



Filing Receipt

Received - 2023-03-21 03:21:10 PM
Control Number - 54785
ItemNumber - 1

AGREEMENT DESIGNATING RETAIL WATER SERVICE TERRITORY

THIS AGREEMENT DESIGNATING RETAIL WATER SERVICE TERRITORY (this "Agreement") is made and executed by and between Cash Special Utility District ("Cash SUD"), and the City of Royse City, Texas (the "City"). Cash SUD and the City may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

I. RECITALS

WHEREAS, Cash SUD is a conservation and reclamation district in Texas and holds water Certificate of Convenience and Necessity ("CCN") No. 10824 ("Cash SUD's Water CCN");

WHEREAS, the City is a municipal corporation in Texas and holds water CCN No. 12827 (the "City's Water CCN");

WHEREAS, various landowners (collectively, the "Owners") own the 310.202 acres of land located within Improvement Area Nos. 1, 2 and 3, within the boundaries of Waterscape Public Improvement District (the "Tract 1") and described in Exhibit "A" attached hereto; and

WHEREAS, the Owners own the 121.833 acres of land located adjacent to the Waterscape Public Improvement District ("Tract 2" and together with Tract 1, the "Property") and described in Exhibit "B" attached hereto; and

WHEREAS, the Parties believe approximately 41.99 acres of Tract 1 and approximately 88.76 acres of Tract 2 (the "Subject Property") are located within Cash SUD's Water CCN; and

WHEREAS, the Owners intend that the City will be the retail provider of water service to future customers located within the Property under CCN No. 12827; and

WHEREAS, by apportioning service area, the Parties will enhance the planning and development of capital improvement programs, and water services to be provided to the respective areas; and

WHEREAS, this Agreement will accomplish legitimate public purposes of the Parties and will permit more dependable water service planning that will benefit the public health, safety and welfare of their respective present and future customers within each Parties' service area; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, including the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, by their representatives affixing signatures below, Cash SUD and the City agree as follows:

II. TERMS OF AGREEMENT

2.1 Transfer Area. The Parties intend for this Agreement to be a "contract" designating areas and customers to be served by the Parties in accordance with Texas Water Code Section 13.248. The City shall be the sole retail water service provider to the Property, including the Subject Property and any and all additional portions of the Cash SUD's CCN that encompasses any portion of the Property (the "Transfer Area"). The Parties further agree to the modifications of the boundaries of their respective water CCNs accordingly.

2.2 Transfer to the City. Cash SUD and the City agree that, on and after the date of approval by the Public Utility Commission of the Section 13.248 Petition (as defined in Section 2.4), the City shall have the sole right and obligation to provide retail water service within the Transfer Area, and Cash SUD will have no further obligation or right to provide retail water service to any customers in the Transfer Area.

2.3 No Customers and No Facilities in the Transfer Area. As of the Effective Date (as defined in Section 2.5(a)), Cash SUD serves no customer connections in the Transfer Area and owns no facilities in the Transfer Area.

2.4 Amendment of CCNs. Within sixty (60) days after the Effective Date of this Agreement, the City shall prepare and file a petition with the Public Utility Commission of Texas ("PUC") pursuant to Texas Water Code § 13.248 requesting that the PUC designate areas and customers to be served consistent with this Agreement and incorporate this Agreement into the respective CCNs of the Parties ("Section 13.248 Petition"). The City shall pay all costs and expenses associated with the preparation and prosecution of the Section 13.248 Petition. The City shall endeavor to obtain PUC approval of the CCN transfer contemplated herein in an expeditious manner and Cash SUD will reasonably cooperate with the City by providing any existing information in Cash SUD's possession requested by or on behalf of the City needed to complete, file, or review the Section 13.248 Petition. Notwithstanding the foregoing, Cash SUD shall not be required to incur any costs or expenses to create new information requested by the City, but agrees to request that its consultants prepare any such information so long as the City pays all costs and expenses associated therewith. The Parties agree that the Section 13.248 Petition shall be limited to the Transfer Area only, and shall not seek to transfer any other service territory into the City's CCN. The City agrees to furnish a copy of the Section 13.248 Petition to Cash SUD for approval prior to filing the application with PUC.

2.5 Effective Dates. This Agreement is effective on the date of the last signatory of this Agreement and enforceable as between Cash SUD and the City following execution by both Parties, and this date is referred to herein as the "Effective Date."

2.6 Interim Service. Cash SUD agrees that in its sole discretion and at its sole risk, the City may make available or furnish retail water service to the Property after the Effective Date and prior to PUC approval of the Section 13.248 Petition. Prior to PUC rendering a final decision on the Section 13.248 Petition, Cash SUD shall not furnish or make available retail water service within the Property except as otherwise required by PUC or by applicable law.

2.7 Termination. Unless the Parties agree in writing to extend this Agreement, this Agreement shall terminate upon the date of a final decision by PUC in response to the Section 13.248 Petition.

III. MISCELLANEOUS

3.1 Section 13.248. This Agreement shall be construed and interpreted in accordance with Section 13.248 of the Texas Water Code.

3.2 Applicable Texas Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

3.3 Performance. The obligations and undertakings of each of the Parties to this Agreement shall be performed in Rockwall County, Texas. Except for matters within the jurisdiction of the PUC (or its successor), the Parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Rockwall County, Texas.

3.4 Entire Agreement. This Agreement contains the entire agreement of Cash SUD and the City with respect to the subject matter of the Agreement. No Agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party, that is not contained in this Agreement shall be valid, binding, or of any force or effect. Any amendments to this Agreement must be in writing and signed by the Parties.

3.5 Successors and Assigns. This Agreement shall be binding upon the Parties hereto and their respective successors, heirs, representatives, and assigns. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

3.6 Agreement Drafted Equally. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply.

3.7 Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

3.8 Attorneys' Fees. In the event of any suit or other adjudication between the Parties to enforce any claim arising out of this Agreement, or to interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its fees, damages, costs, attorneys' fees, and such other and further relief from the non-prevailing Party, general or special, at law or in equity, to which the prevailing Party may show itself justly entitled.

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

3.10 Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered on the date received if delivered by hand to the address shown

hereinafter for Cash SUD or the City, as appropriate, or such notice shall, if deposited in the mail, be deemed to be delivered, whether actually received or not, on the first business day after having been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Cash SUD or the City, as appropriate, at the address shown hereinafter. The addresses for Cash SUD or the City for all purposes under this Agreement shall be the following:

If to Cash SUD:
Cash Special Utility District
ATTN: General Manager
P.O. Box 8129
Greenville, TX 75404-8129
(903) 883-2695

If to the City:
City of Royse City
ATTN: City Manager
305 N. Arch Street
Royse City, TX 75189
(903) 636-2250

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

IN WITNESS WHEREOF, this Agreement has been duly executed in multiple counterparts (each of which is to be deemed original for all purposes) by the Parties on the date appearing by each Parties signature.

CASH SPECIAL UTILITY DISTRICT

BY: _____

NAME: _____

TITLE: _____

Date: _____

ATTEST:

Board Secretary, Cash SUD

CITY OF ROYSE CITY

BY: _____

Clay Ellis
Mayor, City of Royse City

Date: _____

ATTEST:

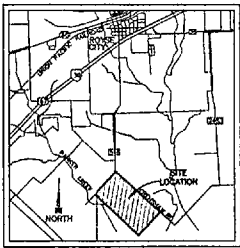
City Clerk Secretary

APPROVED AS TO FORM:

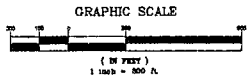
City Attorney or Designee

EXHIBIT "A"

TRACT 1



LOCATION MAP
NOT TO SCALE



LEGEND

- 1/4" IRON ROD SET WITH YELLOW CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- CHD CONTROL MONUMENT
- P.O.B. POINT OF BEGINNING
- DEED DEED RECORDS ROCKWALL COUNTY, TEXAS
- PLAT PLAT RECORDS ROCKWALL COUNTY, TEXAS
- ASPHALT
- CONCRETE
- POWER POLE
- OUT WIRE ANCHOR
- TELEPHONE PIER
- TELEPHONE MARKER
- WIRE FENCE
- OVERHEAD ELECTRIC LINE

NOTES

1. BASIS OF BEARINGS ARE DERIVED FROM TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 (COORDS).
2. THE SUBJECT TRACT LIES WITHIN ZONE A (SHADED), DEFINED AS "AREAS OF 100-YEAR FLOOD BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED," AND ZONE B (UNSHADED) DEFINED AS "AREAS OF ANNUAL FLOODING" AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 48043-0075 B, DATED SEPTEMBER 17, 1980 FOR ROCKWALL COUNTY, TEXAS AND UNINCORPORATED AREAS.
3. SURVEYOR ADDED ONLY THOSE NOTES LISTED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S TITLE COMMITMENT, G.C. NO. 041108-0041, EFFECTIVE DATE SEPTEMBER 1, 2004. NO FURTHER RESEARCH WAS PERFORMED BY SURVEYOR.
4. THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE CERTIFIED PARTIES OR FOR ANY UNINTENDED USE WILL NOT MAKE THE SURVEYOR LIABLE FOR ANY DAMAGES INCURRED.

SCHEDULE B ITEMS

- 10 (4) THE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 13, PAGE 12, DEED RECORDS, ROCKWALL COUNTY, TEXAS, (NOT PLATABLE DUE TO INSUFFICIENT INFORMATION WITHIN THE DESCRIPTION OF SAID EASEMENT)
- 10 (5) THE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 47, PAGE 391, DEED RECORDS, ROCKWALL COUNTY, TEXAS, (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- 10 (4) THE EASEMENT TO COUNTY OF ROCKWALL RECORDED IN VOLUME 1657, PAGE 162, DEED RECORDS, ROCKWALL COUNTY, TEXAS, (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- 10 (5) THE EASEMENT TO FARMERS ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 1742, PAGE 296, DEED RECORDS, ROCKWALL COUNTY, TEXAS, (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- 10 (5) COORDINATION JOINTMENT FOR EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 13, PAGE 377, DEED RECORDS, ROCKWALL COUNTY, TEXAS, (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)

E.S. ALEXANDER SURVEY, ABSTRACT NO. 4

S.C. WRIGHT SURVEY, ABSTRACT NO. 218

PARKER CREEK ESTATES, L.P.
VOLUME 2855, PAGE 252
(DOC. NO. 002725687)
D.R.A.C.T.

310.202 ACRES

LEGAL DESCRIPTION

BEING a tract of land located in the S.C. WRIGHT SURVEY, ABSTRACT NO. 218, Rockwall County, Texas and being part of a tract of land described in Deed to Parker Creek Estates, L.P., recorded in Volume 2855, Page 252 (Doc. No. 002725687), Deed Records, Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the intersection of the Easterly right-of-way line of F.M. 548, a variable width right-of-way, with the approximate centerline of Cranberry Road, said point being the most Northern corner of said Parker Creek Estates, L.P. tract;

THENCE South 48 degrees 24 minutes 20 seconds East, along the approximate centerline of said Cranberry Road, a distance of 3123.44 feet to a 3/8 inch iron rod found at the most Easterly corner of said Parker Creek Estates, L.P. tract, said point being the most Northern corner of a tract of land described in Deed to John H. Cranberry, Jr., recorded in Volume 126, Page 897, Deed Records, Rockwall County, Texas;

THENCE South 43 degrees 47 minutes 21 seconds West, along the common line of said Parker Creek Estates, L.P. and John H. Cranberry, Jr. tracts, a distance of 2897.97 feet to a 1 1/4 inch diameter oak found for corner of the most Southern corner of said Parker Creek Estates, L.P. tract, said point being North 42 degrees 46 minutes 03 seconds West, a distance of 351.86 feet from the most Westerly corner of said John H. Cranberry, Jr. tract, said point also being on all corner of a tract of land described in Deed to Duane M. Gandy, recorded in Volume 658, Page 258, Deed Records, Rockwall County, Texas;

THENCE North 43 degrees 38 minutes 22 seconds West, along the common line of said Parker Creek Estates, L.P. and said Duane M. Gandy tracts, a distance of 4863.37 feet to a 1/2 inch iron rod found for corner in the East right-of-way line of said F.M. 548;

THENCE North 05 degrees 57 minutes 55 seconds West, along said East line, a distance of 169.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 44 degrees 32 minutes 00 seconds, a radius of 232.04 feet, and a chord bearing and distance of North 21 degrees 15 minutes 09 seconds East, 188.27 feet;

THENCE Westerly, along said curve to the right, on a distance of 172.58 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 43 degrees 34 minutes 05 seconds East, along said Easterly right-of-way line, a distance of 2288.78 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 00 degrees 37 minutes 55 seconds West, a distance of 15.80 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 43 degrees 33 minutes 48 seconds East, a distance of 47.85 feet to the POINT OF BEGINNING and containing 310.202 acres of land, more or less.

SURVEYOR'S CERTIFICATION

I, Sean Shropshire, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to the Public that this Survey, Plat, or Map was made by me or under my direct supervision and all corners are monumented as shown hereon. Except as shown, there are no visible encroachments, conflicts or protrusions apparent on the ground.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Sean Shropshire
Registered Professional Land Surveyor
No. 5674

SURVEYED ON THE GROUND: 10/27/04

LAND TITLE SURVEY						
310.202 ACRES						
S.C. WRIGHT SURVEY, ABSTRACT NO. 218						
ROCKWALL COUNTY, TEXAS						
DOWDEY, ANDERSON & ASSOCIATES, INC.						
5225 Village Creek Drive, Suite 200, Plano, Texas 75093 972.931-0634						
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
JAC	SS	11/18/04	1" = 300'	03018	1	1

EXHIBIT "B"

TRACT 2

S.G. WRIGHT SURVEY. A-218

121.833 TOTAL ACRES
42.852 ACRES (WITHIN FLOOD PLAIN)
 78.981 NET ACRES
 N. MCCASLAND SURVEY, A-149

N. MCCASLAND SURVEY. A-149

LEGAL DESCRIPTION

BEING a tract or parcel of land situated in Rockwall County, Texas, being part of the M. McCasland Survey, Abstract No. 149, being #1 of a 120.000 acre tract of (and as described in a Special Warranty Deed from Barbara Jane Crenshaw, Executive of the Estate of George H. Crenshaw to Barbara Jane Crenshaw as recorded in Public Records No. 201-0000001267) of the Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2 inch iron nail set on the corner at the northwest corner of said 120,000 acre tract in the corner of
 Cleveland Creek, said Point of Beginning, being further marked by a 1/2 inch iron nail set on the corner of said 120,000 acre tract
 bearing S 44°58'46" W in a distance of 77.31 feet, said Point of Beginning, also being at the existing intersection of the land
 to be hereinafter described with the corner in Parker Creek, Estate, Ltd. as recorded in Volume 2855 at Page 253 of the Land
 Office, County, Tracy,
 THENCE S 44°58'46" W along the northeast line of said 120,000 acre tract and the corner of Cleveland Creek, a distance of
 1753.34 feet to a 1/2 inch iron nail set on the corner at the northeast corner of said 120,000 acre tract, said corner being further
 marked by a 1/2 inch iron nail set bearing S 44°58'46" W in a distance of 13.48 feet,
 THENCE S 44°58'46" W along a fence and the southeast line of said 120,000 acre tract, a distance of 90.93 feet to a point
 for a corner of the northeastern corner of said 120,000 acre tract, said corner being further marked
 by a 1/2 inch iron nail set on the northeast side of said creek bearing N 45°51'10" E in a distance of 30.00 feet,
 THENCE in the Northwesterly direction, along the southeast line of said 120,000 acre tract and the center of Parker Creek, the

Following notes:

W 48°53'13" W, 79.95 feet,
N 4°45'20" W, 101.26 feet,
N 53°30'55" W, 49.13 feet,
N 41°15'05" W, 93.45 feet,
N 30°46'37" W, 68.49 feet,
N 51°14'27" W, 99.49 feet,
N 1°14'24" W, 107.83 feet,
N 49°47'13" W, 50.11 feet,
N 48°00'00" W, 50.11 feet,
N 64°41'11" W, 35.31 feet,
N 41°03'46" W, 149.88 feet,
N 46°50'09" W, 27.75 feet,
N 38°00'21" W, 141.74 feet,
N 51°42'02" W, 41.51 feet,
N 48°12'00" W, 119.24 feet,
N 31°53'27" W, 46.56 feet,
N 33°40'51" W, 36.56 feet,
N 39°04'07" W, 86.61 feet,
THENCE N 42°12'39" along the southeast line of said 120,000 acre tract and the center of Parker Creek, a distance of 113.17 feet to a point for a corner at the west-southeast corner of said 120,000 acre tract, said corner being further marked by a 1/2 inch iron rod set into the east side of said creek bearing S 44°45'47" E, at a distance of 34.00 feet,
THENCE N 45°38'46" along the northwest line of said 120,000 acre tract, a distance of 1036.46 feet, returning to the point of beginning and containing 121.813 acres of land with 42,852 acres of land being in said tract, leaving a net acreage

SURVEYOR'S CERTIFICATE

I, Frank R. Owens, Registered Professional Land Surveyor, State of Texas, hereby certify that the plat hereon is a true and correct representation of the property as determined by survey on the ground, the lines and dimensions of said property being indicated by the plat, the visible improvements are within the boundaries of the property and all back from the property lines the distances indicated and there are NO VISIBLE ENCROACHMENTS, CONTINGENT INTERESTS, EASEMENTS, except as shown on the plat.

Frank R. Owens
R.F.E. No. 5101



Date: October 21, 2016
Scale: 1" = 200'

NOTES

NOTES:

11. Hearings are being held with WDCB1
12. Survey was performed with benefits of oil companies. DPT No. 240847, Effective Date: August 19, 2019.
13. According to the Flood Insurance Rate Map No. 439702002, dated September 28, 2008, published by The Federal Insurance Management Board, the subject property is within Flood Zone 1 and is not in a special Flood Hazard area EXCEPT AS SHOWN. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
14. Of Counsel to both Texas Municipal Water Districts provide the above described facts of fact as shown on
15. Exemptions and right of way for electric power lines and communications lines and incidental rights thereon, executed by George H. Crumrine as Texas Power and Light Company of Dallas, Texas, dated April 19, 1970, filed June 28, 1979 in
16. Public Utility Volume 142, Page 513 of the Real Property Records of Rockwall County, Texas dated June 28, 1979
17. described part of the above described property.

SCALE: 1" = 200'

Owens Land Surveying

FIRM REG. CERT. #1002240
P.O. BOX 1115
GREENVILLE, TX 75403

DATE: OCT. 21, 2019
DRAWN BY: S. HOLD

SCALE: 1" = 200'

03.21.23

Central Records Public Utility Commission

1701 N. Congress Avenue

Suite 8-100

Austin, TX 78701

Re: Docket No. **R304322.07**; Water serviceable area CCN boundary transfer between Cash Special Utility District & Royse City CCN.

Dear Clerk:

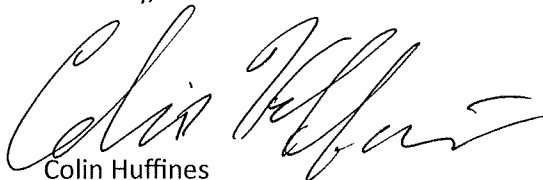
Please find attached executed agreement designating retail water service territory between the city of Royse City, & Cash Special Utility District (Cash SUD), survey's of the two general properties are included in the executed 13.248 agreement as exhibits; attached is the fully executed 13.248 agreement between both parties; the total acreage of the revised CCN area is approximately 41.99 acres of Tract 1 & 88.76 Acres of Tract 2 for a total of approximately 130 acres; the additional total water services to be transferred from Cash SUD to Royse City's CCN include approximately 435 water customer connections.

Included in this application are the following:

- Revised general location map
- Revised detailed map
- Revised shapefile
- Approximate total acreage for the requested area
- Number of customer connections

Please contact Colin Huffines if you have any questions.

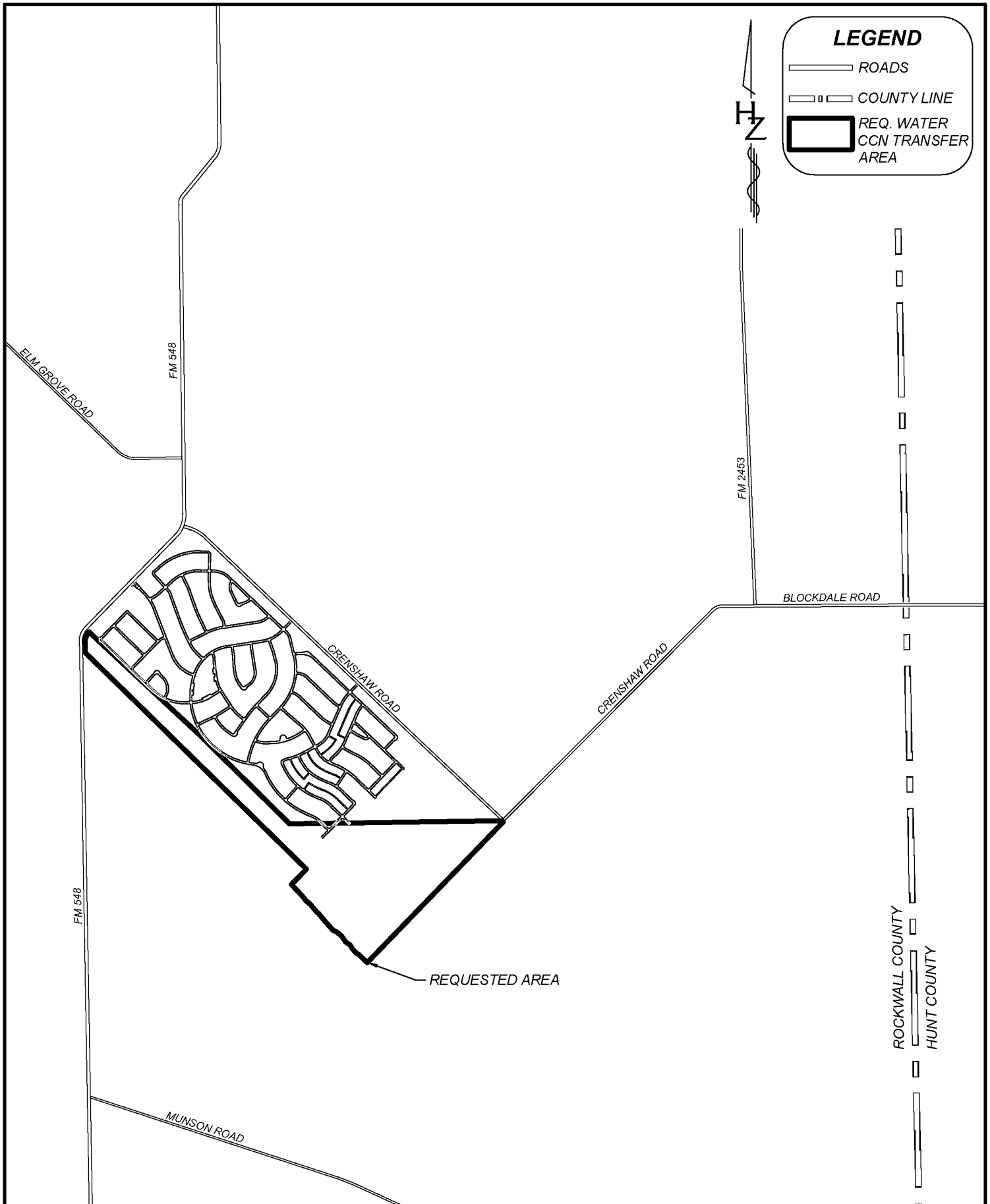
Sincerely,

A handwritten signature in black ink, appearing to read 'Colin Huffines', is written over a printed name label.

Colin Huffines

COLIN@HEIINC.com

214.532.9326



HUITT-ZOLIARS
 Huitt-Zoliars, Inc. Dallas
 5430 LBJ Freeway, Suite 1500
 Dallas, Texas 75240-2675
 Phone (214) 871-3311 Fax (214) 871-0757
 TEXAS ENGINEERING FIRM F-761

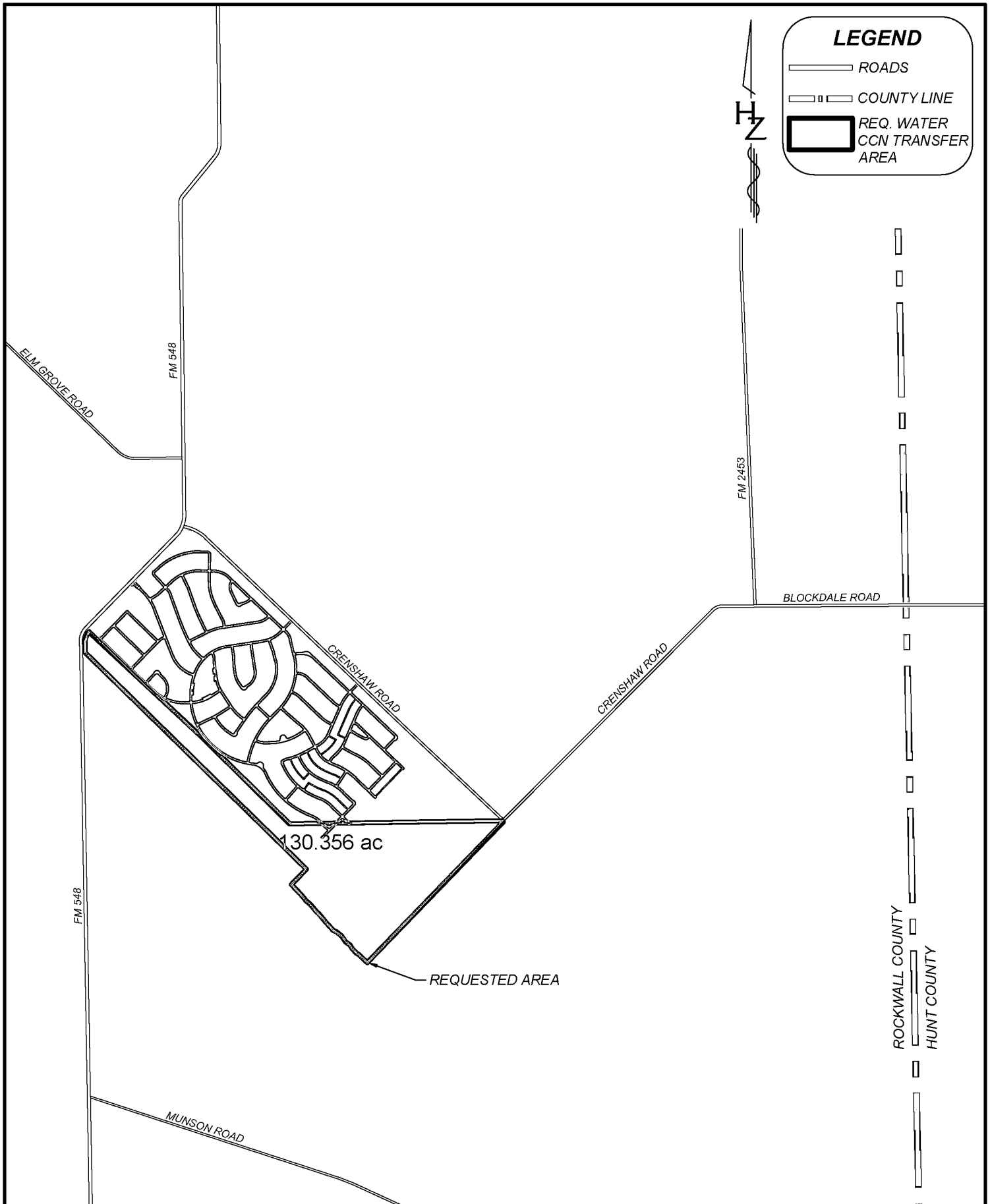
SCALE: 1" = 2000'

DATE: 3 September 2021

PROJECT NO.: R304322.07

CITY OF ROYSE CITY
 GENERAL LOCATION MAP

OVERALL TRANSFERRED AREA FROM
 CASH SUD (CCN NO. 10824) TO
 CITY OF ROYSE CITY (CCN NO. 12827)



HUITT-ZOLIARS
 Huitt-Zoliars, Inc. Dallas
 5430 LBJ Freeway, Suite 1500
 Dallas, Texas 75240-2675
 Phone (214) 871-3311 Fax (214) 871-0757
 TEXAS ENGINEERING FIRM F-761

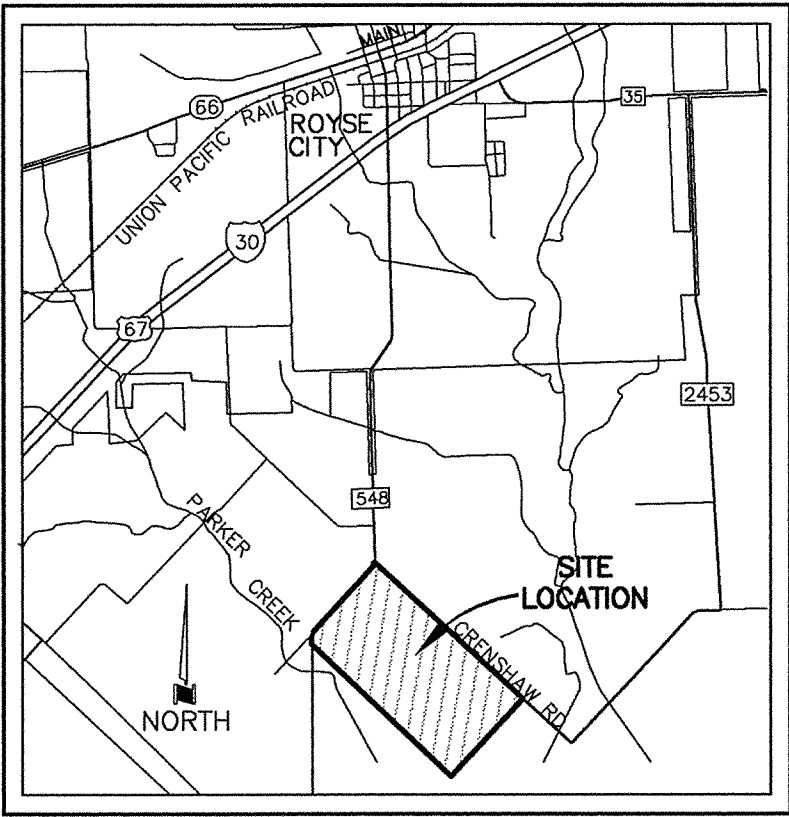
SCALE: 1" = 2000'

DATE: 3 September 2021

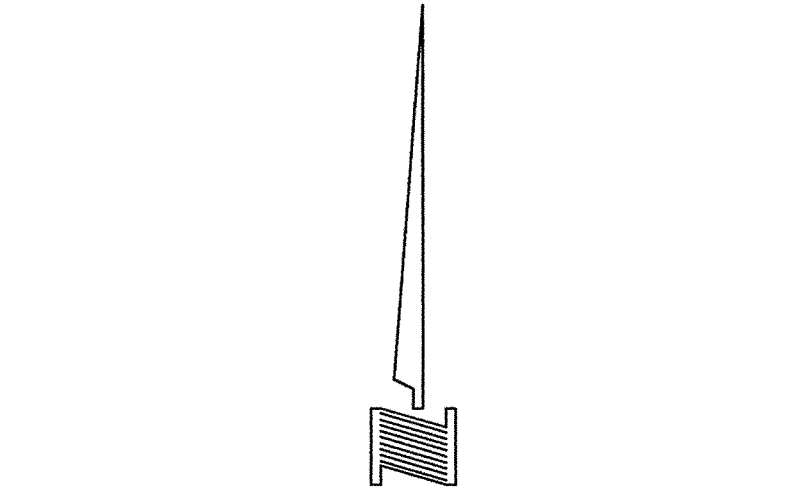
PROJECT NO.: R304322.07

CITY OF ROYSE CITY
 GENERAL LOCATION MAP

OVERALL TRANSFERRED AREA FROM
 CASH SUD (CCN NO. 10824) TO
 CITY OF ROYSE CITY (CCN NO. 12827)



LOCATION MAP
NOT TO SCALE



GRAPHIC SCALE

(IN FEET)
1 inch = 300 ft.

LEGEND

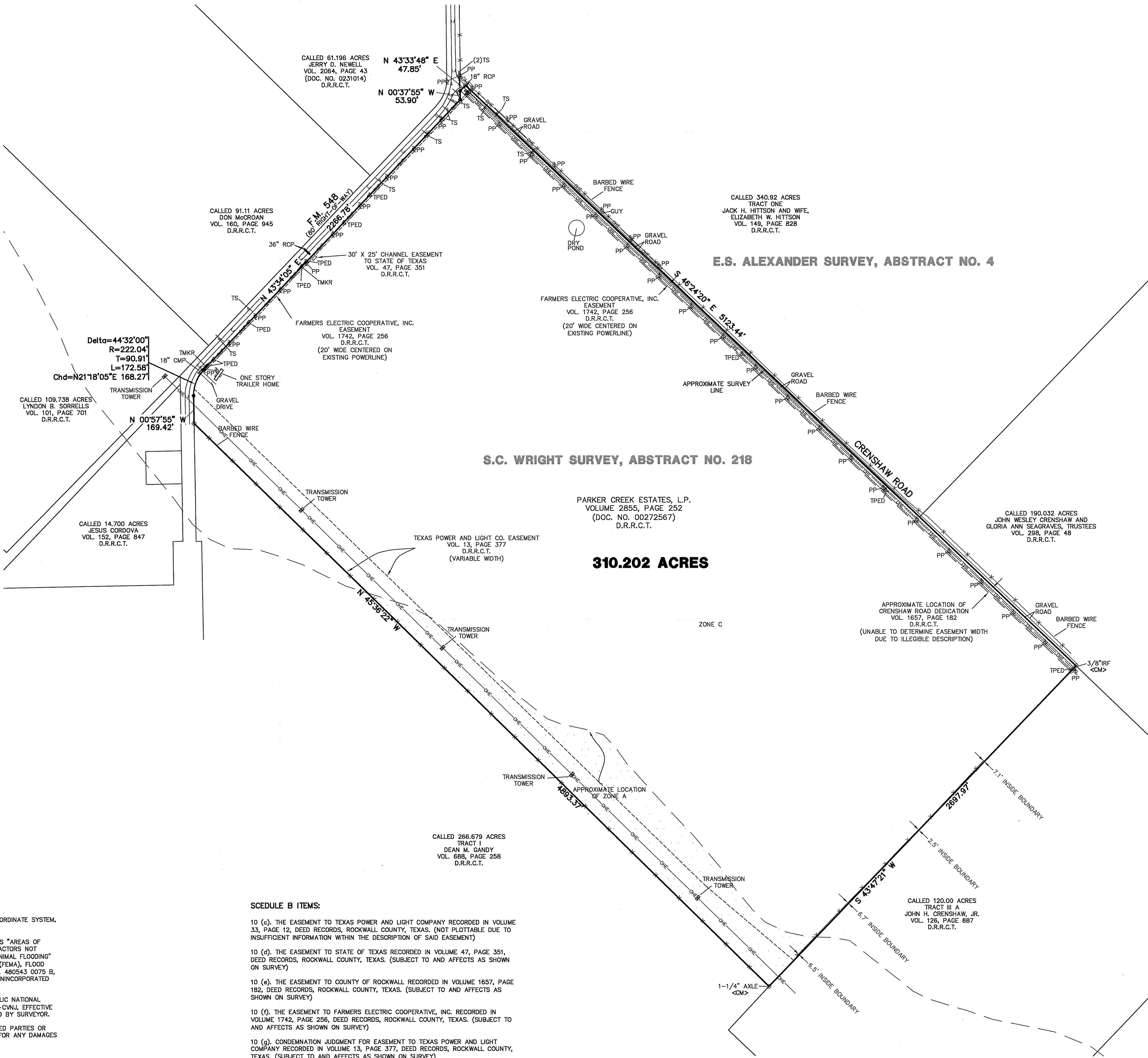
- 1 1/2" IRON ROD SET WITH YELLOW CAP STAMPED "DAA" (UNLESS OTHERWISE NOTED)
- 1 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- <CM> CONTROL MONUMENT
- P.O.B. POINT OF BEGINNING
- DRRCT DEED RECORDS ROCKWALL COUNTY, TEXAS
- PRRCT PLAT RECORDS ROCKWALL COUNTY, TEXAS
- /// ASPHALT
- CONCRETE
- PP POWER POLE
- GUY WIRE ANCHOR
- TPED TELEPHONE RISER
- TS TRAFFIC SIGN
- TMKR TELEPHONE MARKER
- WIRE FENCE
- IRON FENCE
- OVERHEAD ELECTRIC LINE

NOTES:

- BASIS OF BEARINGS ARE DERIVED FROM TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83 (CORS).
- THE SUBJECT TRACT LIES WITHIN ZONE A (SHADED), DEFINED AS "AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED," AND ZONE C (UNSHADED) DEFINED AS "AREAS OF MINIMAL FLOODING" AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) AS SHOWN ON COMMUNITY PANEL NO. 480543 0075 B, DATED SEPTEMBER 17, 1980 FOR ROCKWALL COUNTY, TEXAS AND UNINCORPORATED AREAS.
- SURVEYOR ADDRESSED ONLY THOSE ITEMS LISTED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY'S TITLE COMMITMENT, G.F. NO. 0411339-CVN4, EFFECTIVE DATE SEPTEMBER 1, 2004. NO FURTHER RESEARCH WAS PERFORMED BY SURVEYOR.
- THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE CERTIFIED PARTIES OR FOR ANY UNINTENDED USE WILL NOT MAKE THE SURVEYOR LIABLE FOR ANY DAMAGES INCURRED.

SCEDULE B ITEMS:

- (c). THE EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 33, PAGE 12, DEED RECORDS, ROCKWALL COUNTY, TEXAS. (NOT PLOTTABLE DUE TO INSUFFICIENT INFORMATION WITHIN THE DESCRIPTION OF SAID EASEMENT)
- (d). THE EASEMENT TO STATE OF TEXAS RECORDED IN VOLUME 47, PAGE 351, DEED RECORDS, ROCKWALL COUNTY, TEXAS. (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- (e). THE EASEMENT TO COUNTY OF ROCKWALL RECORDED IN VOLUME 1657, PAGE 182, DEED RECORDS, ROCKWALL COUNTY, TEXAS. (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- (f). THE EASEMENT TO FARMERS ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 1742, PAGE 256, DEED RECORDS, ROCKWALL COUNTY, TEXAS. (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)
- (g). CONDEMNATION JUDGMENT FOR EASEMENT TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOLUME 13, PAGE 377, DEED RECORDS, ROCKWALL COUNTY, TEXAS. (SUBJECT TO AND AFFECTS AS SHOWN ON SURVEY)



LEGAL DESCRIPTION

BEING a tract of land located in the S.C. WRIGHT SURVEY, ABSTRACT NO. 218, Rockwall County, Texas and being part of a tract of land described in Deed to Parker Creek Estates, L.P., recorded in Volume 2855, Page 252 (Doc. No. 00272567), Deed Records, Rockwall County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set at the intersection of the Easterly right-of-way line of F.M. 548, a variable width right-of-way, with the approximate centerline of Crenshaw Road, said point being the most Northerly corner of said Parker Creek Estates, L.P. tract;

THENCE South 46 degrees 24 minutes 20 seconds East, along the approximate centerline of said Crenshaw Road, a distance of 5123.44 feet to a 3/8 inch iron rod found at the most Easterly corner of said Parker Creek Estates, L.P. tract, said point being the most Northerly corner of a tract of land described in Deed to John H. Crenshaw, Jr., recorded in Volume 126, Page 887, Deed Records, Rockwall County, Texas;

THENCE South 43 degrees 47 minutes 21 seconds West, along the common line of said Parker Creek Estates, L.P. and John H. Crenshaw, Jr. tracts, a distance of 2697.97 feet to a 1 1/4 inch diameter axle found for corner at the most Southerly corner of said Parker Creek Estates, L.P. tract, said point being North 42 degrees 49 minutes 03 seconds West, a distance of 361.66 feet from the most Westerly corner of said John H. Crenshaw, Jr. tract, said point also being an ell corner of a tract of land described in Deed to Dean M. Gandy, recorded in Volume 688, Page 258, Deed Records, Rockwall County, Texas;

THENCE North 45 degrees 36 minutes 22 seconds West, along the common line of said Parker Creek Estates, L.P. and said Dean M. Gandy tracts, a distance of 4893.37 feet to a 1/2 inch iron rod found for corner in the East right-of-way line of said F.M. 548;

THENCE North 00 degrees 57 minutes 55 seconds West, along said East line, a distance of 169.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner at the beginning of a curve to the right having a central angle of 44 degrees 32 minutes 00 seconds, a radius of 222.04 feet, and a chord bearing and distance of North 21 degrees 18 minutes 05 seconds East, 168.27 feet;

THENCE Westerly, along said curve to the right, an arc distance of 172.58 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 43 degrees 34 minutes 05 seconds East, along said Easterly right-of-way line, a distance of 2266.78 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 00 degrees 37 minutes 55 seconds West, a distance of 53.90 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "DAA" set for corner;

THENCE North 43 degrees 33 minutes 48 seconds East, a distance of 47.85 feet to the POINT OF BEGINNING and containing 310.202 acres of land, more or less.

SURVEYOR'S CERTIFICATION

I, Sean Shropshire, a Registered Professional Land Surveyor in the State Of Texas, do hereby certify to Old Republic National Title Insurance Company, Blue Star Title, Inc. and Parker Creek Estates, L.P. that this Plat is based on an actual on the ground survey under my direct supervision and all corners are monumented as shown hereon. Except as shown, there are no visible encroachments, conflicts or protrusions apparent on the ground.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Sean Shropshire
Registered Professional Land Surveyor
No. 5674

SURVEYED ON THE GROUND: 10/27/04

LAND TITLE SURVEY							
310.202 ACRES							
S.C. WRIGHT SURVEY, ABSTRACT NO. 218							
ROCKWALL COUNTY, TEXAS							
DOWDEY, ANDERSON & ASSOCIATES, INC.							
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694							
DESIGN	DRAWN	CHECKED	DATE	SCALE	JOB	SHEET	
	JMC	SS	11/18/04	1" = 300'	03018	1	1

LINE	BEARING	DISTANCE
L1	N 48°25'33" W	77.95'
L2	N 45°45'20" W	101.26'
L3	N 55°30'55" W	49.15'
L4	N 44°15'26" W	93.45'
L5	N 30°46'37" W	68.49'
L6	N 51°54'27" W	89.49'
L7	N 33°12'19" W	107.83'
L8	N 49°47'53" W	50.11'
L9	N 48°00'00" W	51.01'
L10	N 65°14'11" W	57.31'
L11	N 41°02'49" W	149.85'
L12	N 46°56'09" W	27.75'
L13	N 38°00'51" W	181.75'
L14	N 51°42'02" W	41.54'
L15	N 38°12'30" W	159.34'
L16	N 51°33'23" W	86.50'
L17	N 33°36'35" W	36.94'
L18	N 39°04'23" W	86.61'
L19	N 42°18'29" W	217.33'

S.G. WRIGHT SURVEY, A-218

310.205 ACRES
PARKER CREEK ESTATES, L.P.
2855/252

121.833 TOTAL ACRES
42.852 ACRES (WITHIN FLOOD PLAIN)

78.981 NET ACRES

N. MCCASLAND SURVEY, A-149

135.433 ACRES
WATERSCAPE DEVELOPMENT, LLC
20180000021319

322.35 ACRES
VENTURE ANNA 48, LLC
20170000002837

322.35 ACRES
VENTURE ANNA 48, LLC
20170000002837

110.460 ACRES
NORTH TEXAS MUNICIPAL
WATER DISTRICT
3061/268

82.02 ACRES
JAMES K. VILLWOK,
DONELLE A. MILLWOK,
DAVID D. BOYD &
LORENA G. BOYD
2564/67

LEGAL DESCRIPTION

BEING a tract or parcel of land situated in Rockwall County, Texas, being part of the N. McCasland Survey, Abstract No. 149, being all of a 120.000 acre tract of land as described in a Special Warranty Deed from Barbara June Crenshaw, Executor of the Estate of George H Crenshaw to Barbara June Crenshaw as recorded in/under Document No. 20190000012673 of the Official Public Records of Rockwall County, Texas and being further described as follows:

BEGINNING at a 1/2 inch iron rod set for a corner at the northernmost corner of said 120.000 acre tract in the center of Crenshaw Road, said Point of Beginning being further marked by a 1/2 inch iron rod found on the southwest line of Crenshaw Road bearing S 44°58'46" W at a distance of 37.31 feet, said Point of Beginning also being at the existing easternmost corner to a 310.205 acre tract of land as conveyed to Parker Creek Estates, L.P. as recorded in Volume 2855 at Page 252 of the Land Records of Rockwall County, Texas;
THENCE S 44°58'12" E along the northeast line of said 120.000 acre tract and the center of Crenshaw Road, a distance of 1733.34 feet to a 1/2 inch iron rod set for a corner at the easternmost corner of said 120.000 acre tract, said corner being further marked by a 1/2 inch iron rod found bearing S 45°15'01" W at a distance of 13.68 feet;
THENCE S 45°15'01" W along a fence and the southeast line of said 120.000 acre tract, a distance of 3085.32 feet to a point for a corner at the southernmost corner of said 120.000 acre tract in the center of Parker Creek, said corner being further marked by a 1/2 inch iron rod set on the northeast side of said creek bearing N 45°15'01" E at a distance of 30.00 feet;
THENCE in the Northwesterly direction, along the southwest line of said 120.000 acre tract and the center of Parker Creek, the following calls:
N 48°25'33" W, 77.95 feet;
N 45°45'20" W, 101.26 feet;
N 55°30'55" W, 49.15 feet;
N 44°15'26" W, 93.45 feet;
N 30°46'37" W, 68.49 feet;
N 51°54'27" W, 89.49 feet;
N 33°12'19" W, 107.83 feet;
N 49°47'53" W, 50.11 feet;
N 48°00'00" W, 51.01 feet;
N 65°14'11" W, 57.31 feet;
N 41°02'49" W, 149.85 feet;
N 46°56'09" W, 27.75 feet;
N 38°00'51" W, 181.75 feet;
N 51°42'02" W, 41.54 feet;
N 38°12'30" W, 159.34 feet;
N 51°33'23" W, 86.50 feet;
N 33°36'35" W, 36.94 feet;
N 39°04'23" W, 86.61 feet;
THENCE N 42°18'29" W along the southwest line of said 120.000 acre tract and the center of Parker Creek, a distance of 217.33 feet to a point for a corner at the westernmost corner of said 120.000 acre tract, said corner being further marked by a 1/2 inch iron rod set on the northeast side of said creek bearing N 44°58'46" E at a distance of 30.00 feet;
THENCE N 44°58'46" E along the northwest line of said 120.000 acre tract, a distance of 3036.46 feet returning to the Point of Beginning and containing 121.833 acres of land with 42.852 acres of land lying within the flood plain, leaving a net usable acreage of 78.981 acres.

SURVEYOR'S CERTIFICATE

I, Frank R. Owens, Registered Professional Land Surveyor, State of Texas, hereby certify that the plat hereon is a true and correct representation of the property as determined by survey on the ground, the lines and dimensions of said property being indicated by the plat, the visible improvements are within the boundaries of the property set back from the property lines the distances indicated and there are NO VISIBLE ENCROACHMENTS, CONVEYANCES OR ENCROUSIONS, except as shown on the plat.

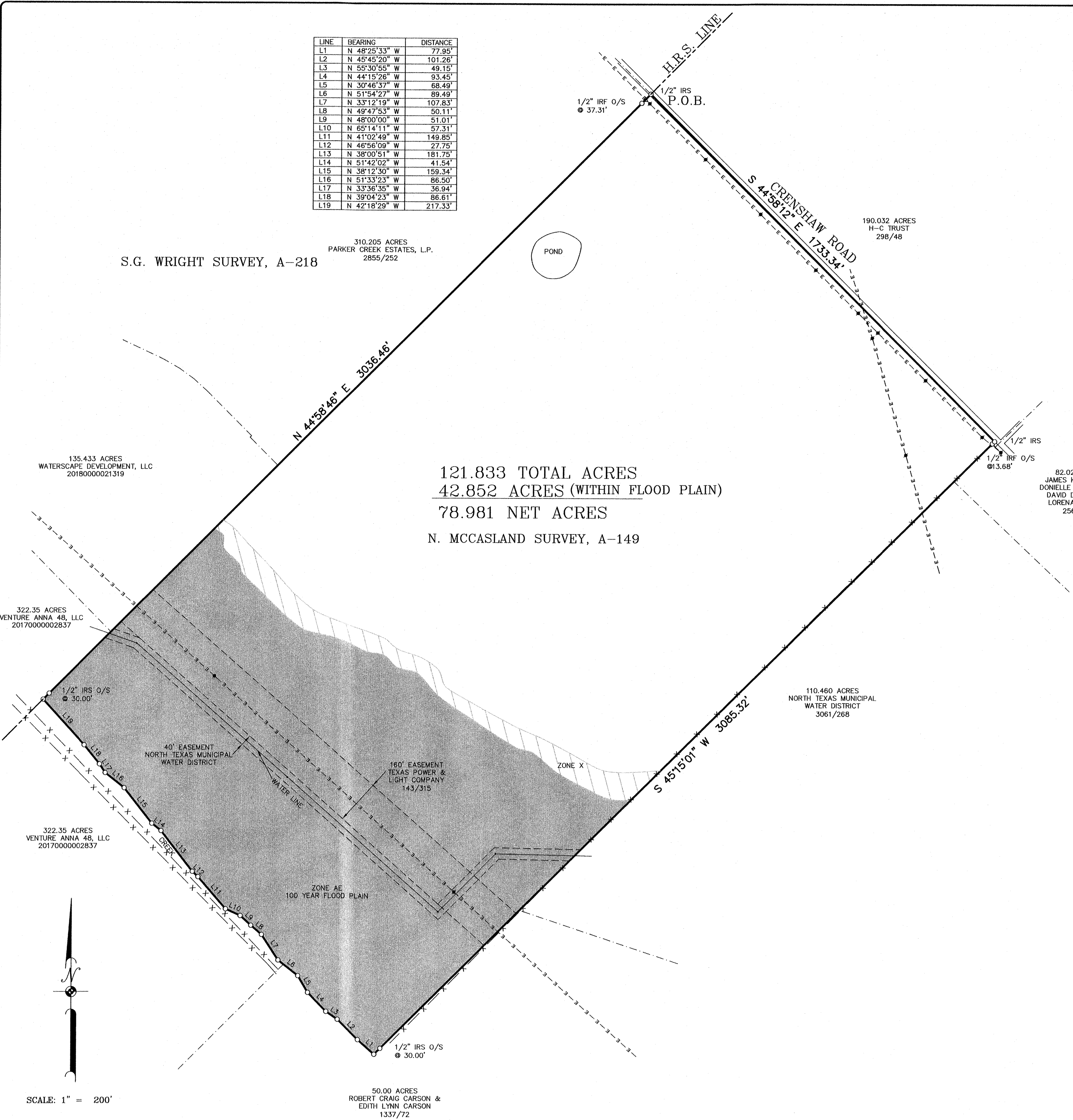
Frank R. Owens
R.P.L.S. No. 5387



Date: October 21, 2019
Scale: 1" = 200'

NOTES:

- Bearings are based on WGS84.
- Survey was performed with benefit of title commitment, GF No. 2408427, Effective Date: August 19, 2019.
- According to the Flood Insurance Rate Map No. 48397C00651, dated September 26, 2008, published by The Federal Emergency Management Agency, the subject property lies within Flood Zone "X" and is not shown to be within a special flood hazard area **EXCEPT AS SHOWN**. This statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- 40' Easement to North Texas Municipal Water District **does affect** the above described tract of land as shown on drawing.
- Easement and right of way for electric power lines and communication lines and incidental rights thereto, executed by George H. Crenshaw to Texas Power and Light Company of Dallas, Texas, dated April 19, 1979, filed June 28, 1979 as recorded in Volume 143 at Page 315 of the Real Property Records of Rockwall County, Texas **does affect** the above described tract of land as shown on drawing.



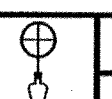
LEGEND

- POWER POLE
- WATER VALVE
- MAIL BOX
- UNDERGROUND CABLE MARKER
- WOOD FENCE
- WATER METER
- WIRE HYDRANT
- GLASS OUT
- BARBED WIRE FENCE
- GAS METER
- ELECTRIC METER
- TELEPHONE PEDISTAL
- CHAINLINK FENCE



Owens Land Surveying
www.owenslandsurveying.com (903) 450-9837 / (903) 450-9875

FIRM REG. CERT. #10022400
P.O. BOX 1115
GREENVILLE, TX 75403



DATE: OCT. 21, 2019
SCALE: 1" = 200'
DRAWN BY: S. HOLDER
JOB NO.: 2019-343