



SHADOWGLEN

REQUEST AND NOTICE

August 4, 2003

Wilbarger Creek Municipal Utility District No. 1
c/o Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Re: Request for Level of Service and Service Transfer Notice

Dear Directors:

The "Agreement Providing for an Orderly Transition to Urban-Level Service For a Part of the Area Subject to the Proposed Certificate" (the "Transition Agreement") which was entered into in December 1990 in connection with the application to Manville Water Supply Corporation ("Manville") for a Certificate of Convenience and Necessity provides a mechanism for the orderly transition of areas within the Manville service area to full urban utility service provided by a water district. The Transition Agreement requires that the owner of each tract, which is being developed, request urban service from the district in which the tract is located and notify both the Texas Natural Resource Conservation Commission (as successor to the Texas Water Commission) (the "Commission") and Manville.

REQUEST FOR SERVICE

ShadowGlen Residential Community, Ltd. hereby requests urban level service from Wilbarger Creek Municipal Utility District No. 1 (the "District") for the tract of land described on the attached map. ShadowGlen acknowledges that the commencement of service will be subject to completion of all required utility facilities and to compliance with all applicable rules and regulations of the District, as well as to the terms of any contracts between the District and the undersigned property owner. To evidence the District's agreement to provide the requested service on the terms of this Request and Notice, please execute this Request and Notice.

EXHIBIT "C"


Notice:

To provide the notice required by the Transition Agreement forward one original of this Request and Notice to the Commission and one original to Manville.

Thank you for your assistance.

ShadowGlen Residential Community, Ltd.


By: McGuyer Homebuilders, Inc.
Its: General Partner

By: 
Michael K. Love
President

Enclosure: Map of Tract Requiring Urban Service

ACCEPTED AND AGREED this the 24 day of September, 2003.

WILBARGER CREEK MUNICIPAL UTILITY
DISTRICT NO. 1

By: 
Name: Bill Kochwelp
Title: President

(Rev. 11-28-90)

BEFORE THE
TEXAS WATER COMMISSION
AUSTIN, TEXAS

RE: Application of
Manville Water Supply Corporation
For A Certificate
Of Convenience And Necessity
(Williamson And Travis Counties)

AGREEMENT PROVIDING FOR AN ORDERLY TRANSITION
TO URBAN-LEVEL SERVICE
FOR A PART OF THE AREA SUBJECT TO
THE PROPOSED CERTIFICATE

THIS AGREEMENT is made by: (1) the applicant, Manville Water Supply Corporation ("MWSC"), and (2) certain landowner intervenors which are listed in Exhibit A, attached, and (3) intervenor Cottonwood Creek Water Control & Improvement District No. 1.

I.

Scope And Purpose

1.01 This agreement only affects a small part of the MWSC service area. The affected area ("Subject Area") includes certain land located in the vicinity of Manor, Texas, in the eastern part of Travis County. The Subject Area is illustrated in the map attached as Exhibit B.

1.02 The purpose of this agreement is to provide a procedure for an orderly, cost-efficient transition, on a tract-by-tract basis, from rural water service to full urban utility service as urbanization occurs in the Subject Area.

Exhibit D

TRANSITION AGREEMENT: 413agrrr1(rev112890)

II.
Continued Service By MWSC

2.01 All parties have jointly moved that a CCN for water utility service be granted to MWSC covering the Subject Area, and they have moved that this agreement be attached to the final order granting the CCN and approved by such order.

2.02 It is agreed that MWSC shall continue to provide water utility service to the Subject Area, subject to its tariff and this agreement, and that MWSC will cooperate with the landowners in the Service Area in connection with the sizing and locations of new facilities in the Subject Area.

III.
Transition Procedures

3.01 As individual tracts in the Subject Area are proposed to be developed for an urban land use, there shall be an orderly transition to full urban utility service provided by a water district (referred to generically in this agreement as "district," which term is understood to include municipal utility districts, water control and improvement districts, successor municipalities, regional plan implementation agencies, authorities and other public districts and entities that may provide water utility service). The transition shall be gradual, on a tract-by-tract basis, and the transition for each tract shall be governed by the following:

- (1) The owner of the tract must request urban service from a district and notify both MWSC and the Texas Water Commission or its successor ("TWC"). The notice must include a map showing the boundaries of the tract. The map must be drawn to the same scale and format as official TWC maps showing the MWSC CCN area. The request must be accompanied by written evidence that the district agrees to provide the requested service.
- (2) Upon receiving such a notice, MWSC agrees to join with the district in applying to the TWC to transfer MWSC's CCN to the district, but only with respect to the tract in question. (The district may include a simultaneous application to surrender the CCN.)
- (3) To avoid any lapse in service to existing customers on the tract (if any), MWSC agrees

to provide service to the tract on behalf of the district from the effective date of the transfer order until district facilities are ready.

- (4) Subject to approval of the transfer order, the district must: (i) notify existing customers on the tract (if any) in advance of the work necessary to switch connections from MWSC lines to district lines, (ii) arrange and provide such work, at no cost to MWSC, and (iii) notify the landowner, any customers on the tract, MWSC and the TWC when the transition is completed on the tract. At or before the time when the transition is complete, the district must pay--or cause to be paid--to MWSC the amounts required to be paid for facilities and customers (see below) plus an additional amount equal to the reasonable out-of-pocket expenses incurred by MWSC (including legal and engineering fees, if any) in support of the application to the TWC for the transfer order. Also at or before the time when the transition is complete, MWSC shall convey to the district, by suitable instruments in recordable form, any facilities serving the tract that MWSC would not need after the transition to district service.

3.02 A landowner or a district in the Subject Area may cause MWSC facilities in the Subject Area to be relocated or replaced in order to conform their locations to the land plan of the Subject Area, but such work must be done at the sole expense of the district or the landowner.

3.03 MWSC shall have the right to require, in connection with any transition to district-provided service, that the district pay to MWSC the following amounts of money: (i) the fair market value of any facilities that MWSC would not need after transition to district-provided service, to the extent they were paid for by MWSC, and (ii) compensation for any existing customers that MWSC would lose as a result of the transition, calculated at a per-customer rate equal to MWSC's current capital recovery fee per customer. Within thirty days following receipt of a notice requesting district service for a tract, MWSC agrees to send a notice to the district identifying those facilities that MWSC would not need after transition to district-provided service and those existing customers that MWSC would lose as a result of the transfer. The notice must specify MWSC's calculation of the amounts that the district would have to pay under

this section. (The amounts shall be computed as of the date of MWSC's notice.) In case the parties do not reach an agreement as to the fair market value of facilities, the value shall be determined by an independent appraisal that meets standards customarily observed by the TWC in connection with appraisals of existing facilities to be acquired with district bond proceeds. MWSC and the district shall each pay half of the cost of the appraisal, if obtained.

IV. Miscellaneous Provisions

4.01 Should any party be delayed or hindered in the performance of any of its obligations or duties under this agreement because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure, provided that the party affected by the force majeure notifies the other parties promptly upon the occurrence of the force majeure and resumes performance as soon as possible. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, and any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care.

4.02 This agreement shall take effect when it is: (i) fully executed by the parties and (ii) approved by the TWC in connection with the final order issuing the MWSC CCN. This agreement shall remain in effect for twenty years thereafter.

4.04 No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

4.05 Any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "notice") herein provided or permitted to be given, made, or

accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective on and after the fourth day following the day it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as set forth in the signature pages of this agreement. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

4.06 This agreement shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement in multiple originals as of the dates specified by each signature, below.

MANVILLE WATER SUPPLY CORPORATION

Attest:

(Seal)

By: Jack W. Marshall (Pres)

Name:

Title: Pres

Date executed: 12-7-90

Address:

By: 1

Name:

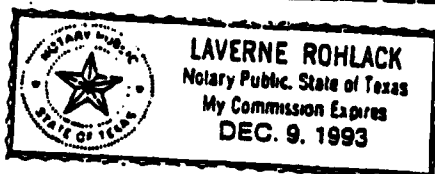
Title:

STATE OF TEXAS S

COUNTY OF William S

This instrument was acknowledged before me Dec 7
of 1990 by Jack W. Marshall as Pres
of Manville Water Supply, a Texas non-profit corporation.

My Commission Expires:



Laverne Rohlack

COTTONWOOD CREEK WATER CONTROL &
IMPROVEMENT DISTRICT NO. 1

Attest: (Seal)

By: Crockett Camp
Name: Name: Title: President
Date: Dec. 12, 1990

By: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on December 12
_____, 1990 by (name of officer) Crockett Camp
as President of Cottonwood Creek Water
Control & Improvement District No. 1.

My Commission Expires:

1/9/94 _____ Mel O'Gipie

CARPENTER DEVELOPMENT COMPANY

By: James R. Carpenter
Name: James R. Carpenter
Title: Partner
Date: 12/12/90

Address:

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12
_____, 1990 by JAMES R. CARPENTER, partner on
behalf of Carpenter Development Company, a partnership.

My Commission Expires:

1/9/94 _____ Mel O'Gipie

BOSWELL JOINT VENTURE

By: James R. Carpenter, Trustee
Name: James R. Carpenter
Title: Trustee
Date: 12/12/90

Address:

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12,
1990 by JAMES R. CARPENTER, venturer on
behalf of Boswell Joint Venture, a joint venture.

My Commission Expires:

1/9/94 Neil O. Cizaj

JAMES R. CARPENTER, TRUSTEE

By: James R. Carpenter
James R. Carpenter
Date: 12/12/90

Address:

STATE OF TEXAS S

COUNTY OF TRAVIS S

This instrument was acknowledged before me December 12
1990 by James R. Carpenter, trustee of N/A

My Commission Expires:

1/9/94 Mel O'Connell

C. B. CARPENTER, TRUSTEE and TRUSTEE
FOR GUNN JOINT VENTURE

By: *C. B. Carpenter*
C. B. Carpenter
Date: 12/12/90

Address:

STATE OF TEXAS S

COUNTY OF TRAVIS S

This instrument was acknowledged before me on December 12, 19 90 by C. B. Carpenter, trustee of N/A and trustee of Gunn Joint Venture, a joint venture.

My Commission Expires:

1/9/94 *Mel O'Carroll*

~~JAMES R. CARPENTER~~
~~HOWARD N. RICHARDS, TRUSTEE~~

By: ~~James R. Carpenter~~
~~Howard N. Richards~~ JAMES R. CARPENTER
Date:

Address:

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12
_____, 19 90 by ~~Howard N. Richards~~, trustee of 12/A
JAMES R. CARPENTER

My Commission Expires:

1/9/91 Muel D. Espino

MANOR I

By: CB Carpenter

Name: _____

Title: Trustee

Date: 12/12/90

Address: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12
, 1990 by CB Carpenter, venturer on
behalf of Manor I, a joint venture.

My Commission Expires:

1/9/94

Neil C. Cossio

MANOR II

By James R. Carpenter
Name: James R. Carpenter
Title: Managing Partner
Date: 12/12/90

Address:

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12
, 1990 by JAMES R. CARPENTER, venturer on
behalf of Manor II, a joint venture.

My Commission Expires:

1/9/94 Neil C. [Signature]

AUSTIN-MANOR INVESTMENTS II JOINT
VENTURE

By: James R. Carpenter
Name: James R. Carpenter
Title: Managing Venture
Date: 12/12/90
Address:

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me December 12
1990 by JAMES R. CARPENTER, venturer on
behalf of Austin-Manor Investments II Joint Venture, a joint ven-
ture.

My Commission Expires:

1/9/94 Me O'Carroll

413:agrrr1+

NASH RANCH, LTD.

By: Beverly Nash Bell
Beverly Nash Bell,
Managing General Partner
Date:

Address:

STATE OF TEXAS S

COUNTY OF Harris S

This instrument was acknowledged before me December
19, 1990 by Beverly Nash Bell, Managing General Partner
on behalf of Nash Ranch Ltd., a Texas limited partnership.

My Commission Expires:



Mary Esther Coy

RUSS EPPRIGHT

Russ Eppright

STATE OF TEXAS S

COUNTY OF TRAVIS S

This instrument was acknowledged before me December 13
 , 1990 by Russ Eppright.

My Commission Expires:

1/9/94

Wm. A. Cippie

413:agrrr1+

Robert J. Huston, *Chairman*
R. B. "Ralph" Marquez, *Commissioner*
John M. Baker, *Commissioner*
Jeffrey A. Saitas, *Executive Director*



TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

Protecting Texas by Reducing and Preventing Pollution

May 26, 2000

**CERTIFIED MAIL Z 577 560 232
RETURN RECEIPT REQUESTED**

Mr. Fred Maas
President
Manville Water Supply Corporation
P.O. Box 248
Coupland, Texas 78615

Re: Notice of Violation for the Compliance Evaluation Inspection at:
Manville Water Supply Corporation, 108 North Commerce, Coupland (Travis County),
Texas
PWS ID No.: 2270033

Dear Mr. Maas:

On April 7, 2000, Vonda Payne of the Texas Natural Resource Conservation Commission (TNRCC) Austin Region Office conducted an inspection of the above-referenced facility to evaluate compliance with applicable public water supply requirements. Certain outstanding alleged violations were identified for which a written reply is needed. Enclosed is a summary which lists the inspection findings. Please submit a written response to this office addressing each of the outstanding alleged violations and provide documentation by November 28, 2000, demonstrating that compliance has been achieved.

In the listing of alleged violations, we have cited applicable requirements, including TNRCC rules. If you would like to obtain a copy of the applicable TNRCC rules, you may contact any of the sources listed in the enclosed brochure entitled "Obtaining TNRCC Rules."

The TNRCC recognizes that the great majority of the regulated community wants to prevent pollution and to comply with environmental laws. The TNRCC looks forward to working with you to resolve these matters. If you complete the necessary corrective actions and resolve the outstanding alleged violations in a timely manner, we will not pursue further action for the alleged violations at this time. However, please note that if you fail to adequately respond, the TNRCC will consider exercising the enforcement powers granted by the Legislature to carry out its mission to protect human health and the environment.

Exhibit E

Mr. Fred Maas
Page 2
May 26, 2000

If you or members of your staff have any questions regarding these matters, please feel free to contact Ms. Payne in the Austin Region Office at (512)339-2929.

Sincerely,



Carolyn Runyon
Team Leader Water Section
Austin Region Office

CDR/vkp

cc: Water Utilities Division

Enclosures: Summary of Inspection Findings
Obtaining TNRCC Rules

SUMMARY OF INSPECTION FINDINGS

Entity: Manville Water Supply Corporation	TNRCC ID: 2270033	Inspection Date: 4/7/99
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OUTSTANDING ALLEGED VIOLATIONS

No.	Requirement(s) Cited	Description of Alleged Violation, Corrective Action Recommendation, and Compliance Documentation	Compliance Due Date
1	30 TAC Section 290.44(h)(4)	<p>All backflow prevention assemblies must be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies which are installed to provide protection against high health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention device tester.</p> <p>At the time of the inspection, Mr. Tony Graf, the system's operator, informed me that the system had not evaluated their system to ascertain whether or not they had any backflow prevention devices that needed to be tested once a year. The system also does not have a recognized cross connection control program. Mr. Graf was given Jim Highberg's name of the TNRCC central office to help him develop a program and have it in place by the established deadline.</p>	180 Days

Manville Water Supply Corporation

**P. O. Box 248
Coupland, TX 78615**

**(512) 272-4044 • (512) 365-7696
(512) 856-2488 • (Fax) 856-2029**

November 16, 2000

**Carolyn Runyon
Region 11
1921 Cedar Bend Dr. Ste. 150
Austin, Texas 78758-5336**

RE: Notice of Violation for the Compliance Evaluation Inspection

Dear Ms Runyon,

I met with Tim Highberg in reference to the backflow prevention assemblies and the cross connection control program. Manville has two schools on our system, they were notified and they sent me their test results. Mr. Highberg informed me that after we evaluate our system he will come and help me set up our program.

He informed me about the customer service inspection, which I have been certified, however, we have been using a master plumber to do these. I will send two of my supervisors to a school as soon as one becomes available. Manville is aware of the changes and we are working to comply with the rules.

Thank you for your help.

Sincerely,


**Tony Graf
Manager**

TG/lr

**Enclosures: Test and Maintenance Reports
Copy of Inspection Certification**

Oct 09 00 07:27a

PAMPERED LAUNS

(512) 990-6969

p.2

City of Pflugerville
 PO Box 589 (78951-0589)
 100 E. Main St. Suite 300
 Pflugerville, TX 78960
 512-252-8488 Fax 251-6523

Initial Test and Maintenance Report

Illegible or incomplete reports will not be accepted

Backflow Assembly Information

Please Print

Serial Number: 79633 Manufacturer: Watts Model: 007M1 Size: 2"
 Is this commercial property? CHECK ONE Yes ☒ No ☐ Phone ()
 Occupant/Business Name: Jack C. Murchison Elementary Pflugerville
 Physical Address: 2215 Kelly Ln
 Assembly location on the property: S.W. corner of Det Pond Near meter
 Reason the assembly is installed: Lawn Irrigation

Customer Information

Please Print

Property Owner/Agent: Pflugerville ISD
 Mailing Address: _____
 City: _____ State: _____ Zipcode: _____

Initial Test	Reduced Pressure Backflow Prevention Assembly			Pressure Vacuum Breaker	
	Double-Check Valve Assembly		Differential Pressure Relief Valve	Air Relief	SR Vacuum Breaker
	#1 Check Valve	#2 Check Valve			
	DCVA	DCVA			
	<u>20</u> PSI	<u>1.8</u> PSI	Opened at	Opened at	Closed at
	RPZ	RPZ	PSID	PSID	PSID
	PSID	Leaked <input type="checkbox"/> Closed Tight <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	Did Not Close <input type="checkbox"/>

 Repair
 Comments

Test After Repairs	DCVA	DCVA	Opened at	Opened at	Closed at
	PSI	PSI			
	RPZ	RPZ			
	PSID	PSID	PSID	PSID	PSID
		Closed Tight <input type="checkbox"/>			

I certify that all information on this report is true and correct

Final Backflow Test Status Pass ☒ Fail ☐

Certification # 57-7606
 Phone 512-282-7394
 Date 9-20-00

Gauge Serial # 219433
 Backflow Technician Russell Simpson
 Signature RW Simpson

Forward This Original Report to: Industrial Waste and Cross Connection Division
3907 South Industrial Drive
Austin, TX 78744-1070
(512) 912-6060



Test and Maintenance Report

Illegible or incomplete reports will not be accepted

Backflow Assembly Information		Please Print
Serial Number: <u>91531</u>	Manufacturer: <u>Watts</u>	Model: <u>007M1-QT</u> Size: <u>1"</u>
Is this commercial property? CHECK ONE Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Phone: <u>(512) 251-4159</u>
Occupant/ Business Name: <u>Pflugerville I.S.D.</u>		
Physical Address: <u>701 Immanuel Rd</u>		
Assembly location on the property: <u>South - West by wood deck</u>		
Reason the assembly is installed: <u>Irrigation</u>		
Customer Information		Please Print
Property Owner/Agent: <u>Pflugerville I.S.D. Maintenance Manager</u>		
Mailing Address: <u>1401 W Pecan</u>		Bldg: _____ Suite: _____
City: <u>Pflugerville</u>		State: <u>TX</u> Zip Code: <u>78660</u>

Initial Test	Reduced Pressure Backflow Prevention Assembly			Pressure Vacuum Breaker	
	Double-Check Valve Assembly		Differential Pressure Relief Valve	Spill Resistant Vacuum Breaker	
	#1 Check Valve	#2 Check Valve		Air Relief	Check Valve
	DCVA <u>2</u> <u>4</u> PSI	DCVA <u>2</u> <u>2</u> PSI		Opened at _____ PSID	Opened at _____ PSID
RPZ _____ PSID	Leaked <input type="checkbox"/> RPZ Closed Tight <input checked="" type="checkbox"/>	Did Not Open <input type="checkbox"/>	Did not open <input type="checkbox"/>	Did Not Open <input type="checkbox"/>	
Repairs					
Test After Repairs	DCVA _____ PSI	DCVA _____ PSI	Opened at _____ PSI	Opened at _____ PSI	Closed at _____ PSI
	RPZ _____ PSID	RPZ Closed Tight <input type="checkbox"/>			

I certify that all information on this report is true and correct.

Backflow Test Status ----- Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>	
Certification #: <u>464199140</u>	Gauge Serial #: <u>0070185</u>
Phone: <u>(512) 251-2809</u> <small>CERTIFIED TECHNICIAN'S PHONE NUMBER</small>	Backflow Technician: <u>Perry C. Marshall</u> <small>PLEASE PRINT</small>
Date: <u>11/15/00</u>	Signature: <u>Perry C. Marshall</u> <small>TECHNICIAN'S SIGNATURE</small>

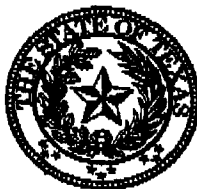
Texas Natural Resource Conservation Commission

HERBERT HUGHES
ENR 1-A-5RA
438276

this ENDORSEMENT AUTHORIZES CONDUCTING
CUSTOMER SERVICE INSPECTION CERTIFICATIONS
In accordance with Section 100.40 of the
Texas Rules and Regulations for Public Water Systems
so long as the associated customer registration is valid.

4/09/1999
ISSUE DATE

Herbert Hughes
EXECUTIVE DIRECTOR



Texas Commission on Environmental Quality

APPLICATION NO. 34477-C

PUBLISHER'S AFFIDAVIT

STATE OF TEXAS

COUNTY OF Travis

Before me, the undersigned authority, on this day personally appeared

FRANK PUCKETT

who being by me duly sworn, deposes and says that (s)he is the

Legal Notices Rep

TITLE

of the

Austin American Statesman

NAME OF NEWSPAPER

; that said

newspaper is regularly published in TravisCounty(ies) and generally circulated in Travis

County (Counties), Texas; and that the attached notice was published in said newspaper on the following date(s), to wit:

Jan 31 + Feb 7, 2004Frank Puckett

Newspaper Representative's Signature

Subscribed and sworn to before me this 7 day of Feb, 2004, to certify which

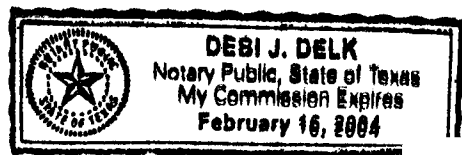
witness my hand and seal of office.

Debi J Delk

Notary Public in and for the State of Texas

Debi J Delk

Print or Type Name of Notary Public

Commission Expires 2-16-04

NOTICE OF APPLICATION TO
AMEND CERTIFICATE OF
CONVENIENCE AND NECESSITY
(CCN) TO PROVIDE WATER
/SEWER UTILITY SERVICE IN
TRAVIS COUNTY(IES)

Manville Water Supply Corporation has filed by application to amend CCN No. 11144 and to decertify a portion(s) of Manville Water Supply Corporation with the Texas Commission on Environmental Quality to provide water utility service in Travis County.

The area proposed for decertification is located approximately 15 miles northeast of downtown Austin, Texas near Manor, Texas and is generally bounded on the north by undeveloped land and Green Lane; on the east by FM Road 873; on the west by Wilbarger Creek; and on the south by Travis County MUD No. 2 and U.S. Highway 290 East. The total area being requested includes approximately 59,445 acres and 0 current customers.

A copy of the proposed service area map is available at Ambrust & Brown, L.L.P., 100 Congress Avenue, Suite 1300, Austin, Texas 78701.

A request for a public hearing must be in writing. You must state: (1) your name, mailing address and daytime telephone number; (2) the applicant's name, application number or another recognizable reference to the application; (3) the state, county, city, request for a public hearing; (4) a brief description of how you or the persons you represent would be adversely affected by the granting of the application; (5) a CCN amendment; and (6) your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing. Persons who wish to intervene or comment should write the:

Texas Commission on
Environmental Quality
Water Supply Division
Utilities and Districts Section,
MC-153
P.O. Box 13987

Austin, TX 78711-3087.

within thirty (30) days from the date of this publication or notice. A public hearing will be held only if a legally sufficient hearing request is received or if the Commission on its own motion requests a hearing. Only those individuals who submit a written hearing request or a written request to be notified if a hearing is set will receive notice if a hearing is scheduled. If a public hearing is requested, the Executive Director will not issue the CCN and will forward the application to the State Office of Administrative Hearings (SOAH) for a hearing. If no settlement is reached and an evidentiary hearing is held, the SOAH will submit a recommendation to the Commission for final decision. If an evidentiary hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

Exhibit "F"

WILBARGER CREEK MUNICIPAL UTILITY DISTRICT NO. ONE

METES AND BOUNDS DESCRIPTION

Being all that certain 329.2706 acre tract or parcel of land out of and part of that certain 1020.318 acre tract as described in Deed to Cottonwood General Partner, L.C., recorded in Volume 12251, Page 1531, Travis County Real Property Records (TCRPR) and comprised of (a) that certain 97.212 acre tract (called Tract 2); (b) that certain 181.445 acre tract (called Tract 1); (c) that certain 758.794 acre tract (called Tract 4), in Deed to Cottonwood Holdings, Ltd. and as described in Deed recorded in Volume 9658, Page 366, and Volume 12266, Page 1144, TCRPR, all being situated in the SUMNER BACON SURVEY NO. 62 and the WILLIAM STANDERFORD SURVEY NO. 69 AND NO. 70, Travis County, Texas, all being originally out of Tracts 2, 4, 5, 6, 7, 8, and 9, of the T. M. RECTOR ESTATE, according to the map or plat thereof as described in Volume 52, Page 323, Cause No. 6096, Travis County Probate Records; (d) that certain 109.3705 acre tract (called 109.39 acres) as conveyed to George J. Eppright by Deed recorded in Volume 4036, Page 509, TCDR, and conveyed to Cottonwood Holdings, Inc. in Document No. 1999115220, Travis County Official Public Records (TCOPR); (e) that certain 80.187 acre and 69.813 acre tracts as described in Deed to Nancy E. Nordquist, Trust and Ben R. Eppright, Jr. by Deed recorded in Volume 12844, Page 790, TCRPR; and (f) that certain 120.7149 acre tract conveyed to Edward Gonzenbach by Deed recorded in Volume 3188, Page 1047, TCDR; said 329.2706 acre tract being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at a point located at the intersection with the existing City of Manor City Limits Line (having State Plane Coordinates of X = 3176104.67, Y = 10102427.11), same being located in the East line of said 1020.318 acre tract and being further located North 28°09'05" East-654.62 feet from a concrete monument found marking the intersection of the Northerly right-of-way line of U.S. Highway 290, with the said East line of the 1020.318 acre tract, same being in the West line of that certain tract to R. A. Butler as recorded in Volume 4968, Page 2223, TCDR;

THENCE, North 28°09'05" East, with the said East line of 1020.318 acre tract, a distance of 502.84 feet to an internal "L" corner, same being the Northwest corner of said Butler tract;

THENCE, South 62°16'10" East, a distance of 4.21 feet to a point for external "L" corner, same being the Southwest corner of a tract to R. C. Sneed as recorded in Volume 4678, Page 1843, TCDR;

THENCE, North 27°46'50" East, with the said East line of 1020.318 acre tract, a distance of 1128.38 feet to an angle point for corner;

THENCE, North 27°15'30" East, with the said East line of 1020.318 acre tract, a distance of 1070.78 feet to an iron rod found for corner, same being the Southeast corner of that said 150.00 acre (69.813 acre) tract to Russell Eppright;

THENCE, North 26°45'25" East, with the said East line of 1020.318 acre tract, a distance of 444.92 feet to an iron rod found for corner, same being the Northwest corner of said Sneed tract and the Southwest corner of that said 109.3705 acre tract to G. J. Eppright as recorded in Volume 4036, Page 513, TCDR, and for the POINT OF BEGINNING hereof;

THENCE, South 62°03'15" East, with the South line of said 109.3705 acres and the North line of that certain tract conveyed to Robert C. Sneed by Deed recorded in Volume 4678, Page 1843, TCDR, a distance of 1623.46 feet to an iron pipe found marking an internal "L" corner of that certain 2.74 acre tract conveyed to Glenwinkel by Deed recorded in Volume 4830, Page 1752, TCDR;

THENCE, North 28°02'50" East, with an internal line of said 109.3705 acres, and the West line of said 2.74 acre tract, a distance of 387.85 feet to an iron pipe found marking an internal "L" corner hereof;

THENCE. South 61°51'45" East, with the North line of said 2.74 acres and the South line of said 109.3705 acres, a distance of 308.78 feet to an iron pipe marking the most Easterly Southeast corner hereof, same being the Northeast corner of said 2.74 acres and being further located in the Westerly right-of-way line of F.M. 973 (80 feet in width);

THENCE, with the said West right-of-way line of F. M. 973 and the East line of said 109.3705 acres the following three (3) courses and distances:

- (1) North 27°43'30" East-1406.94 feet to a broken concrete THD monument found marking a point of curvature;
- (2) In a Northeasterly direction along an arc of a curve to the left having a radius of 1104.41 feet, a chord bearing and distance of South 24°33'55" West-145.04 feet to a broken concrete THD monument for point of tangency; and
- (3) North 20°16'50" East-609.29 feet to an iron rod found marking the Northeast corner of said 109.3705 acre tract, same being the Southeast corner of that certain 80.827 acre tract as conveyed to Dorothy Swanberg Daniel by Deed recorded in Volume 6759, Page 2276, TCDR;

THENCE, North 62°19'40" West, with the North line of said 109.3705 acres and the South line of said D. Swanberg Daniel Tract, passing at a distance of 1829.65 feet an iron rod found and continuing a total distance of 1850.11 feet to an iron rod set marking the Northwest corner of said 109.3705 acres, same being in the East line of said Eppright 150 acre (80.187 acre) tract, and being further located North 27°39'55" East-2533.58 feet from the said iron rod found marking the Southwest corner of said 109.3705 acre tract;

THENCE, North 27°39'55" East, with the East line of said 150.00 acre tract, a distance of 703.87 feet to an iron rod found for the Northeast corner of said 150 acre tract, same being the Southeast corner of that certain tract to E. Gonzenbach as recorded in Volume 3188, Page 1047, TCDR, an iron rod found bears North 62°12' West-14.38 feet and another iron rod found bears South 62°12' East-12.18 feet;

THENCE, North 26°45'20" East, with the East line hereof, same being the West line of an abandoned 40-foot wide right-of-way (originally described as Manor-Rice Crossing Road, a county road originally described in Volume D, Page 520, Commissioner's Court Records), a distance of 1069.49 feet to a 3" iron pipe found marking the Northeast corner hereof, an iron rod found marking a point in the West line of said Daniel 80.827 acre tract bears, South 63°02'50" East-25.97 feet;

THENCE, North 62°44'15" West, with the North line of said 120.7149 acre tract and the South line of that certain 136.30 acre tract conveyed to J. D. Weaver Family LP 2 recorded in Volume 12651, Page 468, TCRPR, a distance of 3078.54 feet to a point for corner;

THENCE, with the following fifty-seven (57) courses and distances:

- (1) North 70°07'41" West- 97.07 feet;
- (2) North 82°58'51" West- 103.60 feet;
- (3) South 80°55'25" West- 103.60 feet;
- (4) South 64°49'40" West- 103.60 feet;
- (5) South 48°43'56" West- 103.60 feet;
- (6) South 32°38'11" West- 103.60 feet;
- (7) South 16°32'27" West- 103.60 feet;
- (8) South 00°26'42" West- 103.60 feet;
- (9) South 14°22'47" East- 92.80 feet;
- (10) South 18°30'36" East- 187.32 feet;
- (11) In a Southeasterly direction along the arc of curve to the left, having a radius of 645.00 feet, a chord bearing and distance of South 32°02'09" East- 301.71 feet;
- (12) South 44°26'18" West- 68.35 feet;
- (13) South 35°29'46" West- 608.44 feet;
- (14) South 76°06'41" West- 95.36 feet;
- (15) South 67°53'33" West- 223.57 feet;

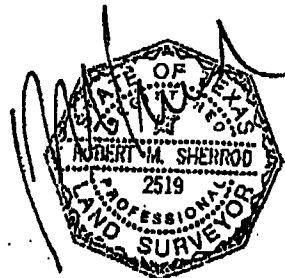
- (16) South 83°48'44" West- 53.69 feet;
 (17) North 82°37'16" West- 220.68 feet;
 (18) North 38°28'39" West- 161.83 feet;
 (19) North 65°21'25" West- 71.81 feet;
 (20) South 83°05'09" West- 123.43 feet;
 (21) South 45°46'08" West- 143.97 feet;
 (22) South 10°40'07" East- 231.21 feet;
 (23) South 25°02'15" West- 98.75 feet;
 (24) South 10°47'21" West- 97.39 feet;
 (25) South 06°29'21" West- 118.94 feet;
 (26) South 62°00'00" East- 497.77 feet;
 (27) South 49°13'14" East- 133.61 feet;
 (28) South 74°22'28" East- 137.92 feet;
 (29) South 62°00'00" East- 176.43 feet;
 (30) In a Southwesterly direction along the arc of a curve to the left, having a radius of 1095.00 feet, a chord bearing and distance of South 20°51'40" West- 195.21 feet;
 (31) South 15°44'49" West- 411.60 feet;
 (32) In a Southwesterly direction along the arc of a curve to the right, having a radius of 1455.00 feet, a chord bearing and distance of South 21°28'21" West- 290.31 feet;
 (33) South 62°48'07" East- 90.00 feet;
 (34) South 68°11'13" East- 336.79 feet;
 (35) South 80°19'04" East- 86.53 feet;
 (36) South 88°22'29" East- 89.33 feet;
 (37) North 76°37'41" East- 86.07 feet;
 (38) North 70°21'13" East- 70.00 feet;
 (39) North 88°08'25" East- 82.09 feet;
 (40) South 42°36'05" East- 45.94 feet;
 (41) North 63°55'27" East- 119.28 feet;
 (42) North 86°41'11" East- 52.43 feet;
 (43) North 69°50'51" East- 154.28 feet;
 (44) North 73°07'36" East- 203.92 feet;
 (45) North 53°18'37" East- 97.84 feet;
 (46) South 88°59'01" East- 140.01 feet;
 (47) South 30°53'10" East- 152.43 feet;
 (48) South 03°53'00" West- 116.89 feet;
 (49) South 86°38'02" East- 169.64 feet;
 (50) North 65°45'40" East- 276.74 feet;
 (51) North 75°51'25" East- 160.59 feet;
 (52) South 72°09'33" East- 125.31 feet;
 (53) North 72°25'52" East- 75.16 feet;
 (54) North 62°30'08" East- 92.17 feet;
 (55) North 64°44'33" East- 132.76 feet;
 (56) In a Southeasterly direction along the arc of a curve to the left, having a radius of 1545.00 feet, a chord bearing and distance of South 25°13'10" East-396.87 feet, to a point in the East line of said 1020.318 acre tract and the West line of that said 109.3705 acre tract as conveyed to George J. Eppright by Deed recorded in Volume 4036, Page 513, TCDR; and
 (57) South 27°39'55" West, with the said East line of the 1020.318 acre tract and the West line of said 109.3705 acre tract, a distance of 1807.94 feet to the POINT OF BEGINNING and containing 329.2706 acres of land.

--- BASIS OF BEARINGS:---Texas State Plane Coordinate System, Central Zone ---

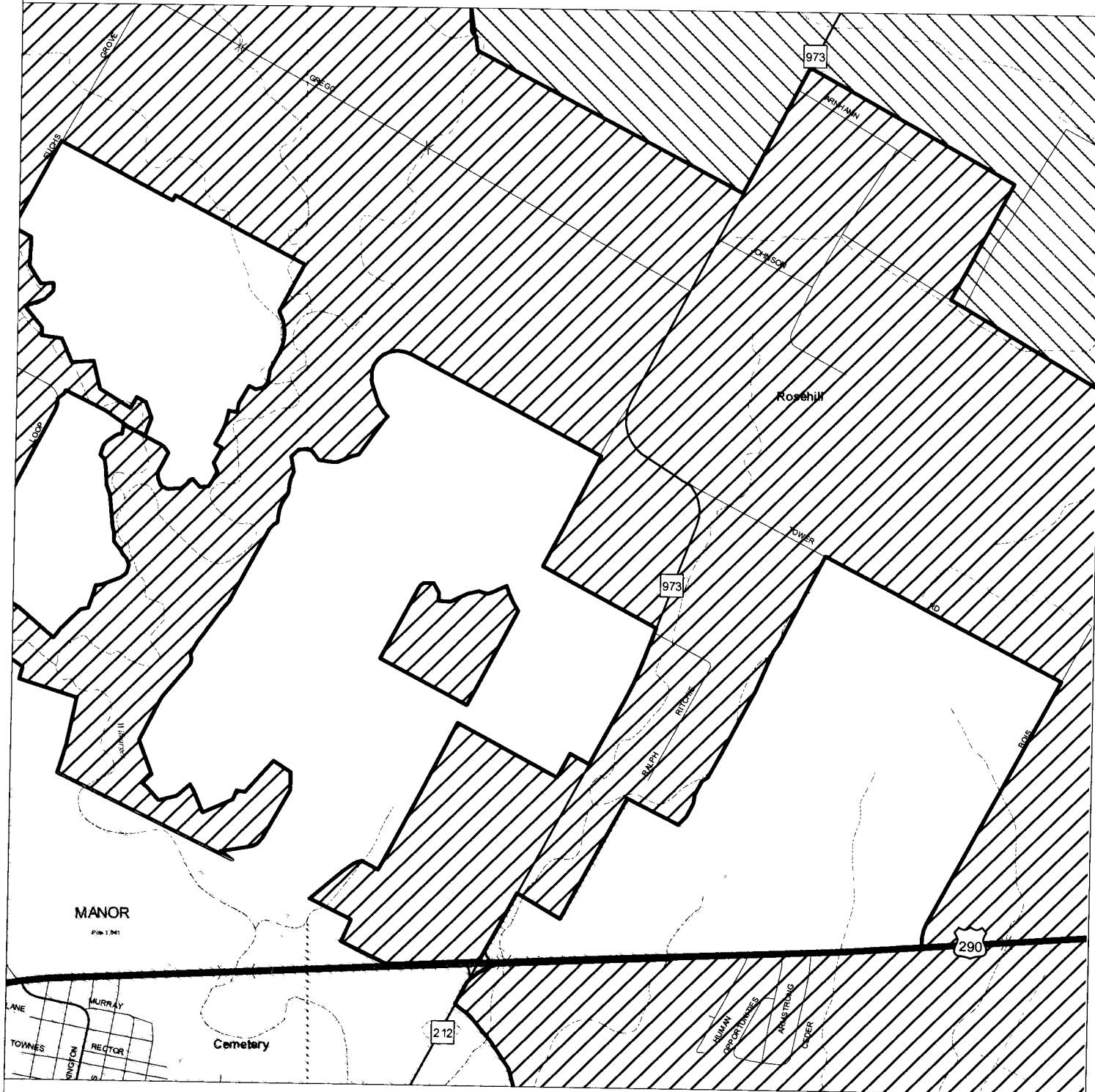
Compiled From Field Information By:

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 December 18, 2000
 GEO Job No. 966467

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Manville Water Supply Corporation
Portion of Water Service Area
CCN No. 11144
Application No. 34656-C (Decertified Portion of Manville WSC)
Travis County



Water CCN Service Areas
11144 - MANVILLE WSC
10294 - AQUA WSC
10947 - CITY OF MANOR

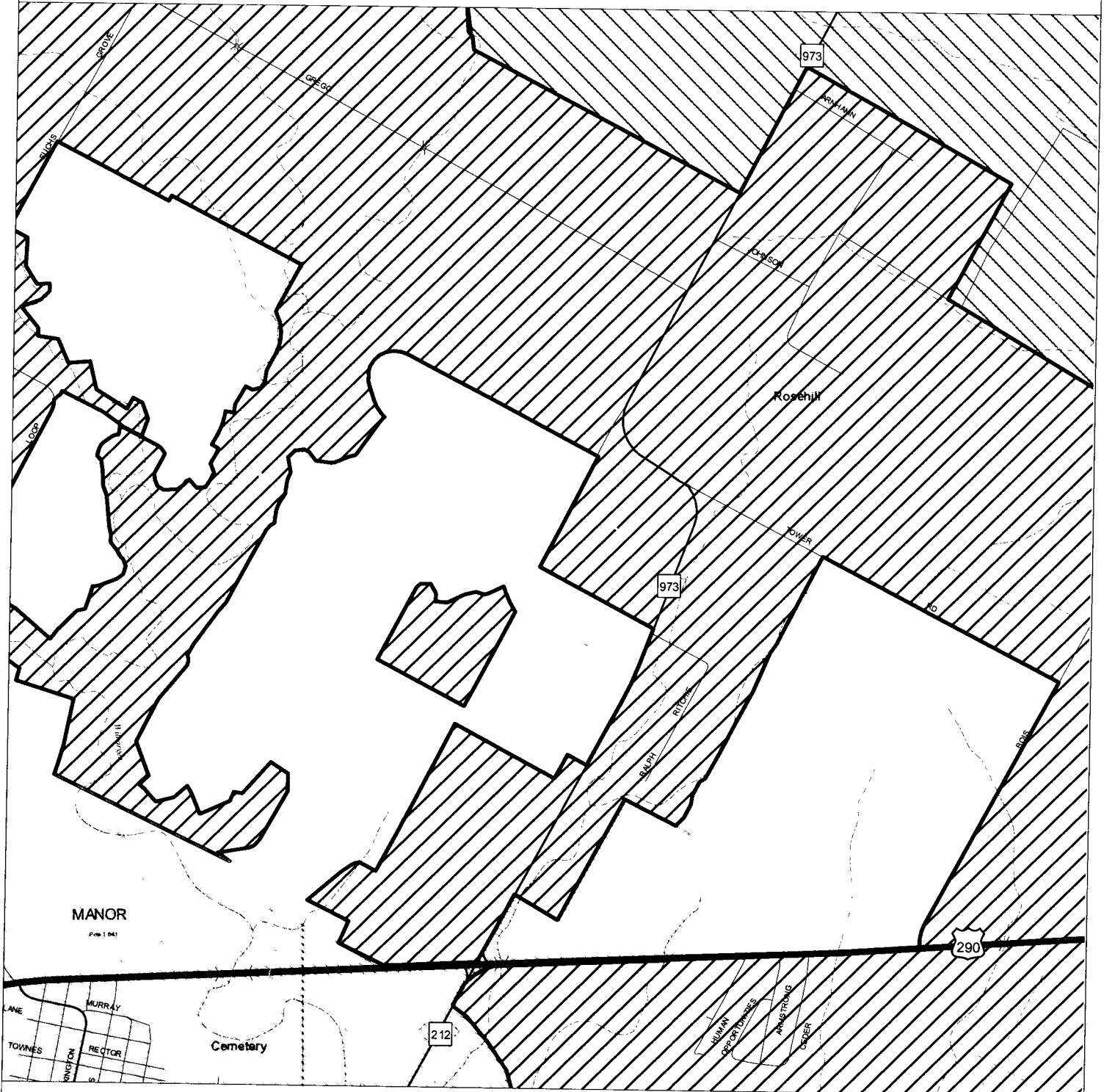


2000 0 2000 Feet

1 inch = 2,000 feet

Map by S. Jaster 12/22/2004
Data path: s:\ud\ccn\ccn_working\ccn.shp
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Manville Water Supply Corporation
Portion of Water Service Area
CCN No. 11144
Application No. 34656-C (Decertified Portion of Manville WSC)
Travis County



Water CCN Service Areas

	11144 - MANVILLE WSC
	10294 - AQUA WSC
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2000 0 2000 Feet

1 inch = 2,000 feet

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