

\_\_\_\_\_, 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

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

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.

## 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

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

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

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**

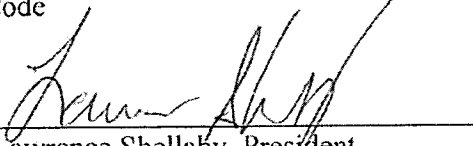
By: 

Terry Tuttle, President

Date: August 13, 2013

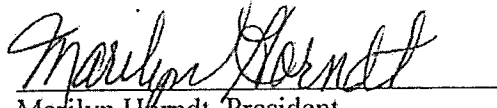


DISTRICT NO. 2A, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By:   
Lawrence Shellaby, President

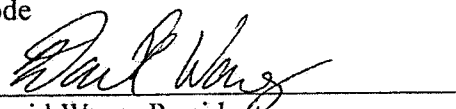
Date: August 12, 2013

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

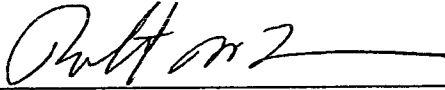
LAKESIDE WATER CONTROL AND IMPROVEMENT  
DISTRICT NO. 2D, a water control and improvement district  
operating pursuant to Chapters 49 and 51 of the Texas  
Water Code

By: William P. McCord  
William McCord, President

Date: August 12, 2013

**APPROVE AS TO FORM:**

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

By:   
Robert M. Tiemann, President

Date: August 13, 2013

**EXHIBIT A**

**CCN TRANSFER AREA**

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;

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;

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;

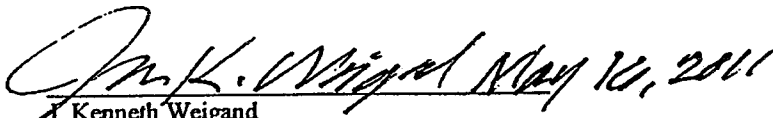
Thence S. 14 deg 40'55" W., along the West Line of the said 95.256 Acre tract and along the East Line of the said 5.273 Acre Tract and along the East Line of said Tract One, 3333.59 feet to the North Corner of Tract Three as described in the said deed to Robert M. Tiemann recorded in volume 12212, page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

  
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.

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°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.

  
J. 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.

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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;

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.

  
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

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;

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 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



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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

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. K. Weigand May 14, 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.

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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 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;



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 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 K. 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 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

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;

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;

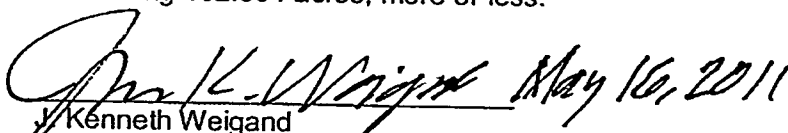
THENCE continue crossing the said 158.1 Acre Tract the following two courses:

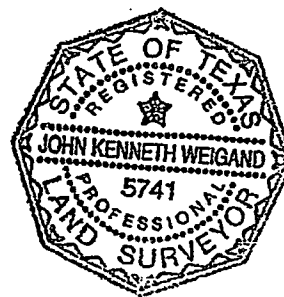
1. N.29°13'07"W. a distance of 260.00 feet;
2. N.30°20'30"E. a distance of 100.00 feet to the North Line of the 158.1 Acre Tract and the South Line of the 172.33 Acre Tract;

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



RJ 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.



**EXHIBIT F**

October 26<sup>th</sup>, 2013

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 Certified Water Service Area Under CCN No. 11144

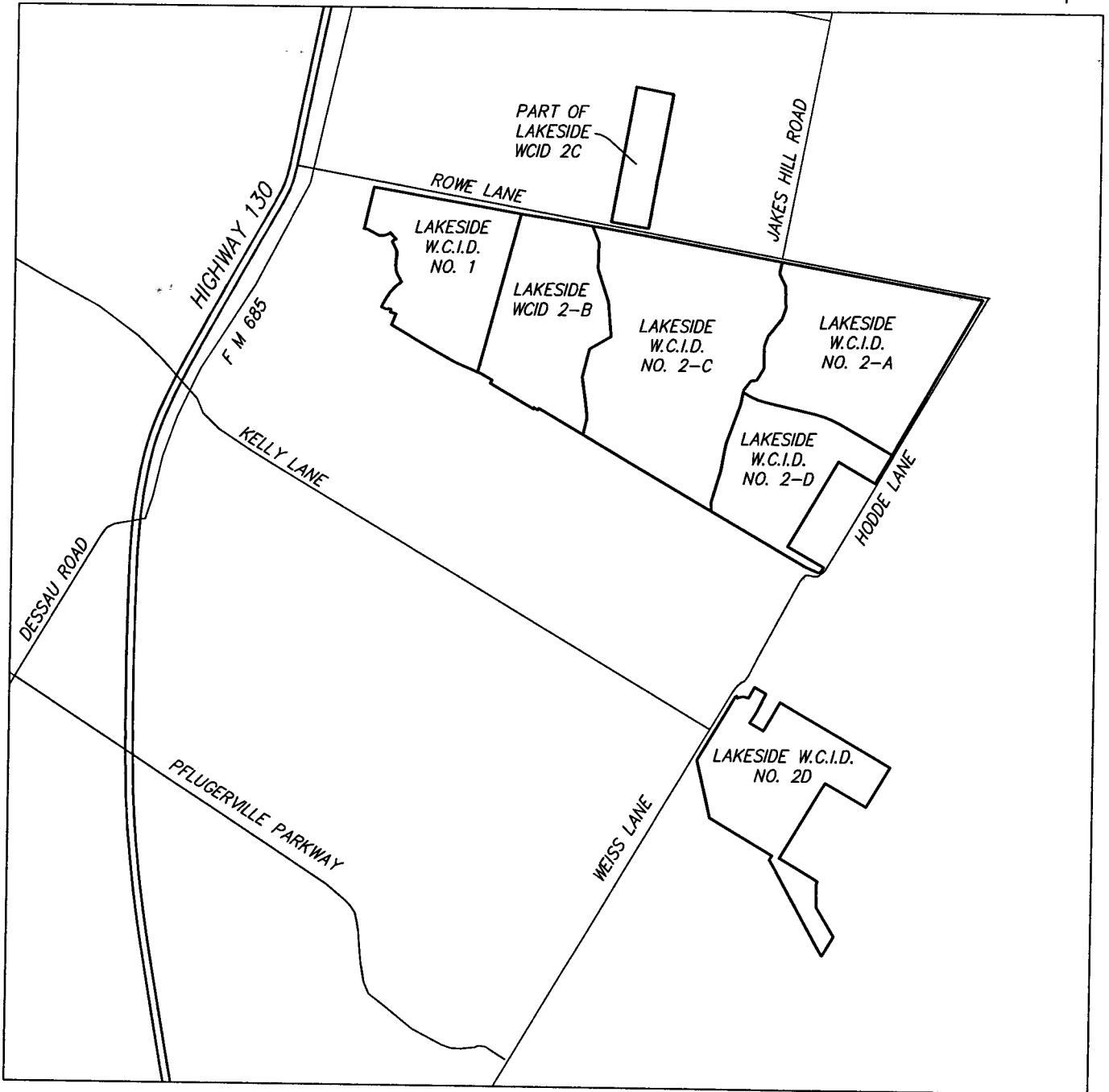
Manville Water Supply Corporation consents to the transfer of a portion of the water service area under Certificate of Convenience and Necessity No. 11144 to Lakeside Water Control and Improvement District No. 2C. The service area to be transferred is located in Travis County and is described on the attached Exhibit "A." Lakeside Water Control and Improvement District No. 2C 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





### LOCATION MAP

SHOWING LAKESIDE WCID No. 1, 2A, 2B, 2C & 2D  
IN TRAVIS AND WILLIAMSON COUNTIES, TEXAS

DATE: FEB. 10, 2014 SCALE: 1" = 3000'

**RJ SURVEYING & ASSOCIATES, INC.**

1212 E. BRAKER LANE, AUSTIN, TEXAS 78753

(512) 836-4793 FAX: (512) 836-4817

S:\LAND700-750\718\DWG\718-loc-map.dwg 2/10/2014 9:59:00 AM CST





To: Administrative Reviewer

Date Complete: December 6, 2013

From: Cartographer-Utilities & Districts Section

Subject: Overlap & Notice Check for Administrative Review No. A-165-13/37795-C  
13.248 Lakeside WCID 2C and Manville WSC (11144)

1. No new overlap of service areas exists.
2. An overlap:
3. Dual certification:
4. An overlap exists with the city limits of:
5. If this is a Sale, Transfer, or Merger, is additional area being requested?
7. Map submitted is digital request digital data.
9. Utility notice was sufficient.
10. Utility notice was insufficient. In addition to those systems listed in the application, they will also need to notify:

TWO MILES:

All cities and etj's within 2 miles of proposed area


Any other Utility, District or entity that would be required to receive notice

X

11. Notice: **DO NOT NOTICE**

12. Other comments: **Maps do not meet requirements. Please submit the following (need a general location delineating the proposed area with enough detail to accurately locate. Digital data for the area should be either a continuous line file or polygon file in a single record not multiple line segments that may not meet)**

- A. A general location map delineating the proposed service area with enough detail to accurately locate the proposed area within the county.

  
Kent Steelman



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

November 18, 2013

Ms. Tammy Holguin-Benter, Manager  
Utilities and Districts Section  
Water Supply Division  
Texas Commission on Environmental Quality  
12100 Park 35 Circle, Building F, MC-153  
Austin, Texas 78753

**VIA HAND DELIVERY**

RECEIVED  
NOV 19 10 57 AM  
2013 NOV 19 PM 4 54  
WATER SUPPLY DIV.

RE: Transfer of a Portion of Manville Water Supply Corporation's Water Certificate of Convenience and Necessity ("CCN") No. 11144 to Lakeside Water Control and Improvement District No. 2C

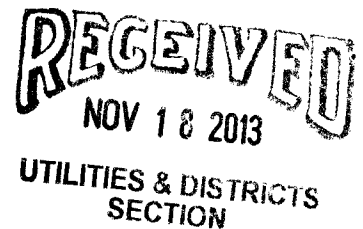
Dear Ms. Holguin-Benter:

My client, Lakeside Water Control and Improvement District No. 2C ("***District 2C***"), files this application (the "***Application***") under Texas Water Code § 13.248 and 30 Texas Administrative Code § 291.117 to transfer a portion of Manville Water Supply Corporation's ("***MWSC***") water CCN No. 11144 to District 2C. This application does not contemplate the transfer of customers or water facilities. MWSC and District 2C are both "retail public utilities," as defined by Texas Water Code § 13.002(19) and Title 30 Texas Administrative Code § 291.3(39); and as retail public utilities, these entities have the authority to submit this CCN transfer request to the TCEQ.

The purpose of this Application is to transfer the portion of MWSC's water CCN No. 11144's boundaries that overlap with the boundaries of District 2C (the "***Transfer Area***"), to District 2C. Through a number of agreements and assignments, as detailed herein, District 2C and MWSC have agreed to this service area transfer.

Initially, on October 7, 1996, MWSC and Tiemann Land & Cattle Development, Inc. ("***Tiemann***") entered into a certain "Agreement for Providing Wholesale Water Service" (the "***Agreement***"), providing for the sale of a water supply and the transfer of a portion of water CCN No. 11144 for the benefit of District 2C. Specifically, under Section 2.8(b) of the Agreement, MWSC and Tiemann agreed that at some point in the future, at a time to be determined by Tiemann in his sole discretion, MWSC would transfer the portion of its water CCN No. 11144 that overlaps with District 2C to either Tiemann or the District. The relevant portion of Section 2.8(b) is as follows:





At any time after the creation of the District, Tiemann may file an application...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 [MWSC] agrees to consent to the decertification and transfer by signing a written consent in the form attached hereto as Exhibit "D".

To be clear, the term "Land," as used in Section 2.8, refers to the land that is now located within Lakeside Water Control and Improvement District ("**LWCID**") Nos. 1, 2A, 2B, 2C, and 2D, collectively, and the term "District" refers to these five Districts, which have all been created.

Then, on September 29, 2011, Tiemann and the City of Pflugerville entered into a certain Sixth Amendment to the Comprehensive Development Agreement, and in Section 7.1 of that Sixth Amendment, Tiemann agreed to transfer its right to obtain the water CCN service area that overlaps with LWCID Nos. 1, 2A, 2B, 2C, and 2D to the City.

Next, on September 11, 2013, LWCID Nos. 1, 2A, 2B, 2C, and 2D and the City of Pflugerville entered into a certain "Water Utility Service Area Agreement", where the City assigned its rights under Section 7.1 to LWCID Nos. 1, 2A, 2B, 2C, and 2D. Tiemann approved the form of this Water Utility Service Area Agreement.

Thus, District 2C now has the authority and right to request the transfer of the portion of MWSC's water CCN No. 11144 that is coterminous with the current boundaries of District 2C. MWSC has consented to this request. District 2C is already the retail water service provider to the residents within these boundaries, and, thus, the District clearly has the financial, managerial, and technical ability to serve this area. Again, there is no transfer of water infrastructure under this application because District 2C already owns and operates the infrastructure in place, and all of the customers receiving retail water service in this area are customers of District 2C.

To assist you with your review of this Application, please find, as indicated below, the requisite documents that address the Commission's requirements to approve the sale and transfer of a CCN, as set forth in Title 30 Texas Administrative Code § 291.117(b):

- A map of the area to be transferred, with a CD Rom of the digital data (Exhibit "A");
- A metes and bounds description of the area to be transferred (Exhibit "B");
- A copy of the Agreement (Exhibit "C");
- A copy of Section 7.1 of the Sixth Amendment to the Comprehensive Development Agreement (Exhibit "D");
- A copy of the Water Utility Service Area Agreement (Exhibit "E");
- MWSC's consent to the CCN Transfer (Exhibit "F");



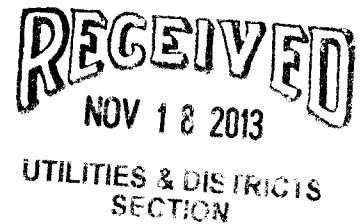
Ms. Tammy Holguin-Benter  
November 18, 2013  
Page 3

Please file-stamp and return one of the application copies with my courier. Thank you for your time and attention to this matter. If you have questions concerning this matter, please do not hesitate to contact me at (512) 322-5818.

Sincerely,



David J. Klein



DJK:dsr

ENCLOSURES

cc: Mr. David Wang, President of District 2C  
Mr. Keith Collins, Engineer  
Mr. Karl Moeller, Manville Water Supply Corporation  
Mr. Robert Tiemann, Tiemann Land and Cattle





## EXHIBIT B

359.042 ACRES - LAKESIDE WCID 2C

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UTILITIES & RECORDS  
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 Kenneth 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.

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49.106 ACRES

UTILITIES & DISTRICTS  
SECTION

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-acres 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-acres 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 & DISTRICTS  
SECTION

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



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.

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EXHIBIT C

UTILITIES & DISTRICTS  
SECTION

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, 2008.

MANVILLE WATER SUPPLY CORPORATION

By:   
Tony Graf, Manager

ROWE LANE DEVELOPMENT, LTD.  
By: Tiemann Land and Cattle Development, Inc.

By:   
Robert M. Tiemann, President

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NOV 18 2013

UTILITIES & DISTRICTS  
SECTION

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UTILITIES & DISTRICTS  
SECTION

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".



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Exhibit A-1

172.36 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 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 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 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 1/2" iron rod found;
2. N.59°40'17"W. a distance of 967.89 feet to a 1/2" iron rod found;
3. S.30°19'52"W. a distance of 1786.33 feet to a 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 6870, 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 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 1/2" iron rod found and to a point on a non-tangent curve to the right;

172.36 Acres

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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  $N.85^{\circ}52'48''E.$ , 87.75 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;

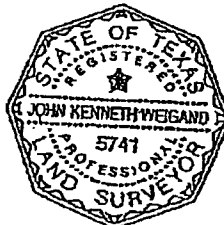
THENCE along the Common Line of 172.33 Acre Tract and the said 5.10 Acre Tract the following four courses:

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