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DOCKET NO. 52733

PETITION OF TROY BRADSHAW TO	§	
AMEND PARKER WATER SUPPLY	§	PUBLIC UTILITY COMMISSION
CORPORATION'S CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY IN	§	OF TEXAS
JOHNSON AND HILL COUNTIES BY	§	
EXPEDITED RELEASE	§	

PARKER WATER SUPPLY CORPORATION'S RESPONSE TO PETITION

COMES NOW, Parker Water Supply Corporation (Parker WSC), by and through its undersigned attorneys of record, and files this Response to Petition (Response), and in support thereof, would respectfully show as follows:

I. BACKGROUND

On October 20, 2021, Troy Bradshaw (Petitioner) filed a petition for streamlined expedited release from Parker WSC's water Certificate of Convenience and Necessity (CCN) No. 10911 under Texas Water Code (TWC) § 13.2541(b) and 16 Texas Administrative Code (TAC) § 24.245(h) (the Petition) at the Public Utility Commission of Texas (the Commission). The Petition requests to decertify approximately 200.98 acres from Parker WSC's water CCN (the Requested Property). The Administrative Law Judge (ALJ) issued Order No. 2 on January 26, 2022, finding the petition, as supplemented, administratively complete, and establishing a deadline of February 14, 2022 for the CCN holder to file a response, verified by a notarized affidavit, to the Petition. Thus, this Response is timely filed.

II. RESPONSE

Parker WSC received a request for retail water service from Clay Freelen Custom Builders on March 8, 2021 for the Requested Property, proposing 250 to 300 lots (the Service Application). Mr. Freelen executed a Non-Standard Service Contract with Parker WSC on March 8, 2021 for the Requested Property (the Contract). Attached hereto as **Exhibit 1** is the Affidavit of Sherry

Reeves, General Manager of Parker WSC, regarding the Service Application and the Contract for the Requested Property. Copies of the Service Application and the Contract are attached to the affidavit. Parker WSC conducted a feasibility study to determine the improvements necessary to provide retail water service to the Requested Property. It is Parker WSC's understanding based on interactions with Mr. Freelen and Mr. Bradshaw that they are business associates and that the Service Application and Contract were submitted for a development on Mr. Bradshaw's property.

TWC § 13.2541(b) provides that "the owner of a tract of land that is at least 25 acres and that is not receiving water or sewer service may petition for expedited release." Title 16 TAC § 24.245(h)(3)(D) states that a landowner seeking streamlined expedited release must demonstrate that the tract of land "is not currently receiving service." Additionally, the Commission's rules define "Service" as "[a]ny act performed, anything furnished or supplied, and any facilities or lines committed or used by a retail public utility in the performance of its duties under TWC Chapter 13 to its patrons, employees, other retail public utilities, and the public, as well as the interchange of facilities between two or more retail public utilities."¹ In Commission orders granting streamlined expedited releases, there have been findings of fact regarding water service such as "The petitioner has never requested the CCN holder to provide water service to the tract of land" and "The petitioner has no contract with the CCN holder for the provisions of water service to the tract of land."² The execution of a non-standard service contract is an act performed by a retail public utility in the performance of its duties under TWC Chapter 13, namely providing retail water service. In Docket No. 51044, the Commission considered the fact that the petitioner had completed a non-standard application form, but did not execute a final-nonstandard service

¹ 16 TAC § 24.3(33).

² See, e.g., *Petition of Calhoun Acres, LP to Amend New Progress Water Supply Corporation's Certificate of Convenience and Necessity in Parker County by Expedited Release*, Docket No. 52036, Order No. 4 at 3 (Aug. 23, 2021).

contract its final order granting the petition.³ This demonstrates that execution of a non-standard service application and non-standard service contract are relevant to determining whether a CCN holder has provided service. However, the evidence in Docket No. 51044 was insufficient to prove service.⁴ In Docket No. 51545, the petitioner and CCN holder executed a final non-standard service contract obligating the CCN holder to provide service to phase one of the project, but not phases two, three, or four.⁵ The petitioner only sought release of phases two, three, and four and its petition was granted. Here, unlike Docket Nos. 51044 and 51545, the Petitioner has completed a non-standard service application and fully executed a non-standard service contract with Parker WSC for the Requested Property. In other words, the Requested Property is still bound by the Contract to receive retail water service from Parker WSC. Therefore, the Petitioner has failed to demonstrate that he is not receiving retail water service from Parker WSC. Decertification will deprive Parker WSC of its exclusive right to provide retail water service to the Requested Property and diminish the value of Parker WSC's water CCN No. 10911. Thus, Parker WSC respectfully requests that the ALJ deny the Petition.

In the alternative, if the ALJ grants the Petition, then Parker WSC is entitled to compensation according to the factors enumerated in TWC § 13.254(g). Specifically, CCN holders must be given just and adequate compensation based on the following factors:

³ *Petition of FCS Lancaster, Ltd. to Amend Rockett Special Utility District's Certificate of Convenience and Necessity in Dallas County by Expedited Release*, Docket No. 51044, Order at 5 (Jan. 29, 2021).

⁴ The Order in Docket No. 51044 found that "When it applied for non-standard water utility service, the petitioner used the CCN holder's application form, which states that the application does not obligate the CCN holder to provide service 'until the application has been evaluated and a final Non-Standard Contract has been executed by all necessary parties,'" "A final Non-Standard Contract has not been executed by all necessary parties in relation to the petitioner's application;" and "The CCN holder has not completed its analysis of whether it can provide the non-standard water service requested by the petitioner." Docket No. 51044, Order at 5 (Jan. 29, 2021).

⁵ *Petition of Compass Datacenters DFW III, LLC to Amend Rockett Special Utility District's Certificate of Convenience and Necessity in Ellis County by Expedited Release*, Docket No. 51545, Order at 4-5 (Oct. 12, 2021). The CCN holder had also installed a domestic water meter, irrigation meter and fire hydrant meter on phase one of the property, but that equipment was located outside of the release property.

the amount of the retail public utility's debt allocable for service to the area in question; the value of the service facilities of the retail public utility located within the area in question; the amount of any expenditures for planning, design, or construction of service facilities that are allocable to service to the area in question; the amount of the retail public utility's contractual obligations allocable to the area in question; any demonstrated impairment of service or increase of cost to consumers of the retail public utility remaining after the decertification; the impact on future revenues lost from existing customers; necessary and reasonable legal expenses and professional fees; and other relevant factors.⁶

As to water infrastructure already in place, Parker WSC has a 4-inch distribution line that runs along the west side of Highway 171 across from the Requested Property and a 6-inch distribution line that runs along the east side of Highway 171 on the south side of County Road 1413. Parker WSC will address its other bases for compensation if and when the Commission approves the decertification and then commences the compensation phase.

III. CONCLUSION AND PRAYER

Based on the foregoing, Parker WSC respectfully requests that the ALJ deny the Petition and grant all other relief as is necessary and proper to effectuate the requests contained herein.

⁶ TWC § 13.254(g).

Respectfully submitted,

LLOYD GOSSELINK
ROCHELLE & TOWNSEND, P.C.
816 Congress Ave., Suite 1900
Austin, Texas 78701
(512) 322-5800
(512) 472-0532 (Fax)

A handwritten signature in black ink, appearing to read 'D. Klein', is written over a horizontal line.

DAVID J. KLEIN
State Bar No. 24041257
dklein@lglawfirm.com

DANIELLE LAM
State Bar No. 24121709
dlam@lglawfirm.com

**ATTORNEYS FOR PARKER WATER
SUPPLY CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that, unless otherwise ordered by the presiding office, notice of the filing of this document was provided to all parties of record via electronic mail on February 14, 2022, in accordance with the Orders Suspending Rules issued in Project No. 50664.



DAVID J. KLEIN

EXHIBIT 1

Affidavit of Sherry Reeves

DOCKET NO. 52733

PETITION OF TROY BRADSHAW TO	§	
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AFFIDAVIT OF SHERRY REEVES

On this day, Sherry Reeves, appeared before me, the undersigned notary public, and after I administered an oath to her, upon her oath, she said:

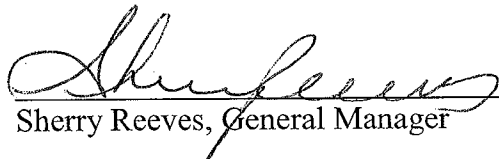
“My name is Sherry Reeves. I am the General Manager of Parker Water Supply Corporation (“Parker WSC”). I am more than 21 years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

1. On March 8, 2021, Clay Freelen submitted a non-standard service application for a property located at Highway 171 and County Road 1413, proposing 250 to 300 lots with an estimated initiation of service of the summer of 2022 (the “Requested Property”). A copy of the non-standard service application, signed by Mr. Freelen and myself, is attached hereto as **Attachment A**.
2. On March 8, 2021, Mr. Freelen executed a non-standard service contract for retail water service for approximately 201 acres of land in Johnson and Hill Counties. A copy of the non-standard service contract with a map of the Requested Property, executed by Mr. Freelen and myself, is attached hereto as **Attachment B**.
3. Parker WSC has performed and completed a feasibility study to determine the improvements necessary to provide retail water service to the Requested Property and shared those findings with Mr. Freelen.

4. Mr. Freelen and Troy Bradshaw, the petitioner in Public Utility Commission of Texas Docket No. 52733, have been co-applicants for non-standard water service from Parker WSC at other properties.
5. Parker WSC has a 4-inch distribution line that runs along the west side of Highway 171 across from the Requested Property and a 6-inch distribution line that runs along the east side of Highway 171 on the south side of Country Road 1413.”

FURTHER AFFIANT SAYETH NOT.

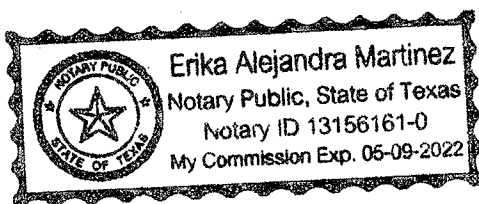
PARKER WATER SUPPLY CORPORATION,
a Texas non-profit water supply corporation

By: 
Sherry Reeves, General Manager

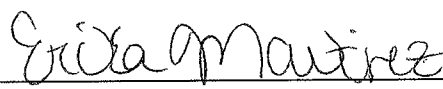
Date: 2-14-2022

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on February 14th, 2022
by Sherry Reeves, General Manager of Parker Water Supply Corporation, on behalf of said Texas
non-profit water supply corporation.



[SEAL]


Notary Public, State of Texas

ATTACHMENT A

Non-Standard Service Application

PARKER WATER SUPPLY CORPORATION
NON-STANDARD SERVICE APPLICATION

Please Print or Type Clearly

Applicant's Name/Company: Clay Freelen

Address/City/State/ ZIP: TBD Hwy 171 + E. 1413

Phone number: (817) 648 - 8700 FAX: () -

E-mail cfreelen@cfcustombuilders.com

Please attach a legal description of the proposed development as listed in deed records as a filed plat or parcel of land where other types of non-standard water/sewer service are requested. Plat requirements include: name of subdivision, owner/developer's name, lot sizes and lot lines, lot numbers, right-of-way dimensions and dedicated utility easements, legal description, highway and county road numbers, total acreage, adjoining property owners, flood plain, and vicinity map. Instrument must show proof of ownership; preliminary plats are acceptable for discussion purposes but an "approval plat" must be provided before contract closing.

Check type of service application or development:

- | | | |
|--|--|--|
| <input type="checkbox"/> Residential Subdivision | <input type="checkbox"/> Multi - family | <input checked="" type="checkbox"/> Trailer/RV Park |
| <input type="checkbox"/> Line Extension | <input type="checkbox"/> Commercial/Industrial Park | <input type="checkbox"/> Large Meter (>1") |
| <input type="checkbox"/> Multi-use Facility | <input checked="" type="checkbox"/> Mobile Home Park | <input type="checkbox"/> School <input type="checkbox"/> Other |

Please list all water demand criteria for each meter or meter equivalent, or attach any engineering studies completed for the proposed service:

Maximum number of proposed lots: 250-300 Range of standard lot sizes: _____
Acreage(s) _____

Please describe in detail the nature and scope of the project/development;

Would likely do this development in 2-3 phases
1-100 - 2-75 - 3-75

Initial needs: _____

Phased and final needs, including a map showing each phase, and the projected land uses that support the requested level of service for each phase.

Phase 1 - 100 Lots, Phase 2 - 75 Lots, Phase 3 - 75 lots

Please list any additional special service needs not listed above:

Please provide the flow, pressure and infrastructure needs for anticipated level of fire protection requested or required by ordinance, including line sizes and capacity.

Is Fire flow available?

Please provide the timeline for initiation of this service, and for service to each additional or projected phase following initial service, including a schedule of events leading up to the anticipated date of service. Specify this for all additional or projected phases.

Phase 1 probably Summer of 2022

Please describe how the utility may access the property during evaluation of application.

Call Clay @ 817-648-8700

Please attach the following information, as applicable:

- A proposed calendar of events, including design, plat approval, construction phasing and initial occupancy.
- If applying for a single tap that requires a line extension, road bore, or upsizing of facilities, maps or plans detailing the location of the requested service installation and/or extension and details of demand requirements.

Required Fees

Applicant is required to pay a Non-Standard Service Investigation Fee of \$ 100⁰⁰ To the Corporation in accordance with Section G of the Corporation's tariff for purposes of paying initial administrative, legal, and engineering fees. The Corporation will refund and balance that remains after it has completed its service investigation, and has completed all legal and engineering services associated with processing a request.

In the event the Investigation Fee is not sufficient to pay all expenses incurred by the Corporation, the Applicant agrees to pay all additional expenses that have been or will be incurred by the Corporation and Corporation will have no obligation to complete processing of the Applications until remaining expenses have been paid.

Corporation's response to service request

The Corporation will prepare a written response to Applicant's service request within 90 days from the date the application was submitted and the required fees were paid. The Corporation's response will state the timeframe within which the requested service can be provided, and the costs for which the Applicant will be responsible, which may include capital improvements, easements or land acquisition costs, and professional fees.

Applicant has received and reviewed Section F of the Corporation's Tariff and agrees to comply with all the requirements contained therein.

Under penalties of perjury, I declare that I have reviewed the information presented in this Application, including accompanying documents, and to the best of my knowledge and belief, the information is true, correct and complete.

Clay Fredeen
Print Applicant/Name of Company
[Signature]
Signature of Authorized Representative
3-8-2021
Date

For Corporation Use Only
<u>March 8, 2021</u> Date Application received
<u>\$100.00</u> Amount Fees Paid/ Date Paid
<u>[Signature]</u> Signature PWSC staff member

ATTACHMENT B

Non-Standard Service Contract

PARKER WATER SUPPLY CORPORATION NON-STANDARD SERVICE CONTRACT

THE STATE OF TEXAS

COUNTY OF Johnson / Hill

THIS CONTRACT is made and entered into by and between Clay Freehen, hereinafter referred to as "Applicant", and Parker Water Supply Corporation, hereinafter referred to as "PWSC" or "Corporation".

WHEREAS, Applicant is engaged in developing that certain 201 acres of land in Johnson / Hill, County, Texas, more particularly known as the 201.75 subdivision, according to the plat thereof recorded at Vol. 1527, Page 647 of the Plat Records of Johnson / Hill County, Texas, said land being hereinafter referred to as "the Property"; and,

WHEREAS, PWSC owns and operates a water system which supplies potable water for human consumption and other domestic uses to customers within its service area; and,

WHEREAS, Applicant has requested PWSC to provide such water service to the Property through an extension of PWSC's water system, which includes all on-site and off-site service facilities to meet the level and manner of service requested by the Applicant, such extension being hereinafter referred to as "the Water System Extension"; NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration for the mutual promises hereinafter expressed, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, Applicant and PWSC agree and contract as follows:

1. Engineering and Design of the Water System Extension.

- (a) The Water System Extension shall be engineered and designed by a Texas Licensed Professional Engineer in accordance with the applicable specifications of the PWSC and all governmental agencies having jurisdiction. All plans and specifications must be reviewed and approved by PWSC's consulting engineer prior to the issuance of any request for bids for the construction of the Water System Extension. After such approval of the plans and specifications by the PWSC's consulting engineer, the plans and specifications shall become part of this Agreement by reference and shall more particularly define "the Water System Extension".
- (b) The Water System Extension must be sized to provide continuous and adequate water service to the Property based on plans for the development as provided to PWSC by the Applicant. PWSC may require the Water System Extension to be oversized in anticipation of the needs of other customers of the PWSC, subject to the obligation to reimburse the Applicant for any such oversizing as provided below.

2. Required Sites, Easements or Rights-of-Way.

- (a) Applicant shall be responsible for dedicating or acquiring any easements across privately owned land or sites (including off-site) which are necessary for the construction or operation of the Water System Extension and for obtaining any Governmental approvals necessary to construct the Water System Extension in public right-of-way.

- (b) Any easements acquired by the Applicant shall be in a form approved by the PWSC (see Form of Easement, attached to this Contract and made a part hereof) and shall be assigned to PWSC upon proper completion of the construction of the Water System Extension.
- (c) The validity of the legal instruments by which the Applicant acquires any such easements and by which Applicant assigns such easements to PWSC must be approved by PWSC's attorney.

3. Construction of the Water System Extension

- (a) Applicant shall advertise for bids for the construction of the Water System Extension in accordance with generally accepted bidding practices and shall award the contract for the construction of the Water System Extension subject to the approval of the PWSC. PWSC may reject any bid.
- (b) The Water System Extension shall be constructed in accordance with the approved plans and specifications. PWSC shall have the right to inspect all phases of the construction of the Water System Extension. Applicant must give written notice to PWSC of the date on which construction is scheduled to begin so that PWSC may assign an inspector. PWSC may charge reasonable inspection fees based on the actual costs of labor, travel and incidental expenses of the inspectors, plus 10% overhead.

4. Dedication of Water System Extension to PWSC.

- (a) Upon proper completion of construction of the Water System Extension and final inspection thereof by PWSC, the Water System Extension shall become the property of the PWSC. The Water System Extension shall thereafter be owned and maintained by PWSC subject to the warranties required of Applicant under Subsection (b). Any connection of individual customers to the Water System Extension shall be made by the PWSC.
- (b) Upon transfer of ownership of the Water System Extension, Applicant shall warrant materials and performance of the Water System Extension constructed by Applicant for _____ months following the date of the transfer.

5. Cost of the Water System Extension.

- (a) Applicant shall pay all costs associated with the Water System Extension as a contribution in aid of construction, including, without limitation, the cost of the following:
 - (1) engineering and design;
 - (2) easement or right -of-way acquisition;
 - (3) construction;
 - (4) inspection;
 - (5) attorneys' fees; and
 - (6) governmental or regulatory approvals required to lawfully provide service.
 - (7) Applicant shall indemnify PWSC and hold PWSC harmless from all of the foregoing costs.
- (b) Provided, however, nothing herein shall be construed as obligating the Applicant to maintain the Water System Extension subsequent to its dedication and acceptance for maintenance by PWSC.
- (c) If PWSC has required the Water System Extension to be oversized in anticipation of the needs of the other customers of PWSC, PWSC shall

reimburse Applicant for the additional costs of construction attributable to the oversizing, as determined by the PWSC's consulting engineer, in three annual installments without interest beginning one year after dedication of the Water System Extension to PWSC.

6. Service From the Water System Extension.

- (a) After proper completion and dedication of the Water System Extension to PWSC, PWSC shall provide continuous and adequate water service to the Property, subject to all duly adopted rules and regulations of PWSC and the payment of the following:
 - (1) All standard rates, fees and charges as reflected in PWSC's approved tariff;
 - (2) Any applicable Equity Buy-In fee adopted by PWSC;
- (b) It is understood and agreed by the parties that the obligation of PWSC to provide water service in the manner contemplated by this Contract is subject to the issuance by the Texas Commission on Environmental Quality or Public Utility Commission and all other governmental agencies having jurisdiction of all permits, certificates or approvals required to lawfully provide such service.
- (c) Unless the prior approval of PWSC is obtained, the Applicant shall not:
 - (1) construct or install additional water lines or facilities to service areas outside the Property;
 - (2) add any additional lands to the Property for which water service is to be provided pursuant to this Agreement; or
 - (3) connect or serve any person or entity who, in turn, sells water service directly or indirectly to another person or entity.

7. Effect of Force Majeure.

In the event either party is rendered unable by force majeure to carry out any of its obligations under this Contract, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party.

The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability's of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming the inability and that could not have been avoided by the exercise of due diligence and care. It is understood and agreed that the settlement or strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty.

8. Notices.

Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the PWSC shall be addressed:

Parker Water Supply Corporation
7001 County Road 1200
Cleburne Texas 76031

Any notice mailed to Applicant shall be addressed:

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this paragraph

9. Breach of Contract and Remedies.

- (a) If either party breaches any term or condition of this Contract, the non-breaching party may, at its sole option, provide the breaching party with a notice of the breach within sixty (60) days of discovery of the breach by the non-breaching party. Upon notice of breach, the breaching party shall have sixty (60) days to cure the breach. If the breaching party does not cure the breach within the sixty (60) days, the non-breaching party, below, shall have all rights at law and in equity including the right to enforce specific performance of this Contract by the breaching party, the right to perform the obligation in question and to seek restitution for all damages incurred in connection therewith.
- (b) In the event of termination of this Contract by a non-breaching party, such action shall not affect any previous conveyance.
- (c) The rights and remedies of the parties provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law and under this Contract.

10. Third Parties.

It is the express intention of the parties that the terms and conditions of this Contract may be enforced by either party but not by any third party or alleged third-party beneficiary.

11. Captions.
Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Contract, the text shall control.
12. Context.
Whenever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.
13. Mediation. [Optional]
Prior to the institution of legal action by either party related to any dispute arising under this Contract, said dispute shall be referred to mediation by an independent mediator mutually agreed upon by both parties. The cost of the mediator shall be shared equally by both parties.
14. Litigation Expenses.
Either party to this Contract who is the prevailing party in any legal proceeding against the other party, brought in relation to this Contract, shall be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing party.
15. Intent.
The parties hereto covenant and agree that they shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Contract.
16. Multiple Originals.
This Contract may be executed in multiple originals, any copy of which shall be considered to be an original.
17. Authority.
The signatories hereto represent and affirm that they are authorized to execute this Contract on behalf of the respective parties hereto.
18. Severability.
The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.
19. Entire Agreement.
This Agreement, including any exhibits attached hereto and made a part hereof, constitutes the entire agreement between the parties relative to the subject matter of this Agreement. All prior agreements, covenants, representations, or warranties, whether oral or in writing, between the parties are merged herein.

20. Amendment.

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

21. Governing Law.

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in _____ County, Texas.

22. Venue.

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

23. Successors and Assigns.

This Agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of the parties.

24. Assignability.

The rights and obligations of the Applicant hereunder may not be assigned without the prior written consent of the PWSC.

25. Effective Date.

This Agreement shall be effective from and after the date of due execution by all parties.

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

Parker Water Supply Corporation

APPLICANT

By: Sherry Reeves

By: Clay Freelen

Name: [Signature]

Name: [Signature]

Title: Office Manager

Title: Owner

Date: March 8, 2021

Date: 3-8-2021

Clay Freelen

