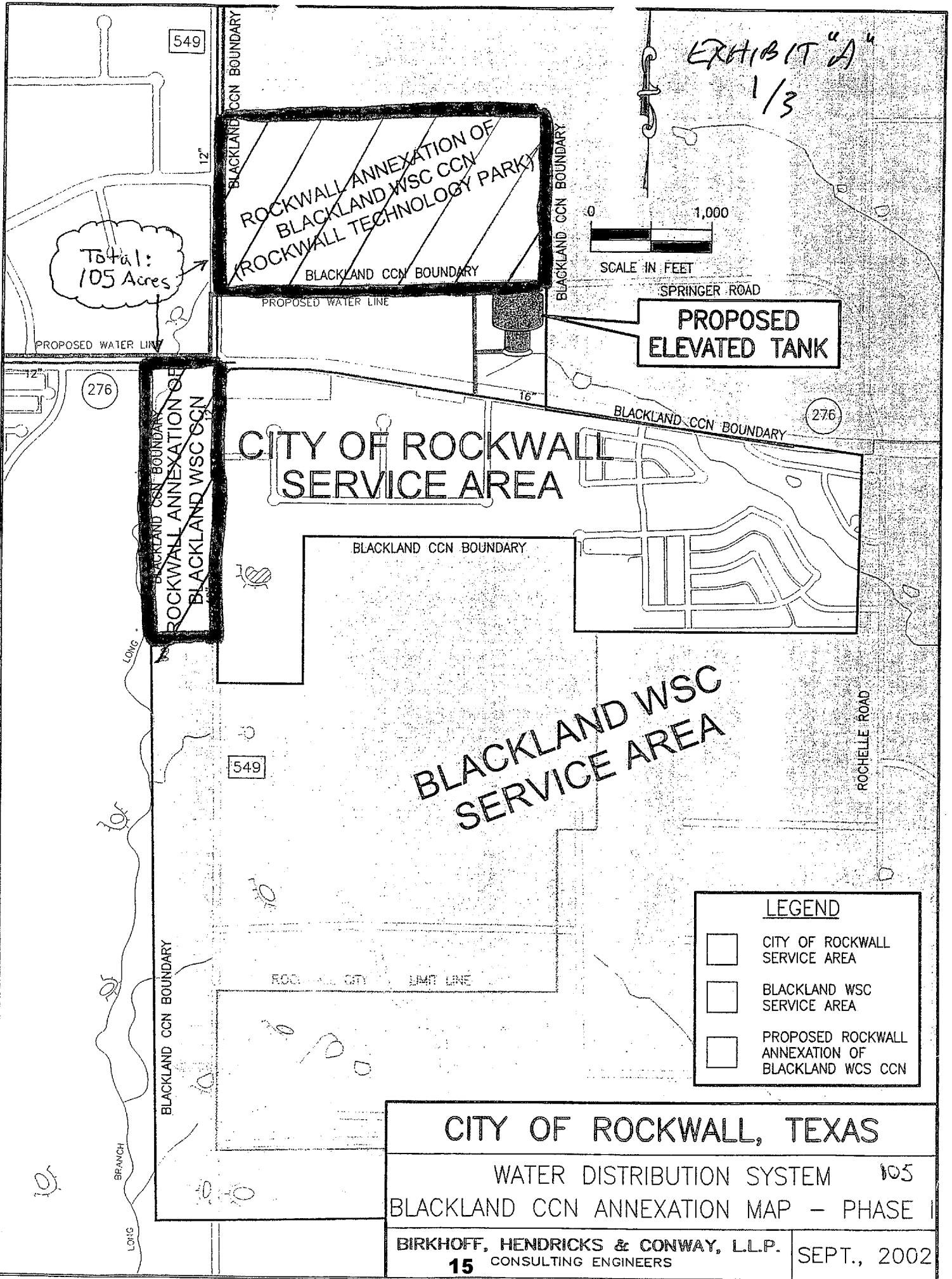
5-24-05  
Date

  
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

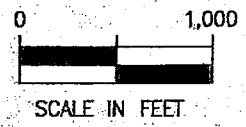
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SE 3A BLACKLAND WSC ACQUISITION (331 ACRES)

549

ROLLING MEADOWS

CITY OF FATE SERVICE AREA



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

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

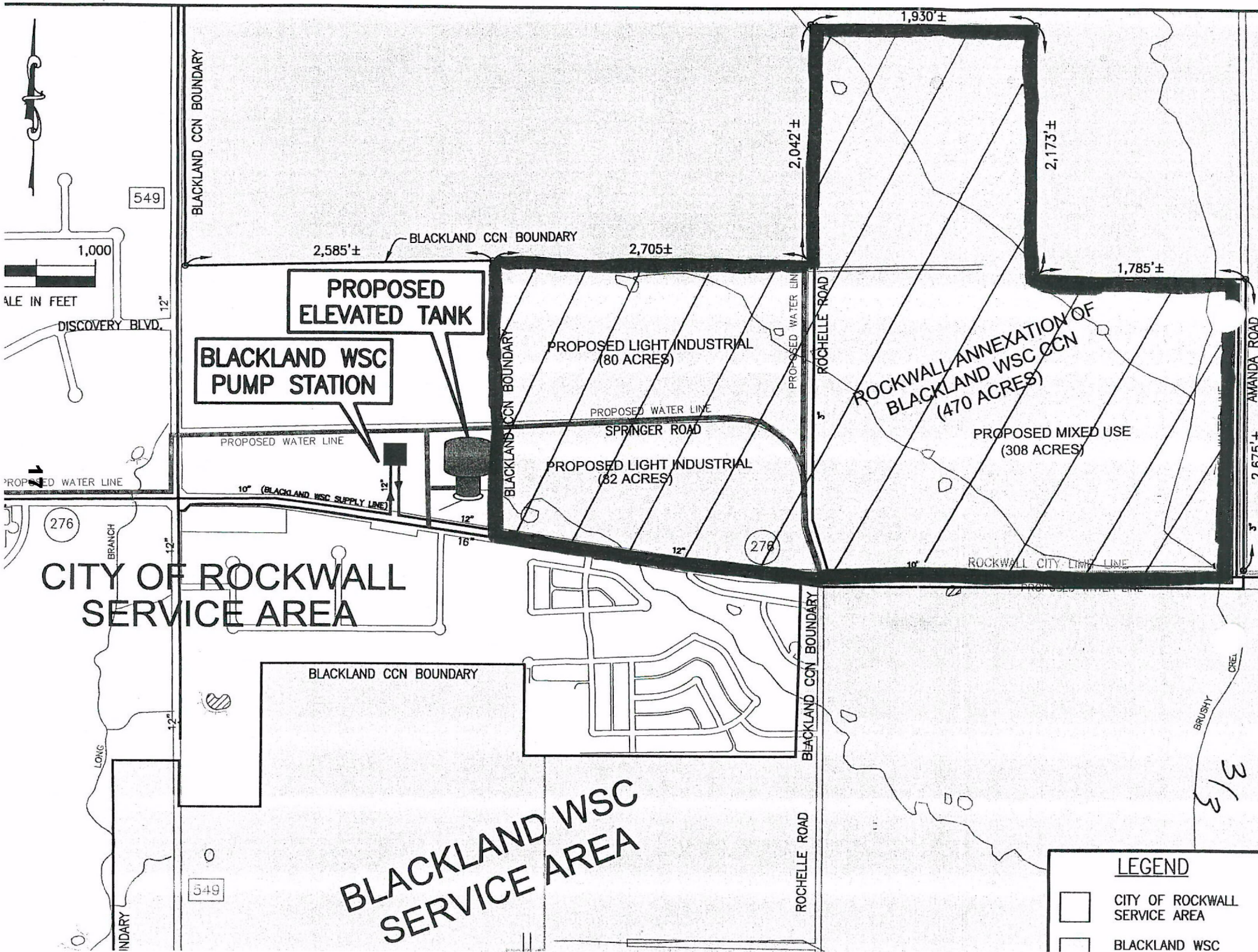
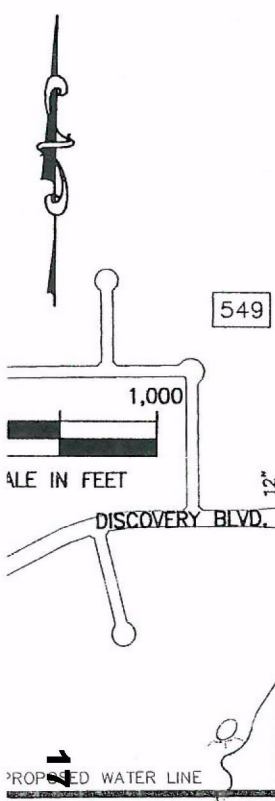
CITY OF ROCKWALL, TEXAS 282

WATER DISTRIBUTION SYSTEM  
BLACKLAND CCN ACQUISITION MAP - PHASE III

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

MAR., 2002





**LEGEND**

- CITY OF ROCKWALL SERVICE AREA
- BLACKLAND WSC

## **EXHIBIT “D”**

**AGREEMENT CONCERNING  
RETAIL WATER UTILITY SERVICE AREAS**

(Airport Road)

This Agreement Concerning Retail Water Utility Service Areas ("Agreement") is made and entered into on the 21<sup>st</sup> day of September 2016 (the "Effective Date") by and between Blackland Water Supply Corporation ("BWSC") and Ridgewood SE Ltd. ("Developer"). BWSC and Developer may collectively be referred to herein as the "Parties."

**RECITALS**

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

**WHEREAS**, the portions of BWSC's CCN area are located within the city limits of the City of Rockwall including the area of the Rockwall Lakeside Church of Christ Addition (the "Subdivision"), and the City desires to be the provider of retail water service to the Subdivision, under the terms set forth in this Agreement;

**WHEREAS**, Developer is developing the residential lots within the Subdivision; and

**WHEREAS**, the Developer and BWSC 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.

**AGREEMENT**

**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 Developer hereby agree as follows:

**1. Transfer Area and Compensation**

1.1 Transfer Area. The CCN area to be transferred to the City of Rockwall consists of a portion of the Subdivision in which BWSC is the certificated retail water provider. The area is specifically identified in the attached Exhibit "A," and is designated as the "Transfer Area."

1.2 Compensation to BWSC. To compensate BWSC for the loss of revenue and service rights in the Transfer Area, the Parties agree that Five Hundred dollars (\$500.00) per acre is just, adequate, and reasonable compensation to BWSC.

1.3 Payment. Within ten (10) business days of the Effective Date, the Developer shall pay to BWSC, by certified check, the full amount set forth in Paragraph 1.2. If the payment



is not timely made, this Agreement shall terminate and BWSC shall remain certificated to the Transfer Area.

## **2. Transfer of CCN**

2.1 Transfer to City of Rockwall. Following receipt of the payment, BWSC agrees to transfer to the City of Rockwall that portion of CCN No. 11305 that is within the Transfer Area if so desired by the City of Rockwall.

2.2 Application to Amend CCN. BWSC shall cooperate with the Developer and the City of Rockwall to support an appropriate application with the Public Utility Commission of Texas ("PUC") to transfer the Transfer Area to the City of Rockwall. BWSC and the City will support and cooperate with each other and the PUC to accomplish the transfer. All costs associated with preparing and filing the CCN application and the pursuit of regulatory approvals shall be borne by the Developer or the City of Rockwall.

2.3 Customers in Transfer Area. There are no retail water customers whose place of use of water is located within the Transfer Area.

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

2.5 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 in the Transfer Area unless so requested by the City of Rockwall in a writing.

## **3. Miscellaneous**

3.1 This Agreement may not be assigned by any party without the written consent of the other parties.

3.2 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.

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

3.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted and approved successors and assigns.

3.5 The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of

the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement, and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

3.6 This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents that this Agreement has been read by the party for which this Agreement is executed, and that such party has had an opportunity to confer with its counsel.

3.7 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 BWSC: Jennifer Cannon, General Manager  
Blackland Water Supply Corporation  
P. O. Box 215  
Fate, Texas 75132

to Developer: Ridgecrest SF Ltd.

Edith Winchester Drive Ste. 710  
Dallas TX 75225

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


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

3.9 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.

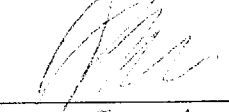
3.10 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings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

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**

  
\_\_\_\_\_  
Ralph Butler, Jr.  
President, Board of Directors

**DEVELOPER**

  
\_\_\_\_\_  
John Arnold, Director  
Blackland Water Supply Corp.

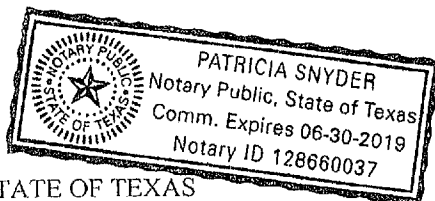
STATE OF TEXAS

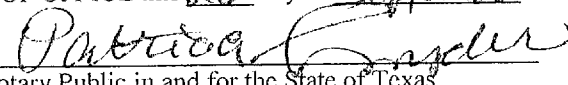
§  
§  
§

COUNTY OF ROCKWALL

BEFORE ME, the undersigned authority, on this day personally appeared John Arnold, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26<sup>th</sup> day of September 2016.

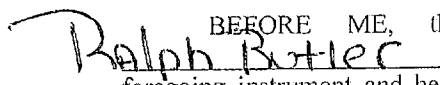


  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: 6/30/2019

STATE OF TEXAS

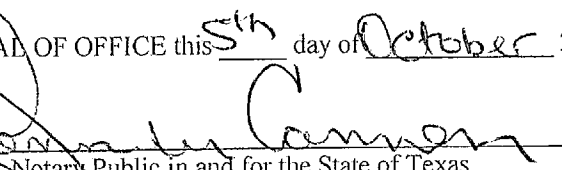
§  
§  
§

COUNTY OF ROCKWALL

  
BEFORE ME, the undersigned authority, on this day personally appeared Ralph Butler, known to me to be one of the persons whose names are subscribed to the foregoing instrument and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of October 2016.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas  
My Commission Expires: 6/30/2019

**EXHIBIT "A" Transfer Area**

## LEGAL DESCRIPTION

BEING, a tract of land situated in the E.M. Elliott Survey, Abstract No. 77 in Rockwall County, Texas, being all of Lot 2 Block A and a portion of Lot 1 Block A, out of Rockwall Lakeside Church of Christ Addition, an addition to the City of Rockwall, as described in Cabinet F, Slide 72-78, in the Plat Records of Rockwall County, Texas, being more particularly described as follows:

BEGINNING, at a ½ inch iron rod set at the southwest corner of said Rockwall Lakeside Church of Christ Addition and being the southeast corner of Greenlee addition, an addition to the City of Rockwall, as described in Cab. A, Slide 151, in said Plat Records;

THENCE, North 01°05'03" East, along the west line of said Rockwall Lakeside Church of Christ Addition and along the east line of said Greenlee Addition, for a distance of 1325.57 feet, to a ½ inch iron rod set at the northwest corner of said Rockwall Lakeside Church Addition;

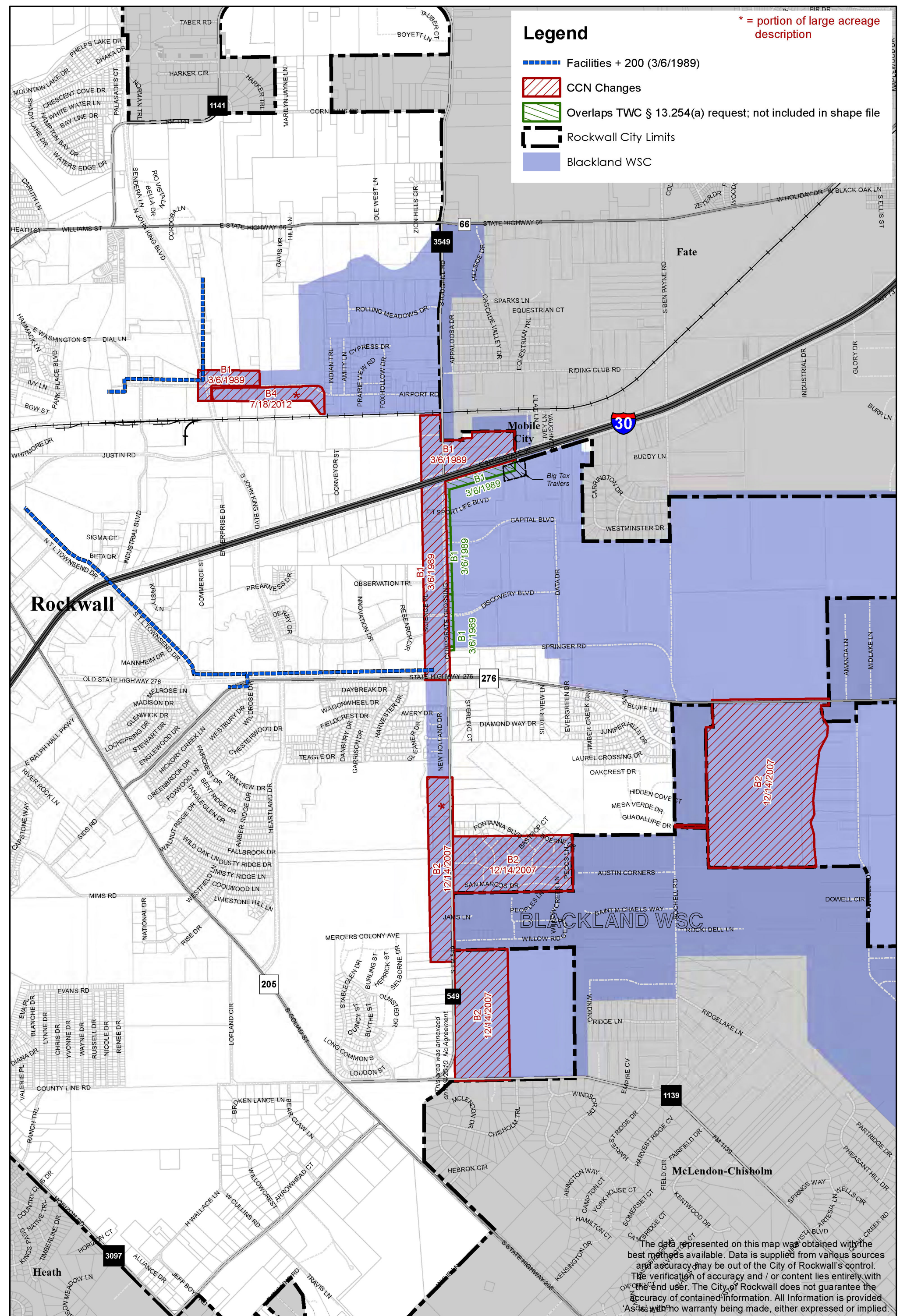
THENCE, South 89°18'40" East, along the north line of said Rockwall Lakeside Church Addition, at 894.47 feet, passing the northeast corner of said Lot 2 Block A and the northwest corner of said Lot 1 Block A, for a total distance of 954.47 feet, to a ½ inch iron rod set;

THENCE, South 01°09'28" West, departing said north line, for a distance of 1353.35 feet, to a ½ inch iron rod set at the most southerly southeast corner of said Rockwall Lakeside Church of Christ Addition;

THENCE, North 88°50'39" West, along the south line of said Rockwall Lakeside Church of Christ Addition, for a distance of 952.71 feet, to the POINT OF BEGINNING and containing 29.541 acres of land.

## **EXHIBIT "E"**

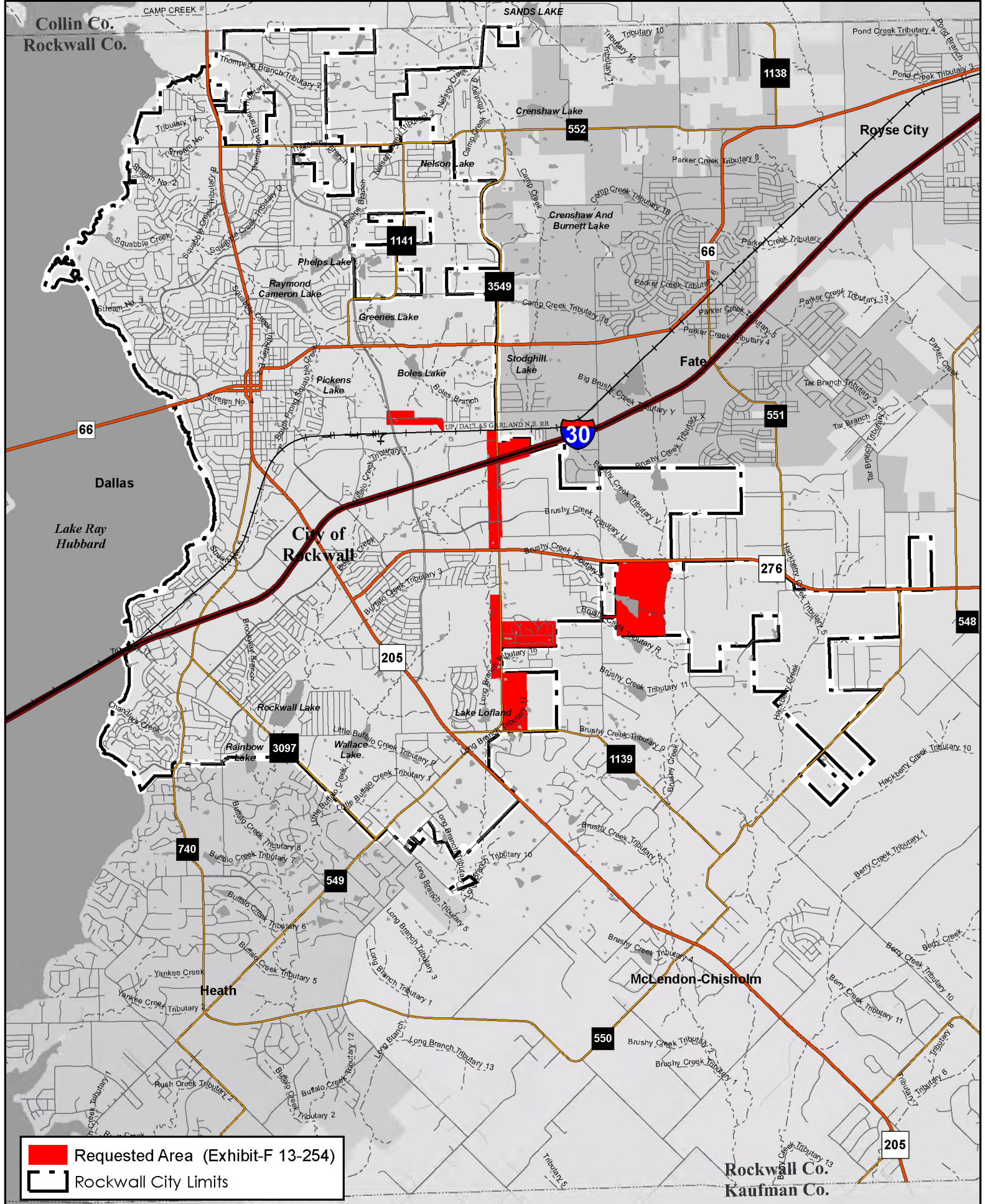







## **EXHIBIT "F"**





 Requested Area (Exhibit-F 13-254)  
 Rockwall City Limits



**City of  
Rockwall**



0 1,000' 2,000' 4,000 Feet  
Date: 11/15/2021

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 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.

**EXHIBIT - F 13-254**