



Filing Receipt

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P.U.C. DOCKET NO. 53262

PETITION BY BLACKLAND WATER	§	
SUPPLY CORPORATION AND THE CITY	§	PUBLIC UTILITY COMMISSION
OF ROCKWALL FOR APPROVAL TO	§	
AMEND CERTIFICATE OF	§	OF TEXAS
CONVENIENCE AND NECESSITY	§	
UNDER TEXAS WATER CODE §	§	
13.255(a) IN ROCKWALL COUNTY	§	

**PETITION OF BLACKLAND WATER SUPPLY CORPORATION AND CITY OF
ROCKWALL TO DECERTIFY A PORTION OF BLACKLAND WSC'S SERVICE
AREA UNDER TEXAS WATER CODE § 13.255(a) PURSUANT TO ORDER NO. 1**

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) § 13.255(a).¹ Consistent with Order No. 1,² 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 11305.³ 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 § 13.255(a)**

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 Order No. 1 (Feb. 25, 2022) ("severance order") (AIS Item No 2).

³ Defined terms and acronyms utilized include "Commission" for the Public Utility Commission of Texas, "TCEQ" for the Texas Commission on Environmental Quality, "Water Commission" for the Texas Water Commission, "TNRCC" for the Texas Natural Resources Conservation Commission, "CCN" for certificate of convenience and necessity, and "ALJ" for administrative law judge.

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 by an agency with authority over retail water service areas and retail service area of Blackland was modified, in part, as reflected on the PUC's CCN Viewer. However, much of the areas subject to the Service Area Agreements remained within Blackland's CCN. Petitioners request the Commission to process each CCN modification under TWC § 13.255, which is expressly 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.

A. Background

This proceeding, as authorized by the governing board of Blackland and the City's governing body, 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. The City and Blackland are jointly requesting Commission assistance in this petition,⁴ incorporating the following as background facts to the relief presented.

⁴ *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...").

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,⁵ 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. 52551, *Petition Of Blackland Water Supply Corporation and the City of Rockwall to Decertify Portions of a Certificate of Convenience and Necessity Under Texas Water Code § 13.254(a) in Rockwall County*.⁶ 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 these dockets.

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. This proceeding focuses on the Service Area Agreements that expressly cite TWC § 13.255. Commission action to approve the relief requested would serve the public interest.

⁵ See note 8 and accompanying text.

⁶ 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), as filed in Docket No. 52551. Additional maps are provided herein depicting each area to be decertified. Because the severance order created this docket and “deems all documents filed prior to the date of this Order on the Commission’s interchange in Docket No. 52551 to be incorporated by reference and also a part of the record for Docket No. 53262,” Petitioners will occasionally refer to documents filed in Docket No. 52551.

B. Agreements

Three agreements are the subject of this request for decertification, dating from 1989 to 2012.⁷ These are presented in chronological order.

1. Exhibit “C”: Water System Purchase Contract (1989)

Citing the legislation that created TWC § 13.255, the “Water System Purchase Contract” of March 6, 1989 (Exhibit C) is an 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 “B”** depicts the City’s corporate limits and delineates among the tracts annexed by color and by reference to annexation ordinances (last two digits of the year followed by the ordinance number), which map shows the boundaries as they existed on March 1, 1989.⁸ 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 this Service Area Agreement transferred Blackland facilities that were subject to a “facilities plus 200” CCN at two locations within the City of Rockwall as part of the 1989 transaction. As such, Petitioners request that the amendments to Blackland’s CCN include removal of the 151.16 acres *and* any facilities-plus-200 CCN within the City of Rockwall, west of FM Corporate Xing/FM 3549, depicted in Figure 1, below, which was generated using the PUC’s CCN Viewer.

⁷ In filings made before severance in Docket No. 52551, the Service Area Agreements were identified as Exhibits B-1, B-2 and B-3, respectively. Re-designations of exhibits have been made are to simplify this proceeding, consistent with the severance order.

⁸ In filings made before severance, this “city limits” exhibit was designated Exhibit C.

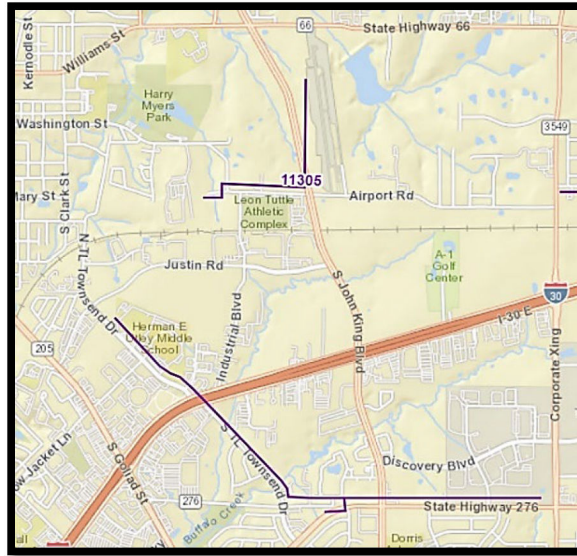


Figure 1. Two Blackland "Facilities plus 200" CCN for Removal

The City has continuously provided retail water service in these areas and other obligations of the agreement among the parties have been satisfied. No present City 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. Petitions 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 customers would be transferred at this time.

2. **Exhibit "D": Agreement to Transfer Portions of Retail Water Service Area (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 D) 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 and is made the subject of this petition. With any preconditions satisfied, the City has been continuously provided retail water service in the area subject to this agreement.

3. **Exhibit "E": Agreement to Transfer Portion of Retail Water Service Area and Certain Water Distribution Facilities (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. With any preconditions satisfied, the City has been continuously provided retail water service in the area subject to this agreement.

C. Annexation Ordinances

As noted, **Exhibit B** references the City of Rockwall’s annexations that are relevant under a section 13.255(a) application. Petitioners previously submitted⁹ 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 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).¹⁰ For ease of reference, these attachments are enclosed as **Exhibits “F”** (Attachment 1, the Index) and **“G”** (Attachment 2), respectively. Specified provisions of the foregoing annexation ordinances apply to the Service Area Agreements and support the application of section 13.255.

D. Mapping Information

Supplemental mapping information related to these Service Area Agreements was previously filed on September 14, 2021 and on November 10 and 17, 2021,¹¹ but the following is re-submitted with this pleading with regard to the specific relief requested:

⁹ Docket No. 52551, Joint Response to Commission Staff’s Recommendation on Administrative Completeness and Related Matters (Nov. 10, 2021) (AIS Item No. 7).

¹⁰ 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.*

¹¹ See Docket No. 52551, 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 “H”** depicts the specific areas addressed in the Service Area Agreements relative to Blackland’s present CCN boundaries that are subject to Petitioners’ request under TWC § 13.255.
- **Exhibit “I”** depicts the areas of Exhibit H 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 13.255,¹² 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 mapping submittals were deemed sufficient.¹³ Petitioners incorporate these non-native files by reference as if re-submitted herein.

E. 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.

¹² Docket No. 52551, Joint Petitioners Supplemental Response to Commission Staff’s Recommendation on Administrative Completeness (Nov. 17, 2021) (AIS Item No. 7).

¹³ Docket No. 52551, 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”).

F. 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 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.

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."¹⁴ 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 hearing are inapposite here.¹⁵ 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.¹⁶

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

¹⁴ 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).

¹⁵ *Id.* § 13.255(b) (addressing where no agreement is made, requiring municipality to request certification to serve area).

¹⁶ TWC § 13.255(b)-(m).

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.¹⁷

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.¹⁸ 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.

[Remainder of page intentionally blank]

¹⁷ 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, filed in Docket No. 52551. *See also* Docket No. 52551, Commission Staff's Supplemental Recommendation on Administrative Completion and Notice (Feb. 22, 2022) at 2-4 (AIS Item No. 16).

¹⁸ 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 Service Area Agreements under TWC § 13.255 and 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.

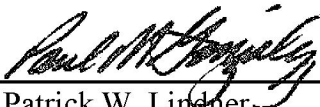
Respectfully submitted,

ABERNATHY ROEDER BOYD & HULLETT
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Telephone (214) 544-4000
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By: /s/ G. Randal Hullett
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Email: pgonzalez@dtgrlaw.com

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 25th day of March 2022.

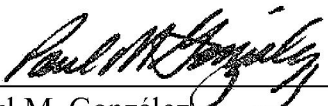
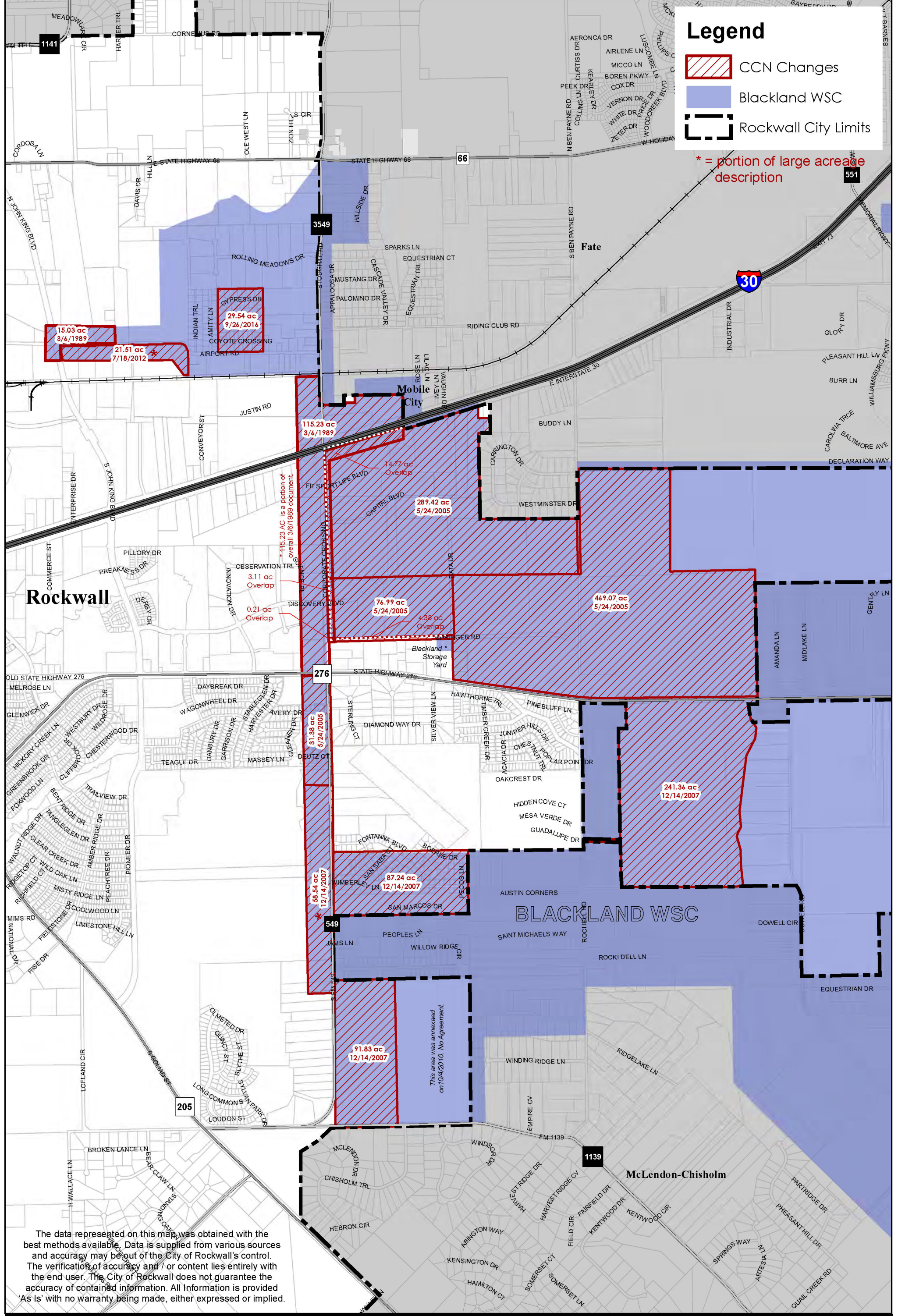

Paul M. González

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”

EXHIBIT “C”

STATE OF TEXAS

COUNTY OF ROCKWALL

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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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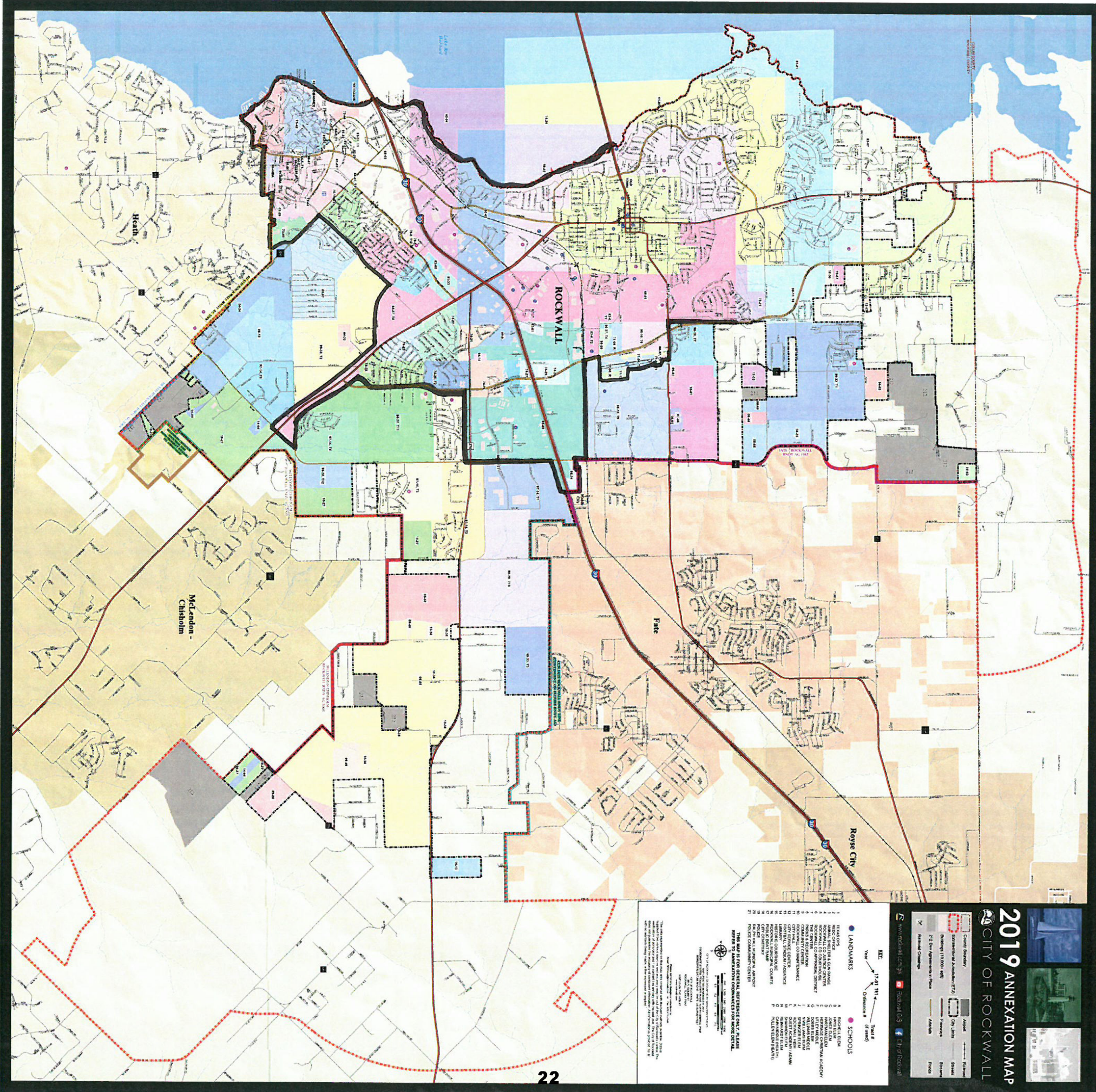
This is to certify that on the 24th day of March, 1989, before me, the undersigned, a notary public in and for Rockwall County, Texas, personally appeared Philip A. Miller, to me known to be the duly authorized representative of the Blackland Water Supply Corporation, that executed the within and foregoing 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.



2019 ANNEXATION MAP

CITY OF ROCKWALL

Legend

- City Boundary
- Jurisdictional Boundary (E.O.)
- City Limits
- County Line
- State Line
- Federal Boundary

Scale

0 1/4 1/2 3/4 1 Mile

North Arrow

LANDMARKS

- Landmark
- School

SCHOOLS

- School

Notes:

The map is prepared by the City of Rockwall, Texas, and is subject to change without notice. The map is not intended to be used for legal purposes. The map is not intended to be used for legal purposes. The map is not intended to be used for legal purposes.

EXHIBIT “D”

**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

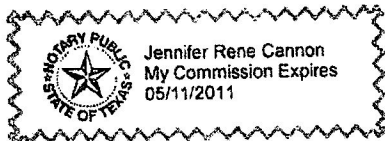
STATE OF TEXAS

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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

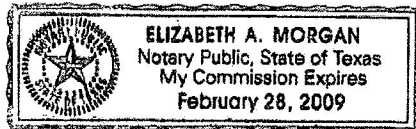
STATE OF TEXAS

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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

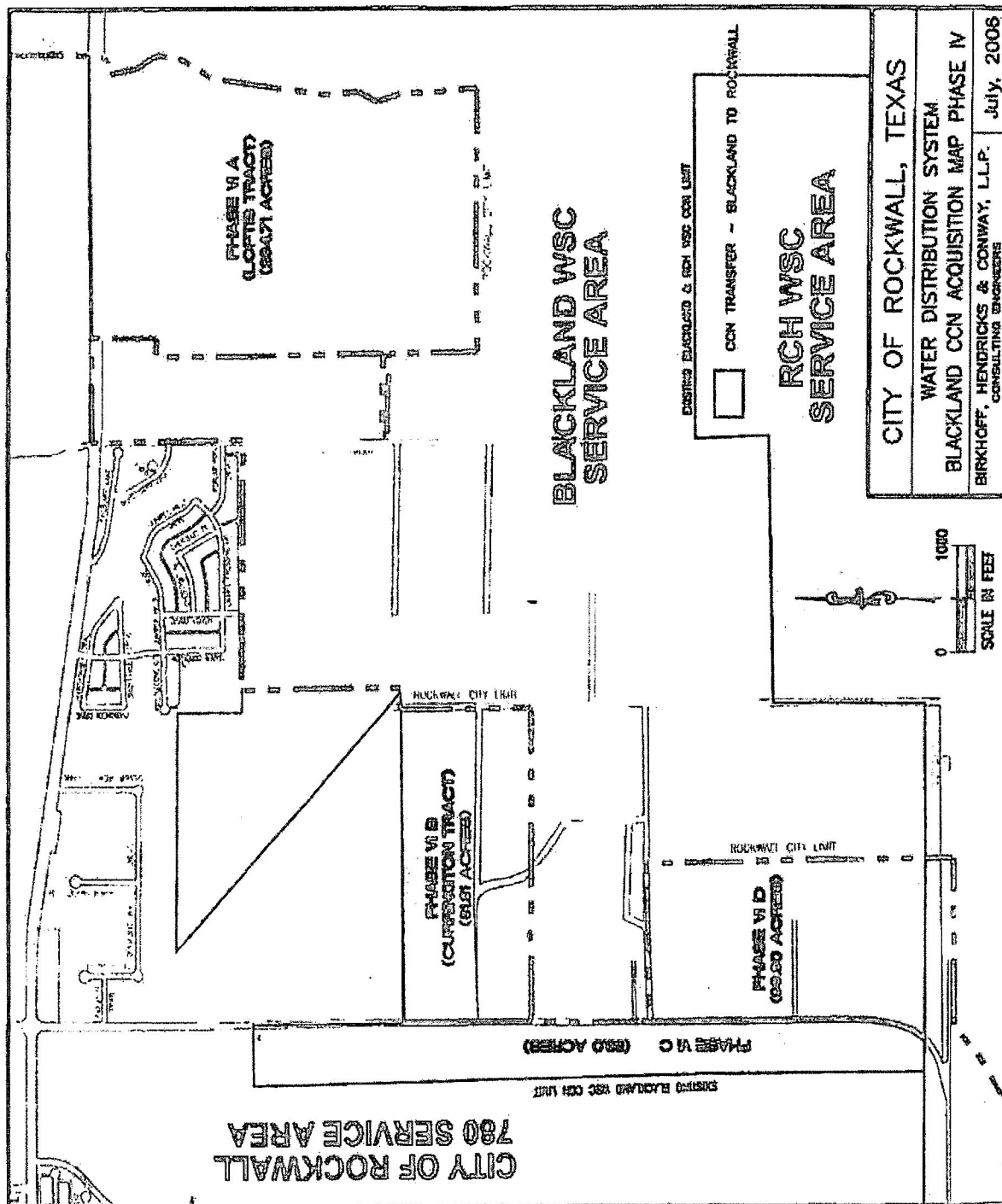


EXHIBIT “E”

**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.

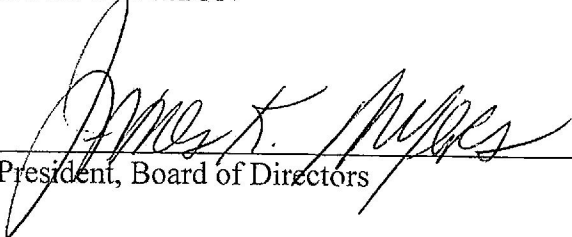
g. Construction of Agreement. This Agreement shall be deemed drafted equally by both Parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not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

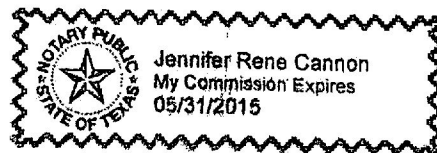
STATE OF TEXAS

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COUNTY OF ROCKWALL

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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

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COUNTY OF ROCKWALL

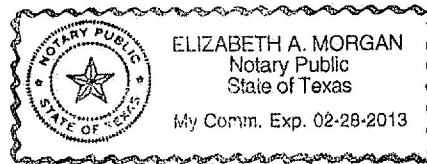
BEFORE ME, the undersigned authority, on this day personally appeared Richard Crowley known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for CITY OF ROCKWALL, TEXAS, and he/she executed said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

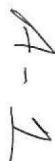
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of July, 2012.

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

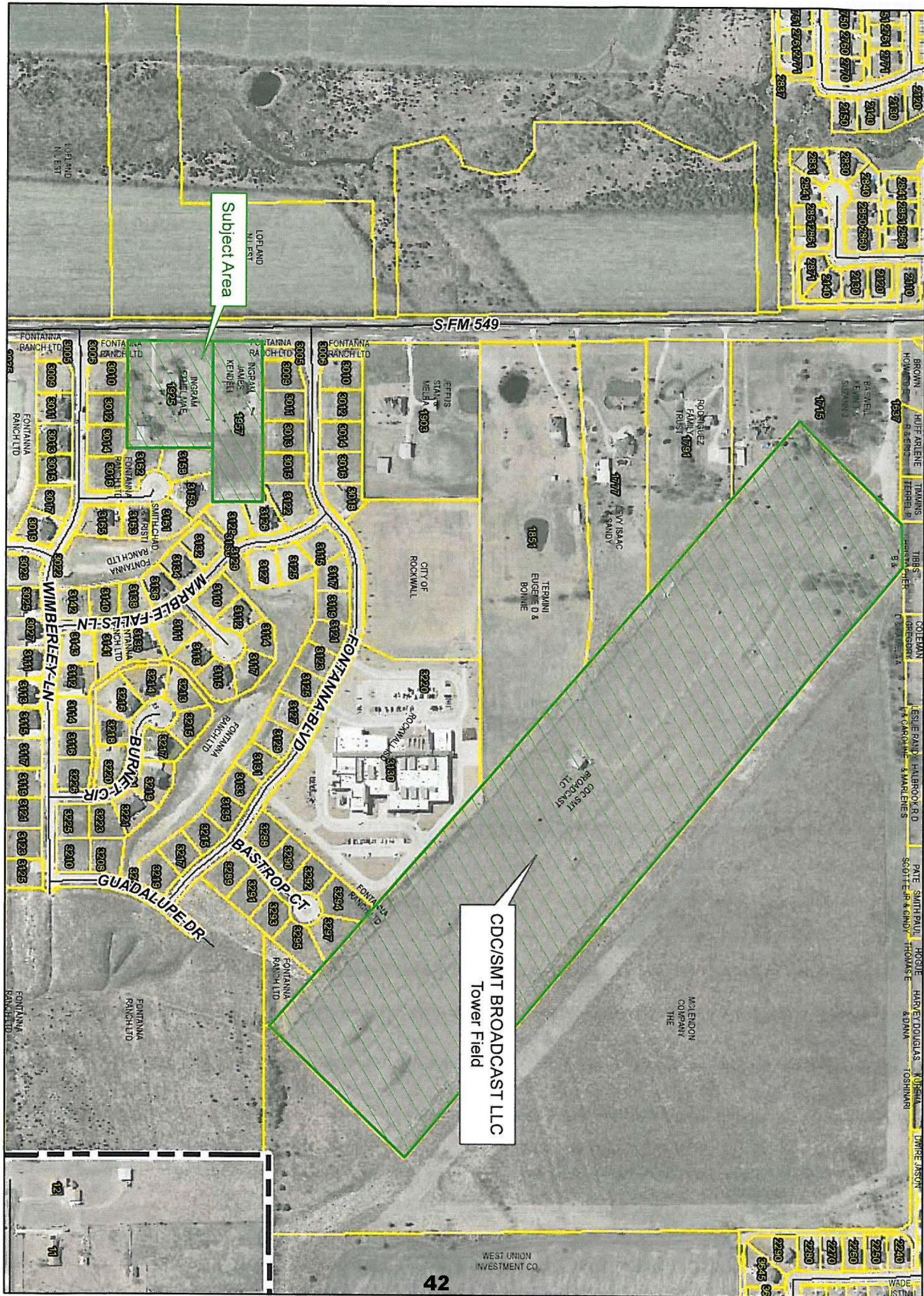


EXHIBIT “B”
Surplus Waterlines

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 “F”

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 “G”

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 distnace 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 pin for 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

48

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

530

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

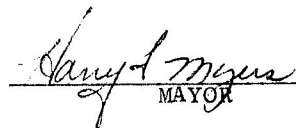
of the City of Rockwall to annex only such territory as may be legally annexed by it within the limits of the above-described area.

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:

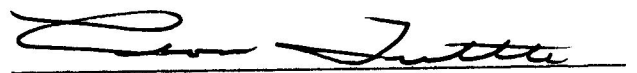
SECTION 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall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

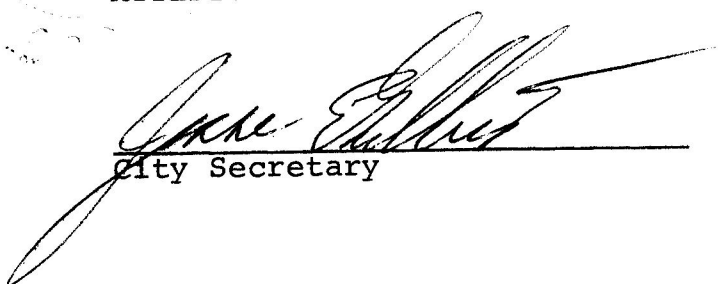

City Secretary

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:

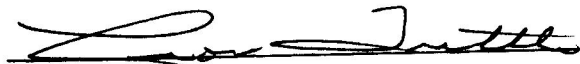
BEGINNING at a point in the center of Airport Road, said point being the Northeast corner of said 53.87 acre tract on the East line of the N. Butler Survey, Abstract No. 20, a $\frac{1}{2}$ " iron stake set for corner;
THENCE S. 0 deg. 15' 38" E., leaving the center of Airport Road, and along the said 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.

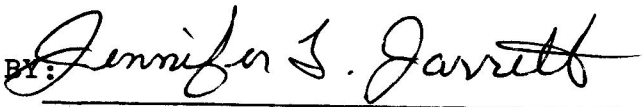
Section 4. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

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.

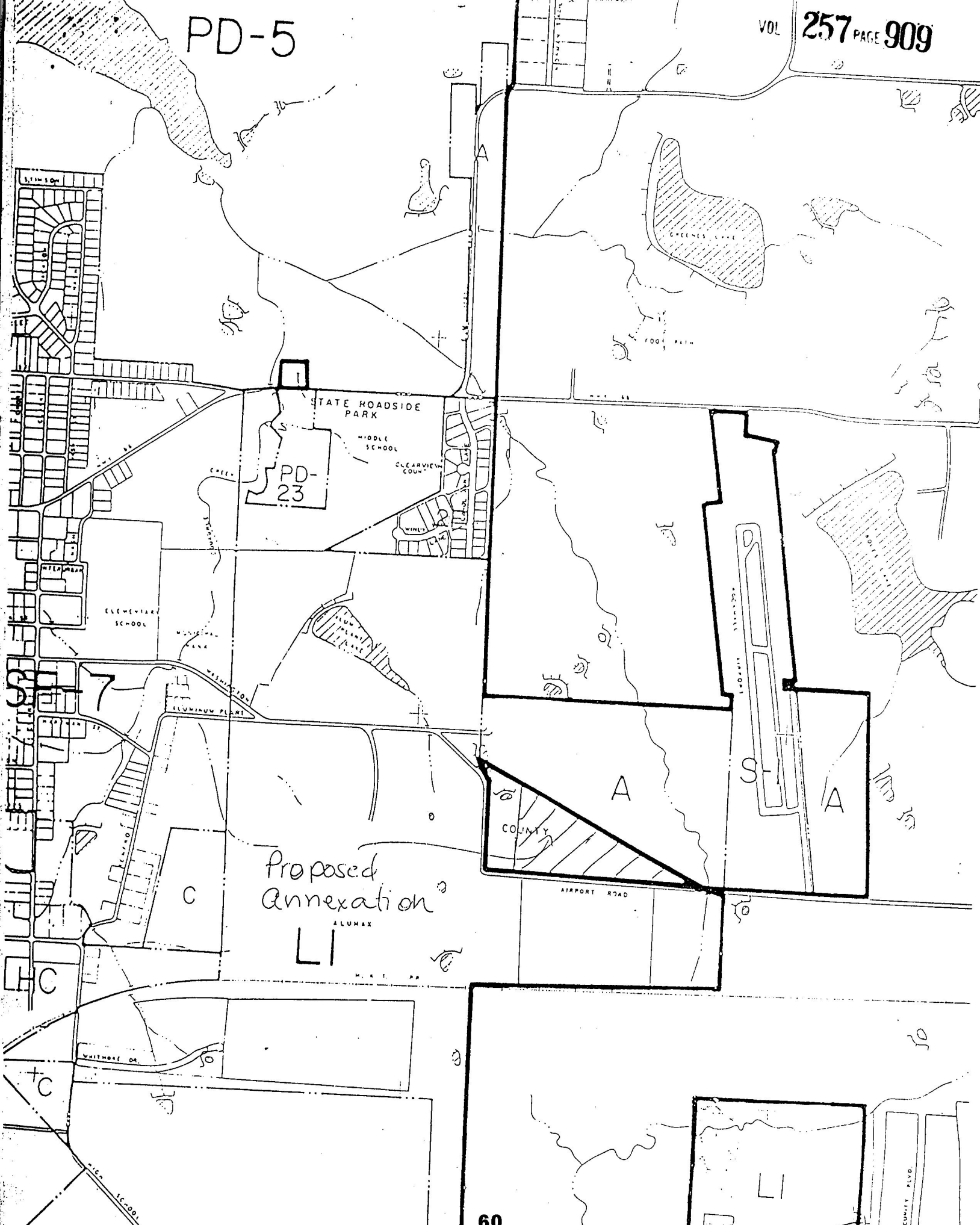
PROPOSED
SERVICE PLAN

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.

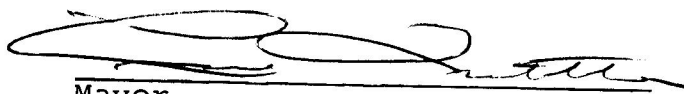
Section 2. That it is not the intention of the City of Rockwall to annex any territory not legally subject to being annexed by said

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.

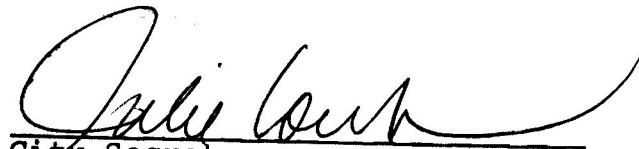
Section 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

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.

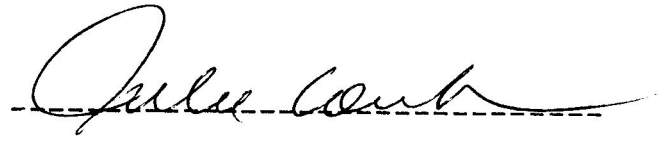
THENCE, N. $74^{\circ} 40'$ E., along the North line of Interstate Highway No. 30, a distance of 82.26 feet to the PLACE OF BEGINNING and containing 794.230 acres of land. See exhibit "A" attached.

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

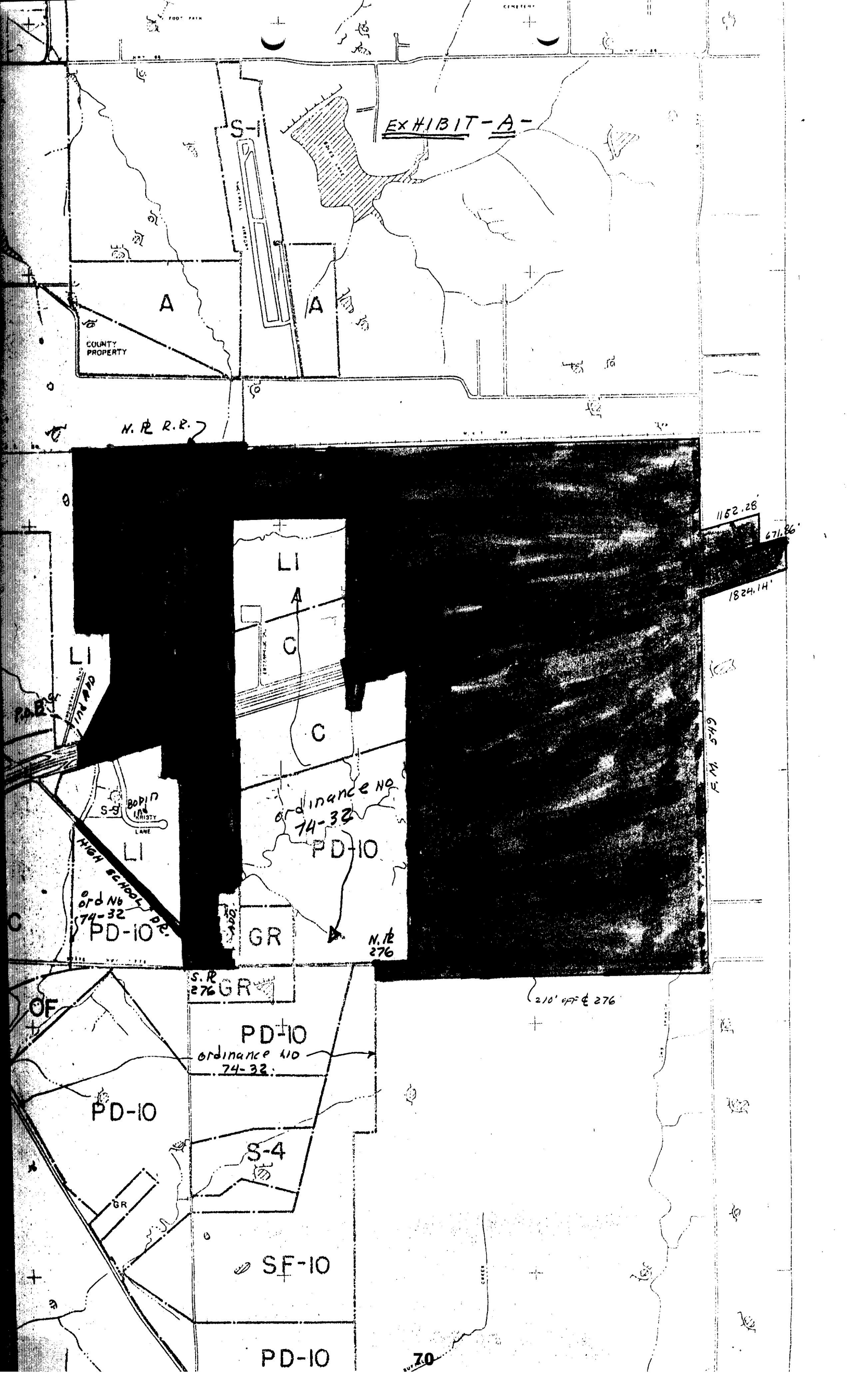


EXHIBIT-A

A

A

COUNTY PROPERTY

N. R. R. P.

LI

A

C

C

Ordinance No 74-32

PD-10

GR

N. 12 276

S. R 276 GR

PD-10

Ordinance No 74-32

PD-10

S-4

SF-10

PD-10

1152.28

671.86

1824.14

549

210' off of 276

70

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 degeed 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

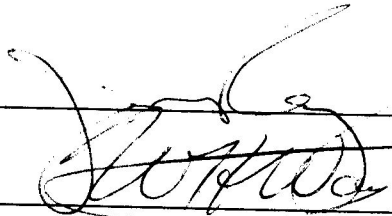
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROCKWALL, TEXAS.

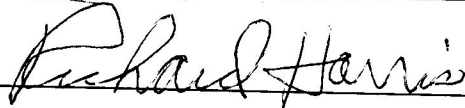
The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include the following described territory, to-wit:

"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.

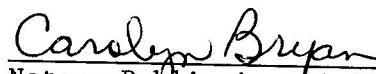




THE STATE OF TEXAS
COUNTY OF ROCKWALL, TEXAS

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.

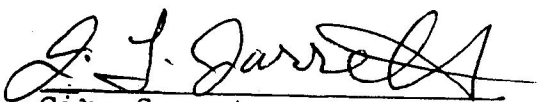
SECTION 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

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

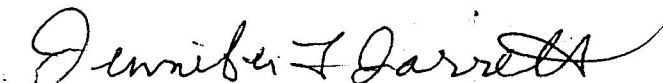
The area in question is being annexed on a petition from Johnnie W. Ray, William H. Way and Richard Harris. Police, fire protection and solid waste collection will be available upon annexation of the property. All capital improvements, including water facilities and wastewater facilities, will be constructed 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

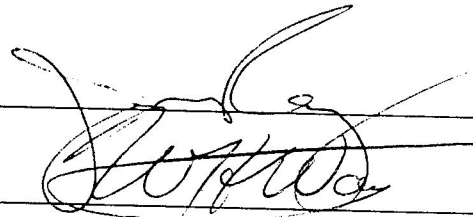
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ROCKWALL, TEXAS.

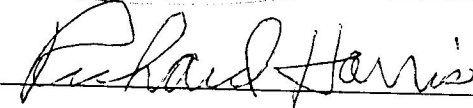
The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your Honorable Body to extend the present city limits so as to include the following described territory, to-wit:

"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.

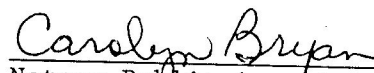




THE STATE OF TEXAS
COUNTY OF ROCKWALL, TEXAS

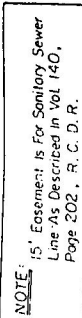
Before me, the undersigned authority, on this day personally appeared JOHN W. RAY, WILLIAM H. WAY and RICHARD HARRIS known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purpose and consideration therein expressed.

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 a non-the-ground survey performed under my supervision during the month of February, 1985.

11 February 1985

NOTE: Blackland Water Supply Line
Taken From Engineer's Data
1966. Check With Water Supply
Corps For Any Changes Or
Additions Since 1966.

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

Scale: 1" = 100'

BOUNDARY SURVEY

PART OF THE R.B. IRVINE SURVEY, A - 120
ROCKWALL COUNTY, TEXAS

VA VANNOY & ASSOC., INC.
Surveyors / Planners

OFFICE	PROJECT	OWNER	CHECK	SCALE	DATE	PRICE
T	B-30	C. K. S.	D. B. R.	1" = 100'	2/11/85	1/1

809 W. Nash
 Box 2
 Terrell, Texas 75160

Memo 226-0180
 (214) 563-7101

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:

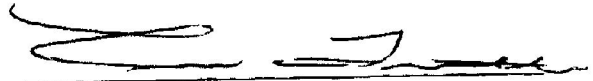
Section 1. That the following described territory be, and the same is hereby, annexed to the City of Rockwall, Texas, and the boundary limits of the City of Rockwall be, and the same are hereby, extended to include the following described territory within the City Limits, and the same hereafter shall 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.

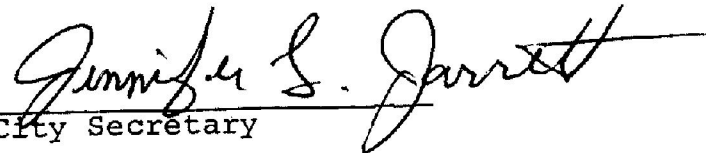
Section 3. This ordinance shall take effect immediately from and after its passage as the law in such cases provides.

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.

Around said curve, a distance of 62.72 feet to the end of said curve, a point for corner.

THENCE, S. $89^{\circ} 43' 02''$ E., leaving the said Northeast line of State Highway No. 205, a distance of 434.22 feet to a point for corner.

THENCE, along a line that is 375 feet Northeast and parallel to the centerline of State Highway No. 205, the following:

Around a curve to the right having a central angle of $10^{\circ} 48' 27''$, a radius of 11,834.56 feet, a distance of 2232.31 feet to the end of said curve, a point for corner.

S. $29^{\circ} 45'$ E., a distance of 651.40 feet to the beginning of a curve to the left having a central angle of $14^{\circ} 59'$, a radius of 4681.10 feet, a point for corner.

Around said curve, a distance of 1224.15 feet to the end of said curve, a point for corner.

S. $44^{\circ} 44'$ E., a distance of 224.75 feet to a point on the North line of F.M. Road NO. 549, (a 80' R.O.W.) a point for corner.

THENCE, S. $89^{\circ} 54' 48''$ E., along the said North line of F.M. Road No. 549, a distance of 1886.65 feet to a point for corner.

THENCE, S. $45^{\circ} 16'$ W., leaving the said North line of F.M. Road NO. 549, a distance of 1713.24 feet to the point of intersection of the centerline of State Highway No. 205, with the centerline of F.M. Road No. 549, a point for corner.

THENCE, along the centerline of F.M. Road No. 549, the following:

S. $50^{\circ} 59'$ W., a distance of 272.57 feet to the beginning of a curve to the left having a central angle of $1^{\circ} 02' 32''$, a radius of 5729.58 feet, a point for corner.

Around said curve, a distance of 104.22 feet to the end of said curve, a point for corner.

THENCE, Along a line that is 375 feet Southwest and parallel to the centerline of State Highway No. 205, the following:

N. $44^{\circ} 46'$ W., leaving the centerline of F.M. Road No. 549, a distance of 228.98 feet to a point for corner.

N. $44^{\circ} 44'$ W., a distance of 1289.19 feet to the beginning of a curve to the right having a central angle of $14^{\circ} 59'$, a radius of 5431.10 feet, a point for corner.

Around said curve, a distance of 1420.28 feet to the end of said curve, a point for corner.

N. $29^{\circ} 45'$ W., a distance of 651.40 feet to the beginning of a curve to the left having a central angle of $12^{\circ} 32'$, a radius of 11,084.56 feet, a point for corner.

Around said curve, a distance of 2424.72 feet to the end of said curve, a point for corner.

N. $42^{\circ} 17' W.$, a distance of 710.04 feet to a point for corner.

N. $42^{\circ} 29' W.$, a distance of 935.80 feet to a point on the South line of Mims Road, a point for corner.

THENCE, N. $89^{\circ} 34' 08'' W.$, along the existing South line of Mims Road, a distance of 2173.27 feet to a point for corner.

THENCE, along the centerline of Mims Road the following:

N. $42^{\circ} 14' 52'' W.$, a distance of 967.53 feet to the point of intersection of Mims Road with Sids Road, a point for corner.

N. $45^{\circ} 00' W.$, a distance of 185.95 feet to a point for corner.

THENCE, S. $45^{\circ} 00' W.$, leaving the centerline of Mims Road, a distance of 2891.90 feet to a point in the centerline of Tubbs Road, said point being the East corner of Epic Property, a point for corner.

THENCE, along the existing City Limit, the following:

N. $45^{\circ} 00' W.$, a distance of 1781.91 feet to a point for corner.

N. $45^{\circ} 00' E.$, a distance of 1661.12 feet to a point for corner.

N. $45^{\circ} 00' W.$, a distance of 530.68 feet to a point for corner.

N. $45^{\circ} 00' 02'' E.$, a distance of 886.74 feet to a point for corner.

N. $45^{\circ} 00' W.$, a distance of 490.17 feet to a point in the center of Tubbs Road, a point for corner.

N. $45^{\circ} 00' 02'' E.$, along the center of Tubbs Road, a distance of 165.13 feet to a point in the center of Mims Road, a point for corner.

N. $46^{\circ} 29' 34'' W.$, along the center of Mims Road, a distance of 174.05 feet to a point for corner.

N. $43^{\circ} 50' 30'' E.$, leaving the said center of Mims Road, a distance of 354.56 feet to a point for corner.

S. $45^{\circ} 27' 50'' E.$, a distance of 645.48 feet to a point for corner.

S. $43^{\circ} 56' 45'' W.$, a distance of 350.86 feet to a point in the center of Mims Road, a point for corner.

S. $45^{\circ} 33' 16'' E.$, along the center of Mims Road, a distance of 493.89 feet to a point for corner.

N. $44^{\circ} 17' 45'' E.$, leaving the said center of Mims Road, a distance of 210.10 feet to a point for corner.

S. $45^{\circ} 38' E.$, a distance of 208.76 feet to a point for corner.

444.596 Acre Annexation

BEING, a tract of land situated in the J. Cadle Survey, Abstract No. 65, J.D. McFarland Survey, Abstract No. 145, E.P.G. Chisum Survey, Abstract No. 64, W.H. Barnes Survey, Abstract No. 26, J.R. Johnson Survey, Abstract No. 128, A. Johnson Survey, Abstract No. 123, and the W.W. Ford Survey, Abstract No. 80, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at the South corner of Rockwall Business Park East, Commercial tract, an addition to the City of Rockwall, a point for corner.

THENCE, N. $44^{\circ} 47' 56''$ E., along the Southeast line of said Rockwall Business Park East, a distance of 337.94 feet to a point on the Northeast line of State Highway No. 205, a point for corner.

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

S. $29^{\circ} 47'$ E., a distance of 1231.22 feet to a point for corner.

S. $55^{\circ} 11'$ W., a distance of 25.00 feet to a point for corner.

THENCE, S. $47^{\circ} 00' 16''$ E., leaving the said Northeast line of State Highway No. 205, a distance of 564.84 feet to a point for corner.

THENCE, S. $45^{\circ} 34' 33''$ W., a distance of 151.23 feet to a point on the Northeast line of State Highway No. 205, a point for corner.

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

S. $29^{\circ} 47'$ E., a distance of 1055.60 feet to a point for corner.

N. $60^{\circ} 13'$ E., a distance of 10.00 feet to a point for corner.

S. $29^{\circ} 47'$ E., a distance of 300.00 feet to a point for corner.

S. $60^{\circ} 13'$ W., a distance of 10.00 feet to a point for corner.

S. $29^{\circ} 47'$ E., a distance of 447.60 feet to the beginning of a curve to the left having a central angle of $12^{\circ} 42'$, a radius of 5679.46 feet, a point for corner.

Around said curve, a distance of 1258.89 feet to the end of said curve, a point for corner.

S. $42^{\circ} 29'$ E., a distance of 456.49 feet to a point for corner.

S. $42^{\circ} 17'$ E., a distance of 710.79 feet to the beginning of a curve to the right having a central angle of $0^{\circ} 18' 44''$, a radius of 11,509.56 feet, a point for corner.

S. $44^{\circ} 21' 25''$ W., a distance of 210.39 feet to a point in the center of Mims Road, a point for corner.

S. $45^{\circ} 33' 16''$ E., along the said center of Mims Road, a distance of 1227.33 feet to a point for corner.

S. $78^{\circ} 12' 18''$ E., continuing along the center of Mims Road, a distance of 273.09 feet to a point for corner.

S. $47^{\circ} 25' 21''$ E., continuing along the said center of Mims Road, a distance of 149.22 feet to a point for corner.

N. $24^{\circ} 05' 05''$ E., leaving the center of Mims Road, a distance of 1486.14 feet to a point for corner.

N. $45^{\circ} 28' 05''$ W., a distance of 881.52 feet to the South corner of Rockwall Business Park East Addition, a point for corner.

N. $44^{\circ} 55'$ E., along the Southeast line of Rockwall Business Park East, a distance of 1309.27 feet to a point for corner.

N. $44^{\circ} 55' 43''$ W., along the Northeast line of Rockwall Business Park East, a distance of 89.16 feet to the PLACE OF BEGINNING, and containing 444.596 acres of land.

DESCRIPTION

25.47 acre Annexation

BEING, a tract of land situated in the R.B. Irvine Survey, Abstract No. 120, J. Lockhart Survey, Abstract No. 134, J.H.B. Jones Survey, Abstract No. 125, J.M. Allen Survey, Abstract No. 2, J.A. Ramsey Survey, Abstract No. 186, and the W.H. Baird Survey, Abstract No. 25, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING, at a point on the West line of F.M. Road No. 549, said point being S. $1^{\circ} 52' 40''$ E., a distance of 150.00 feet from the point of intersection of the South line of State Highway No. 276, with the West line of F.M. Road No. 549, a point for corner.

THENCE, N. $1^{\circ} 52' 40''$ W., along the West line of F.M. Road No. 549, a distance of 4402.64 feet to a point on the existing City Limit Line, a point for corner.

THENCE, N. $73^{\circ} 51'$ E., along the existing City Limit Line, a distance of 257.96 feet to a point for corner.

THENCE, S. $1^{\circ} 52' 40''$ E., along a line that is 250.00 feet East and parallel to the West Property line, F.M. Road No. 549, a distance of 4473.27 feet to a point for corner.

THENCE, S. $89^{\circ} 44'$ W., a distance of 250.10 feet to the PLACE OF BEGINNING, and containing 25.47 acres of land.

ORDINANCE NO. 97-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKWALL, TEXAS, PROVIDING FOR THE EXTENSION OF CERTAIN BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS AND THE ANNEXATION OF CERTAIN TERRITORY CONSISTING OF 1,178 ACRES OF LAND, WHICH SAID TERRITORY LIES ADJACENT TO AND ADJOINS THE PRESENT BOUNDARY LIMITS OF THE CITY OF ROCKWALL, TEXAS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Public Hearings were held before the governing body of the City of Rockwall, Texas, where all interested persons were provided with an opportunity to be heard on the proposed annexation of the following described territories;

AREA "1"

BEING, a tract of land situated in the R.B. IRVINE SURVEY, ABSTRACT NO. 120, the J.H.B. JONES SURVEY, ABSTRACT NO. 125 and the JOHN LOCKHART SURVEY, ABSTRACT NO. 134, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a point in the Centerline of Springer Road, said point being North 01°52'40" West, a distance of 788.90 feet from the most Easterly Southeast corner of a previous annexation of a 794.230 acre tract per Ordinance No. 85-69;

THENCE, along the current City Limits per Ordinance No. 85-69, the following:

North 01°52'40" West, a distance of 3683.86 feet to a point;
North 73°51'00" East, a distance of 1566.78 feet to a point;
North 01°52'40" West, a distance of 321.34 feet to a point on the Southerly line of Interstate Highway No. 30;

THENCE, North 73°18'06" East, along the said Southerly line of Interstate Highway No. 30, a distance of 1815.23 feet to a point at the Northeast corner of a called 1.5 acre tract as conveyed to Herschell and June Besharse as recorded in Volume 151, Page 906, of the Deed Records of Rockwall County, Texas (D.R.R.C.T.);

THENCE, South 0°20'14" East, leaving the Southerly line of Interstate Highway No. 30 and along the Easterly line of said Besharse Tract, a distance of 603.18 feet to a point at the Southeast corner of said Besharse Tract;

THENCE, South 89°27'06" West, along the Southerly line of said Besharse Tract part of the way, a total distance of 193.42 feet to an interior corner of a called 22.17 acre tract as conveyed to the Estate of Ethel Curfman and recorded as Cause No. 93-65 of the Probate Records of Rockwall County;

THENCE, South 00°50'54" East, along an Easterly line of said Curfman Tract part of the way, a total distance of 1823.58 feet to a point at the Southeast corner of a tract as conveyed to Floyd and Leola Hitt and recorded in Volume 86, Page 215, same being on the Northerly line of a called 90.422 acre tract as conveyed to Huey-Min & Grace H. Yu as recorded in Volume 1061, Page

213, D.R.R.C.T.;

THENCE, North 88°47'54" West, along the Southerly line of said Hitt Tract, same being the Northerly line of said Yu Tract, a distance of 657.00 feet to a point at the Southwest corner of said Hitt Tract, same being the Northwest corner of said Yu Tract;

THENCE, South 01°56'37" East, along the Westerly line of said Yu Tract, a distance of 2482.09 feet to a point in the Centerline of Springer Road;

THENCE, South 88°26'00" West, along the Centerline of Springer Road, a distance of 2388.28 feet to the POINT OF BEGINNING and containing 262.925 acres of land, more or less (as specifically depicted by Exhibit A "1" attached hereto).

AREA "2"

BEING, a tract of land situated in the JOHN LOCKHART SURVEY, ABSTRACT NO. 134 and the J.A. RAMSEY SURVEY, ABSTRACT NO. 186, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a point in the Centerline of Springer Road, said point being North 01°52'40" West, a distance of 788.90 feet from the Southeast corner of a 794.230 acre tract previously annexed into the City of Rockwall per Ordinance No. 85-69;

THENCE, leaving the most Easterly line of the current City Limits per Ordinance No. 85-69 and along the Centerline of Springer Road, the following:

North 88°33'00" East, a distance of 2635.23 feet to a point;
North 88°12'02" East, a distance of 2047.60 feet to the beginning of a curve to the right having a central angle of 91°11'46" and a radius of 600.00 feet;
Around said curve an arc distance of 955.00 feet to the end of said curve;
South 00°36'12" East, a distance of 302.51 feet to the beginning of a curve to the left having a central angle of 18°58'46" and a radius of 300.00 feet;
Around said curve an arc distance of 99.38 feet to the end of said curve;
South 19°34'58" East, a distance of 272.16 feet to the beginning of a curve to the right having a central angle of 19°54'48" and a radius of 200.00 feet;
Around said curve an arc distance of 69.51 feet to the end of said curve;
South 00°19'49" West, a distance of 129.33 feet to a point on the Southerly line of State Highway No. 276;

THENCE, North 88°07'22" West, along said Southerly line of State Highway No. 276, a distance of 128.00 feet to a point in the Centerline of Rochelle Road;

THENCE, South, along the Centerline of Rochelle Road, a distance of 1479.55 feet to a point;

THENCE, West, leaving the Centerline of Rochelle Road and along the Southerly line of two tracts as conveyed to Nan Smartt and Juliana Bond and recorded in Volume 879, Page 10 of the Deed Records of Rockwall County, Texas, a distance of 2140.50 feet to a point, same being the most Southerly Southwest corner of a called 84.45 acre tract as recorded in Volume 879, Page 10 of said Deed Records;

THENCE, North, continuing along a Westerly line of said 84.45 acre tract, a distance of 606.00 feet to a point, same being an interior corner of said 84.45 acre tract;

THENCE, West, a distance of 524.50 feet to a point at the Southwest corner of said 84.45 acre tract recorded in Volume 879, Page 10 of said Deed Records, same being the Southeast corner of

a called 82.219 acre tract as conveyed to Wayne Bradley and Normandy, Inc., and recorded in Volume 431, Page 01, of said Deed Records;

THENCE, South 89°43'58" West, along the Southerly line of said 82.219 acre tract, a distance of 2634.31 feet to a point on the Westerly line of F.M. Road No. 549;

THENCE, North 01°07'24" East, continuing along the Westerly line of said F.M. Road No. 549, a distance of 1409.38 feet to a point that is on the Southerly line of the current City Limits per Ordinance No. 85-69;

THENCE, North 89°44'00" East, leaving the Westerly line of F.M. Road No. 549 and along the Southerly line of the current City Limits, a distance of 250.10 feet to the Southeast corner of said 794.230 acre tract per Ordinance No. 85-69;

THENCE, North 01°52'40" West, along the Easterly line of the current City Limits, a distance of 788.90 feet to the POINT OF BEGINNING and containing 298.240 acres of land, more or less (as specifically depicted by Exhibit A "2" attached hereto which contains tracts 2-11, Pannell Subdivision, 2-9, 2-6, 2-3, 2-8, 2-7, 2, 2-1 and 10 in the J.A. Ramsey Survey, Abstract 188).

AREA "3"

BEING, a tract of land situated in the J.A. RAMSEY SURVEY, ABSTRACT NO. 186 and the W.H. BAIRD SURVEY, ABSTRACT NO. 25, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a point on the Easterly line of F.M. Road No. 549, said point being a distance of 150.00 feet from the point of intersection of the Southerly line of State Highway No. 276 with the Easterly line of F.M. Road No. 549, and being on the existing City Limits per Ordinance No. 83-37, Tract 7;

THENCE, South 01°07'24" West, along the East line of F.M. Road No. 549, a distance of 1409.38 feet to the Northwest corner of a called 80.422 acre tract as conveyed to McLendon Corp. and recorded in Volume 91, Page 526 of the Deed Records of Rockwall County, Texas;

THENCE, North 89°46'38" East, leaving the Easterly line of F.M. Road No. 549 and along the Northerly line of said 80.422 acre tract, a distance of 3158.80 feet to a point at the Northeast corner of said 80.422 acre tract;

THENCE, South 00°29'03" East, along the Easterly line of said 80.422 acre tract part of the way, for a total distance of 1648.00 feet to a point at the Southeast corner of a called 81.45 acre tract of land as conveyed to the McLendon Corp. and recorded in Volume 91, Page 526 of said Deed Records;

THENCE, South 89°58'41" West, along the Southerly line of said 81.45 acre tract, a distance of 322.01 feet to a point at the Northeast corner of a called 58.823 acre tract as conveyed to James K. Ingram and recorded in Volume 74, Page 322 of said Deed Records;

THENCE, South 00°02'21" East, along the Easterly line of said 58.823 acre tract part of the way, for a total distance of 1330.96 feet to a point at the Southeast corner of a called 27.925 acre tract as conveyed to Larry Wayne Starling and Mildred P. Starling as recorded in Volume 515, Page 276 of said Deed Records;

THENCE, South 89°54'53" West, along the Southerly line of said 27.925 acre tract, a distance of 2910.23 feet to a point on the Westerly line of F.M. Road No. 549;

THENCE, North 00°49'21" West, along the Westerly line of said F.M. Road No. 549, a distance of 3164.04 feet to a point at the Southeast corner of a called 172.854 acre tract as conveyed to Rockwall 173 L.P. and recorded in Volume 1101, Page 091 of said Deed Records;

THENCE, South 88°45'41" West, leaving the said Westerly line of F.M. Road No. 549 and along the Southerly line of said 172.854 acre tract, a distance of 3924.35 feet to a point at the Southwest corner of said 172.854 acre tract and being on the existing City Limits;

THENCE, North 00°43'15" West, along the existing City Limits and along the Westerly line of said 172.854 acre tract, a distance of 1888.45 feet to a point on the Westerly line of said 172.854 acre tract, said point being South 89°44'00" West, a distance of 100.39 feet from a Southwest corner of the current City Limits per Ordinance No. 83-37;

THENCE, North 89°44'00" East, passing at 100.39 feet a Southwest corner of the current City Limits and along a common line with the current City Limits, a distance of 4078.90 feet to the POINT OF BEGINNING and containing 428.838 acres of land, more or less (as specifically depicted on Exhibit A "3" attached hereto).

AREA "4"

BEING, a tract of land situated in the A. JOHNSON SURVEY, ABSTRACT NO. 23, the J.A. RAMSEY SURVEY, ABSTRACT NO. 186 and the W.W. FORD SURVEY, ABSTRACT NO. 80, Rockwall County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a point in the Centerline of F.M. Road No. 549, said point being the Southerly corner of a 444.596 acre tract previously annexed into the City Limits per Ordinance No. 86-37;

THENCE, along the current City Limits per Ordinance No. 86-37 and along the Centerline of F.M. Road No. 549 part of the way, the following:

Being the beginning of a curve to the left having a central angle of 01°02'32" and a radius of 5729.58 feet; Around said curve, an arc distance of 104.22 feet to the end of said curve;
North 50°59'00" East, a distance of 272.57 feet to a point in the Centerline of State Highway No. 205; North 45°16'00" East, a distance of 1445.29 feet to a point on the Northerly line of F.M. Road No. 549; South 89°18'45" West, along the Northerly line of F.M. Road No. 549, a distance of 1478.30 feet to a point; North 46°11'50" West, a distance of 302.20 feet to a point; North 44°44'00" West, a distance of 224.75 feet to the beginning of a curve to the right having a central angle of 04°26'10" and a radius of 4681.10 feet;
Around said curve an arc distance of 362.43 feet to the end of said curve, same being on the Westerly line of a called 217.25 acre tract as conveyed to Max Scheid and recorded in Volume 488, Page 31 of the Deed Records of Rockwall County, Texas;

THENCE, along the Westerly line of said 217.25 acre tract, the following:

North 00°40'50" West, a distance of 472.02 feet to a point;
North 00°31'23" West, a distance of 873.53 feet to a point;
North 00°16'33" East, a distance of 1402.66 feet to a point at the Northwest corner of said 217.25 acre tract;

THENCE, North 87°05'00" East, along the Northerly line of said 217.25 acre tract and along the Northerly line of Lofland Lake Estates, an Addition to Rockwall County, as recorded in Cabinet C, Page 231 of the Plat Records of Rockwall County, Texas, a distance of 2886.09 feet to a point on the Easterly line of F.M. Road No. 549;