

Section 4.12: Merger. This Agreement, together with the exhibits attached hereto and made a part hereof for all purposes, constitutes the entire agreement between the parties relative to the subject matter hereof.

Section 4.13: Binding. This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors, representatives and assigns.

EXECUTED in multiple originals as of the 24 day of October, 1996.

TIEMANN LAND & CATTLE  
DEVELOPMENT, INC.

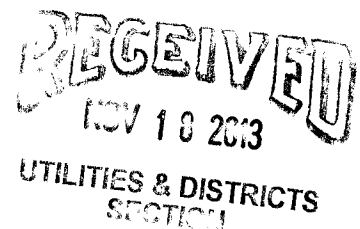
By Robert M. Tiemann  
Robert M. Tiemann, President

Address: P.O. Box 1190  
Pflugerville, Texas 78691

MANVILLE WATER SUPPLY CORPORATION

By H. Leonard Dearing  
H. Leonard Dearing,  
President

Address: P.O. Box 248  
Coupland, Texas 78615



AGREEMENT FOR PROVIDING WHOLESALE  
WATER SERVICE BETWEEN  
TIEMANN LAND & CATTLE DEVELOPMENT, INC  
AND  
MANVILLE WATER SUPPLY CORPORATION

Schedule 1

Living Unit Equivalent ("LUE") Fees.

1. Single Family residence. For each lot on which a single family residence will be built, with a 5/8" meter, the sum of \$800.00.
2. Multi-Family. For each residential living unit within a multi-family structure, the sum of \$800.00.
3. Commercial-Standard. For each commercial structure or use for which a 5/8" meter will be needed, the sum of \$800.00.
4. Commercial-Non Standard. For each commercial structure or use for which a meter larger than 5/8" will be needed, a fee to be determined by the Company's Engineer based on the size of the meter and the anticipated water use converted to commercial standard as stated in paragraph 3 above, subject to review and concurrence by the Engineer for Tiemann.
5. Industrial and Other Non-standard Service. For each industrial structure, use or service other than that shown in 1-4 above, a fee to be determined by the Engineer for the Company in consultation with and the concurrence of the Engineer for Tiemann.

SCHEDULE 1

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AMT  
10-4-1

FIELD NOTES FOR 1113.57 ACRES

BEING A TRACT OF LAND SITUATED IN TRAVIS COUNTY AND IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF THE V. W. SWEARENGEN SURVEY NO. 32, THE GEORGE GRINE SURVEY NO. 33, THE A. BAILEY SURVEY NO. 34 AND THE J. C. LEE SURVEY NO. 35 AND BEING A PART OF TRACT ONE AS DESCRIBED IN A WARRANTY DEED FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD TO ROBERT M. TIEMANN RECORDED IN VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 5.273 ACRE PARCEL LESS AND EXCEPTED FROM THE SAID DEED TO ROBERT M. TIEMANN RECORDED IN VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT 95.256 ACRE PARCEL DEEDED TO ROBERT TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD., RECORDED IN VOLUME 12625, PAGE 570 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 321.88 ACRE PARCEL DESCRIBED IN THE MEMORANDUM OF OPTION RECORDED IN VOLUME 12625, PAGE 353 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT 261.88 ACRE PARCEL DEEDED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR. AND SHIRLEY PREWITT DATED JULY 27, 1982, AND BEING A PORTION OF THAT 305.98 ACRE PARCEL DESCRIBED IN EXHIBIT "A" RECORDED IN VOLUME 10839, PAGE 680 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK D, MEADOWS OF BLACKHAWK PHASE ONE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 93 PAGES 96, 97 AND 98 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N. 22 DEG 22' 17" E., ALONG THE EAST LINE OF LOTS 1 AND 2, BLOCK D, 239.70 FEET;

THENCE N. 76 DEG 02' 15" W., ALONG THE NORTHERLY LINE OF LOT 2, BLOCK D, 120.05 FEET;

THENCE N. 18 DEG 04' 13" E., ALONG THE EAST LINE OF KENNEMER DRIVE, 57.21 FEET;

THENCE N. 72 DEG 08' 31" W., ALONG THE BOUNDARY OF SAID PLAT OF MEADOWS OF BLACKHAWK PHASE ONE, 60.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90 DEG 00' 00", A CHORD BEARING S. 62 DEG 51' 29" W., AND A CHORD LENGTH OF 28.28 FEET) AND ALONG SAID PLAT BOUNDARY, 31.42 FEET;

THENCE N. 72 DEG 08' 31" W., ALONG SAID PLAT BOUNDARY, 46.82 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 9 DEG 28' 38", A CHORD BEARING N. 67 DEG 24' 12" W., AND A CHORD LENGTH OF 78.48 FEET) AND ALONG SAID PLAT BOUNDARY, 78.57 FEET;

THENCE N. 26 DEG 43' 12" E., ALONG SAID PLAT BOUNDARY, 163.96 FEET;

THENCE N. 31 DEG 36' 17" E., ALONG SAID PLAT BOUNDARY, 155.62 FEET;

THENCE N. 40 DEG 37' 06" E., ALONG SAID PLAT BOUNDARY, 154.69 FEET;

THENCE N. 51 DEG 09' 50" E., ALONG SAID PLAT BOUNDARY, 176.23 FEET;

THENCE N. 30 DEG 21' 06" W., ALONG SAID PLAT BOUNDARY, 174.06 FEET;

THENCE N. 16 DEG 12' 18" W., ALONG SAID PLAT BOUNDARY, 92.80 FEET;

THENCE N. 5 DEG 27' 53" W., ALONG SAID PLAT BOUNDARY, 97.97 FEET;

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THENCE N. 2 DEG 44'44" E., ALONG SAID PLAT BOUNDARY, 72.83 FEET;  
THENCE N. 7 DEG 05'58" E., ALONG SAID PLAT BOUNDARY, 64.53 FEET;  
THENCE N. 5 DEG 42'10" E., ALONG SAID PLAT BOUNDARY, 98.03 FEET;  
THENCE N. 4 DEG 39'14" W., ALONG SAID PLAT BOUNDARY, 56.21 FEET;  
THENCE N. 23 DEG 24'22" W., ALONG SAID PLAT BOUNDARY, 70.20 FEET;  
THENCE N. 29 DEG 25'12" W., ALONG SAID PLAT BOUNDARY, 139.11 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE LEFT (SAID CURVE HAVING A  
RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 13 DEG 49'14", A CHORD  
BEARING N. 51 DEG 22'11" E., AND A CHORD LENGTH OF 78.20 FEET) AND  
ALONG SAID PLAT BOUNDARY, 78.39 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A  
RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 92 DEG 09'43", A CHORD  
BEARING S. 89 DEG 27'34" E., AND A CHORD LENGTH OF 21.61 FEET) AND  
ALONG SAID PLAT BOUNDARY, 24.13 FEET;

THENCE N. 43 DEG 22'42" W., ALONG SAID PLAT BOUNDARY, 118.87 FEET;  
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A  
RADIUS OF 455.90 FEET, A CENTRAL ANGLE OF 7 DEG 11'27", A CHORD  
BEARING N. 38 DEG 47'48" W., AND A CHORD LENGTH OF 57.18 FEET) AND  
ALONG SAID PLAT BOUNDARY, 57.22 FEET;

THENCE S. 54 DEG 50'45" W., ALONG SAID PLAT BOUNDARY, 49.83 FEET;  
THENCE S. 73 DEG 12'30" W., ALONG SAID PLAT BOUNDARY, 100.16 FEET;  
THENCE S. 88 DEG 40'14" W., ALONG SAID PLAT BOUNDARY, 95.82 FEET;  
THENCE N. 61 DEG 53'26" W., ALONG SAID PLAT BOUNDARY, 258.78 FEET;  
THENCE N. 78 DEG 46'47" W., ALONG SAID PLAT BOUNDARY, 110.02 FEET;

THENCE N. 12 DEG 58'21" E., ALONG THE WESTERLY LINE OF TRACT ONE,  
AS CONVEYED TO ROBERT M. TIEMANN BY WARRANTY DEED RECORDED IN  
VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS  
COUNTY, TEXAS, 900.86 FEET, TO THE SOUTH LINE OF ROWE LAKE (ALSO  
KNOWN AS COUNTY ROAD NO. 139);

THENCE S. 79 DEG 53'59" E., ALONG THE SOUTH LINE OF ROWE LAKE AND  
ALONG THE NORTH LINE OF SAID TRACT ONE, 866.45 FEET;

THENCE S. 80 DEG 22'42" E., ALONG THE SOUTH LINE OF ROWE LAKE,  
2205.56 FEET TO THE NORTH CORNER OF A PARCEL OF LAND SAID TO  
CONTAIN 95.256 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M.  
TIEMANN BY DEED RECORDED IN VOLUME 12625, PAGE 570 OF THE REAL  
PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE ALONG THE NORTHERLY LINE OF SAID 95.256 ACRES AND ALONG THE  
SOUTHERLY LINE OF ROWE LAKE THE FOLLOWING THREE (3) COURSES:

1. S. 80 DEG 22'42" E., 20.62 FEET;
2. S. 81 DEG 30'36" E., 648.33 FEET;
3. S. 80 DEG 28'37" E., 1006.56 FEET TO THE EAST CORNER OF SAID  
95.256 ACRE TRACT AND TO THE NORTHWEST CORNER OF THAT PARCEL SAID  
TO CONTAIN 321.88 ACRES OF LAND AS DESCRIBED IN THE MEMORANDUM OF  
OPTION BETWEEN JACQUELINE H. SMITH AND ROBERT M. TIEMANN RECORDED  
IN VOLUME 12652, PAGE 353 OF THE REAL PROPERTY RECORDS OF TRAVIS  
COUNTY, TEXAS;

THENCE ALONG THE NORTH LINE OF SAID 312.88 ACRE PARCEL AND ALONG  
THE SOUTH LINE OF ROWE LAKE THE FOLLOWING TWO (2) COURSES:

1. S. 80 DEG 22' E., 927.07 FEET;

2. S. 79 DEG 52' E., 2429.48 FEET TO THE NORTHEAST CORNER OF SAID 321.88 ACRE PARCEL;

THENCE S. 79 DEG 53'30" E., ALONG THE SOUTH LINE ROWE LANE AND ALONG THE NORTH LINE OF A PARCEL, SAID TO CONTAIN 261.87 ACRES OF LAND DEEDED TO ROBERT M. TIEMANN JULY 27, 1987, 2251.00 FEET TO THE NORTHEAST CORNER OF SAID 261.87 ACRE PARCEL AND TO THE NORTHWEST CORNER OF A PARCEL SAID TO CONTAIN 305.98 ACRES OF LAND AS DESCRIBED IN EXHIBIT "A" RECORDED IN VOLUME 10839, PAGE 680 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

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THENCE S. 79 DEG 53'30" E., ALONG THE SOUTH LINE OF ROWE LANE AND ALONG THE NORTH LINE OF SAID 305.98 ACRE PARCEL, 2281.37 FEET TO THE WEST LINE OF HODDE LANE AND TO THE NORTHEAST CORNER OF SAID 305.98 ACRE PARCEL;

THENCE S. 29 DEG 32' W., ALONG THE WEST LINE OF HODDE LANE AND ALONG THE EASTERLY LINE OF SAID 305.98 ACRE PARCEL, 2270.11 FEET;

THENCE S. 29 DEG 50'30" W., ALONG THE WEST LINE OF HODDE LANE AND ALONG THE EASTERLY LINE OF SAID 305.98 ACRE PARCEL, 2053.76 FEET;

THENCE S. 29 DEG 56' W., ALONG THE WEST LINE OF HODDE LANE AND ALONG THE EASTERLY LINE OF SAID 305.98 ACRE PARCEL, 13.33 FEET TO THE NORTHEAST CORNER OF THE PLAT OF ROWE VALLEY SUBDIVISION SECTION ONE, AS RECORDED IN VOLUME 90, PAGES 308, 309 AND 310 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N. 60 DEG 00'00" W., ALONG THE NORTH LINE OF SAID ROWE VALLEY SUBDIVISION SECTION ONE, 867.78 FEET TO THE NORTHWEST CORNER OF SAID PLAT;

THENCE S. 30 DEG 00'00" W., ALONG THE WEST LINE OF SAID ROWE VALLEY SUBDIVISION SECTION ONE, 2005.23 TO THE SOUTHWEST CORNER OF SAID PLAT;

THENCE S. 60 DEG 00'00" E., ALONG THE SOUTH LINE OF SAID ROWE VALLEY SUBDIVISION SECTION ONE, 870.11 FEET TO THE SOUTHEAST CORNER OF SAID PLAT;

THENCE S. 29 DEG 56' W., ALONG THE WEST LINE OF HODDE LANE AND ALONG THE EASTERLY LINE OF THE SAID 305.98 ACRE PARCEL, 88.05 FEET;

THENCE S. 51 DEG 07' W., ALONG THE WEST LINE OF HODDE LANE, 53.57 FEET;

THENCE S. 79 DEG 40' W., ALONG THE WESTERLY LINE OF HODDE LANE, 51.98 FEET;

THENCE N. 67 DEG 04' W., ALONG THE NORTH LINE OF HODDE LANE, 278.20 FEET;

THENCE N. 60 DEG 01'57" W., ALONG THE SOUTH LINE OF SAID 305.98 ACRE PARCEL, ALONG THE SOUTH LINE OF THE SAID 261.87 ACRE PARCEL AND ALONG THE SOUTH LINE OF THE SAID 321.88 ACRE PARCEL, 6325.92 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED TO GEORGE P. PREWITT, JR., BY DEED RECORDED IN VOLUME 5680, PAGE 1549 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE S. 31 DEG 33' W., ALONG THE SOUTHERLY LINE OF SAID 321.88 ACRE PARCEL, 37.70 FEET;

THENCE N. 60 DEG 09' W., ALONG THE SOUTHERLY LINE OF SAID 321.88 ACRE PARCEL, 780.63 FEET TO THE SOUTHWEST CORNER OF SAID 321.88 ACRE PARCEL AND THE SOUTHEAST CORNER OF SAID 95.256 ACRE PARCEL;

THENCE N. 60 DEG 08'22" W., ALONG THE SOUTH LINE OF SAID 95.256 ACRE PARCEL, 139.81 FEET TO A POINT IN THE EAST LINE OF DIABLO DRIVE, AS

3  
Exhibit A 3A4

RECORDED IN VOLUME 93, PAGE 245 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE SAME BEING THE EAST LINE OF FAIRWAYS OF BLACKHAWK, PHASE IIA, RECORDED IN BOOK 93, PAGE 245 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N. 29 DEG 52'57" E., ALONG THE EAST LINE OF DIABLO DRIVE AND ALONG THE EAST LINE OF SAID FAIRWAYS OF BLACKHAWK, PHASE IIA, 71.19 FEET TO THE NORTHEAST CORNER OF DIABLO DRIVE AND THE NORTHEAST CORNER OF SAID FAIRWAYS OF BLACKHAWK, PHASE IIA;

THENCE N. 60 DEG 08'23"W., ALONG THE NORTH LINE OF FAIRWAYS OF BLACKHAWK, PHASE IIA, AT A DISTANCE OF 50.00 FEET PASS THE NORTHWEST CORNER OF DIABLO DRIVE, IN ALL A TOTAL DISTANCE OF 261.94 FEET;

THENCE N. 67 DEG 14'56" W., ALONG THE NORTH LINE OF SAID FAIRWAYS OF BLACKHAWK, PHASE IIA, 74.59 FEET TO THE WEST LINE OF THE SAID 95.256 ACRE PARCEL AND TO THE EASTERLY LINE OF THE SAID TRACT ONE AS DESCRIBED IN DEED RECORDED IN VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N. 67 DEG 14'56"W., CROSSING SAID TRACT ONE, 500.57 FEET TO THE SOUTHERLY LINE OF SAID TRACT ONE;

THENCE N. 60 DEG 08'22" W., ALONG THE SOUTHERLY LINE OF SAID TRACT ONE, 665.50 FEET;

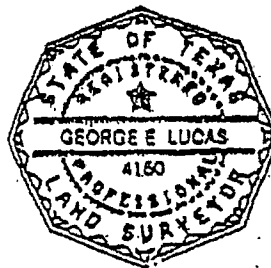
THENCE N. 59 DEG 40'15" W., ALONG SAID SOUTHERLY LINE, 839.51 FEET TO THE SAID POINT OF BEGINNING.

THE BEARING BASIS FOR THIS TRACT IS THE SAME AS TRACT ONE AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 12212 PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

THIS SURVEY WAS MADE FROM AVAILABLE DEED INFORMATION, PLAT RECORDS AND OTHER RECORDED INFORMATION AVAILABLE AND DOES NOT PURPORT TO BE AN ON THE GROUND SURVEY.

6-22-96  
GEORGE E. LUCAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 4160  
STATE OF TEXAS  
FILE# C:\WPDOCS\314FN

RANDALL JONES ENGINEERING, INC.  
1212 EAST BRAKER LANE  
AUSTIN TEXAS

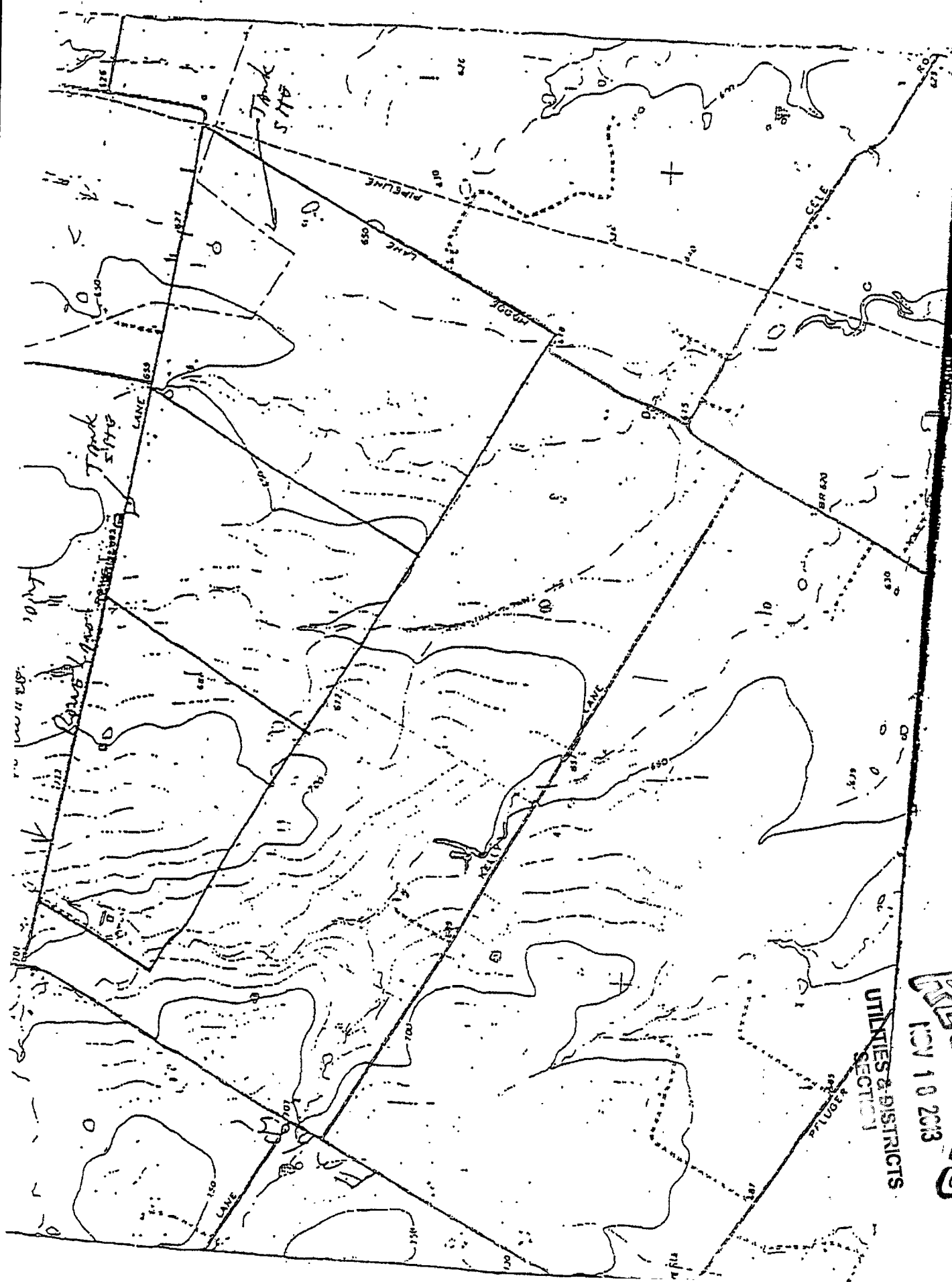


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~~UTILITIES & DISTRICTS  
SECTION 1~~



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



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General Information and Instructions on the UTILITIES & DISTRICTS SECTION

APPLICATION FOR SALE, TRANSFER OR MERGER  
OF A RETAIL PUBLIC UTILITY

GENERAL INFORMATION

Pursuant to V.T.C.A., Water Code Section 13.301, this application must be filed with the Commission and notice must be provided to each customer being transferred and each utility within 2 miles at least 120 days before the effective date of any sale, acquisition, lease or rental, merger or consolidation of any water or sewer system required by law to possess a certificate of convenience and necessity (CCN). A transaction that has taken place since September 1, 1991, and has not been completed in accordance with Section 13.301 of the Texas Water Code including the 120 day prior notice, is void.

This form should be used by investor owned utilities (IOU), water supply or sewer service corporations (WSC), affected counties, and any CCN holder to notify the Texas Natural Resource Conservation Commission 120 days prior to the sale, acquisition, lease, rental, merger or consolidation of any water or sewer system required by law to possess a CCN. This form is also used to transfer, obtain, or amend a CCN in conjunction with a sale, acquisition, lease, rental, merger or consolidation of a public utility.

INSTRUCTIONS

Please answer each question on the attached forms completely. These forms may be re-typed; however, the original sequence, content and wording of the questions must be preserved. You may attach additional sheets, if necessary, but each sheet should be marked with the applicant's name and mailing address, clearly labeled "Attachment 1", "Questions 16, Attachment 2, Question 17;" etc., and accompanied by a brief explanation of the attachment. If a question is not applicable, please mark "N/A" and explain why the question does not apply. The applicant should not assume any knowledge of their specific water or sewer utility by the Texas Natural Resource Conservation Commission (TNRCC or Commission). **DO NOT LEAVE ANY QUESTIONS BLANK**

A complete application will include:

1. An original and three (3) copies of the completed application, and all required attachments, maps and exhibits;
2. Four copies of the agreement between parties, contingent contract, or other documents supporting the proposed transaction;
3. An original and three (3) copies of the proposed tariff for the purchased system. For utilities subject to the Commission's original rate jurisdiction, the tariff's rates must reflect the current rates being charged to the customers. Water supply or sewer service corporations, districts and municipalities must file a schedule of rates to be charged after the transfer. Districts and municipalities need not file a full tariff, but WSCs who



do not have a complete tariff on file with the Commission for information purposes must file a copy of their current tariff. Water and sewer utility tariff forms may be obtained from the Utility Rates and Services Section;

4. An original and three (3) copies of your notice provided to customers and neighboring utilities;
5. The required filing fee according to the following schedule:
  - a. fewer than 100 connections - \$50
  - b. 100 to 200 connections - \$100
  - c. 201 to 500 connections - \$200
  - d. more than 500 connections - \$500
6. If the system being sold or acquired does not have a CCN, an additional \$100 filing fee is required to cover issuance of a CCN. The notice form labeled *Notice to Current Customers, Neighboring Systems and Cities - Form B* should be used to notify customers and neighboring utilities;
7. Four copies of the latest Texas Water Commission (TWC) or TNRCC annual inspection report for the systems being acquired and your response letter if any;
8. For corporations, four (4) copies of "Certification of Account Status";
9. An original and three (3) copies of each of the sworn affidavits of the transferor and transferee utilities' representatives.

Mail these items to: Texas Natural Resource Conservation Commission  
Water Utilities Division  
Utility Rates and Services Section, MC-153  
P. O. Box 13088  
Austin, Texas 78711-3088

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#### ≡ PROCESSING YOUR STM APPLICATION

Enclosed in this packet is a flow chart of the review process. Your application will go through an Administrative Review and, when accepted for filing, through a Technical Review. For uncontested applications, processing time depends on the response time of the applicant. Contested applications generally take longer because of the need for scheduling a public hearing, and processing time depends on whether a settlement agreement between the applicant and the protestor(s) is reached. The dates provided in the flow chart are generally the time it takes to process an uncontested application.

#### ≡ ADMINISTRATIVE REVIEW OF YOUR STM APPLICATION

Your application will be reviewed for administrative completeness by the staff within ten working days after receipt. You will receive a modified notice and instructions for re-noticing and/or publication after your application has been reviewed if it is determined that notice was inadequate or publication is required. If the application is determined to be incomplete or deficient, you will be notified of the deficiencies by mail and will have thirty days in which to amend the application and correct the deficiencies. Failure to correct the deficiencies may result in the Executive Director requesting that a hearing be scheduled which will delay the effective date of the proposed transaction until after a hearing is completed and the Commission has rendered a decision.

## NOTICE

Notice of the proposed transaction must be given to the public at least 120 days prior to the effective date. Notice should be provided at the time the application is submitted to the Commission. Enclosed in this packet are two notice forms labeled *Notice to Current Customers, Neighboring Systems and Cities* - Form A and Form B. Form A should be used if the seller utility has a CCN. Form B should be used if the seller utility does not have a CCN and the purchaser utility will obtain it or will amend its current CCN as a result of the transaction. When in doubt, please contact the Utility Rates and Services Section for assistance. The executive director may also request that notice be published and/or provided to other affected parties.

## TECHNICAL REVIEW OF YOUR STM APPLICATION

Prior to the expiration of the 120 day notification period, the staff will investigate the proposed transaction. You will receive notice of the executive director's decision as to whether a public hearing will be held. The executive director may request a hearing (as outlined in V.T.C.A. Water Code Section 13.301(c)) if: (1) the notification to the commission or the public notice was improper; (2) the person purchasing or acquiring the water or sewer system is inexperienced as a utility service provider; (3) the person or an affiliated interest of the person purchasing or acquiring the water or sewer system has a history of noncompliance with the requirements of the commission or the Texas Department of Health or of continuing mismanagement or misuse of revenues as a utility service provider; (4) the person purchasing or acquiring the water or sewer system cannot demonstrate the financial ability to provide the necessary capital investment to ensure the provision of continuous and adequate service to the customers of the water or sewer system; or (5) there are concerns that the transaction may not serve the public interest, after the application of the considerations provided by Section 13.246(c) for determining whether to grant a certificate of convenience and necessity.

Unless a public hearing is held, the transaction may be completed as proposed at the end of the 120 day period. None after you receive notice that a hearing will not be requested. If a hearing is requested or if proper notice is provided, the transaction may not be completed without a determination by the Commission that the transaction serves the public interest.

If the application is contested and a hearing is requested, the application will be referred to the State Office of Administrative Hearings (SOAH). During the preliminary hearing, the presiding Administrative Law Judge (ALJ) may give the parties time to negotiate a settlement. If a settlement is reached, the application will be remanded to staff for administrative processing. If a settlement is not reached, a discovery schedule and a date for an evidentiary hearing will be set. The ALJ will take testimony from each party and present a report to the Commission to consider in making a final decision on the application.

## FILING OF SIGNED CONTRACT

Within 30 days after the effective date, the parties must file a signed contract, bill of sale, or other appropriate documents as evidence that the transaction has been made final and also file documents supporting the transfer of customer deposits or other disposition and a sworn affidavit explaining the disposition of customer deposits. The Commission cannot issue or transfer the CCN without evidence that the transaction had been executed.

## ORDERING ADDITIONAL FORMS OR INFORMATION

An information order form is attached which includes all current application and petition forms, pamphlets and other information available from the Utility Rates and Services Section at no charge.

The Texas Natural Resource Conservation Commission is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, disability in employment or in the provision of services, programs, or activities. In compliance with the Americans with Disabilities Act, this document may be requested in alternate formats by contacting the Utility Rates and Services Section at 512/239-6968 (facsimile number 512/239-6972, by calling 1-800-RELAY-TX (TDD), or by writing or visiting at 12015 Park 35 Circle, Building F, Austin, Texas 78753.

# Sale, Transfer, or Merger (STM) Application -Flowchart-

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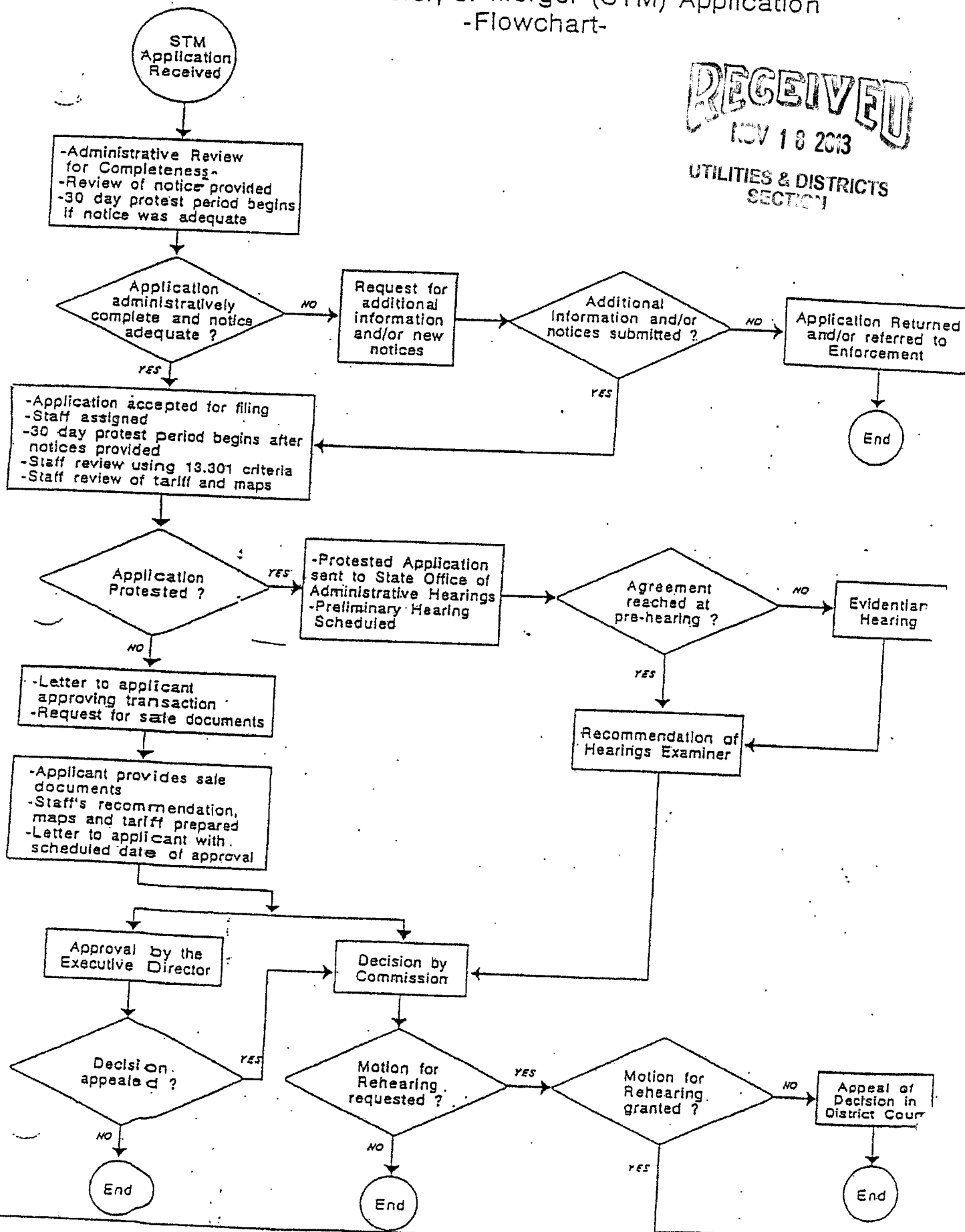


Exhibit D

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Water Utilities Division  
Utility Rates and  
Services Section



APPLICATION FOR SALE, TRANSFER,  
OR MERGER OF A RETAIL PUBLIC UTILITY

1. Proposed action of application (check all the boxes that apply):

<input type="checkbox"/> Sale	of	<input type="checkbox"/> All	of the	<input type="checkbox"/> Water system(s) under CCN No.: _____
<input type="checkbox"/> Acquisition		<input type="checkbox"/> Portion		<input type="checkbox"/> Sewer system(s) under CCN No.: _____
<input type="checkbox"/> Lease/Rental				
<hr/>				
<input type="checkbox"/> Transfer	of	<input type="checkbox"/> All	of the	<input type="checkbox"/> Certificated water service area - CCN No.: _____
		<input type="checkbox"/> Portion		<input type="checkbox"/> Certificated sewer service area - CCN No.: _____

☒ If only a portion of a system or certificated service area is affected by this transaction, please specify the areas or subdivisions involved: \_\_\_\_\_

and to:

<input type="checkbox"/>	Obtain a CCN for the transferee (purchaser)
<input type="checkbox"/>	Amend the transferee's CCN No.: _____
<input type="checkbox"/>	Merge or consolidate public utilities
<input type="checkbox"/>	Cancel CCN of the transferor (seller)

2. Proposed effective date of this transaction: \_\_\_\_\_

(Must be at least 120 days after the filing of this application)

☒ **QUESTIONS 3 THROUGH 5 APPLY TO AND SHOULD BE COMPLETED ONLY BY THE TRANSFEROR, CURRENT SERVICE PROVIDER OR SELLER**

3. For the current CCN holder or service provider please indicate:

A. Name: \_\_\_\_\_  
(Individual, Corporation or Other Legal Entity)

who is a(n): ☐ Individual ☐ Corporation ☐ WSC ☐ HOA or POA ☐ Other: \_\_\_\_\_

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B. Utility Name (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

C. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

4. About the last rate increase for the system or facilities being transferred:

A. What was the effective date of the last rate increase? \_\_\_\_\_

B. Was notice of this increase provided to the Texas Natural Resource Conservation Commission or its predecessors Public Utility Commission or Texas Water Commission?

☐ No.  
☐ Yes.

Application/Docket Number: \_\_\_\_\_

Date: \_\_\_\_\_

5. Please provide a list of all customers affected by this transaction who have deposits held by the transferor or seller utility, if any, and include the following information (attach additional sheets if necessary):

Name and Address of utility customer	Date of Deposit	Amount of Deposit	Amount of unpaid interest on Deposit

☐ Within 30 days of the actual transaction date, and prior to the transfer of the certificate by the TNRCC, the seller must provide proof to the Commission that these customer deposits were returned to the customers or transferred to the purchasing utility. Proof should include a sworn affidavit.

☐ **QUESTIONS 6 THROUGH 13 REFER TO AND SHOULD BE COMPLETED BY THE TRANSFEREE OR PURCHASER**

6. For the person or entity acquiring the facilities and/or CCN:

Applicant: \_\_\_\_\_

(Individual, Corporation, or Other Legal Entity)

Utility Name: \_\_\_\_\_

(If different than above)

Utility Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

CCN Numbers held prior to the filing of this application: \_\_\_\_\_

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7. Check the appropriate box and provide information regarding the legal status of the transferee applicant:

- ☐ Individual  
☐ Home or Property Owners Association  
☐ Partnership; attach copy of partnership agreement  
☐ Corporation; provide charter number as recorded with the Office of the Secretary of State

for Texas: \_\_\_\_\_

- ☐ Non-profit, member-owned, member-controlled Cooperative Corporation (Article 1434(a) Water Supply or Sewer Service Corporation); provide charter number: \_\_\_\_\_

- ☐ Municipally-owned utility  
☐ District (MUD, SUD, WCID, etc.)  
☐ County  
☐ Other (please explain): \_\_\_\_\_

8. If the applicant is an *Individual* provide the following information. If not, skip to the next question.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

9. If the applicant is other than an *Individual* provide the following information regarding the officers or partners of the legal entity applying for the transfer. You must complete either question 8. or question 9., whichever applies to the transferee applicant.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): \_\_\_\_\_

- Attach additional sheet(s) if necessary -

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**Important:** • If the applicant is a for-profit corporation, please provide a copy of the corporation's "Certification of Account Status" from the State Comptroller Office. This "Certification of Account Status" can be obtained from:

Comptroller of Public Accounts, Office Management  
P. O. Box 13528, Capitol Station  
Austin, Texas 78711  
1-800-252-5555

• If the applicant is an Article 1434a water supply or sewer service corporation or other non-profit corporation, please provide a copy of the Articles of Incorporation and By-Laws.

10. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

**IF THERE ARE MORE THAN TWO PARTIES INVOLVED IN THIS TRANSACTION, PLEASE ATTACH SHEETS PROVIDING THE INFORMATION REQUIRED IN QUESTION 6 THROUGH QUESTION 10 FOR EACH PARTY**

11. Please respond to each of the following questions. Attach additional sheets if necessary.

A. Describe the experience and qualifications of the applicant to provide adequate utility service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Has the applicant acquiring the CCN or facilities or an affiliated interest of the applicant been under enforcement action by the Texas Department of Health, the Commission, the Attorney General or EPA in the past for noncompliance with rules, orders or State Statutes?

<input type="checkbox"/>	Yes.
<input type="checkbox"/>	No.

If yes, please attach copies of any correspondence with these regulatory agencies concerning these enforcement actions and describe any actions and efforts to comply with those requirements.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- C. Describe the source and availability of funds required to make the planned or required improvements to meet minimum requirements of the Texas Natural Resource Conservation Commission and ensure continuous and adequate service.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Describe the anticipated impact of this transaction on the quality of utility service and explain any anticipated changes in the quality of service.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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12. Please describe the nature of the proposed transaction:

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13. If the transferee applicant is an IOU and will be under the rate jurisdiction of the TNRCC, please provide the following information. Water supply or sewer service corporations and political subdivisions of the state should mark this section N/A.:

A. • Total Purchase Price:

• Total Original Cost (as recorded on books of seller or merging entity):

• Accumulated Depreciation as of the proposed effective date of the transaction:

• Contributions in Aid of Construction:

-Specific surcharges approved by TNRCC:

-Revenues from explicit customer agreements:

-Developer Contributions (please explain):

-Other Contributions (please explain):

Total Contributions in Aid of Construction:

• Net Book Value:

☒ If the Original Cost or any of the above items has been established in a rate case proceeding by the PUC, the TWC or the TNRCC, please provide the Application/Docket Number and date:

Application/Docket Number:

Date:

☒ If the applicant is not under the rate jurisdiction of the TNRCC, only the purchase price and information related to Contributions in Aid of Construction is required.

B. Please provide any other information concerning the nature of the transaction and consideration given if not explained elsewhere in the application (attach additional sheet(s) if necessary):

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- C. Complete the following proposed entries in books of purchasing (or surviving) company to record purchase or merger). Additional entries may be made, the following are suggested only, and not intended to pose descriptive limitations.

Utility Plant in Service: \_\_\_\_\_

Plant Acquisition Adjustment: \_\_\_\_\_

Extraordinary Loss on Purchase: \_\_\_\_\_

Accumulated Depreciation of Plant: \_\_\_\_\_

Cash: \_\_\_\_\_

Notes Payable: \_\_\_\_\_

Mortgage Payable: \_\_\_\_\_

Others (please list): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As the purchaser, I understand that it is my responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service.

Purchaser's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

14. Please indicate the proposed effect of this transaction on the rates to be charged to the affected customers:

- ☐ All the customers will be charged the same rates as they were charged before the transaction.  
☐ Some ☐ All customers will be charged different rates than they were charged before the transaction.

If so, please explain: \_\_\_\_\_

- ☐ Applicant is an IOU and intends to file with the Commission or municipal regulatory authority an application to change rates of some/all of its customers as a result of this transaction. If so, please explain: \_\_\_\_\_

- ☐ Other. Please explain: \_\_\_\_\_

15. List all neighboring water and/or sewer utilities, cities, and political subdivisions providing the same service within two (2) miles of area affected by this proposed transaction. This information should be available from Applicant's licensed water operator or regional Texas Department of Health Office.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE ANSWER QUESTIONS 16 THROUGH 22 FOR EACH PHYSICALLY DISTINCT SYSTEM WHICH IS BEING TRANSFERRED OR ACQUIRED ON A DIFFERENT SHEET

16 A. For Water Systems. TNRCC Public Water System Identification Number: 

--	--	--	--	--	--	--	--

B. For Wastewater Systems:

-TNRCC Discharge Permit Number: 

W	Q								
---	---	--	--	--	--	--	--	--	--

-Name of Permittee: \_\_\_\_\_

-Date of application to transfer Discharge Permit submitted: \_\_\_\_\_

-Date of application to transfer Discharge Permit approved by TNRCC: \_\_\_\_\_

17. A. Are any improvements required to meet TNRCC standards? ☐ Yes ☐ No

B. Is there a moratorium on new connections? ☐ Yes ☐ No

C. Provide details of each required major capital improvement to correct the deficiencies and meet the TNRCC standards (attach additional sheets if necessary):

Description of the required improvement	Schedule to Complete	Estimated Cost

18. Does the system being transferred operate within the city limits of a municipality? ☐ Yes ☐ No

If yes, indicate the number of customers within the city limits: \_\_\_\_\_ Water \_\_\_\_\_ Sewer

☐ Attach copy of franchise agreement or consent letter from the city.

19. Do you currently purchase water or sewer treatment capacity from another source? ☐ Yes ☐ No

☐ Water ☐ Sewer Purchased on a ( ) regular - ( ) seasonal - ( ) emergency basis.

• Source: \_\_\_\_\_ % of total supply: \_\_\_\_\_

20. List the number of existing connections to be affected by this transaction:

Water:	Non Metered		2" meter		Sewer:	Residential connection	
	5/8" or 3/4" meter		3" meter			Commercial connection	
	1" meter		4" meter			Industrial connection	
	1 1/2" meter		Other _____"			Other _____	
	Total Water connections:					Total Sewer connections	

21. Has the system reached 85% of its capacity based on TNRCC's minimum requirements? ☐ Yes ☐ No

22. List the name, class, and license number of the operator that will be responsible for the system:

23. Attach the following maps with each copy of the application: (All maps should include Applicant's name, address, and telephone number, and date of drawing or revision. All maps should be folded to 8½ X 11")
- a. One county map (Texas Highway Department 1" = 2 miles) clearly showing affected service area. Service area boundaries should conform to verifiable landmarks such as roads, creeks, railroads, etc. County maps may be obtained locally or from the State Department of Highways and Public Transportation, Attention File D-10, P. O. Box 5051, Austin, Texas 78763, (512) 465-7397.
  - b. One large scale map showing the proposed service area boundaries being sold, transferred, or merged and, if available, the existing and proposed facilities. Color coding should be used to differentiate existing from proposed facilities. Facilities and service area boundaries should be shown with such exactness that they can be located on the ground. Applicant should use U.S.G.S. 7½-minute series, subdivision plat, engineer planning map, or other large scale map.

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OATH FOR SELLER OR FORMER SERVICE PROVIDER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, file this application for sale, lease, rental or merger consolidation as \_\_\_\_\_ (indicate relationship to applicant) that is, owner, member of partnership, officer of corporation, or other authorized representative of applicant; that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made in good faith and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have provided to the purchaser or transferee a written disclosure statement about any contribution property as required under Section 13.301(f) and copies of any outstanding Orders of the Commission or Attorney General and have also complied with the notice requirements in Section 13.301(g) of the Water Code.

Notice of this transaction was \_\_\_\_\_ mailed or \_\_\_\_\_ hand delivered to each customer and neighboring utility on \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
AFFILIANT

(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the applicant or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State and County above named, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

One copy of this page must be submitted for each utility involved in this transaction.

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OATH FOR PURCHASER OR ACQUIRING ENTITY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, file this notice of intent to purchase, acquire, lease or rent, merge or consolidate as \_\_\_\_\_ (indicate relationship to applicant) that is, owner, member, partnership, title as officer of corporation, or other authorized representative of applicant; that, in such capacity I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that the application does not duplicate any filing presently before the Commission.

I am also authorized and do agree to be bound by and comply with any outstanding orders of the Commission or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

\_\_\_\_\_  
AFFIANT

(Applicant's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the applicant or its attorney, a properly verified Power of Attorney must be enclosed.

Applicant represents that all other parties to this transaction have been furnished copies of this completed application.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State and County above-named, this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

One copy of this page must be submitted for each utility involved in this transaction.

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10 of 12

NOTICE OF INTENT TO SELL FACILITIES AND TRANSFER THE CERTIFICATE OF  
CONVENIENCE AND NECESSITY (CCN) OF \_\_\_\_\_  
TO \_\_\_\_\_ IN \_\_\_\_\_ COUNTY, TEXAS

Gentlemen:

Date Notice Mailed: \_\_\_\_\_, 19\_\_

Seller's or Transferor's Name

Address

City

State

Zip Code

has submitted an application with the Texas Natural Resource Conservation Commission to sell facilities and transfer a CCN to provide \_\_\_\_\_ (water/sewer) utility service in \_\_\_\_\_ [County Name] County to:

Purchaser's or Transferee's Name

Address

City

State

Zip Code

The sale is scheduled to take place as approved by the Executive Director (V.T.C.A., Water Code §13.301). This transaction and the transfer of the CCN includes the following subdivision

The area subject to this transaction is located approximately \_\_\_\_\_ miles \_\_\_\_\_ [direction] from downtown \_\_\_\_\_ [City or Town], Texas and is generally bounded on the north by \_\_\_\_\_; on the east by \_\_\_\_\_; on the south by \_\_\_\_\_; and on the west by \_\_\_\_\_.

The total area being requested includes approximately \_\_\_\_\_ acres and \_\_\_\_\_ current customers. This transaction will have the following effect on the current customer's rates and services:

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing, you must state (1) your name, mailing address and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to this application; (3) the statement "I/we request a public hearing"; (4) a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing. Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Executive Director will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Executive Director may issue the CCN 30 days after publication of this notice.

persons who wish to protest or request a hearing on this application should write the:

Texas Natural Resource Conservation Commission  
Water Utilities Division  
Utility Rates and Services Section, MC-153  
P. O. Box 13087, Austin, TX 78711-3087

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Utility Representative

Utility Name

NOTICE OF INTENT TO SELL FACILITIES OF \_\_\_\_\_  
TO \_\_\_\_\_ AND TO OBTAIN OR AMEND A CERTIFICATE OF  
CONVENIENCE AND NECESSITY (CCN) IN \_\_\_\_\_ COUNTY, TEXAS

Gentlemen:

Date Notice Mailed: \_\_\_\_\_, 19\_\_\_\_

Seller's or Transferor's Name

Address

City

State

Zip Code

has submitted an application with the Texas Natural Resource Conservation Commission to sell facilities to provide  
[water/sewer] utility service in \_\_\_\_\_ [County Name] County to:

Purchaser's or Transferee's Name

Address

City

State

Zip Code

The transferee has also requested to obtain/amend a CCN in this application. The sale is scheduled to take place as approved by the Executive Director (V.T.C.A., Water Code §13.301). The transaction and proposed service area includes the following subdivisions:

The area subject to this transaction is located approximately \_\_\_\_\_ miles \_\_\_\_\_ [direction] of  
downtown \_\_\_\_\_ [City or Town], Texas and is generally bounded on the north by \_\_\_\_\_  
\_\_\_\_\_; on the east by \_\_\_\_\_; on the south by \_\_\_\_\_; and on the west by \_\_\_\_\_.

The total area being requested includes approximately \_\_\_\_\_ acres and \_\_\_\_\_ current customers.  
This transaction will have the following effect on the current customer's rates and services:

\_\_\_\_\_

Affected persons may file written protests and/or request a public hearing within 30 days of this notice.

To request a hearing you must state (1) your name, mailing address and daytime telephone number; (2) the applicant's name; application number or another recognizable reference to this application; (3) the statement "I/we request a public hearing"; (4) a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and issuance of the CCN; and (5) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing. Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Executive Director will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Executive Director may issue the CCN 30 days after publication of this notice.

persons who wish to protest or request a hearing on this application should write the:

Texas Natural Resource Conservation Commission  
Water Utilities Division  
Utility Rates and Services Section, MC-153  
P. O. Box 13087, Austin, TX 78711-3087

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\_\_\_\_\_  
Utility Representative

\_\_\_\_\_  
Utility Name

\_\_\_\_\_, 199\_\_

Utility Certification and  
Rate Design Section  
Water Utilities Division  
Texas Natural Resource  
Conservation Commission  
P.O. Box 13087  
Austin, Texas 78711-3087

RE: Transfer of a Portion of the  
Certificated Water Service Area  
Under CCN No. 11144

Manville Water Supply Corporation consents to the transfer of a portion of the water service area under Certificate of Convenience and Necessity No. 11144 to Tiemann Land & Cattle Development, Inc. [or \_\_\_\_\_ Water Control and Improvement District]. The service area to be transferred is located in Travis and Williamson Counties and is described on the attached Exhibit "A." Tiemann Land & Cattle Development, Inc. [or \_\_\_\_\_ Water Control and Improvement District] is hereby designated the agent of Manville Water Supply Corporation for the purpose of prosecuting any required application to transfer this service area.

Sincerely,

\_\_\_\_\_  
President  
Board of Directors

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EXHIBIT D



## EXHIBIT D

### SIXTH AMENDMENT TO COMPREHENSIVE DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT AGREEMENT ("Amendment") is made and entered into on the dates set forth below, by and between Rowe Lane Development, Ltd. ("Rowe Lane"), Robert M. Tiemann ("Tiemann"), Tiemann Land and Cattle Development, Inc. ("TLCD"), SLF IV – Blackhawk, L.P. ("Stratford"), and the City of Pflugerville, Texas (the "City"), a municipal corporation. This agreement has been authorized by a resolution of the City Council of the City.

#### RECITALS

Rowe Lane's predecessors in interest and the City previously entered into that certain "Comprehensive Development Agreement Between Tiemann Land and Cattle Development, Inc. and the City of Pflugerville, Texas Including Consent to the Creation of Water Control and Improvement Districts and the Development of a Certain 1113 Acre Tract Located in Williamson and Travis Counties, Texas" dated April 29, 1997, as amended by:

the "First Amendment to Comprehensive Development Agreement between Tiemann Land and Cattle Development, Inc. and the City of Pflugerville, Texas Including Consent to the Creation of Water Control and Improvement Districts and the Development of a Certain 1113 Acre Tract Located in Williamson and Travis Counties, Texas" dated January 5, 2000,

the "Second Amendment to Comprehensive Development Agreement between Tiemann Land and Cattle Development, Inc. and the City of Pflugerville, Texas" dated June 27, 2003,

the "Third Amendment to Comprehensive Development Agreement" dated March 28, 2006,

the "Agreement Amending Comprehensive Development and Consent Agreements" dated July 3, 2006, and

the "Fifth Amendment to Comprehensive Development Agreement" dated August 7, 2007.

(Collectively referred to as the "Agreement").

The interest of "Developer" under the Agreement with respect to 196.16 acres of land located within the boundaries of Lakeside Water Control and Improvement District No. 2C, has been assigned to Stratford in conjunction with a conveyance of the 196.16 acres of land to Stratford by a deed dated March 24, 2011, which is recorded in Document No. 2011043430, Official Public Records, Travis County, Texas. Notice of the assignment has been provided to the City as required by the Agreement.

Rowe Lane, Stratford, and the City desire to amend the Agreement to extend the effective date of preliminary plans and subdivision construction plans for land within Lakeside Water Control and Improvement District Nos. 2A, 2B, 2C, and 2D, to revise the provisions

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Developer, in addition to the other duties and obligations under this Agreement, agrees to limit the total bonds issued by the District and all Districts created under Article II and the total reimbursement to Developer, to One Hundred, Four Million Dollars (\$104,000,000.00), reasonably adjusted for inflation, and Developer further agrees not to seek reimbursement for any costs or expenses other than costs and expenses that are authorized for reimbursement by a district under Texas law.

The seventh sentence of Section A, Article V of the Agreement is amended to read as follows:

Subject to the \$104,000,000.00 maximum limit reasonably adjusted for inflation, the amount of District Bonds issued at any time by the District shall be limited only by applicable statutes and the rules of the Commission.

6.3. Article VI, Section B. Article VI, Section B is amended to revise the enumerated paragraphs numbered 4 and 6 regarding future non-flood plain park areas to reduce the total amount of future non-flood plain park area from 10 acres to five acres and to place the five acres under the ownership of a District as follows:

4. One 5-acre recreational facility/park area not in the flood plain.
6. The District shall own, operate, and maintain the 5-acre non-flood plain recreational facility/park area.

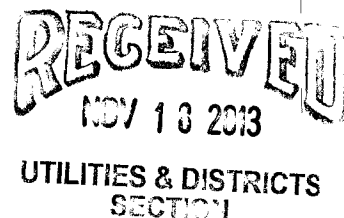
6.4 Article VI, Section E. Article VI is amended to add a new Section E regarding residential and non-residential vertical construction as follows:

E. Vertical Construction

All residential and non-residential vertical construction requiring a building permit within the District shall comply with the City's Construction Code that is in effect at the time a building permit is issued for construction of the applicable structure.

7. Cooperation on Transfer of Certificated Service Area.

7.1 Upon TLCD's acquisition of the certificate of convenience and necessity for retail water service within Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, 2C, and 2D pursuant to TLCD's rights under the wholesale water contract that serves the Districts, TLCD agrees to transfer the certificate of convenience and necessity to the City. Within 30 days of TLCD's acquisition of the certificate of convenience and necessity, TLCD will apply to the Texas Commission on Environmental Quality to transfer the certificate of convenience and necessity to the City.



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## EXHIBIT E

### WATER UTILITY SERVICE AREA AGREEMENT

THIS WATER UTILITY SERVICE AREA AGREEMENT (the "**Agreement**") is entered into by and among the Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, 2C, and 2D, conservation and reclamation districts operating pursuant to Chapters 49 and 51 of the Texas Water Code (each, a "**District**," and collectively, the "**Districts**"), and the City of Pflugerville, a Texas home rule city (the "**City**") (the Districts and City are each, a "**Party**", and are collectively referred to as the "**Parties**").

### RECITALS

WHEREAS, the Districts are the owners of certain water infrastructure that enables each District to provide retail water service to its respective residents (collectively, the "**Districts' Systems**");

WHEREAS, each District has previously entered into a Professional Services Agreement with the City, whereby the City operates, maintains, and administers that District's water system on the District's behalf, for a fee;

WHEREAS, the boundaries of Manville Water Supply Corporation's ("**Manville WSC**") water Certificate of Convenience and Necessity ("**CCN**") No. 11144 in part overlap with the jurisdictional boundaries of the Districts;

WHEREAS, on or about October 7, 1996, Tiemann Land and Cattle Development, Inc. ("**TLCD**") and Manville WSC entered into a certain "Agreement for Providing Wholesale Water Service" ("**TLCD/Manville Agreement**"), whereby in Section 2.8(b) thereof, Manville WSC agreed to transfer the portion of its water CCN No. 11144 that overlaps with the boundaries of the Districts ("**CCN Transfer Area**") to either TLCD or the Districts, upon the request of TLCD (a map depicting the CCN Transfer Area is attached hereto as Exhibit A and such exhibit is incorporated herein for all purposes);

WHEREAS, on September 29, 2011, Rowe Lane Development, Ltd., Robert M. Tiemann, TLCD, SLF IV - Blackhawk, L.P., and the City entered into a certain "Sixth Amendment to Comprehensive Development Agreement" ("**Sixth Amendment**"), which in part contemplates the transfer the CCN Transfer Area to the City;

WHEREAS, presently, the City does not have any ownership rights in the Districts' Systems, and thus, the City cannot provide continuous and adequate retail water service to the residents of the Districts without an agreement with the Districts, or without incurring significant cost and expense;

WHEREAS, the Districts and City desire to operate in accordance with Chapter 13 of the Texas Water Code and the rules of the Texas Commission on Environmental Quality, and its successor agencies (collectively, the "**TCEQ**");

WHEREAS, the Districts, as the owners of the Districts' Systems and the current retail

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water service providers to their respective residents, each desire to possess the portion of the CCN Transfer Area that overlaps with their respective boundaries, for so long as they own the Districts' Systems;

WHEREAS, the City desires to possess the water CCNs that overlap with the Districts' boundaries when it owns the water infrastructure necessary to serve such areas;

WHEREAS, the Parties desire to enter into an agreement regarding the transition of the CCN Transfer Area from Manville WSC, and both Parties understand that TLCD does not oppose such an agreement; and

WHEREAS, pursuant to Chapter 791, Texas Government Code, and the general and special laws of the State of Texas, the Parties are authorized to enter into this Agreement providing for the undertaking, administration, and implementation of the Agreement.

NOW THEREFORE, in consideration of the terms, conditions, and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **Transferring the CCN Transfer Area from Manville WSC to the Districts.** As of the Effective Date (defined herein) of this Agreement, the City assigns all of its rights, but none of its obligations or liabilities, set forth in Section 7.1 of the Sixth Amendment to the Districts, for each respective District. This assignment is subject to the provisions of Section 2 of this Agreement. In the event any District elects to file an application with the TCEQ to transfer from Manville WSC the portion of the CCN Transfer Area that overlaps with the boundary of that District, the City agrees that it will not protest such applications, so long as such applications are filed while the District continues to hold the assigned rights in Section 7.1 of the Sixth Amendment, in accordance with this Agreement. The City shall release, defend and hold harmless the Districts for, from and against any and all causes of action, suits, judgments and expenses (including, without limitation, court costs, attorneys' fees and costs of investigation, removal and remediation, and governmental oversight costs) of Rowe Lane Development, Ltd., Robert M. Tiemann, TLCD, SLF IV - Blackhawk, L.P., or their successors and assigns, directly or indirectly arising out of, resulting from this Agreement or any rights or interests granted pursuant to this Agreement. The City's obligation to release, defend and hold harmless the Districts under this Section shall survive this Agreement.

2. **Transferring the CCN from the Districts to the City.** In the event that the City "annexes" (defined herein) one or more of the Districts: (a) the rights of such annexed District(s) under Section 7.1 of the Sixth Amendment shall immediately and automatically revert back to the City; (b) if applicable, the City shall have the right, but not the obligation, to prepare, file, and prosecute an application with the TCEQ (or its successor agency) to transfer such District(s)'s water CCN to the City; and (c) the City may provide retail water service within such annexed District(s), to the extent authorized by law. Each such annexed District shall consent to, and assist the City, at the City's cost, with such CCN transfer or decertification, upon request

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from the City. For the purposes of this Agreement, the term "*annexes*" means the time by which both of the following actions have occurred: (a) a District is included within the municipal limits of the City, and (b) the City obtains ownership of that District's portion of the Districts' Systems. Nothing in this Agreement shall prohibit the City from exercising its rights under Texas Local Government Code §552.017. This Agreement does not grant the City the authority to use a District's portion of the Districts' Systems prior to the time that the City annexes such District.

3. **No Compensation for CCN Transfer.** The transfers of the CCN described herein shall be accomplished without the payment of compensation therefore by any Party to any Party. The Parties acknowledge that their agreement to amicably resolve overlapping CCN issues and to further the public policy goal of providing continuous and adequate retail water utility service to the landowners within the CCN Transfer Area is sufficient consideration for the Agreement, and they waive any and all claims they may have under the provisions of the Texas Water Code to receive any compensation for the transfer of the water CCN that they may hold, pursuant to this Agreement.
4. **Term and Termination.** This Agreement shall remain in force and effect until the City annexes all of the Districts.
5. **Default.** If any Party fails to abide by each of the provisions and obligations of this Agreement, then the non-failing Party shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to the failing Party, if the failing Party does not cure such failure within such thirty (30) day period. The non-failing Party may also pursue any and all other legal and equitable remedies available to it as may be permitted from time to time by applicable laws.
6. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns of the Parties.
7. **Entire Agreement.** This Agreement embodies the entire agreement of the Parties on the subjects contained herein and therein and shall supersede all previous communications, representations, or agreements either verbal or written between the Parties with respect to the same.
8. **Counterparts.** This Amendment may be executed in multiple counterparts, which, when combined together, will constitute an original of this Agreement.
9. **Assignment.** Neither the City nor the Districts may assign their rights and duties hereunder, in whole or in part, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.
10. **Notice.** Unless otherwise stated herein, any notice or other communication required or permitted under this Agreement shall be in writing, may be delivered (and shall be deemed to be received) as follows: (i) when delivered personally or by a nationally recognized overnight courier service that provides written proof of delivery, upon the date of delivery; (ii) when delivered by United States mail, registered or certified, with return receipt requested and postage

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prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt; and (iii) when delivered by facsimile, upon confirmation of receipt from the recipient's fax portal; provided that, in each such case, such notice is sent to the address or fax number of the recipient set forth below:

If to City:

City of Pflugerville, Texas  
Attn: City Manager  
100 East Main Street, Suite 300  
Pflugerville, TX 78691  
Facsimile: 512-990-4364

If to any of the Districts:

Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, 2C  
and/or 2D  
Attn: President  
Lloyd Gosselink Rochelle & Townsend, P.C.  
816 Congress Avenue, Suite 1900  
Austin, Texas 78701  
Facsimile: (512) 472-0532

Any Party may change the address at which it is to receive any notice to be sent under this Agreement by providing notice of such change to the other Party in the manner set forth in this Section.

**11. Severability.** If any provision of this Agreement is held to be in conflict with any law or is otherwise held to be unenforceable for any reason whatsoever, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent.

**12. Amendment.** This Agreement may not be amended, modified, supplemented or revoked except by an instrument in writing signed by the Parties.

**13. Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement is intended or shall be construed to confer upon, or to give to, any legal Person other than the Parties, any right, remedy, or Claim under or by reason of this Agreement; or any covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with any agreements of any Party with any third party.

**14. No Waiver of Rights.** No waiver by any Party of any default or defaults by the other Parties in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing, duly executed by a duly authorized representative of the Party waiving any such default.

15. **Governing Law.** The laws of the State of Texas hereunder shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties. All acts to be performed under the terms of the Agreement are performable in Travis County, Texas.

16. **Effective Date.** The Effective Date of this Agreement shall be the last date that this Agreement is signed by all Parties.

17. **Authority.** Each individual executing this Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such Party and shall deliver appropriate certification to that effect, if requested.

18. **Recitals.** The Recitals of this Agreement are incorporated herein for all purposes.

The Parties have executed this Agreement as of the date(s) indicated below.

CITY OF PFLUGERVILLE, TEXAS, a home rule city

By: 

Brandon Wade, City Manager

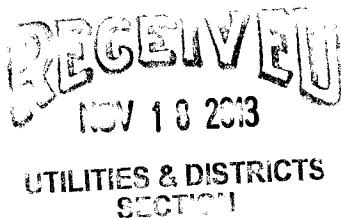
Date: 9-11-13

LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 1, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: 

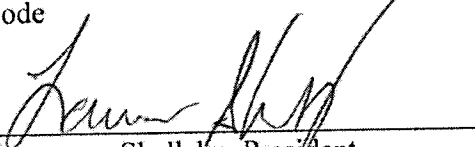
Terry Tuttle, President

Date: August 13, 2013



DISTRICT NO. 2A, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code

By:

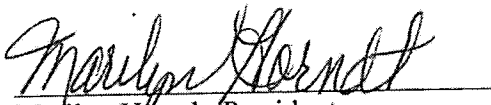
  
Lawrence Shellaby, President

Date:

August 12, 2013

LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2B, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code

By:

  
Marilyn Horndt, President

Date:

August 12, 2013

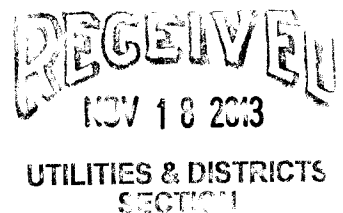
LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2C, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code

By:

  
David Wang, President

Date:

Aug. 16, 2013





LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2D, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

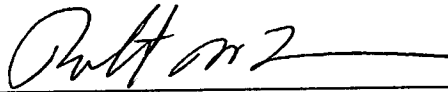
By: William P. McCord  
William McCord, President

Date: August 12, 2013

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**APPROVE AS TO FORM:**

**TIEMANN LAND AND CATTLE DEVELOPMENT, INC., a  
Texas corporation**

By:   
Robert M. Tiemann, President

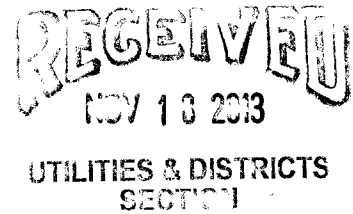
Date: August 13, 2013

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**EXHIBIT A**  
**CCN TRANSFER AREA**



BEING A TRACT OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING A PART OF THE A. BAILEY SURVEY NO. 34 AND THE J. C. LEE SURVEY NO 35 AND BEING A PART OF TRACT ONE AS DESCRIBED IN A WARRANTY DEED FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD TO ROBERT H. TIEMANN RECORDED IN VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 5.273 ACRE PARCEL LESS AND EXCEPTED FROM THE SAID DEED TO ROBERT M. TIEMANN RECORDED IN VOLUME 12212, PAGE 1510 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE-PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Begin at the Southeast Corner of Lot 1, Block D, Meadows of Blackhawk Phase One, according to the plat thereof recorded in Volume 95 Pages 96, 97 and 98 of the Plat Records of Travis County, Texas;

Thence N. 22 deg 22'17" E., along the East Line of Lots 1 and 2, Block D, 239.70 feet;

Thence N. 76 deg 02'15" W., along the Northerly Line of Lot 2, Block D, 120.05 feet;

Thence N. 18 deg 04'33" E., along the East Line of Kennemer Drive, 57.21 feet;

Thence N. 72 deg 08'31" W., along the boundary of said plat of Meadows of Blackhawk Phase One, 60.00 feet;

Thence along the arc of a curve to the right (said curve having a radius of 20.00 feet, a central angle of 90 deg 00'00", a chord bearing S. 62 deg 51'29" W., and a chord length of 28.28 feet) and along said plat boundary, 31.42 feet;

Thence N. 72 deg 08'31" W., along said plat boundary, 46.82 feet;

Thence along the arc of a curve to the right (said curve having a radius of 475.00 feet a central angle of 9 deg 28'38", a chord bearing N. 67 deg 24'12" W., and a chord length of 78.48 feet) and along said plat boundary, 78.57 feet;

Thence N. 26 deg 43'12" E., along said plat boundary, 163.96 feet;

Thence N. 31 deg 36'17" E., along said plat boundary, 166.62 feet;

Thence N. 40 deg 37'06" E., along said plat boundary, 154.69 feet;

Thence N. 51 deg 09'50" E., along said plat boundary, 176.23 feet;

Thence N. 30 deg 21'06" W., along said plat boundary, 174.06 feet;

Thence N. 16 deg 12'18" W., along said plat boundary, 92.80 feet;

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Thence N. 5 deg 27'58" W., along said plat boundary, 97.97 feet;

Thence N. 2 deg 44'44" E., along said plat boundary, 72.83 feet;

Thence N. 7 deg 05'58" E., along said plat boundary, 64.63 feet;

Thence N. 5 deg 42'10" E., along said plat boundary, 98.03 feet;

Thence N. 4 deg 39'14" W., along said plat boundary, 56.21 feet;

Thence N. 23 deg 24'22" W., along said plat boundary, 70.20 feet;

Thence N. 29 deg 26'12" W., along said plat boundary, 139.11 feet;

Thence along the arc of a curve to the left (said curve having a radius of 325.00 feet, a central angle of 13 deg 49'14", a chord bearing N. 51 deg 22'11" E., and a chord length of 78.20 feet) and along said plat boundary, 78.39 feet;

Thence along the arc of a curve to the right (said curve having a radius of 15.00 feet, a central angle of 92 deg 09'43", a chord bearing S. 89 deg 27'34" E., and a chord length of 21.61 feet and along said plat boundary, 24.13 feet;

Thence N. 43 deg 22'42" W., along said plat boundary, 118.87 feet;

Thence along the arc of a curve to the right (said curve having a radius of 455.90 feet, a central angle of 7 deg 11'27", a chord bearing N. 38 deg 47'48" W., a chord length of 57.18 feet ) and along said plat boundary, 57.22 feet;

Thence S. 54 deg 50'45" W., along said plat boundary, 49.83 feet;

Thence S. 73 deg 12'30" W., along said plat boundary, 100.16 feet;

Thence S. 88 deg 40'14" W., along said plat boundary, 95.82 feet;

Thence N. 61 deg 53'26" W., along said plat boundary, 258.78 feet;

Thence N. 78 deg 46'47" W., along said plat boundary, 80.01 feet;

Thence N. 12 deg 58'21" E., along a line 30.00 feet east of and parallel with the Westerly Line of Tract One, as conveyed to Robert M. Tiemann by Warranty Deed recorded in Volume 12212, Page 1510 of the Real Property Records of Travis County, Texas, 871.43 feet, to a line 30.00 feet south of and parallel with the North Line of said Tract One and the South Line of Rowe Lane (also known as County Road No. 139);

Thence S. 79 deg 55'59" E., along said parallel line, 838.05 feet;

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Thence S. 80 deg 22'42" E., along a line 30.00 feet south of and parallel with the South Line of Rowe Lane, 2203.02 feet to the West Line of the 95.256 acres as described in a deed to Robert M. Tiemann by deed recorded in Volume 12625, Page 570 of the Real Property Records of Travis County, Texas;

Thence S. 14 deg 40'55" W., along the West Line of the said 95.256 Acre tract and along the East Line of the said 5.273 Acre Tract and along the East Line of said Tract One, 3333.59 feet to the North Corner of Tract Three as described in the said deed to Robert M. Tiemann recorded in volume 12212, page 1510;

Thence N. 67 deg 14'56" W., crossing said Tract One, 500.57 feet to the Southerly Line of said Tract One;

Thence N. 60 deg 08'22" W., along the Southerly Line of Said Tract One, 665.50 feet;

Thence N. 59 deg 40'15" W., along said Southerly Line, 839.51 feet to the said Point of Beginning.

Containing 166.19 acres, more or less, as shown on the sketch attached.

*John K. Weigand May 10, 2011*  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 4391  
State of Texas



RJ Surveying, Inc.  
1212 East Braker lane  
Austin, Texas 78753

The East Line of Lots 1 and 2, Block D, is assumed to bear N. 22 deg 22'17" E. for the basis of this description.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

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248.698 ACRES - LAKESIDE WCID 2A

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A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS AND WILLIAMSON COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE V. W. SWEARENGEN SURVEY No. 32, AND THE GEORGE GRIMES SURVEY No. 33, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 261.87 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR. AND WIFE, SHIRLEY PREWITT, DATED JULY 27, 1982, AND RECORDED IN VOLUME 7818, PAGE 214, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 286.736 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR. AND WIFE, SHIRLEY PREWITT, DATED OCTOBER 1, 1983, AND RECORDED IN VOLUME 8338, PAGE 505, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 19.244 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT AND WIFE, SHIRLEY PREWITT, DATED AUGUST 1, 1983, AND RECORDED IN VOLUME 8198, PAGE 46, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commence at a point in the South Line of Rowe Lane at its intersection with the West Line of Hodde Lane, for the Northeast Corner of the said 286.736 Acre Tract;

Thence S.29°32'00"W., along the West Line of Hodde Lane and the East Line of the said 286.736 Acre Tract, a distance of 31.81 feet to the Point of Beginning;

Thence continue along the said West Line of Hodde Lane and the East Line of the said 286.736 Acre Tract the following two (2) courses:

1. S.29°32'00"W., a distance of 2,238.30 feet;
2. S.29°50'30"W., a distance of 1,396.09 feet;

Thence departing the said West Line of Hodde Lane and crossing the said 286.736 Acre Tract and crossing the said 261.87 Acre Tract the following 15 courses:

1. N.60°09'30"W., a distance of 1,201.10 feet to a point of curvature of a curve to the left having a radius of 2,000.00 feet, a central angle of 17°00'00", and a chord bearing of N.68°39'30"W., 591.24 feet;
2. Westerly, along the arc of said curve, a distance of 593.41 feet;
3. N.77°09'30"W., a distance of 990.92 feet to a point of curvature of a curve to the right having a radius of 1,500.00 feet, a central angle of 19°59'34", and a chord bearing of N.67°09'43"W., 520.76 feet;
4. Northwesterly, along the arc of said curve, a distance of 523.41 feet;
5. N.12°04'05"E., a distance of 53.61 feet;
6. N.36°33'03"E., a distance of 230.33 feet;
7. N.85°00'00"E., a distance of 120.00 feet;
8. N.30°00'00"E., a distance of 280.00 feet;
9. N.00°00'00"W., a distance of 450.00 feet;
10. N.20°00'00"E., a distance of 225.00 feet;
11. N.39°00'00"E., a distance of 455.00 feet;
12. N.20°00'00"E., a distance of 220.00 feet;
13. N.02°00'00"W., a distance of 450.00 feet;
14. N.26°40'34"W., a distance of 280.00 feet;
15. N.11°20'51"E., a distance of 243.94 feet to a line 30.00 feet south of and parallel with the North Line

248.698 ACRES - LAKESIDE WCID 2A

of the said 261.87 Acre Tract, the North Line of the said 286.736 Acre Tract, and the North Line of the said 19.244 Acre Tract and 30.00 feet south of and parallel with the South Line of Rowe Lane;

Thence S.79°53'30"E., along said parallel line, a distance of 4,147.96 feet to the said Point of Beginning.

Containing 248.698 acres, more or less, as shown on the sketch attached.

*John Kenneth Weigand May 10, 2011*  
John Kenneth Weigand date  
Registered Professional Land Surveyor No. 4391  
State of Texas



RJ Surveying, Inc.  
1212 East Braker lane  
Austin, Texas 78753

The West Line of Hodde Lane bears S.29°32'00"W. for the basis of this description.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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A PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE A. BAILEY SURVEY NO. 34 AND THE V. SWEARENGEN SURVEY NO. 32, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 94.727 ACRES AND DESCRIBED AS TRACT 1 IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD., DATED DECEMBER 21, 1995, AND RECORDED IN VOLUME 12625, PAGE 570 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 321.88 ACRES OF LAND AS DESCRIBED IN A DEED TO JACQUELINE H SMITH FROM NASH PHILLIPS-COPUS, INC., DATED AUGUST 1, 1983, AND RECORDED IN VOLUME 8201, PAGE 380, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS;

COMMENCE AT A POINT IN THE SOUTH LINE OF ROWE LANE, FOR THE NORTHEAST CORNER OF THAT CERTAIN TRACT DESCRIBED AS TRACT 2, SAID TO CONTAIN 5.273 ACRES OF LAND, IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD, DATED DECEMBER 21, 1995, AND RECORDED IN VOLUME 12625, PAGE 570, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, FOR THE NORTHWEST CORNER OF THE SAID 94.727 ACRE TRACT;

THENCE S.14°40'55"W., ALONG THE WEST LINE OF THE SAID 94.727 ACRE TRACT AND ALONG THE EAST LINE OF THE SAID 5.273 ACRE TRACT, A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING;

THENCE ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF ROWE LANE, THE SAME BEING 30.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SAID 94.727 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

1. S.80°22'42"E., A DISTANCE OF 23.57 FEET;
2. S.81°30'36"E., A DISTANCE OF 648.36 FEET;
3. S.80°28'37"E., A DISTANCE OF 804.07 FEET;

THENCE DEPARTING SAID PARALLEL LINE, CROSSING THE SAID 94.727 ACRE TRACT AND CROSSING THE SAID 321.88 ACRE TRACT, THE FOLLOWING NINE (9) COURSES:

1. S.23°04'31"E., A DISTANCE OF 350.05 FEET;
2. S.01°09'36"W., A DISTANCE OF 547.70 FEET;
3. S.18°25'24"E., A DISTANCE OF 702.17 FEET;
4. S.05°07'18"E., A DISTANCE OF 701.07 FEET;
5. S.59°08'36"W., A DISTANCE OF 507.50 FEET;
6. S.13°37'32"W., A DISTANCE OF 590.43 FEET;
7. S.08°21'45"E., A DISTANCE OF 448.87 FEET;
8. S.06°55'02"E., A DISTANCE OF 378.30 FEET;
9. S.13°14'00"W., A DISTANCE OF 353.81 FEET TO A POINT IN A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID 321.88 ACRE TRACT;

THENCE N.60°01'57"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 1,050.19 FEET;

THENCE S.29°58'03"W., A DISTANCE OF 37.70 FEET TO A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SAID 321.88 ACRE TRACT;

THENCE N.60°09'00"W., ALONG SAID PARALLEL LINE, A DISTANCE OF 91.10 FEET;

THENCE S.29°51'00"W., A DISTANCE OF 30.00 FEET TO THE SAID SOUTH LINE OF THE 321.88 ACRE TRACT;

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THENCE N.60°09'00"W., ALONG THE SOUTHERLY LINE OF THE SAID 321.88 ACRE TRACT, A DISTANCE OF 680.63 FEET TO THE SOUTHWEST CORNER OF THE SAID 321.88 ACRE TRACT AND THE SOUTHEAST CORNER OF THE SAID 94.727 ACRE TRACT

THENCE N.60°08'22"W., ALONG THE SOUTH LINE OF THE SAID 94.727 ACRE TRACT, 339.83 FEET TO A POINT IN THE EAST LINE OF DIABLO DRIVE, AS RECORDED IN VOLUME 93, PAGE 245 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE SAME BEING THE EAST LINE OF FAIRWAYS OF BLACKHAWK, PHASE IIA, RECORDED IN BOOK 93, PAGE 245 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS;


THENCE N.29°52'57"E., ALONG THE EAST LINE OF DIABLO DRIVE AND ALONG THE EAST LINE OF SAID FAIRWAYS OF BLACKHAWK, PHASE IIA, A DISTANCE OF 71.19 FEET TO THE NORTHEAST CORNER OF DIABLO DRIVE AND THE NORTHEAST CORNER OF SAID FAIRWAYS OF BLACKHAWK PHASE IIA;

THENCE N.60°08'23"W., ALONG THE NORTH LINE OF FAIRWAYS OF BLACKHAWK, PHASE IIA, AT A DISTANCE OF 50.00 FEET PASS THE NORTHWEST CORNER OF DIABLO DRIVE, IN ALL A TOTAL DISTANCE OF 261.94 FEET;

THENCE N.67°14'56"W., ALONG THE NORTH LINE OF SAID FAIRWAYS OF BLACKHAWK, PHASE IIA, A DISTANCE OF 74.59 FEET TO THE WEST LINE OF THE SAID 94.727 ACRE TRACT, THE SAME BEING THE EAST LINE OF THAT CERTAIN TRACT DESCRIBED AS TRACT 1, SAID TO CONTAIN 194.727 ACRES OF LAND, IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD., DATED JUNE 3, 1994, AND RECORDED IN VOLUME 12212, PAGE 1510, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS;

THENCE N.14°40'55"E., ALONG SAID WEST LINE AND ALONG THE EAST LINE OF THE SAID 194.727 ACRE TRACT AND THE EAST LINE OF THE SAID 5.273 ACRE TRACT, A DISTANCE OF 3,333.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 180.556 ACRES, MORE OR LESS, AS SHOWN ON THE SKETCH ATTACHED.

  
J. Kenneth Weigand Date  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ SURVEYING, INC.  
1212 EAST BRAKER LANE  
AUSTIN, TEXAS 78753

The west line of the 94.727 acre tract bears S.14°40'55"W., for the purposes of this description

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

359.042 ACRES - LAKESIDE WCID 2C

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UTILITIES & DISTRICTS  
SECTION

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE A. BAILEY SURVEY No. 34, THE V. W. SWEARENGEN SURVEY No. 32, AND THE GEORGE GRIMES SURVEY No. 33, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 94.727 ACRES OF LAND DESCRIBED AS TRACT 1 IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR., INDIVIDUALLY, AND SHIRLEY J. PREWITT, ON BEHALF OF LOKI, LTD., DATED DECEMBER 21, 1995, AND RECORDED IN VOLUME 12625, PAGE 570, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 321.88 ACRES OF LAND AS DESCRIBED IN A DEED TO JACQUELINE H. SMITH FROM NASH PHILLIPS-COPUS, INC., DATED AUGUST 1, 1983, AND RECORDED IN VOLUME 8201, PAGE 380, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 261.87 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P. PREWITT, JR. AND WIFE, SHIRLEY PREWITT, DATED JULY 27, 1982, AND RECORDED IN VOLUME 7818, PAGE 214, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Commencing at a point in the South Line of Rowe Lane, the same being the Northeast Corner of the said 94.727 ACRE Tract and the Northwest Corner of the said 321.88 ACRE Tract;

Thence S.30°00'50"W., along the West Line of said 321.88 Acre Tract and the East Line of the said 94.727 Acre Tract, a distance of 32.03 feet to a line 30.00 feet south of and parallel with the North Line of the said 94.727 Acre Tract

Thence N.80°28'37"W., along said parallel line, a distance of 191.00 feet to the Point of Beginning;

Thence along a line 30.00 feet south of and parallel with the South Line of Rowe Lane and 30.00 feet south of and parallel with the North Line of the said 94.727 Acre Tract, the North Line of the said 321.99 Acre Tract and the said 261.87 Acre Tract the following four courses:

1. S.80°28'37"E., at a distance of 191.00 feet pass the East Line of the said 94.727 Acre Tract and the West Line of the said 321.88 Acre Tract, in all a total distance of 202.19 feet;
2. S.80°22'00"E., a distance of 926.91 feet;
3. S.79°52'00"E., a distance of 2,428.36 feet;
4. S.79°53'30"E., a distance of 373.83 feet;

Thence departing said parallel line and crossing the said 261.87 Acre Tract the following 15 courses:

1. S.11°20'51"W., a distance of 243.94 feet;
2. S.26°40'34"E., a distance of 280.00 feet;
3. S.02°00'00"E., a distance of 450.00 feet;
4. S.20°00'00"W., a distance of 220.00 feet;
5. S.39°00'00"W., a distance of 455.00 feet;
6. S.20°00'00"W., a distance of 225.00 feet;
7. S.00°00'00"E., a distance of 450.00 feet;
8. S.30°00'00"W., a distance of 280.00 feet;
9. S.85°00'00"W., a distance of 120.00 feet;
10. S.36°33'03"W., a distance of 230.33 feet;
11. S.12°04'05"W., a distance of 303.53 feet;

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359.042 ACRES - LAKESIDE WCID 2C

UTILITIES & DISTRICTS  
SECTION

12. S.19°42'20"W., a distance of 855.35 feet;
13. S.09°25'13"W., a distance of 564.06 feet;
14. S.16°42'20"W., a distance of 654.60 feet;
15. S.03°47'09"E., a distance of 191.69 feet to a line 30.00 feet north of and parallel with the South Line of the said 216.87 Acre Tract and 30.00 feet north of and parallel with the South Line of the said 321.88 Acre Tract;

Thence N.60°01'57"W., along said parallel line, at a distance of 1720.41 feet pass the West Line of the 261.87 Acre Tract, the same being the East Line of the 321.88 Acre Tract, in all a total distance of 3052.61 feet;

Thence departing said parallel line and crossing the said 321.88 Acre Tract and the 94.727 Acre Tract the following nine courses:

1. N.13°14'00"E., a distance of 353.81 feet;
2. N.06°55'02"W., a distance of 378.30 feet;
3. N.08°21'45"W., a distance of 448.87 feet;
4. N.13°37'32"E., a distance of 590.43 feet;
5. N.59°08'36"E., a distance of 507.50 feet;
6. N.05°07'18"W., a distance of 701.07 feet;
7. N.18°25'24"W., a distance of 702.17 feet;
8. N.01°09'36"E., a distance of 547.70 feet;
9. N.23°04'31"W., at a distance of 126.28 feet pass the West Line of the 321.88 Acre Tract, the same being the East Line of the 94.727 Acre Tract, in all a total distance of 350.05 feet to the Point of Beginning.

Containing 359.042 acres, more or less, as shown on the sketch attached.

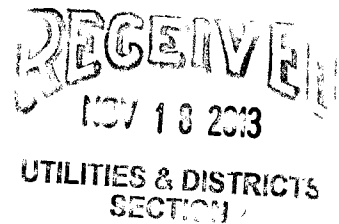
*John K. Weigand May 16, 2011*

J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying, Inc.  
1212 East Braker Lane  
Austin, Texas 78753



This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



49.106 ACRES

BEING A 49.106 ACRES TRACT OR PARCEL OF LAND SITUATED IN THE JACOB CASNER SURVEY, TRAVIS COUNTY, TEXAS, BEING THE SAME LAND CALLED 49.108 ACRES CONVEYED TO AUSTIN ROWE LANE, LLC BY WARRANTY DEED AS RECORDED IN VOLUME 13349, PAGE 2527 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF ROLLING MEADOWS, SECTION TWO, A SUBDIVISION IN TRAVIS AS RECORDED IN BOOK 86, PAGES 26B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found on the north right line of Rowe Lane (60' R.O.W.) at the southeast corner of Lot 3, Block B, Rolling Meadows, Section One as recorded in Book 85, Page 47C-48A, of the Plat Records of Travis County, Texas, same being the southwest corner of said 49.106-acre tract for the southwest corner and POINT OF BEGINNING of this tract;

THENCE, with the east lines of Lots 3, 4, 15, 16 and 17, Block B, Lots I through 7, Block C and Lot 32, Block A, of said Rolling Meadows, Section One, N10°00'00"E a distance of 2,779.20 feet to a 1/2" iron rod found in the south line of that certain 10.362 acre tract of land conveyed to Ruby Mae Pfluger in Volume 329, Page 604 of the Deed Records of Travis County, Texas for the northwest corner of this tract;

THENCE, S79°38'38"E a distance of 770.25 feet to a 1/2" iron rod for the southeast corner of said 10.362 acres tract, same being a point in the west line of that certain 6.993 acres tract of land as conveyed to James L. Doyle and Sharon Doyle in Volume 7612, Page 174 of the Deed Records of Travis County, Texas for the northeast corner of this tract;

THENCE, with the west line of said Doyle 6.993-acre tract the following two courses:

1. S09°14'54"E a distance of 5.84 f to a 1/2" iron rod for an angle point in the east line of this tract;
2. S10°03'00"W, a distance of 851.95 feet to an iron rod found for the southwest corner of said Doyle 6.993 acre tract, same being the northwest corner of that certain 5.083 acre tract as conveyed to Calvin L. and Diane K. Streeter in Volume 13095, Page 1241 of the Real Property Records of Travis County, Texas for an angle point in the east line of this tract;

THENCE, S10°08'14"W a distance of 470.36 feet to a 1/2" iron rod found for the southwest corner of said Streeter 5.083 acre tract, same being the northwest corner of that certain 5.012 acre tract as conveyed by deed to P. Kevin Smith in Volume 7806, Page 432 of the Deed Records of Travis County, Texas for an angle point in the east line of this tract;

THENCE, with said west line of said Smith 5.012 acre tract for the following two courses:

1. S10°07'31"W a distance of 172.73 feet to a 1/2" iron rod for an angle point in the east line of this tract;
2. S10°00'23"W a distance of 295.03 to a 1/2 iron rod at the southwest corner of said 5.012 acre tract, same being the northwest corner of that certain 5.074-acre tract as conveyed to Roger H. and Sheryl E. Sorum by deed as recorded in Volume 11770, Page 1478 of the

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49.106 ACRES

UTILITIES & DISTRICT  
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Real Property Records of Travis County, Texas for an angle point in the east line of this tract;

THENCE, with the west line of said Sorum 5.074-acre tract the following two courses:

1. S09°47'06"W a distance of 224.49 feet to a 1/2" iron rod for an angle point;
2. S10°04'47"W a distance of 100.23 feet to a 1/2" iron rod at the southwest corner of said 5.074-acre Sorum tract, same being the northwest corner of another 5.074 acre tract also conveyed to Roger H. and Sheryl E. Sorum by deed as recorded in Volume 10842, Page 1051 of the Real Property Records of Travis County, Texas for an angle point in the east line of this tract;

THENCE, S09°58'45"W, passing at a distance of 324.89 feet the approximate southwest corner of the most southerly of the aforementioned Sorum 5.074 acre tracts, same being the northwest corner of that certain 5.065 acre tract as conveyed to Paulino F. Gordullo, and wife Jannette A. Gordillo in Volume 8205, Page 158 of the Deed Records of Travis County, Texas, and continuing for a total distance of 649.97 feet to a 1/2" iron rod found in the north right-of-way line of Rowe Lane for the southeast corner of this tract;

THENCE, with said north right.-of-way line of Rowe Lane, N80°18'17"W, a distance of 770.83 feet to the POINT OF BEGINNING and containing 49.106-acres (2,139,039 square feet) of land, more or less., as shown on the attached sketch.

*J. K. Weigand May 14, 2011*  
J. Kenneth Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

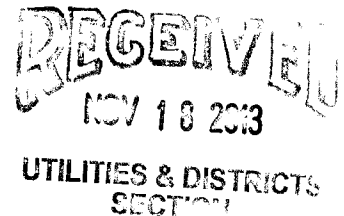


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The east line of Rolling Meadows, Section One according to the plat thereof as recorded in Book 85, Page 47C of the Plat Records of Travis County, Texas, shown as S10°00'00"W is the bearing basis for this description.

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BEING A TRACT OR PARCEL OF LAND SITUATED IN TRAVIS COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE V. SWEARENGEN SURVEY No. 32, AND BEING A PART OF THAT CERTAIN TRACT SAID TO CONTAIN 286.736 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M. TIEMANN FROM GEORGE P PREWITT, JR., AND WIFE, SHIRLEY PREWITT, DATED OCTOBER 1, 1983, AND RECORDED IN VOLUME 8338, PAGE 505, OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT SAID TO CONTAIN 70.000 ACRES OF LAND AS DESCRIBED IN A DEED TO ROBERT M TIEMANN AND WIFE, CARRIE PARKER TIEMANN FROM WILLIAM H MILBURN, DATED OCTOBER 1, 1991, AND RECORDED IN VOLUME 11545, PAGE 1136, OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING for a point of reference at a point in the south right-of-way line of Rowe Lane at its intersection with the west right-of-way line of Hodde Lane, for the Northeast corner of the said 286.736 acre tract;

THENCE with the west line of said Hodde Lane, the same being the east line of the said 286.736 acre tract, the following two courses:

1. South 29°32'00" West, a distance of 2,270.11 feet to a point, for an angle corner of this tract;
2. South 29°50'30" West, a distance of 1,396.09 feet to a point, for the Northeast corner and POINT OF BEGINNING of the herein described tract;

THENCE continuing with the west line of said Hodde Lane, and the east line of the said 286.736 acre tract, the following two courses:

1. South 29°50'30" West, a distance of 657.67 feet to a point, for an angle corner of this tract;
2. South 29°56'00" West, a distance of 13.33 feet to a point, for the Northeast corner of Rowe Valley, Section One, a subdivision recorded in Volume 90, Page 308, of the Plat Records of Travis County, Texas, and for an ell corner of this tract;

THENCE with the north line of said Rowe Valley, North 60°00'00" West, a distance of 867.78 feet to a point, for the Northwest corner of said Rowe Valley, for the Northeast corner of the said 70.000 acre tract, and for an ell corner of this tract;

THENCE with the west line of said Rowe Valley, the same begin common to the said 70.00 acre tract, South 30°00'00" West, a distance of 2,005.23 feet to a point, for the Southwest corner of said Rowe Valley, for an ell corner of the said 70.000 acre tract, and for an ell corner of this tract;

THENCE with the south line of said Rowe Valley, the same being common to the said 70.000 acre tract, South 60°00'00" East, a distance of 840.11 feet to a point, for an ell corner of this tract;

THENCE thirty (30.00') westerly of and parallel to the south lines of the said 70.000 acre tract and the said 261.87 acre tract, the following five (5) courses:

1. South 29°56'00" West; a distance of 82.48 feet to a point, for an angle corner of this tract;
2. South 51° 07' 00" West, a distance of 40.33 feet to a point, for an angle corner of this tract;
3. South 79°40'00" West, a distance of 35.38 feet to a point, for an angle corner of this tract;

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UTILITIES & DIST. 3  
SECTION 1

4. North 67°04'00" West, a distance of 267.39 feet to a point, for an angle corner of this tract;
5. North 60°01'57" West, (at a distance of 1,835.00 feet pass the west line of the said 70.000 acre tract, the same being the east line of the said 261.87 acre tract), in all a total distance of 2,231.29 feet to a point, for the Southwest corner of this tract;

THENCE through the said 261.87 acre tract, following five (5) courses:

1. North 03°47'09" West, a distance of 191.69 feet to a point, for an angle corner of this tract;
2. North 16°42'20" East, a distance of 654.60 feet to a point, for an angle corner of this tract;
3. North 09°25'13" East, a distance of 564.06 feet to a point, for an angle corner of this tract;
4. North 19°42'20" East, a distance of 855.35 feet to a point, for an angle corner of this tract;
5. North 12°04'05" East, a distance of 249.92 feet to a point, in a curve to the left, for the Northwest corner of this tract;

THENCE continuing through the said 261.87 acre tract and the 286.736 acre tract the following four (4) courses:

1. Along said curve to the left an arc length of 523.41 feet, having a radius of 1,500.00 feet, a central angle of 19°59'34", a chord bearing of South 67°09'43" East, and a chord distance of 520.76 feet to a point;
2. South 77°09'30" East, (at a distance of 591.11 feet pass the east line of the said 261.87 acre tract and the west line of the said 286.736 acre tract), in all a total distance of 990.92 feet to a point at the beginning of a curve to the right;
3. Along said curve to the right an arc length of 593.41 feet, having a radius of 2,000.00 feet, a central angle of 17°00'00", a chord bearing of South 68°39'30" East, and a chord distance of 591.24 feet to a point;
4. South 60°09'30" East, a distance of 1,201.10 feet to the POINT OF BEGINNING, containing 145.049 acres of land, more or less, as shown on the sketch attached.

*John L. Weigand May 10, 2011*  
John L. Weigand  
Registered Professional Land Surveyor No. 5741  
State of Texas

RJ Surveying, Inc.  
1212 East Braker Lane  
Austin, Texas 78753



The west line Hodde Lane at the Northeast corner of 286.736 acre tract is the bearing basis for this description.

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182.804 Acres

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UTILITIES & DISTRICTS  
SECTION

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JAMES P. KEMPE SURVEY No. 12, ABSTRACT No. 462 AND THE JOHN L. BRAY SURVEY No. 10, ABSTRACT No. 73; BEING A PART OF THAT 172.33 ACRE TRACT OF LAND CONVEYED TO EAGLE POINT COMMUNITY, LTD., BY DEED RECORDED IN DOCUMENT No. 2001206536 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 158.1 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND DOREEN RANDIG BY DEED RECORDED IN VOLUME 6870, PAGE 2077 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND A PART OF THAT 73.70 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND WIFE, DOREEN RANDIG, BY DEED RECORDED IN VOLUME 5959, PAGE 2265 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a ½" iron rod found in the North Line of the said 158.1 Acre Tract at the Southeast Corner of that 0.730 Acre Tract of land conveyed to Travis County for right of way for Weiss Lane by deed recorded in Document No. 1999033594 of the Official Public Records of Williamson County, Texas, the same being the Southwest Corner of the said 172.33 Acre Tract;

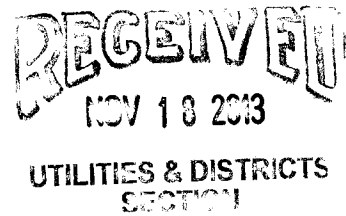
THENCE N.30°21'45"E., along the West Line of the said 172.33 Acre Tract, the East Line of the said 0.730 Acre Tract and the East Line of Weiss Lane, a distance of 882.13 feet to the Point of Beginning;

THENCE continue N.30°21'45"E. along the said West Line of the 172.33 Acre Tract and the East Line of the said 0.730 Acre Tract, a distance of 1503.55 feet;

THENCE crossing the said 172.33 Acre Tract the following six courses:

1. N.69°35'30"E. a distance of 33.05 feet;
2. S.20°23'36"E. a distance of 39.89 feet;
3. N.72°16'09"E. a distance of 66.12 feet;
4. N.81°24'46"E. a distance of 65.28 feet;
5. S.74°55'39"E. a distance of 96.88 feet;
6. N.30°20'02"E. a distance of 252.00 feet to the Northerly Line of the said 172.33 Acre Tract and the Southerly Line of the said 0.730 Acre Tract;

THENCE S.60°02'59"E., along said North Line, a distance of 262.26 feet to a ½" iron rod set for the Southeasterly Corner of the said 0.730 Acre Tract in the Northwesterly Line of that 5.10 Acre Tract of land conveyed to Calvin G. C. Hamann and Vera Lee Hamann by deed recorded in Volume 13225, Page 1895 of the Real Property Records of Travis County, Texas from which point a 1" iron pipe found for the Northwest Corner of the said 5.10 Acre Tract bears N.26°21'09"E., 9.97 feet;



182.804 Acres

THENCE along the Common Line of 172.33 Acre Tract and the said 5.10 Acre Tract the following four courses:

1. S.26°21'09"W. a distance of 393.29 feet to a ½" iron rod found;
2. S.30°25'51"W. a distance of 280.14 feet to a ½" iron rod found;
3. S.59°36'38"E. a distance of 316.80 feet to a ½" iron rod set;
4. N.30°23'22"E. a distance of 674.85 feet to a ½" iron rod found at the Most Westerly Corner of that 0.595 Acre Tract of land conveyed to Travis County for Right-of-way by deed recorded in Document No. 1999033594 of the Official Public Records of Travis County, Texas, in the Southeasterly Line of the said 5.10 Acre Tract, from which point a 1/2" iron rod found for the Most Easterly Corner of the 5.10 Acre Tract bears N.30°23'22"E., 10.00 feet;

THENCE S.60°02'08"E., along the Northeasterly Line of the 172.33 Acre Tract and the Southwesterly Line of the said 0.595 Acre Tract, a distance of 2590.11 feet to a ½" iron rod set at the Northeast Corner of the said 172.33 Acre Tract and the Southeast Corner of the said 0.595 Acre Tract and to a point in the Northwesterly Line of that 5.47 Acre Tract of land conveyed to M. J. Heine and Janell G. Heine by deed recorded in Document No. 1999115806 of the Official Public Records of Travis County, Texas, from which point a ½" iron rod found for the Northwest Corner of the said 5.47 Acre Tract bears N.30°18'36"E., 10.00 feet;

THENCE S.30°18'36"W., along the East Line of the said 172.33 Acre Tract, the same being the West Line of the said 5.47 Acre Tract, a distance of 250.93 feet to a ½" iron rod found for the West Corner of the 5.47 Acre Tract and a corner of that 148.30 Acre Tract of land conveyed to Mikran, Ltd., by deed recorded in Document No. 1999115801 of the Official Public Records of Travis County, Texas;

THENCE along the Common Line of the 173.22 Acre Tract and the said 148.30 Acre Tract the following three courses:

1. S.30°18'36"W. a distance of 702.46 feet to a ½" iron rod found;
2. N.59°40'17"W. a distance of 967.89 feet to a ½" iron rod found;
3. S.30°19'52"W. a distance of 1786.33 feet to a ½" iron rod set for a corner in the Southerly Line of the said 172.33 Acre Tract and for a corner in the Northerly Line of the said 158.1 Acre Tract;

THENCE S.58°55'06"E., along the North Line of the said 158.1 Acre Tract, a distance of 814.29 feet to a ½" iron rod set at the Northeast Corner of the 158.1 Acre Tract and the Northwest Corner of the said 73.70 Acre Tract

THENCE S.59°31'29"E., along the North Line of the said 73.70 Acre Tract, a distance of 86.00 feet;