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PUC DOCKET NO. _____

PETITION BY NEW PROGRESS	§	
WATER SUPPLY CORPORATION	§	BEFORE THE
AND PARKER COUNTY SPECIAL	§	
UTILITY DISTRICT FOR TEXAS	§	
WATER CODE § 13.248 APPROVAL	§	PUBLIC UTILITY COMMISSION
TO DESIGNATE WATER	§	
CERTIFICATE OF CONVENIENCE	§	
AND NECESSITY SERVICE AREA BY	§	OF TEXAS
CONTRACT IN PARKER COUNTY,		
TEXAS – KESSLER FARMS		

**NEW PROGRESS WATER SUPPLY CORPORATION'S AND PARKER COUNTY
SPECIAL UTILITY DISTRICT'S PETITION UNDER TEXAS WATER CODE 13.248**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COME NOW, New Progress Water Supply Corporation ("*New Progress WSC*") and Parker County Special Utility District ("*PCSUD*") (collectively, "*Applicants*") and hereby file this Petition for approval under Texas Water Code ("*TWC*") § 13.248 and 16 Texas Administrative Code ("*TAC*") § 24.253 to designate certificate of convenience and necessity ("*CCN*") service areas by contract and enforcement of same ("*Petition*" or "*Application*"). The relief requested affects a portion of PCSUD's water CCN No. 12313 located in Parker County, Texas. In support thereof, Applicants show the following:

I. PURPOSE OF THE PETITION

Applicants file this Petition to request the Commission act to approve and enforce a contract in which Applicants have agreed to transfer a portion of PCSUD's water CCN No. 12313 service area to existing New Progress WSC's water CCN No. 11844. The Applicants' agreement designates the transferred area to be served by New Progress WSC. The specific transfer area

and terms of the agreement are more specifically set forth in the Agreement Between Parker County Special Utility District and New Progress WSC included as **Exhibit 1** (the "Contract").¹ PCSUD does not provide retail water service to any customers within the transfer area, and no PCSUD customers are being transferred from PCSUD to New Progress WSC,

II. REQUEST FOR TRANSFER

Pursuant to 16 TAC § 24.253, implementing TWC § 13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. Maps of the subject service area designations prepared in accordance with 16 TAC § 24.257(a) are included in Exhibits A and B.2 of the executed Contract attached hereto as **Exhibit 1**.²

2. A copy of the executed Contract, the entirety of which is included as **Exhibit 1**.³

3. The number of customers to be transferred is: 0.⁴

4. The contract was discussed and approved at PCSUD's June 16, 2022 board meeting.

Pursuant to 16 TAC § 24.253(c)(2) and (3) attached as **Exhibit 2** is the affidavit of Cole Leatherman as Board President of PCSUD and the PCSUD's Notice for the June 16, 2022 meeting.

The Commission has no standardized application form for the relief sought in this Petition and, thus, Applicants are relying on 16 TAC § 24.253 for the contents of this Petition. However, that rule states that "any other information required by the commission" should be submitted.⁵

¹ All exhibits are hereafter attached and incorporated by reference.

² 16 TAC § 24.253(b)(1).

³ 16 TAC § 24.253(b)(2).

⁴ 16 TAC § 24.253(b)(3).

⁵ 16 TAC § 24.253(b)(5).

Applicants respectfully request that the Commission inform Applicants if any other information is required. The undersigned will be the point of contact for this Petition and PCSUD has authorized this filing in the Contract.

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC § 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met.⁶ 16 TAC § 24.253 does not impose any special notice requirements for this application because no customer transfers are contemplated.⁷ Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff as there are no customers in the transferred service area.⁸ Thus, a hearing should not be required and informal disposition is appropriate.⁹

IV. CONCLUSION

Parker County Special Utility District and New Progress Water Supply Corporation respectfully request the Commission process this Petition under TWC § 13.248 and 16 TAC § 24.253 with respect to the agreed upon CCN transfer described herein and approve the CCN designations contemplated by the Contract. If for any reason the Commission finds the information submitted with this Petition is insufficient for Application acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

⁶ 16 TAC § 22.35(a)(1)-(3).

⁷ 16 TAC § 22.35(a)(1) and 24.253(c)(1)-(3).

⁸ 16 TAC § 22.35(a)(2).

⁹ 16 TAC § 22.35(a)(3).

Respectfully submitted,


By: 

Scott W. Eidman
State Bar No. 24078468
Winstead PC
2728 N. Harwood St, Ste 500
Dallas, TX 75201
(214) 745-5484
seidman@winstead.com

ATTORNEY FOR NEW PROGRESS WSC

CERTIFICATE OF SERVICE

I hereby certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on July 8, 2022, in accordance with the Orders Suspending Rules issued in Project No. 50664.



Scott W. Eidman

Exhibit 1
Agreement

**RESOLUTION APPROVING THE AGREEMENT BETWEEN
PARKER COUNTY SPECIAL UTILITY DISTRICT AND
NEW PROGRESS WATER SUPPLY CORPORATION**

WHEREAS, the Parker County Special Utility District ("PCSUD") is a special utility district operating under Chapters 49 and 65 of the Texas Water Code and Certificate of Convenience and Necessity ("CCN") No. 12313; and

WHEREAS, New Progress Water Supply Corporation ("New Progress WSC") is a Texas non-profit corporation authorized to transact business in the State of Texas, and is a retail public utility as defined by Texas Water Code § 13.002(19), and a water utility as defined by Texas Water Code § 13.002(23); and

WHEREAS, PCSUD's CCN No. 12313, issued by the Public Utility Commission of Texas ("PUC") or a prior agency with CCN regulatory authority, authorizes exclusive retail water utility service by PCSUD within an area of Parker County, Texas and includes that certain 116.715 acre real property more particularly depicted in **Exhibit "A"** ("Transfer Property"); and

WHEREAS, New Progress WSC holds water CCN No. 11844 issued by the PUC or a prior agency with CCN regulatory authority authorizing New Progress WSC to provide retail water service to the lands identified therein; and

WHEREAS, PCSUD and New Progress WSC have negotiated an agreement (the "Agreement"), attached hereto as **Exhibit "B,"** in which the parties agree, pursuant to Texas Water Code § 13.248, that New Progress WSC will provide retail public water utility service to the Transfer Property, and that the portion of PCSUD's water service area that overlaps with the Transfer Property should be transferred to New Progress WSC's CCN No. 11844; and

WHEREAS, the Board finds that the Agreement is in PCSUD's best interests.

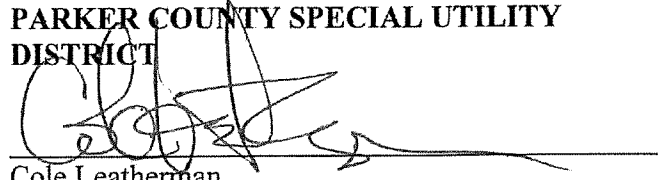
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Parker County Special Utility District, acting in a duly noticed public meeting, hereby:

1. Finds that the recitals stated above are true and correct and are fully incorporated herein.
2. Approves the Agreement.
3. Authorizes the President of the PCSUD's Board of Directors to take all actions as may be necessary and proper to finalize and execute the Agreement, to file and prosecute any applications or petitions with the PUC regarding the Agreement, and to finalize and execute all documents accompanying such Agreement.
4. This Resolution shall be in full force and effect from and after its passage.

PASSED AND APPROVED on this 16th day of June 2022.

The vote of the Board was: 7 Ayes 0 Nays

**PARKER COUNTY SPECIAL UTILITY
DISTRICT**

A handwritten signature in black ink, appearing to read 'Cole Leatherman', written over a horizontal line.

Cole Leatherman
President, Board of Directors

ATTEST:

A handwritten signature in black ink, appearing to read 'Tim Oakes', written over a horizontal line.

Tim Oakes
Secretary/Treasurer, Board of Directors

**AGREEMENT BETWEEN PARKER COUNTY SPECIAL UTILITY DISTRICT
AND
NEW PROGRESS WATER SUPPLY CORPORATION**

This Agreement (this "Agreement") is entered into by and between **Parker County Special Utility District**, a political subdivision of the State of Texas ("PCSUD"), and **New Progress Water Supply Corporation**, a Texas non-profit corporation ("New Progress WSC") to be effective as of the last date of execution below. PCSUD and New Progress WSC are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

Recitals

WHEREAS, Parker County Special Utility District is a political subdivision of the State of Texas organized and operating under Texas Special District Local Laws Code, Chapter 7202, Texas Water Code, Chapters 49 and 65, and Section 59 Article XVI of the Texas Constitution and a retail public utility as defined by Texas Water Code § 13.002(19); and

WHEREAS, New Progress Water Supply Corporation is a Texas non-profit corporation authorized to transact business in the State of Texas, and is a retail public utility as defined by Texas Water Code § 13.002(19), and a water utility as defined by Texas Water Code § 13.002(23); and

WHEREAS, PCSUD holds water Certificate of Convenience and Necessity ("CCN") No. 12313 issued by the Public Utility Commission of Texas ("PUC") or a prior agency with CCN regulatory authority authorizing exclusive retail water utility service by PCSUD within CCN No. 12313; and

WHEREAS, New Progress WSC holds water CCN No. 11844 issued by the PUC or a prior agency with CCN regulatory authority authorizing New Progress WSC to provide exclusive retail water utility service to the lands located within CCN No. 11844; and

WHEREAS, New Progress WSC entered into a Utility Construction and Service Agreement with the landowner of approximately 116.715 acres ("Transfer Property") as depicted in the maps attached as Exhibit A and further described in the deed that is attached hereto as Exhibit B; and

WHEREAS, the Transfer Property is currently located within the boundaries of PCSUD's CCN and the Parties agree pursuant to Texas Water Code § 13.248 that New Progress WSC will provide retail public water utility service to the Transfer Property; and

WHEREAS, PCSUD has no existing customers or facilities within the Transfer Property boundaries; and

WHEREAS, conditioned upon PUC approval of this transaction, New Progress WSC agrees to accept the PCSUD CCN water service area that includes the Transfer Property and accept

the obligation to serve it as consideration for the proposed CCN area transfer of the Transfer Property from PCSUD to New Progress WSC; and

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, PCSUD and New Progress WSC hereby agree as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.

2. **Term.** This Agreement shall continue in effect for five (5) years from the Effective Date. Notwithstanding the foregoing, this Agreement will terminate earlier on the date the approval by the PUC of this Agreement is final and non-appealable.

3. **Property Subject to the Agreement.** The property that is the subject of this Agreement and the water CCN service area proposed for transfer to New Progress WSC is the Transfer Property shown in Exhibit B. The general location of the Transfer Property is also shown in Exhibit B.

4. **Transfer of PCSUD CCN Service Area.** PCSUD consents and agrees to the transfer of the Transfer Property and corresponding PCSUD water CCN service area to New Progress WSC provided the following conditions and obligations are satisfied:

i. Within 60 days of execution of this Agreement, New Progress WSC shall prepare, file and diligently prosecute, at New Progress WSC's expense, an application pursuant to Texas Water Code Section 13.248 with the PUC ("13.248 Application") to have the Transfer Property transferred from PCSUD CCN No. 12313 New Progress WSC's CCN No. 11844. PCSUD shall not oppose the 13.248 Application, consents to New Progress WSC water service within the Transfer Property, and will not object or otherwise attempt to defeat the 13.248 Application to include the Transfer Property within New Progress WSC's water CCN, and shall reasonably cooperate with respect thereto.

ii. If the PUC denies the 13.248 Application for any reason, this Agreement shall terminate.

iii. DKO I 20 Development, LLC ("Landowner of Transfer Property") will reimburse PCSUD for its actual legal costs incurred to review and approve this agreement in a sum not to exceed \$5,000.00.

5. **Retail Service.** PCSUD hereby consents to New Progress WSC serving the Transfer Property during the pendency of the 13.248 Application at the PUC. The Parties agree that upon PUC approval of the 13.248 Application, PCSUD shall have no further obligation to provide service to the Transfer Property. If the PUC denies the 13.248 Application, the Parties agree to continue to discuss how best to achieve the purpose of the Agreement.

6. **Default.** In the event PCSUD or New Progress WSC fails to comply with the terms of this Agreement, each Party has the right to enforce the terms of this Agreement by any remedy permitted by law.

7. **Miscellaneous.**

- a. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- b. 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. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Parker County, Texas.
- d. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- e. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other Parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- f. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- g. Any notice provided for under the terms of this Agreement by either party to the other shall be in writing and shall be deemed to have been properly given when delivered to the respective Party at the addresses below:

to PCSUD:

Parker County Special Utility District
500 Brock Spur
Milsap, TX 76066
Attn: Cole Leatherman President
Email: pam@parkercountywater.com

to New Progress WSC:

New Progress Water Supply Corporation
1925 Ft Worth Hwy, Ste 103
Weatherford, TX 76086
Attn: Steve Tallon
Email: newprogresswater@yahoo.com

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

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


i. 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.

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

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

**PARKER COUNTY SPECIAL UTILITY
DISTRICT**

By: 

Name: Dakota Tawater

Title: General Manager

Date: June 17, 2022

ACKNOWLEDGEMENT

THE STATE OF TEXAS


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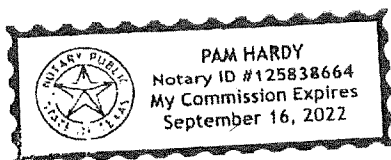
COUNTY OF PARKER

§

This instrument was acknowledged before me on the 17th day of June, 2022, by Dakota Tawater, General Manager of Parker County Special Utility District, a political subdivision of the State of Texas, on behalf of same.


Notary Public – State of Texas

(SEAL)



NEW PROGRESS WATER SUPPLY CORPORATION,
a Texas non-profit corporation

By: *Lisa Franklin*

Name: Lisa Franklin

Title: Secretary / Treasurer

Date: June 21, 2022

ACKNOWLEDGEMENT

THE STATE OF TEXAS

§

§

COUNTY OF PARKER

§

This instrument was acknowledged before me on the 21 day of June, 2022, by Lisa D Franklin, Secretary / Treasurer of New Progress Water Supply Corporation, a Texas non-profit corporation, on behalf of said corporation.

Pam Hardy
Notary Public – State of Texas

(SEAL)

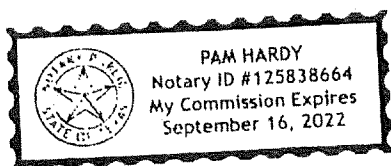
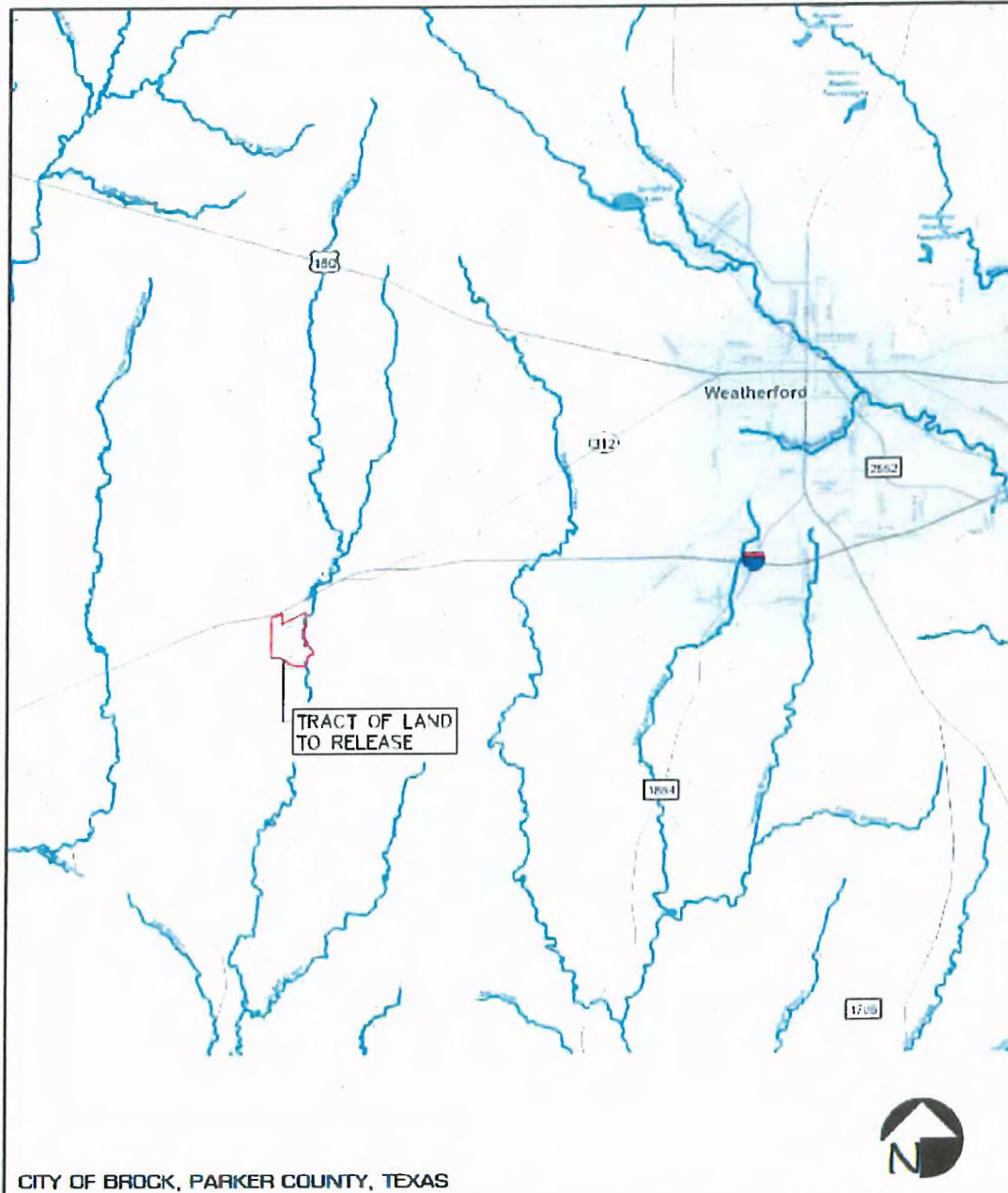

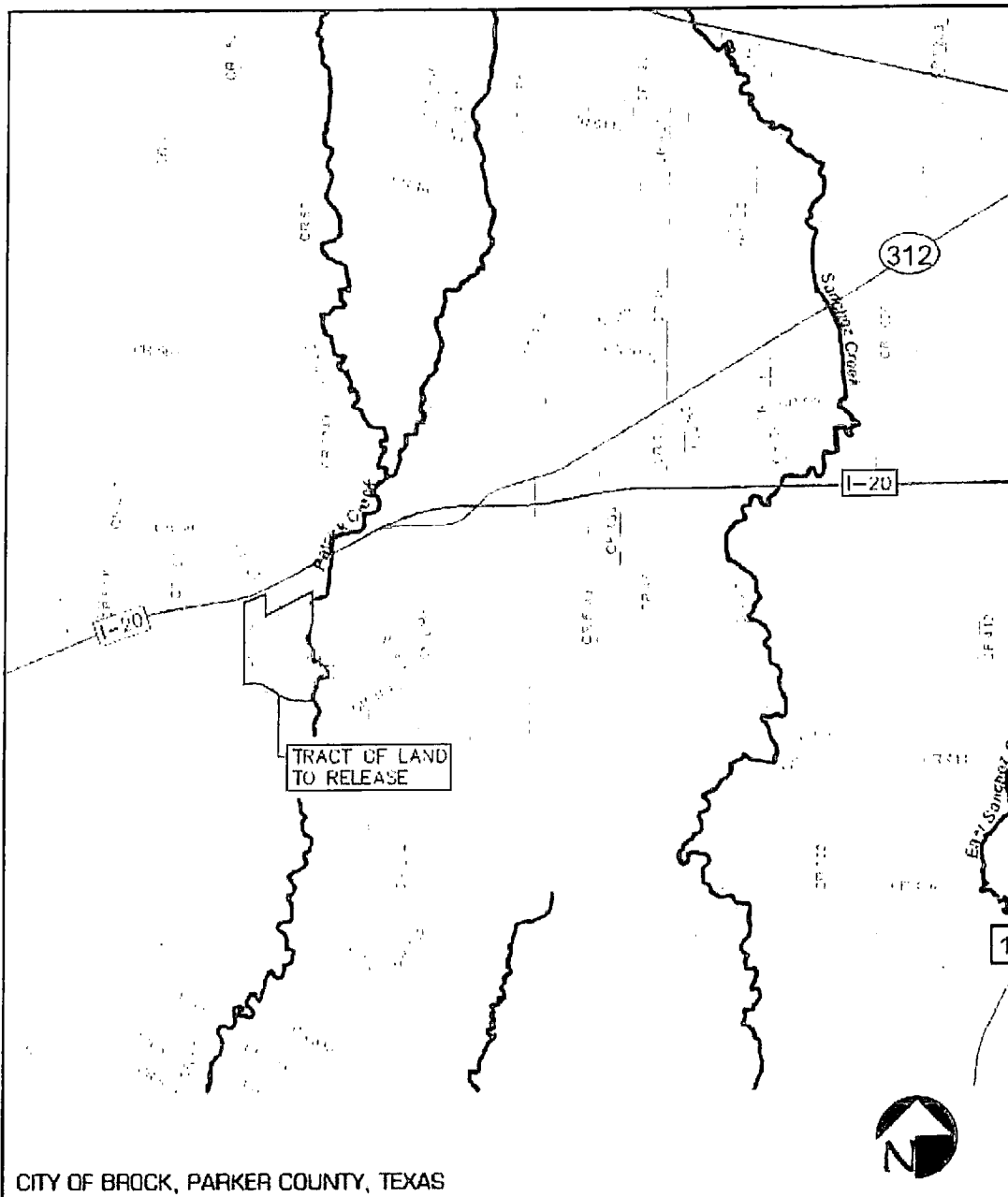


Exhibit "A"
Transfer Property



Sheet: 1	KESSLER FARMS FOR DK0120 DEVELOPMENT <hr/> GENERAL LOCATION MAP	 WASTELINE ENGINEERING, INC. 10833 Private Street Aliso Viejo, Texas 78008 (817) 441-1300 (817) 441-1033 fax <small>Texas Registered Engineering Firm 00714009</small>	Date: February, 2022 Drawn by: J.I.R. Designed by: G.B. QA: G.B. Project Job#: 22109
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Sheet <div>2</div>	KESSLER FARMS FOR DK0120 DEVELOPMENT <hr/> DETAILED MAP EXHIBIT	<div>  WASTELINE ENGINEERING, INC. </div> <div> <small> 10823 Power Source Aliso Viejo, Texas 78000 </small> <small> (817) 441-1500 (817) 441-1033 fax </small> <small> Texas Registered Engineer License #1659 </small> </div>	Date: February, 2022 Drawn by: J.I.R. Designed by: G.B. QA: G.B. Project Job#: 22109
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Exhibit "B"
Deed Transfer Tract

We certify that this is a true and correct copy of the original hereof, as filed for record.
By: Alamo Title Company

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GF# 6000182100131

STATE OF TEXAS

§
§
§

COUNTY OF PARKER

The undersigned, **CARL E. KESSLER FAMILY FOUNDATION, A TEXAS NON-PROFIT CORPORATION**, (hereinafter called "**Grantor**"), for good and valuable consideration receipt of which is hereby acknowledged and confessed, **AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY** of a Note of even date that is in the principal amount of \$4,091,700.00, executed by **DKO I 20 DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY**, (hereinafter called "**Grantee**"), payable to the order of **FIRST NATIONAL BANK AND TRUST COMPANY OF WEATHERFORD DBA FIRST BANK TEXAS**. The Note is secured by a Vendor's Lien (TO THE EXTENT OF \$2,775,000.00) retained in favor of **FIRST NATIONAL BANK AND TRUST COMPANY OF WEATHERFORD DBA FIRST BANK TEXAS** in this Deed and by a Deed of Trust of even date from Grantee to **MIKE RHEA, Trustee(s)**, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee, whose mailing address is **1903 FM 1189, SUITE 100, BROCK, TEXAS 76087**, that certain tract of land more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Land**"), together with all rights, titles and interests appurtenant thereto, including, without limitation, (i) all structures, fixtures, buildings, and improvements situated on the Land, (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of above, over, under, through or adjoining the Land and in and to any strips or gores of real estate adjoining the Land, (iii) all of Grantor's right, title and interest in and to any air rights and water and riparian rights appurtenant to the Land, and (iv) all rights, titles, powers, privileges and interests appurtenant or incident to any of the

foregoing (the Land and the foregoing being herein collectively called the "**Property**"), lying and being situated in the County of **PARKER**, State of Texas; subject, however, to (i) the matters set forth in **Exhibit B** attached hereto and incorporated herein by reference (the "**Permitted Exceptions**"); and (ii) the **Mineral Reservation** (as such term is hereinafter defined).

Grantor excepts from the conveyance and reserves unto Grantor, Grantor's heirs, executors, administrators, successors and assigns, forever, all oil, gas, and other minerals in and under and that may be produced from the Land (the "**Mineral Reservation**"); provided, however, that Grantor hereby waives, relinquishes, releases and quitclaims unto Grantee the right of ingress and egress to, from, over and across the surface of the Land relating to the mineral estate owned by Grantor, including, without limitation, all rights of ingress and egress for the exploration, drilling, mining, production, development, transportation and/or storage of oil, gas, and other minerals. Nothing herein, however, shall restrict or prohibit Grantor or Grantor's heirs, executors, administrators, successors or assigns, as the owner of the Mineral Reservation or through lease of the mineral interest covered thereby, from developing or producing the oil, gas or other minerals in, on and under the Land (i) by pooling or unitization of the Land with other land or (ii) by drilling (utilizing directional or horizontal drilling methods) under the Land (at a depth of not less than five hundred feet [500'] below the surface of the Land) from surface locations on other lands in accordance with all applicable ordinances, regulations and statutes, and in accordance with good drilling practices, provided that these operations in no manner interfere with the surface or subsurface support or use or operation of any improvements constructed or to be constructed on the Land.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee and its respective heirs, successors, assigns, and legal representatives, forever, subject, however, to the matters set forth herein; and Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND, all and singular, the Property unto the said Grantee, and its respective heirs, successors, assigns, and legal representatives, against every person whosoever lawfully claiming or to claim the same or any part thereof; subject, however, to the Permitted Exceptions and the Mineral Reservation.

The vendor's lien against and superior title to the property are retained (TO THE EXTENT OF \$2,775,000.00) until each Note described is fully paid according to its terms, at which time this deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained (TO THE EXTENT OF \$2,775,000.00) are hereby transferred, assigned, sold and conveyed to **FIRST NATIONAL BANK AND TRUST COMPANY OF WEATHERFORD DBA FIRST BANK TEXAS**, its successors and assigns, or heirs and assigns, as appropriate, the Payee named in said Note, without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

Effective this the 12th day of May, 2021

CARL E. KESSLER FAMILY FOUNDATION, A TEXAS
NON-PROFIT CORPORATION

BY: Carla Kay Kessler
CARLA KAY KESSLER, PRESIDENT

ACCEPTED AND AGREED TO:

DKO I 20 DEVELOPMENT, LLC, A TEXAS
LIMITED LIABILITY COMPANY

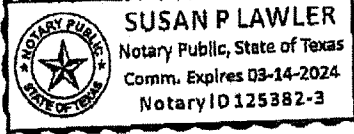
BY: [Signature]
DEREK OSBURN, MANAGER

BY: [Signature]
KENNETH OZEE, MANAGER

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on the 12th day of May, 2021, by CARLA KAY KESSLER, PRESIDENT OF CARL E. KESSLER FAMILY FOUNDATION, A TEXAS NON-PROFIT CORPORATION, ON BEHALF OF SAID CORPORATION.



Susan P. Lawler
Notary Public, State of Texas
Notary's Name (printed):
Notary's commission expires:

NOTICE: This document affects your legal rights. Read it carefully before signing.

AFTER RECORDING RETURN TO:
DKO | 20 DEVELOPMENT, LLC, A TEXAS LIMITED
LIABILITY COMPANY
1803 FM 1189, SUITE 100
BROCK, TEXAS 76087

PREPARED IN THE LAW OFFICE OF:
NEWMAN & LAWLER
A PROFESSIONAL LIMITED LIABILITY COMPANY
ATTORNEYS AT LAW
200 BAILEY AVE., SUITE 100
FORT WORTH, TEXAS 76107

EXHIBIT A

Description for a tract of land situated in the H. MINKLE SURVEY, Abstract No. 858 and the CONRAD MACKELOFF SURVEY, Abstract No. 916, and the J. MULLENIX SURVEY, Abstract No. 965, and the J.B. PINKSTON SURVEY, Abstract No. 1056, and the C.A. GRANT SURVEY, Abstract No. 504, Parker County, Texas, said tract being a portion of that certain tract of land described in deed to Carl E. Kessler, recorded in Volume 1831, Page 27, Real Records, Parker County, Texas and being more particularly described as follows:

COMMENCING from a 1/2" Iron set in the South line of I-20 Service Road (Quana Hill Road), said iron being for the Northeast corner of Lot 1, Quana Hill Estates, recorded in Plat Cabinet B, Slide 306, Plat Records, Parker County, Texas and being for the beginning of a curve to the left whose radius is 4008.72 feet;

THENCE with the South line of said I-20 Service Road (Quana Hill Road), and with said curve to the left whose chord bears N 68°05'27" E, 621.14 feet and being an arc length of 621.77 feet to a 1/2" iron set for the POINT OF BEGINNING and being for the beginning of a curve to the left whose radius is 4008.72 feet;

THENCE with the South line of said I-20 Service Road (Quana Hill Road), and with said curve to the left whose chord bears N 62°59'43" E, 91.26 feet and being an arc length of 91.26 feet to a 1/2" iron set;

THENCE N 62°16'00" E, with the South line of said I-20 Service Road (Quana Hill Road), 806.83 feet to a 1/2" iron set;

THENCE S 57°14'17" E, with the South line of said I-20 Service Road (Quana Hill Road), 79.84 feet to a concrete monument found;

THENCE N 34°42'29" E, with the South line of said I-20 Service Road (Quana Hill Road), 126.66 feet to a 5/8" iron found;

THENCE N 62°16'00" E, with the South line of said I-20 Service Road (Quana Hill Road), 534.96 feet to a 1/2" iron set;

THENCE S 00°34'46" E, 916.90 feet to a point in a creek;

THENCE with said creek, the following calls:

S 02°25'40" E, 289.56 feet;
 S 00°35'28" E, 237.82 feet;
 S 15°29'44" W, 245.04 feet;
 S 09°05'46" W, 208.91 feet;
 S 07°31'43" W, 147.04 feet;
 S 19°32'54" E, 180.96 feet;
 S 31°07'31" E, 186.36 feet;
 S 16°09'16" E, 108.81 feet;
 S 26°57'30" E, 136.42 feet;
 S 60°24'34" E, 280.92 feet;
 S 40°27'59" E, 319.57 feet;
 S 00°08'13" E, 171.85 feet;
 S 78°02'22" W, 219.24 feet;
 S 54°14'20" W, 105.16 feet;
 S 11°08'49" W, 231.57 feet;
 S 18°17'40" W, 321.98 feet;
 S 68°18'00" W, 176.84 feet;
 N 88°37'53" W, 94.38 feet;
 N 79°11'34" W, 139.13 feet;
 S 86°54'11" W, 176.15 feet;

EXHIBIT A
(Continued)

N 71°32'43" W, 181.61 feet;
N 71°30'17" W, 128.50 feet;
N 50°20'58" W, 51.80 feet;
N 82°54'57" W, 83.69 feet;
N 38°36'54" W, 145.70 feet;
N 53°51'37" W, 91.50 feet;
N 64°19'29" W, 423.47 feet to a 1/2" iron set;

THENCE N 03°51'32" E, 653.03 feet to a 1/2" iron set;

THENCE N 03°43'03" E, 323.55 feet to a 1/2" iron set;

THENCE N 03°01'42" W, 217.42 feet to a 1/2" iron set;

THENCE N 00°31'40" E, 589.17 feet to a 1/2" iron set;

THENCE N 02°00'53" W, 271.80 feet to a 1/2" iron set;

THENCE N 04°03'08" E, 557.88 feet to the POINT OF BEGINNING and containing 116.715 acres of land.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE
CALCULATIONS ARE CORRECT.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. RESTRICTIVE COVENANTS RECORDED UNDER COUNTY CLERK'S FILE NO. 202116800, REAL PROPERTY RECORDS, PARKER COUNTY, TEXAS.
2. STANDBY FEES, TAXES AND ASSESSMENTS BY ANY TAXING AUTHORITY FOR THE YEAR 2021 AND SUBSEQUENT YEARS, THE PAYMENT OF WHICH IS ASSUMED BY GRANTEE.
3. RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASE AGREEMENTS.
4. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED DECEMBER 23, 1980, RECORDED DECEMBER 29, 1980, IN VOLUME 1092, PAGE 577, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, AND ALL TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS.
5. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED MAY 11, 1946, RECORDED MAY 14, 1946, IN VOLUME 209, PAGE 101, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, AND ALL TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS.
6. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED SEPTEMBER 17, 1958, RECORDED JANUARY 23, 1959, IN VOLUME 306, PAGE 145, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, AND ALL TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS.
7. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED JUNE 3, 1977, RECORDED JUNE 8, 1977, IN VOLUME 679, PAGE 324, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, AND ALL TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS.
8. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED JANUARY 19, 2006, RECORDED JANUARY 24, 2006, IN VOLUME 2404, PAGE 948, OFFICIAL RECORDS, PARKER COUNTY, TEXAS, AND ALL TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS.
9. TERMS, CONDITION, AND STIPULATIONS CONTAINED IN FINAL JUDGMENT OF CONDEMNATION FOR PIPE LINE RIGHT-OF-WAY IN CAUSE NO. 2-72, IN THE DISTRICT COURT OF PARKER COUNTY, TEXAS, STYLED "GULF REFINING CO. VS. O.T. DAVIS ET UX" AND ALL RIGHTS OF SAID GULF REFINING CO. FOR THE USE OF PARTS OF SAID ABOVE DESCRIBED LAND FOR PIPE LINE PURPOSES AS IN SAID JUDGMENT SET FORTH IN DETAIL, AS EVIDENCED BY DOCUMENTN RECORDED IN VOLUME 1524, PAGE 825, REAL PROEPRTY RECORDS, PARKER COUNTY, TEXAS.

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

10. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: TRI-COUNTY ELECTRIC COOPERATIVE, INC.
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JUNE 1, 1977
RECORDING NO.: IN VOLUME 678, PAGE 736, REAL PROPERTY RECORDS,
PARKER COUNTY, TEXAS

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

11. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: THE TEXAS COMPANY
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: JUNE 2, 1914
RECORDING NO.: IN VOLUME 83, PAGE 633, REAL PROPERTY RECORDS,
PARKER COUNTY, TEXAS

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

12. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: CONSUMERS GAS AND FUEL COMPANY OF TEXAS
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: NOVEMBER 29, 1919
RECORDING NO.: IN VOLUME 117, PAGE 42, REAL PROPERTY RECORDS,
PARKER COUNTY, TEXAS

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

13. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: TRI-COUNTY ELECTRIC CO-OPERATIVE, INC.
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: APRIL 26, 1990
RECORDING NO.: IN VOLUME 471, PAGE 1689, REAL PROPERTY RECORDS,
PARKER COUNTY, TEXAS

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

14. EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: BARNET GATHERING, LP
PURPOSE: AS PROVIDED IN SAID DOCUMENT
RECORDING DATE: MARCH 27, 2007
RECORDING NO.: IN VOLUME 2523, PAGE 562, REAL PROPERTY RECORDS,
PARKER COUNTY, TEXAS

NOTED ON SURVEY DATED MARCH 10, 2021, BY HORIZON LAND SURVEYING, PREPARED BY DOUG BURT, REGISTERED PROFESSIONAL LAND SURVEYOR NUMBER 2023; JOB NUMBER 2021160 RSB.

15. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:

JOB NO.:	2021160 RSB
DATED:	MARCH 10, 2021
PREPARED BY:	DOUG BURT, REGISTERED PROFESSIONAL AND SURVEYOR NUMBER 2023
MATTERS SHOWN:	CREEK TRAVERSING PROPERTY; AND APPROXIMATE LIMITS OF THE 100 YEAR FLOOD HAZARD, PER F.I.R. MAP, PANEL NO. 48367C0375-E, DATED SEPTEMBER 26, 2008

Exhibit 2
Affidavit PCSUD Board President and Notice for June 16, 2022, Meeting

AFFIDAVIT OF COLE LEATHERMAN

STATE OF TEXAS §

§

COUNTY OF PARKER §

On this day, Cole Leatherman, appeared before me, the undersigned notary public, and after I administered an oath to him, upon his oath he said:

“My name is Cole Leatherman. I am the Board President of the Parker County Special Utility District (PCSUD). I am more than 21 years of age and capable of making this affidavit. I have personal knowledge of the facts stated herein, which are true and correct.

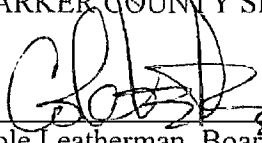
1. On June 16, 2022, PCSUD approved that certain Agreement between PCSUD and New Progress Water Supply Corporation (New Progress WSC) pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253 transferring a portion of PCSUD’s water service area under Certificated of Convenience and Necessity (CCN) No. 12313 to New Progress WSC’s CCN No. 11844.

2. The Agreement was discussed and approved by the Board of Directors of Parker County Special Utility District (Board) during its meeting held on June 16, 2022.

3. Notice of the June 16, 2022 Board meeting was publicly posted as required by law.

4. A copy of the Notice from the June 16, 2022 Board meeting is attached to this Affidavit.

PARKER COUNTY SPECIAL UTILITY DISTRICT

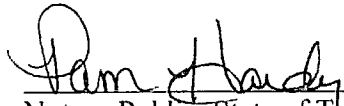


Cole Leatherman, Board President

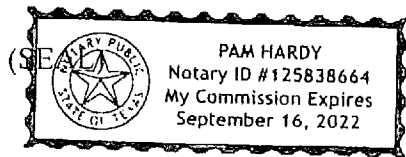
Date: 7-6-22

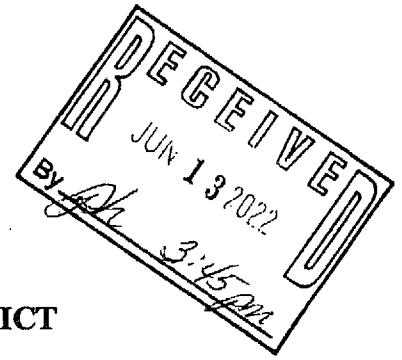
STATE OF TEXAS §
 §
COUNTY OF PARKER §

This instrument was acknowledged before me on July 6, 2022, by Cole Leatherman, Board President of Parker County Special Utility District, on behalf of said special utility district.



Notary Public, State of Texas





**NOTICE OF PUBLIC MEETING
PARKER COUNTY SPECIAL UTILITY DISTRICT
BOARD OF DIRECTORS**

NOTICE IS HEREBY GIVEN THAT ON **Thursday, June 16, 2022**, at **7:00 PM** the **Board of Directors** of the **PARKER COUNTY SPECIAL UTILITY DISTRICT** will hold a public meeting at the PCSUD Main Office located at **500 Brock Spur, Brock, Texas** for the following purposes, including appropriate action on any item:

This meeting is open to the public and the following items will be covered for consideration and action by the Board of Directors:

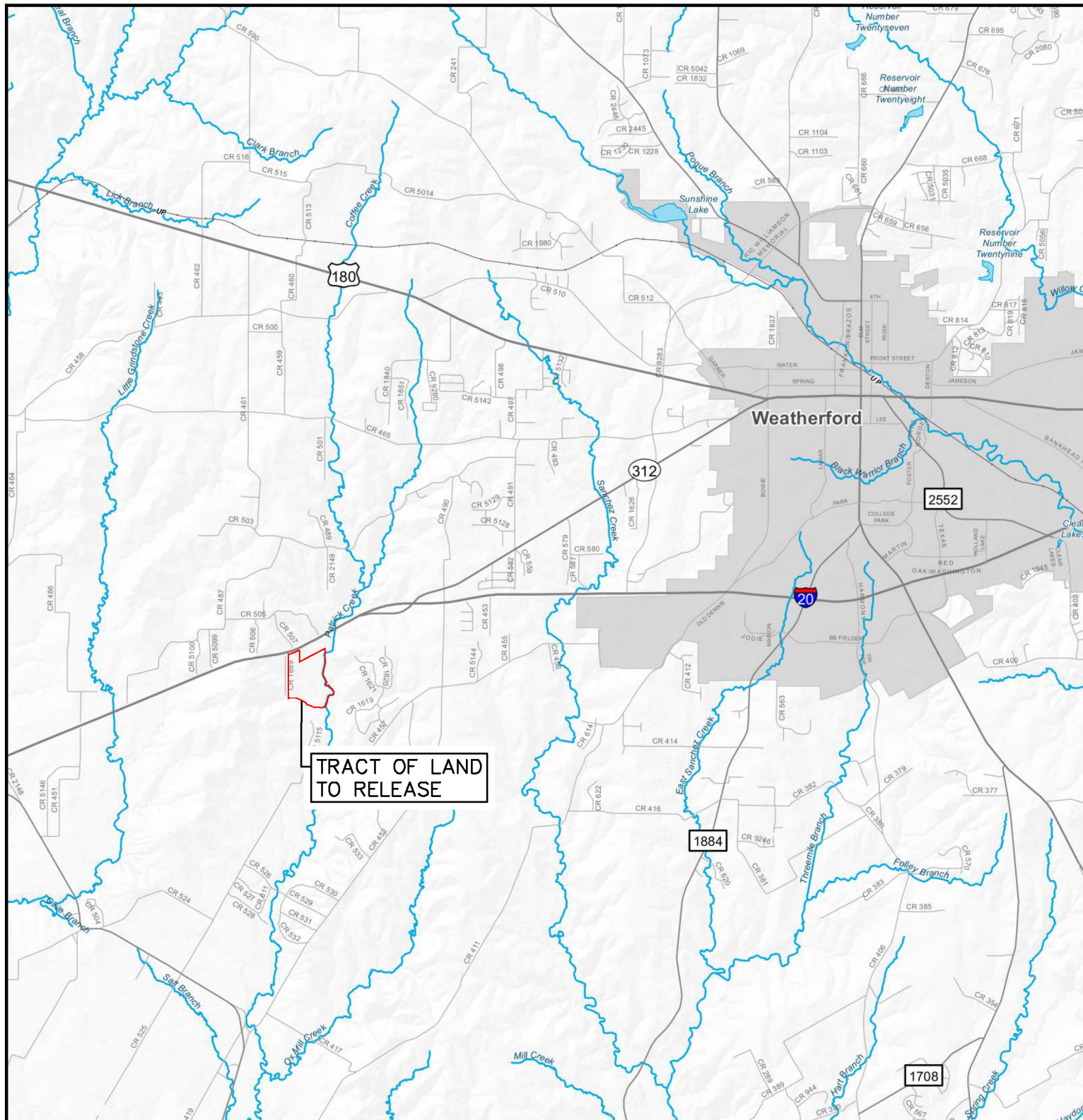
- Call Meeting to Order
- Approval of Minutes from the May 19th Board Meeting
- Approval of Minutes from the May 23rd Special Board Meeting
- **Public Comments:** The board is pleased to hear from customers and visitors on any item that does not appear on the posted Agenda (comments on Agenda items will be taken with the item). In order to respect the Board's time, please limit your remarks to three minutes.
- Update on the Water System Improvements Project by District's Engineer, eHT
- Update on the Water Distribution System Project by eHT
 - Review/Approve a Proposed Agreement for Right-of-Way Easements for the Installation of Distribution Trunk Lines on Pritchard Lane
- Discussion and Action on Engineer's Updates and Discussions
- Consider and Discuss the Agreement Between Parker County Special Utility District and New Progress Water Supply Corporation regarding the proposed transfer of the CCN rights for the Kessler Farms development
- Adopt a Resolution Approving the Agreement Between Parker County Special Utility District and New Progress Water Supply Corporation regarding the proposed transfer of the CCN rights for the Kessler Farms development
- Review/Approve Transfer Report
- Manager's Update on Current Projects
- All Business Dealing with Personnel
- Old Business
- Approval of Financial Statements
- Authorize Payment of Bills
- Adjournment of Meeting

Executive Session - The Board of Directors reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, to the extent authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development).

Action from Executive Session

- The Board may vote and/or act upon each of the items listed in this agenda

In accordance with Federal law and U.S. Department of Agriculture policy,
This institution is prohibited from discriminating on the basis of race, color, national
origin, sex, age, or disability (not all prohibited bases apply to all programs)



CITY OF BROCK, PARKER COUNTY, TEXAS



Sheet:

1

KESSLER FARMS
FOR
DKOI20 DEVELOPMENT

GENERAL LOCATION MAP



WASTELINE
ENGINEERING, INC.

208 S Front Street (817) 441-1300
Aledo, Texas 76008 (817) 441-1033 fax
Texas Registered Engineering Firm #F-1669

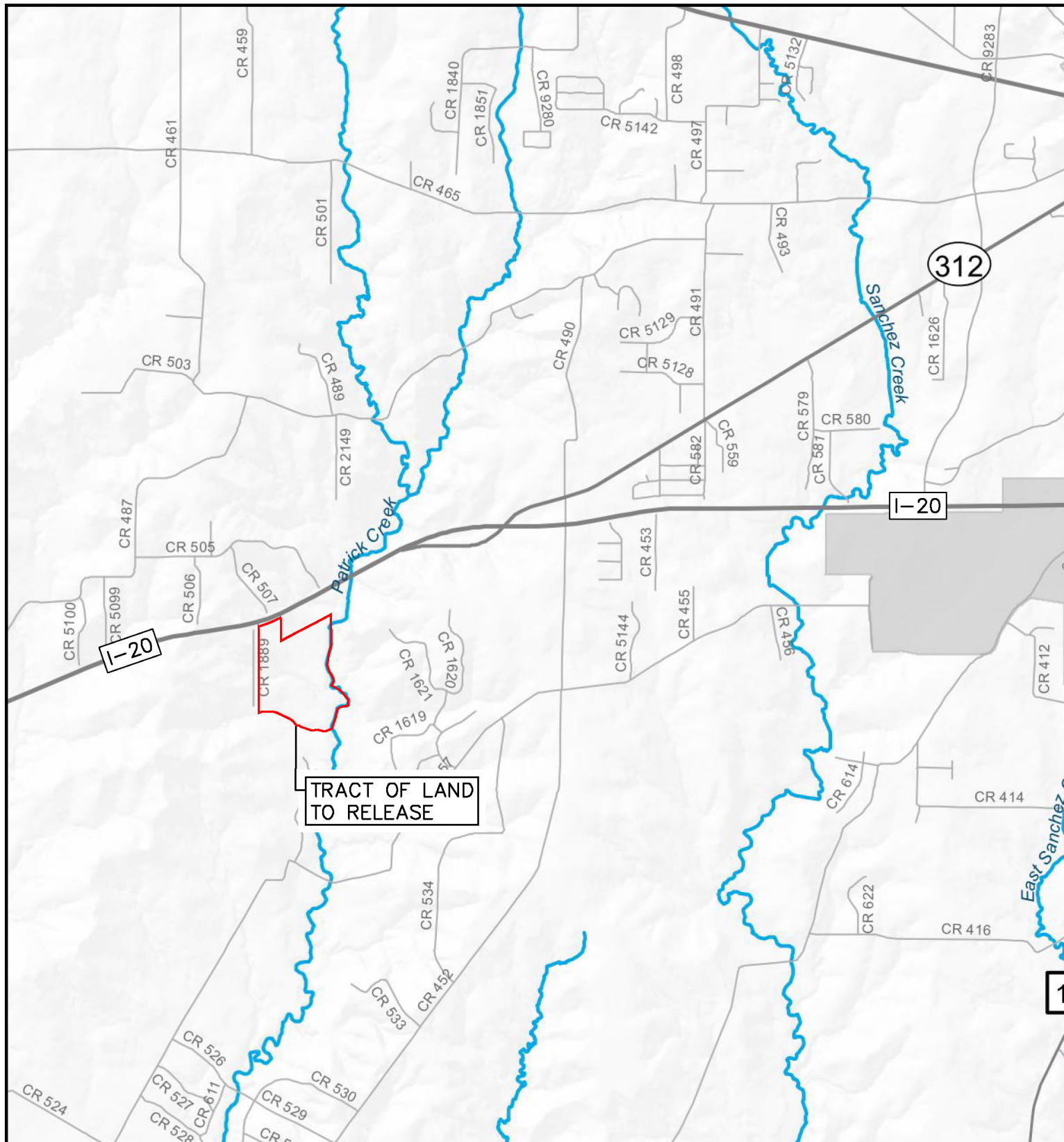
Date: February, 2022

Drawn by: J.I.R.

Designed by: G.B.

QA: G.B.

Project Job#: 22109



CITY OF BROCK, PARKER COUNTY, TEXAS

Sheet:

2

KESSLER FARMS
FOR
DKOI20 DEVELOPMENT

DETAILED MAP EXHIBIT



WASTELINE
ENGINEERING, INC.

208 S Front Street (817) 441-1300
Aledo, Texas 76008 (817) 441-1033 fax
Texas Registered Engineering Firm #F-1669

Date: February, 2022

Drawn by: J.I.R.

Designed by: G.B.

QA: G.B.

Project Job#: 22109

The following files are not convertible:

Kessler_02-02-22-polygon.cpg
Kessler_02-02-22-polygon.dbf
Kessler_02-02-22-polygon.prj
Kessler_02-02-22-polygon.shp
Kessler_02-02-22-polygon.shx

Please see the ZIP file for this Filing on the PUC Interchange in order to access these files.

Contact centralrecords@puc.texas.gov if you have any questions.