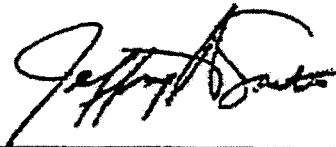


Attachment 5

8. This Order shall not constitute approval or recognition of the validity of any provisions in the City of Pflugerville Creation Consent Ordinance No. 9704087B dated April 8, 1997, and any other ordinances incorporated therein by reference to the extent that such provisions exceed the authority granted to the City of Pflugerville by the laws of the State of Texas.
9. The Chief Clerk of the Commission shall forward a copy of this Order to all affected persons.
10. If any provision, sentence, clause or phrase of this Order is for any reason held to be invalid, the invalidity of any portion shall not affect the validity of the remaining portions of the Order.

Issue Date: SEP 14 1998

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION



For the Commission

FIELD NOTES FOR LANDS IN DISTRICT 1

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 M. 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;

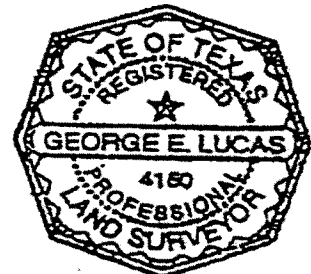
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 9 DEG 28'38", A CHORD BEARING N. 67 DEG 24'12" W., AND A CHORD LENGTH OF 78.48 FEET) AND ALONG SAID PLAT BOUNDARY, 78.57 FEET;

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;

Attachment 5

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 27'58" 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., 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, 80.01 FEET;





816 Congress Avenue, Suite 1900
Austin, Texas 78701
Telephone: (512) 322-5800
Facsimile: (512) 472-0532

www.lglawfirm.com

Mr. Klein's Direct Line: (512) 322-5818
Email: dklein@lglawfirm.com

February 29, 2016

Mr. George Hyde, City Attorney
City of Pflugerville
P.O. Box 589
100 East Main Street, Suite 300
Pflugerville, Texas 78691-0589

VIA REGULAR MAIL AND
EMAIL

Mr. Tom Word, Assistant City Manager
City of Pflugerville
P.O. Box 589
100 East Main Street, Suite 300
Pflugerville, Texas 78691-0589

Re: Water and Sewer Certificate of Convenience and Necessity (CCN) Applications
of Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, 2C, and 2D
(PUC Docket Nos. 42931, 42932, 42933, 42934, and 42935, respectively)

Dear George and Tom:

As you both know, Lakeside Water Control and Improvement District Nos. 1, 2A, 2B, 2C, and 2D (Districts) have been working for the past couple of years with the City of Pflugerville (City), Manville Water Supply Corporation (MWSC), Texas Commission on Environmental Quality (TCEQ), and Public Utility Commission (PUC) to (1) transfer the portion of MWSC's water CCN that overlaps with the jurisdictional boundaries of each District to that District, and (2) obtain sewer CCNs over each District's jurisdictional boundaries. To this end, the Districts have filed the above-referenced applications (Applications) with the TCEQ/PUC to accomplish these goals, and those Applications are currently pending at the PUC, at various stages of the PUC's review process.

In conducting its review of each of these Applications, the PUC has asked that the Districts obtain the City's consent to decertify the portions of the City's sewer CCN that overlap with the jurisdictional boundaries of each District. Accordingly, the Districts hereby request the City to counter-sign this letter, consenting to decertify the portions of the City's sewer CCN No. 20678 boundaries that overlap with the jurisdictional boundaries of the Districts. A copy of the

February 29, 2016
Page 2

Attachment 5

metes and bounds descriptions of the jurisdictional boundaries of the Districts is attached hereto as Attachment A.

In order to expedite this request for consent, the Districts provide the following background information for your reference. As you probably recall, the City filed an application with the TCEQ to amend its sewer CCN in March of 2014 (TCEQ Application No. 37835-C). Such application contemplated increasing the City's sewer CCN area in the region. However, such application inadvertently included the Districts' jurisdictional boundaries. The Districts and City worked together cooperatively to address this issue, and the City filed a request with the TCEQ on July 9, 2014 to remove any areas overlapping with the boundaries of the Districts from the City's Sewer CCN area. After the TCEQ indicated that such areas were removed, the Districts quickly removed their protests of the City's sewer CCN application on August 5, 2014. Ultimately, however, the TCEQ only removed the new area in the City's sewer CCN application that overlapped with the Districts' boundaries, not any overlapping areas that were already within the City's existing sewer CCN area. Consequently, there are still small areas of overlap between the City's sewer CCN, as approved, and the Districts' jurisdictional boundaries.

In light of our written and phone discussions with both of you in the past, it is the Districts' understanding that the City has never intended to have a sewer CCN over the Districts' jurisdictional boundaries; rather, the City's intent is exactly the opposite. The positive working relationship between the City and Districts is simple and straightforward. The Districts own the wastewater infrastructure and are the retail sewer service provider to its customers; and the City provides wholesale sewer services to the Districts and operates and maintains the Districts sewer collection systems under the professional services agreements.

Thus, with this consent letter, the City and Districts will be able to achieve their goal of removing the Districts jurisdictional boundaries from the City's Sewer CCN. Again, please indicate the City's agreement with the foregoing by countersigning this letter in the space designated on the following page and return to the Districts' General Counsel, David J. Klein, at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

I appreciate your attention in this matter. Should you have any questions, please contact me at (512) 322-5818 or dklein@lglawfirm.com.

Sincerely,



David Klein, General Counsel for the Districts

February 29, 2016
Page 3

Attachment 5

Acknowledged and agreed by the
City of Pflugerville:

Name: _____
Title: _____
Date: _____

LAKESIDE WCID No. 1

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;

Attachment A

Attachment 5

LAKESIDE WCID No. 1

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;

Attachment A

Attachment 5

LAKESIDE WCID No. 1

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.

Attachment A

Attachment 5

248.698 ACRES - LAKESIDE WCID 2A

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°08'43"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.38°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

Attachment A

Attachment 5

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.78°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 16, 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 863.21, 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.

Attachment A

Attachment 5

LAKESIDE WCID 2B

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;

Attachment A

Attachment 5

LAKESIDE WCID 2B

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.

 May 16, 2011
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.

Attachment A

Attachment 5

359.042 ACRES - LAKESIDE WCID 2C

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;

Attachment A

Attachment 5

359.042 ACRES - LAKESIDE WCID 2C

12. S.19°42'20"W., a distance of 855.35 feet;
13. S.09°25'13"W., a distance of 584.06 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;

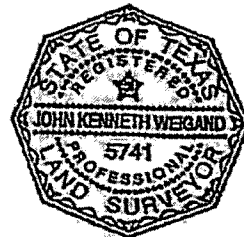
Thence departing said parallel line and crossing the said 321.88 Acre Tract and the 94.727 Acre Tract the following nine courses:

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 128.28 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.

Attachment A

Attachment 5

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 1 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 feet 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 feet 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

Attachment A

Attachment 5

49.106 ACRES

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. Kenneth Weigand May 10, 2011
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

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



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.

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.

Attachment A

Attachment 5

WCID 2D - 145.049 ACRES

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 11543, 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 being 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:

Attachment A

Attachment 5

WCID 2D - 145.049 ACRES

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 634.60 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 16, 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.

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.

Attachment A

Attachment 5

182.804 Acres

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;

Attachment A

Attachment 5

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;

Attachment A

Attachment 5

182.804 Acres

THENCE crossing the said 73.70 Acre Tract the following six courses:

1. S.14°51'00"W. a distance of 68.00 feet;
2. S.00°20'00"E. a distance of 456.00 feet;
3. S.30°44'28"E. a distance of 699.78 feet;
4. S.30°29'29"W. a distance of 451.05 feet;
5. N.59°41'11"W. a distance of 20.80 feet;
6. N.29°04'28"W., at a distance of 1445.66 feet pass the common line of the said 158.1 Acre Tract and the 73.70 Acre Tract, in all a total distance of 1948.47 feet;


THENCE continue crossing the said 158.1 Acre Tract the following two courses:

1. N.29°13'07"W. a distance of 260.00 feet;
2. N.30°20'30"E. a distance of 100.00 feet to the North Line of the 158.1 Acre Tract and the South Line of the 172.33 Acre Tract;

THENCE N.59°39'30"W., along the South Line of the said 172.33 Acre Tract and the North Line of the said 158.1 Acre Tract, a distance of 1477.44 feet, from which point a ½" iron rod found at the Southwest Corner of the said 172.33 Acre Tract bears N.59°39'30"W., 833.17 feet;

THENCE N.13°00'45"W., crossing the said 172.33 Acre Tract, a distance of 1213.18 feet to the said Point of Beginning.

Containing 182.804 acres, more or less.


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



R.J. Surveying, Inc.
1212 East Braker Lane
Austin, Texas 78753

The West Line of the 172.33 Acre Tract and the East Line of Weiss Lane is assumed to bear N.30°21'45"E. for directional control 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.

**CONSENT AND AGREEMENT OF MANVILLE WATER SUPPLY
CORPORATION FOR WHOLESALE WATER SERVICE TO PROPERTY**

Tiemann Land and Cattle Development, Inc. ("TLCD") and Manville Water Supply Corporation ("Manville") previously entered into that certain "Agreement for Providing Wholesale Water Service" dated October 7, 1996 (referred to herein as the "Wholesale Agreement"), concerning a certain 1113.57 acre tract of land (the "Land") located in Williamson and Travis Counties, Texas

The Wholesale Agreement defines the term "Service Area" to mean "all of the area within the boundaries of the Land, and also means and includes areas outside the boundaries of the Land that the parties hereto may mutually agree to provide Service to under this Agreement."

The 162.477-acre tract of land described on the attached Exhibit A (the "Reserve at West Creek") and the 20.325-acre tract of land described on the attached Exhibit B (the "Randig Property") have been included within the boundaries of Lakeside Water Control and Improvement District No. 2D, pursuant to a consent agreement between Rowe Lane Development, Ltd. and the City of Pflugerville, Texas. Rowe Lane Development, Ltd. has requested that Manville consent and agree to include the Reserve at West Creek and the Randig Property as part of the Service Area under the Wholesale Agreement.

CONSENT AND AGREEMENT

1. In consideration of the revenues that Manville will receive from the provision of wholesale water service to additional land under the terms of the Wholesale Agreement, and subject to the terms and conditions of the Wholesale Agreement, Manville hereby consents and agrees to include the properties described on the attached Exhibits A and B as part of the Service Area under the Wholesale Agreement. Rowe Lane Development, Ltd. agrees to comply with the terms and conditions of the Wholesale Agreement with regard to these properties.
2. The quantity of water supply capacity authorized under Section 3.1 of the Wholesale Agreement shall be increased to allow an additional 653 LUEs of wholesale water supply to the Reserve at West Creek.
3. The 653 LUEs of wholesale water supply capacity for the Reserve at West Creek shall be provided by Manville for use by Lakeside Water Control and Improvement District No. 2D in providing retail water service to the Reserve at West Creek within the boundaries of the district and the rights to such capacity may be assigned by Rowe Lane Development, Ltd. to the district.
4. The parties may execute this instrument in separate counterparts, each of which when so executed shall be an original and all of which shall constitute but one and the same document.

Executed to be effective as of January 11, 2003.

Attachment 5

MANVILLE WATER SUPPLY CORPORATION

By:


Tony Graf, Manager

ROWE LANE DEVELOPMENT, LTD.

By: Tiemann Land and Cattle Development, Inc.

By:


Robert M. Tiemann, President

Attachment 5

Exhibit A

Property:

172.36 acre tract as described in Exhibit "A-1" situated in the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, conveyed to Eagle Point Community, Ltd., by deed recorded in Document No. 2001206536 of the Official Public Records of Travis County, Texas attached hereto.

save and except

1.447 acre tract being a part of the James P. Kemp Survey No. 12, Abstract No. 462, and 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 as described in Exhibit "A-2".

8.436 acre tract being a part of the James P. Kemp Survey No. 12, Abstract No. 462 and the John L. Bray Survey No. 10, Abstract No. 73, and 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 as described in Exhibit "A-3".

Attachment 5

Exhibit A-1

172.38 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JAMES P. KEMP SURVEY No. 12, ABSTRACT No. 462 AND THE JOHN L. BRAY SURVEY No. 10, ABSTRACT No. 73, AND BEING ALL 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, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a $\frac{1}{2}$ " iron rod set in the Southwesterly Line of Cele Road and in the Northwest 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, the same being the Southeast Corner of that 0.595 Acre Tract of land conveyed to Travis County for Road Right-of-way by deed recorded in Document No. 1999033594 of the Official Public Records of Travis County, Texas, and the East Corner of the said 172.33 Acre Tract; from which point a $\frac{1}{2}$ " 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 $\frac{1}{2}$ " 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 $\frac{1}{2}$ " iron rod found;
2. N.59°40'17"W., a distance of 967.89 feet to a $\frac{1}{2}$ " iron rod found;
3. S.30°19'52"W., a distance of 1786.33 feet to a $\frac{1}{2}$ " 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 that 158.1 Acre Tract of land conveyed to Edmund A. Randig and Doreen E. Randig by deed recorded in Volume 5870, Page 2077 of the Deed Records of Travis County, Texas;

THENCE S.30°19'52"W., along the Common Line of the 172.33 Acre Tract and the 158.1 Acre Tract, a distance of 34.77 feet to a fence post for the Most Southerly Corner of the said 172.33 Acre Tract;

THENCE N.59°39'30"W., along the Common Line of the said 172.33 Acre Tract and the 158.1 Acre Tract, a distance of 2470.62 feet to a $\frac{1}{2}$ " iron rod found in the Easterly Line of Weiss Lane, for the Most Westerly Corner of the 172.33 Acre Tract from which point a cross cut in concrete found bears N.59°39'30"W., 10.00 feet;

THENCE along the Northwesterly and Northeasterly Line of the said 172.33 Acre Tract, the same being Southeasterly and Southwesterly Line of that 0.730 Acre Tract in the said deed recorded in Document No. 1999033594 and also the Southeasterly Line of Weiss Lane and the Southwesterly Line of Cele Road, the following five courses:

1. N.30°21'45"E., a distance of 2436.14 feet to a $\frac{1}{2}$ " iron rod found and to a point on a non-tangent curve to the right;

Attachment 5

172.36 Acres

2. Northeasterly along the arc of said curve, a distance of 200.84 feet (said curve having a radius of 537.40 feet, a central angle of $21^{\circ}24'46''$ and a chord bearing $N.41^{\circ}03'43''E.$, 199.67 feet) to a $\frac{1}{2}$ " iron rod found;
3. $N.51^{\circ}44'44''E.$ a distance of 76.34 feet to an $\frac{1}{2}$ " iron rod found and to a point on a non-tangent curve to the right;
4. Easterly along the arc of said curve, a distance of 93.14 feet (said curve having a radius of 78.31 feet, a central angle of $68^{\circ}08'47''$ and a chord bearing $N.85^{\circ}52'48''E.$, 67.75 feet) to a $\frac{1}{2}$ " iron rod found;
5. $S.60^{\circ}02'59''E.$ a distance of 365.07 feet to a $\frac{1}{2}$ " iron rod set for the Southeasterly Corner of the said 0.730 Acre Tract in the Northwestern 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 $N.26^{\circ}21'09''E.$, 9.97 feet;

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

1. $S.26^{\circ}21'09''W.$ a distance of 393.29 feet to a $\frac{1}{2}$ " iron rod found;
2. $S.30^{\circ}25'51''W.$ a distance of 280.14 feet to a $\frac{1}{2}$ " iron rod found;
3. $S.59^{\circ}36'38''E.$ a distance of 316.80 feet to a $\frac{1}{2}$ " iron rod set;
4. $N.30^{\circ}23'22''E.$ a distance of 674.85 feet to a $\frac{1}{2}$ " iron rod found for the Most Westerly Corner of the said 0.595 Acre Tract of land conveyed to Travis County for Right-of-way in the Southeasterly Line of the said 5.10 Acre Tract, from which point a $\frac{1}{2}$ " iron rod found for the Most Easterly Corner of the 5.10 Acre Tract bears $N.30^{\circ}23'22''E.$, 10.00 feet;

THENCE $S.60^{\circ}02'08''E.$, 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 the said Point of Beginning.

Containing 172.36 acres, more or less.

John K. Weigand Sept. 8, 2005
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



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

Attachment 5

Exhibit A-2

1.447 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JAMES P. KEMP SURVEY No. 12, ABSTRACT No. 462, AND BEING A PART OF THAT 172.33 ACRE TRACT OF LAND CONVEYED TO EAGLE POINT COMMUNITY, LTD., BY DEED RECORDED IN DOCUMENT No. 2001206538 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a $\frac{1}{2}$ " Iron rod found in the North Line 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, the same being 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, and also 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 same being the East Line of Weiss Lane as described in the said deed recorded in Document No. 1999033594, a distance of 2385.68 feet to the Point of Beginning;

THENCE continue along the West Line of the said 172.33 Acre Tract and the East Line of Weiss Lane the following four courses:

1. N.30°21'45"E, a distance of 50.45 feet to a $\frac{1}{2}$ " iron rod found and to a point on a non-tangent curve to the right;
2. Northeasterly along the arc of said curve, a distance of 200.84 feet (said curve having a radius of 537.40 feet, a central angle of 21°24'46" and a chord bearing N.41°03'43"E, 199.67 feet) to a $\frac{1}{2}$ " iron rod found;
3. N.51°44'44"E, a distance of 78.34 feet to a $\frac{1}{2}$ " iron rod found and to a point on a non-tangent curve to the right;
4. Easterly along the arc of said curve, a distance of 93.14 feet (said curve having a radius of 78.31 feet, a central angle of 68°08'47" and a chord bearing N.85°52'48"E, 87.75 feet) to a $\frac{1}{2}$ " iron rod found in the South Line of Cele Road as described in the said deed recorded in Document No. 1999033954;

THENCE S.60°02'59"E, along the North Line of the 172.33 Acre Tract and the South Line of Cele Road, a distance of 102.82 feet;

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

1. S.30°20'02"W, a distance of 252.00 feet;
2. N.74°55'39"W, a distance of 96.88 feet;
3. S.81°24'46"W, a distance of 65.28 feet;

Attachment 5

1.447 Acres

4. S.72°16'09"W. a distance of 66.12 feet;
5. N.20°23'36"W. a distance of 39.89 feet;
6. S.69°35'30"W. a distance of 33.05 feet to the said Point of Beginning.

Containing 1.447 acres, more or less.

John K. Weigand *OCT. 24, 2005*

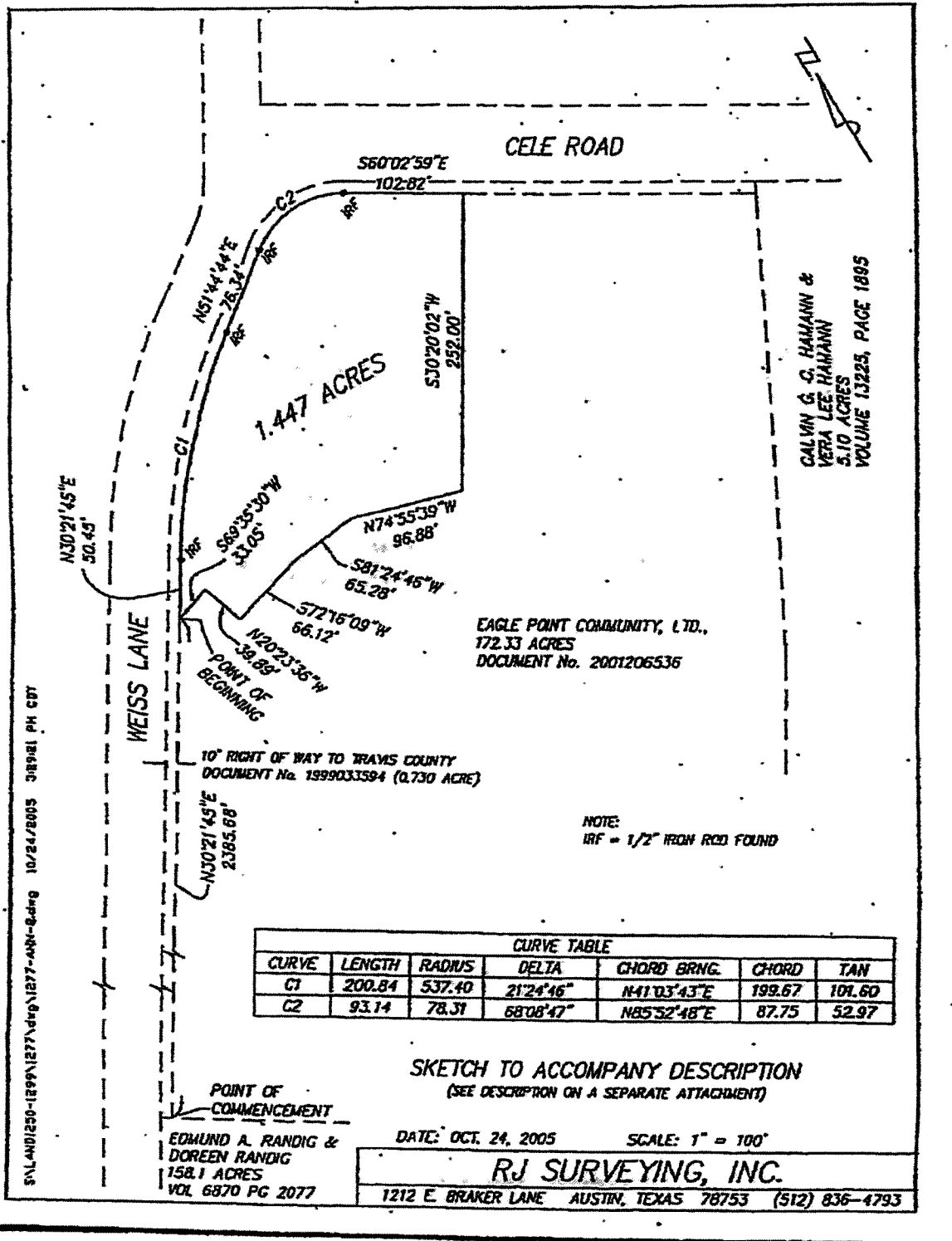
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



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.

Attachment 5



Attachment 5

Exhibit A-3

8.436 Acres

DESCRIPTION:

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JAMES P. KEMP SURVEY No. 12, ABSTRACT No. 462 AND THE JOHN L. BRAY SURVEY No. 10, ABSTRACT No. 73, AND 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, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a $\frac{1}{8}$ " iron rod found in the North Line 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, the same being 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, and also 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;

THENCE S.13°00'45"E., crossing the said 172.33 Acre Tract, a distance of 1213.18 feet to the South Line of the 172.33 Acre Tract and the North Line of the said 158.1 Acre Tract;

THENCE N.59°39'30"W., along said South Line, a distance of 833.17 feet to the said Point of Beginning.

Containing 8.436 acres, more or less.

Jack Weigard 10-24-2015
J. Kendell Weigard
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.

S:\LAND\1250-1299\1277\1277-ANN-1.d

Attachment 5

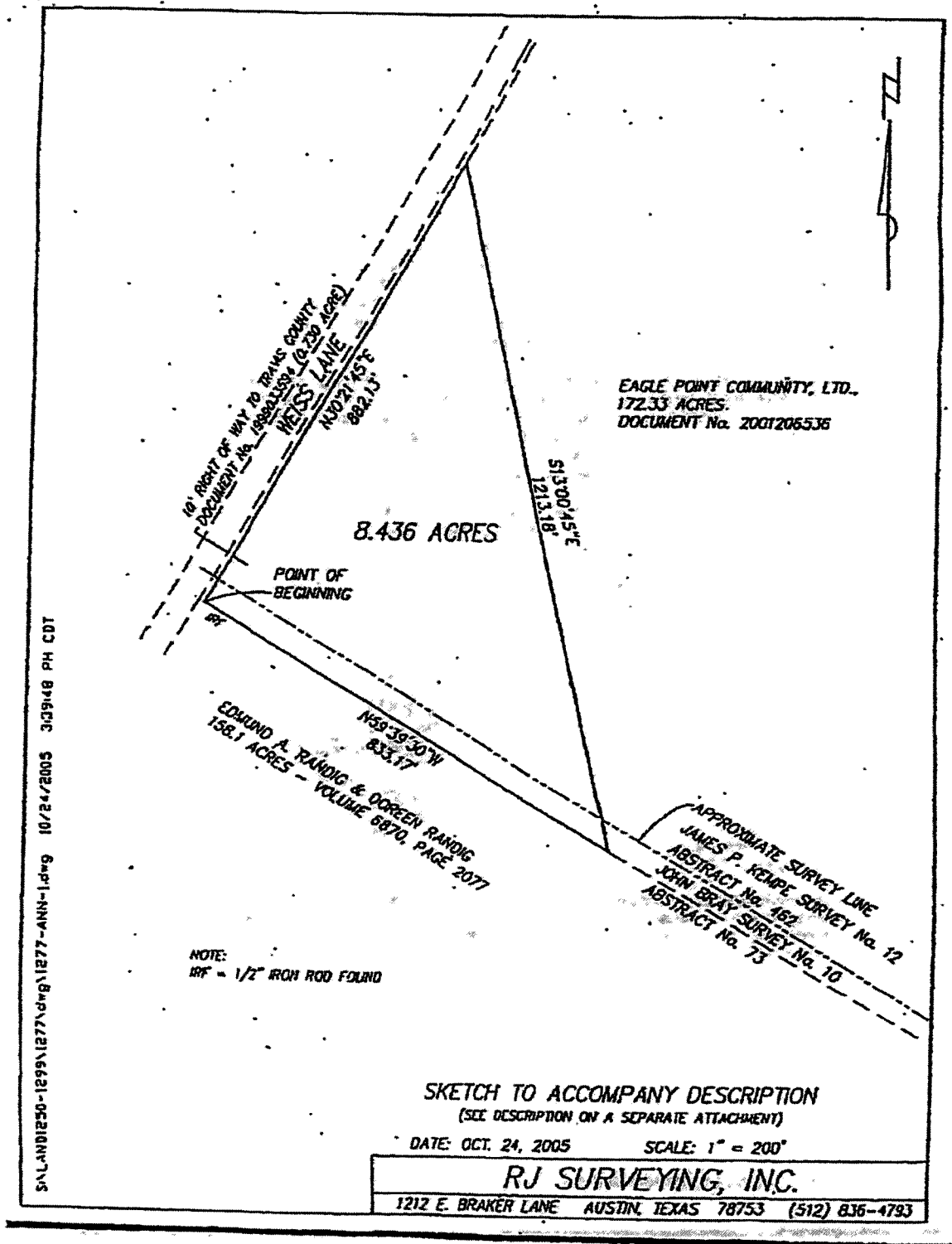


Exhibit B

20.325 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE JOHN BRAY SURVEY No. 10, ABSTRACT No. 73, AND BEING A PART OF THAT 158.10 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND WIFE, DOREEN S. RANDIG, BY DEED RECORDED IN VOLUME 6870, PAGE 2077 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS; A PART OF THAT 73.70 ACRE TRACT OF LAND CONVEYED TO EDMUND A. RANDIG AND WIFE, DOREEN RANDIG, BY DEED RECORDED IN VOLUME 6959, PAGE 2265 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at a cotton spindle set in a concrete drainage apron in the easterly fenced line of Weiss Lane, the same being the Northwest Corner of that 65.15 Acre Tract of land conveyed to PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION by deed recorded in Document No. 2004180177 of the Official Public Records of Travis County, Texas

THENCE N.30°27'33"E., along the said East Line of Weiss Lane, a distance of 1430.65 feet to a cross cut in concrete found for the Southwest Corner of that 0.730 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 North Line of the said 158.10 Acre Tract;

THENCE S.59°39'45"E., along the South Line of the said 0.730 Acre Tract and the North Line of the said 158.10 Acre Tract, a distance of 10.00 feet to a 1/2" iron rod found for the Southwest Corner 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;

THENCE S.59°39'30"E., along the North Line of the said 158.10 Acre Tract, the same being the South Line of the said 172.33 Acre Tract, a distance of 2310.62 feet to the Point of Beginning;

THENCE continue S.59°39'30"E., along said North Line, a distance of 160.00 feet to a fence post;

THENCE N.30°19'52"E., along a common line of the said 158.10 Acre Tract and the 172.33 Acre Tract, a distance of 34.77 feet to a 1/2" iron rod set in the North Line of the John Bray Survey;

THENCE S.58°55'08"E., along the North Line of the said 158.10 Acre Tract, the same being the North Line of the John Bray Survey, a distance of 814.29 feet to a 1/2" iron rod set for the Northeast Corner of the 158.10 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;

Attachment 5

20.325 Acres

THENCE crossing the said 73.70 Acre Tract the following six courses:

1. S.14°51'00"W. a distance of 68.00 feet;
2. S.00°20'00"E. a distance of 456.00 feet;
3. S.30°44'28"E. a distance of 699.78 feet;
4. S.30°29'29"W. a distance of 451.05 feet;
5. N.59°41'11"W. a distance of 20.80 feet;
6. N.29°04'28"W. at a distance of 1445.66 feet pass the common line of the 73.70 Acre Tract and the 158.10 Acre Tract, in all a total distance of 1948.47 feet;

THENCE crossing the said 158.10 Acre Tract the following two courses:

1. N.29°13'07"W. a distance of 260.00 feet;
2. N.30°20'30"E. a distance of 100.00 feet to the said Point of Beginning.

Containing 20.325 acres, more or less.

John K. Weigand 2/27/2006
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas

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





Jul 11 06 01:45p

moeller law

512 480 2230

Attachment 5

CONSENT AND AGREEMENT OF MANVILLE WATER SUPPLY CORPORATION FOR WHOLESALE WATER SERVICE TO PROPERTY

Ticmann Land and Cattle Development, Inc. ("TLCD") and Manville Water Supply Corporation ("Manville") previously entered into that certain "Agreement for Providing Wholesale Water Service" dated October 7, 1996 (referred to herein as the "Wholesale Agreement"), concerning a certain 1113.57 acre tract of land (the "Land") located in Williamson and Travis Counties, Texas.

The Wholesale Agreement defines the term "Service Area" to mean "all of the area within the boundaries of the Land, and also means and includes areas outside the boundaries of the Land that the parties hereto may mutually agree to provide Service to under this Agreement."

The 49.106-acre tract of land described on the attached Exhibit A (the "Estates of Rowe Lane Tract") has been included within the boundaries of Lakeside Water Control and Improvement District No. 2C, pursuant to a consent agreement between Rowe Lane Development, Ltd. and the City of Pflugerville, Texas. Rowe Lane Development, Ltd. has requested that Manville consent and agree to include the Estates of Rowe Lane Tract as part of the Service Area under the Wholesale Agreement.

CONSENT AND AGREEMENT

1. In consideration of the revenues that Manville will receive from the provision of wholesale water service to additional land under the terms of the Wholesale Agreement, and subject to the terms and conditions of the Wholesale Agreement, Manville hereby consents and agrees to including the 49.106-acre tract of land described on the attached Exhibit A (the "Estates of Rowe Lane Tract") as part of the Service Area under the Wholesale Agreement. Rowe Lane Development, Ltd. agrees to comply with the terms and conditions of the Wholesale Agreement with regard to the Estates of Rowe Lane Tract.
2. The quantity of water supply capacity authorized under Section 3.1 of the Wholesale Agreement shall be increased to allow an additional 153 LUEs of wholesale water supply to the Estates of Rowe Lane Tract.
3. The 153 LUEs of wholesale water supply capacity for the Estates of Rowe Lane Tract shall be provided by Manville for use by Lakeside Water Control and Improvement District No. 2C in providing retail water service to the Estates of Rowe Lane Tract within the boundaries of the district and the rights to such capacity may be assigned by Rowe Lane Development, Ltd. to the district.
4. The parties may execute this instrument in separate counterparts, each of which when so executed shall be an original and all of which shall constitute but one and the same document.

Jul 11 06 01:45p

moeller law

512 480 2230

P. 3

Attachment 5

Executed to be effective as of July 12, 2006.

MANVILLE WATER SUPPLY CORPORATION

By:

Tony Graf
Tony Graf, Manager

ROWE LANE DEVELOPMENT, LTD.

By: Tiemann Land and Cattle Development, Inc.

By:

Robert M. Tiemann
Robert M. Tiemann, President

Attachment 5

AGREEMENT FOR PROVIDING WHOLESALE WATER SERVICE

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement for Providing Wholesale Water Service (the "Agreement") is made and entered into as of the date set forth below by and between:

- (1) Tiemann Land & Cattle Development, Inc., a corporation organized under the laws of the State of Texas ("Tiemann"); and
- (2) Manville Water Supply Corporation, a water supply corporation organized under the laws of the State of Texas (the "Company").

WITNESSETH:

RECITALS

WHEREAS, Tiemann owns or controls the land described in the attached Exhibit "A" (the "Land") and desires to subdivide the Land for purposes of residential and commercial development;

WHEREAS, the Land is included within the service area of Certificate of Convenience and Necessity No. 11144 for water service that the Company has obtained from the Texas Natural Resource Conservation Commission;

WHEREAS, Tiemann will operate a water distribution system and serve the users within the Land;

WHEREAS, the Company is willing to provide a potable water supply to Tiemann on a wholesale basis (the "Water Supply"); and

AMT
10-4-96

Attachment 5

WHEREAS, Tiemann does not have a viable alternative to provide Service to all of the Land and consequently believes that it must enter into this agreement in order to provide Service now and in the future; and

WHEREAS, the Company is willing and will take all measures reasonably necessary and appropriate to provide an adequate Water Supply to the Land ; and

WHEREAS, the Company expressly acknowledges and understands that Tiemann will seek to create a water control and improvement district operating under the authority of Article XVI, Section 59 of the Texas Constitution to provide water and sewer services to the Land;

WHEREAS, the Company expressly acknowledges and agrees that Tiemann may, after notice but without the Company's consent, assign its rights and obligations under this Agreement to any district created to provide water and sewer services to the Land; and

WHEREAS, the Company expressly acknowledges and agrees upon Tiemann's assignment of rights and obligations under this Agreement to any district created to provide water and sewer services to the Land, Tiemann shall be relieved of any obligations under this Agreement, and the district so created shall be the sole obligor under this agreement.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations and benefits in this Agreement and in keeping with the foregoing Recitals, all of which are

Attachment 5

incorporated herein by reference, Tiemann and the Company contract and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1: Definitions. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

- (1) "Company" means Manville Water Supply Corporation and any successors and assigns that may succeed at any time to the rights and obligations of the Company under the terms of this Agreement.
- (2) "Customers" means all those Persons within the Land receiving Service from Tiemann.
- (3) "Internal Lines" means all of the water mains, distribution and transmission lines and related appurtenances that are owned or used by Tiemann and located within the Service Area and through which water is delivered to customers, but specifically excluding the Plant or any part thereof. By way of example and not in limitation, Internal Lines include street lines, "yard lines" (which are located between individual water meters and the structure receiving the water service), and other mains, pipes, and meters.
- (4) "Living Unit Equivalent" or "LUE" means living unit equivalent and is a measure of the estimated average daily volume of water used by a single

Attachment 5

- family residence; for purposes of this Agreement, an L.U.E. represents 600 gallons average per day of water usage on a monthly average basis.
- (5) "Person" means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or the United States of America; any incorporated city or village, whether general law or home-rule; any partnership, joint venture, association, trust, firm, individual, or other entity whatsoever.
- (6) "Plant" means all water wells, water purification and treatment plants, water storage facilities; storage tanks, water mains, distribution lines, Water Meters and related appurtenances, whether owned, leased or controlled by the Company, necessary for the Company to deliver Water to the Internal Lines, as defined herein.
- (7) "Regulatory Requirements" means the requirements and provisions of the Federal and State constitutions, any and all federal, state and local laws, rules, regulations and permits adopted or issued from time to time, and all judicial and administrative orders, judgments and decrees of any governmental authority having jurisdiction concerning matters contained in this Agreement.
- (8) "Service" means retail Water Service that Tiemann provides or will provide to Persons in the Land through the Internal Lines.
- (9) "Service Area" means all of the area within the boundaries of the Land, and also means and includes areas outside the boundaries of the Land

Attachment 5

that the parties hereto may mutually agree to provide Service to under this Agreement.

- (10) "Water" means potable water suitable for use for domestic and municipal purposes that meets the Regulatory Requirements for public use and consumption.
- (11) "Water Meter" means any Water Meter installed at the point of delivery of Water by the Company to the Land to measure the quantity of Water supplied to the Land by the Company.
- (12) "Water Supply" means the Water to be provided to the Land pursuant to this Agreement.
- (13) "Wholesale Service" means the delivery of the Water Supply by the Company from the Plant through one or more Water Meters to the Internal Lines.

Section 1.2: Titles. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only; are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof; and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

RMT
9/10/4-96

Attachment 5

Section 1.3: Interpretations. This Agreement and all the terms and provisions herein shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. Nothing in this Agreement shall be construed to violate nor shall either party hereto be required by the terms and provisions of this Agreement to violate any Regulatory Requirements, and all acts done pursuant to this Agreement shall be performed in such a manner as to conform thereto.

ARTICLE II

SERVICE AND OPERATION OBLIGATIONS

Section 2.1: Service. The Company and Tiemann agree that the Company will provide Wholesale Service to the Land to meet the needs of landowners, users and potential users and Customers within the Service Area, all in accordance with the terms of this Agreement. The parties agree that the Company shall have the exclusive right and is obligated to furnish all of the Water Supply required on the Land. Tiemann agrees that, except for existing agricultural uses and to the extent authorized by law, unless the Company consents otherwise in writing thereto, Tiemann will not allow the use of private water wells and will require all users of water on land within the Service Area to obtain Service from Tiemann. Tiemann further agrees that except as provided in Section 3.1, it will not obtain Water from any Person other than the Company without the prior written approval of the Company.

2017
10-4-2016

Attachment 5

Section 2.2: Planning and Construction of Facilities. To assure orderly and progressive development of all of the land in the Service Area and the efficient and economical operation and management of Internal Lines and the Plant, the parties agree to cooperate and coordinate their efforts in identifying, planning and providing for the construction of the Plant and the Internal System, and any additions thereto that may be required from time to time to meet the then existing and reasonably projected needs and demands for Service in the Service Area. In furtherance of this objective, the parties agree to engage in a free and open exchange of information and communication on their respective water operations and requirements so that the need for planning and construction of additions to their respective facilities can be identified far enough in advance for the parties to obtain additional governmental authorizations, make financing arrangements and take such other actions as may be reasonably necessary or appropriate to have the additions available and operational in a timely manner. The parties agree to pursue all such actions expeditiously to accomplish the necessary additions in a timely manner.

Section 2.3: Delivery of Water. The Company will deliver Water from and through the Plant to the Internal Lines through one or more Water Meters which will measure the volume delivered. The initial delivery points for service shall be located as shown on the map attached as Exhibit "B." During the term of this Agreement, Manville and Tiemann may designate additional delivery points by mutual agreement. Subject to the provisions of Section 2.2 herein, the Company agrees at its sole cost and expense to construct and install the elements of the Plant necessary to deliver the

RMT
924916

Attachment 5

Water from the Plant through the Water Meters to the Internal Lines. The Water shall be owned by the Company until it is delivered to the Land on the downstream side of the Water Meters, and thereafter the Water shall be owned by Tiemann.

Section 2.4: Capital Costs. The Company will pay all capital costs for the construction and acquisition of the Plant to the point of delivery. The Internal Lines will normally be constructed and installed by and at the sole cost and expense of Tiemann or the individual developers of and builders on the Land, and the Company will have no financial responsibility therefor.

Section 2.5: Operation and Maintenance. The Company shall be solely responsible for operating and maintaining the Plant in accordance with all Regulatory Requirements and shall pay all operation and maintenance expenses therefor. Tiemann shall be solely responsible for operating and maintaining the Internal Lines in accordance with all Regulatory Requirements and shall pay all operation and maintenance expenses therefor.

Section 2.6: Retail Service: The Individual users to whom Service is provided pursuant to this Agreement shall be Customers of Tiemann. Tiemann shall be responsible for operating and managing its Internal Lines, including but not limited to establishing the rates and charges for Service, reading meters, billing, and collecting such rates and charges from the Customers.

Section 2.7: New Taps. Tiemann shall be responsible for making all taps to the Internal Lines but may contract with the Company or any other entity to perform this function at Tiemann's expense. Tiemann and the Company agree that no new taps

Attachment 5

will be initiated or Service provided to a new tap to the Internal Lines unless and until Tiemann has received all connection fees, charges and other costs required for Service, and paid all required charges and fees to the Company.

Section 2.8: Certificates and Permits.

(a) As necessary, the Company agrees to proceed at the earliest practical times to submit appropriate applications to the Texas Natural Resource Conservation Commission under Chapter 13 of the Texas Water Code as may be required from time to time, and to prosecute the same with due diligence and in good faith to a conclusion to become or to continue to be certificated and authorized to provide the Wholesale Service to the Land. Tiemann agrees to provide and actively support the applications provided they are consistent with the terms and provisions of this Agreement. The Company also agrees to acquire and maintain in force and effect throughout the terms of this Agreement all other certifications, permits or authorizations required for its operations hereunder, and to comply with all Regulatory Requirements. The parties mutually agree to actively support each other in any undertakings in connection with any certifications, permits or authorizations required of either of them in the exercise of their respective rights, duties and obligations under this Agreement, provided such undertakings and the purposes and objectives thereof are consistent with the terms, provisions and purposes of this Agreement. However, the support required herein shall not obligate the supporting party to become a designated party to any application or administrative proceeding or any judicial proceedings arising out of such application or administrative proceeding, to pay any

RNT
10-4-96

Attachment 5

of the costs, expenses, fines or penalties incurred by or assessed against the party that initiates or is the subject of the application or proceeding, or to develop and present evidence or testimony in or for the application or proceeding other than evidence or testimony expressing the supporting party's support for the other party.

AFTER THE CREATION OF THE DISTRICT
(b) At any time ~~during the term of this Agreement~~, Tiemann may file an application, substantially in the form attached as Exhibit "C," with the Texas Natural Resource Conservation Commission seeking amendment of CCN No. 11144 to decertify the service area in which the Land is located and to transfer the authority to serve the Land to Tiemann or to the District proposed to be created. The Company agrees to consent to the decertification and transfer by signing a written consent in the form attached hereto as Exhibit "D". The cost of preparing and prosecuting the application to decertify and transfer the certificated service area will be paid by Tiemann. The Company will provide retail water service to the Land under CCN No. 11144 until the application is approved.

*RMT
10-7-96
L.D.*

Section 2.9: Payments to the Company.

A. LUE Fees.

1. Subject to the provisions of paragraph 2 below, Tiemann agrees to pay the LUE Fees set forth in Schedule 1 attached hereto based on the plat or other information on Service needs. Payment to the Company of the LUE Fees shall occur at the time the final plat is approved or at least thirty (30) days prior to the time Service is to commence. The LUE Fees are intended to allow Manville to fund or recover all or a part of the costs for capital improvements or facility expansions

Attachment 5

14-96
RMT
L.D.

intended to serve new development in Manville's service area. The sums shown in Schedule 1 attached hereto are subject to adjustment by mutual agreement of the parties hereto at any time after one year from the date wholesale service is initiated, provided, however, Tiemann shall not be required to pay an LUE Fee that exceeds the amount charged other ^{non-municipal} wholesale customers. If the parties are unable to reach agreement, in whole or in part, regarding the adjustments through consultations and negotiations, then the adjustments which are in dispute shall be resolved through rate setting proceedings in arbitration.

B. Monthly Charges.

1. Tiemann agrees to pay the Company a rate per 1000 gallons of Water supplied to the Land each month (the "Monthly Rate") established in the manner and in accordance with the procedure hereafter provided in this part B.1.

a. The Monthly Rate for the first year following the date of execution of this Agreement and thereafter until changed as hereafter provided (the "Initial Monthly Rate") shall be two dollars (\$2.00) per one thousand (1,000) gallons.

b. Beginning with calendar year 1998 and each year thereafter, the Monthly Rate is subject to adjustment at the option of either party based on the operation and maintenance costs incurred by the Company in providing Wholesale Service to the Land for the preceding calendar year and in accordance with standard rate-setting principles based on the cost of providing service to the Land, but the Monthly Rate shall not fall below \$2.00 per 1,000 gallons unless the Company charges other wholesale customers a rate less than \$2.00 per 1,000 gallons, in which

Attachment 5

case Tiemann shall be entitled to pay the lowest rate charged to other wholesale customers.

c. The Monthly Rate is subject to adjustment no earlier than the second calendar year following the calendar year in which the Monthly Rate was last adjusted. The party seeking a review and adjustment in the Monthly Rate must notify the other party in writing between January 1 and March 31 of the calendar year for which the adjustment is sought. The adjustments shall be worked out through consultations and negotiations between Tiemann and the Company. If the parties are unable to reach agreement, in whole or in part, regarding the adjustments to the Monthly Rate through consultations and negotiations, then the adjustments which are in dispute shall be resolved through rate setting proceedings in arbitration, but the Monthly Rate shall not fall below the first year rate herein agreed upon, unless the Company charges other wholesale customers a rate less than \$2.00 per 1,000 gallons.

2. One or more Water Meters will be installed at the points of delivery from the Plant to the Internal Lines to measure the amount of Water provided to the Land. Each month the Company shall read the Water Meters and determine the number of gallons of Water provided to the Land for the preceding month.

3. All Water Meters shall be calibrated at least once a year and more frequently if requested by Tiemann. Tiemann shall have access to the Water Meters at all times for readings and for observation of any calibration tests. ~~The Company~~ ^{Tiemann} will pay the cost of purchase, installation, maintenance and calibration of each Water Meter, except that where calibration is requested by the ~~Tiemann~~ ^{Company}, the cost of

Handwritten notes:
RMT
10-4-96
h D.
Company
RMT
10-4-96
h D.
RMT
10-4-96
98