

EXHIBIT E
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT E
To Comprehensive Development and Consent Agreement
For Lakeside WCID No. 3

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into on the dates set forth below, by and among Lakeside Water Control and Improvement District No. 3 (the "District") and the City of Pflugerville (the "City"), a municipal corporation, each acting by and through its undersigned, duly authorized representative.

RECITALS

_____ ("Developer") plans to or is currently constructing a water distribution system and a sanitary wastewater collection and transportation system (collectively, the "System") which will serve customers located within the geographic boundaries of the District, and the District is desirous of obtaining services for the competent operation, maintenance, and management of the system.

The City desires to provide operations, maintenance, and management services for the District's System.

The District and the City are desirous of entering into a definitive agreement pursuant to which the City shall operate, maintain and manage the System.

In consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I
DEFINITIONS

The following terms and expressions when used in the Agreement have the following meanings unless the context clearly indicates otherwise:

- A. "Agreement" means this "Professional Services Agreement between Lakeside Water Control and Improvement District No. 3 and the City of Pflugerville, Texas Concerning the Operation, Maintenance and Management of Water and Wastewater Facilities and Services within Lakeside Water Control and Improvement District No. 3."

- B. "City" means the City of Pflugerville, Texas, a municipal corporation with its principal offices at 100 E. Main Street in Pflugerville, Travis County, Texas.
- C. "Consent Agreement" means the Comprehensive Development and Consent Agreement For Lakeside WCID No. 3 between H2N Corporation, Rowe Lane, and the City.
- D. "Development" means the lands within the current or future boundaries of Lakeside Water Control and Improvement District No. 3, or its successors.
- E. "District" means the Lakeside Water Control and Improvement District No. 3. Such terms shall also mean each additional district which may be created by Developer either by division of the District into multiple districts, pursuant to Article 51.748, Texas Water Code or by creation of multiple new districts as provided in the Consent Agreement.
- F. "System" means the Developer or District owned meters, lines, facilities, equipment, lands and rights-of-way for the storage, transportation and distribution of a potable water supply, and any extensions or additions thereto, that may be constructed to serve water customers in the Development, and the Developer or District owned facilities, equipment, lands and rights-of-way for the collection and transportation of wastewater, and any extensions or additions thereto, to be constructed to serve wastewater customers in the Development.

ARTICLE II. ADMINISTRATIVE SERVICES

The following administrative services shall be provided to the District by the City.

1. Organization. The City shall administer the work, activities, and operations of the District in accordance with the terms of this Agreement and the Consent Agreement.
2. Personnel. The City shall provide competent, trained personnel. System supervisors and/or operators shall be licensed or certified by the appropriate State governmental authority. Accounting, billing, and field personnel shall be trained to be professional and courteous in dealing directly with the District's customers.
3. Start Up. The City shall:
 - A. Maintain all of the District's customer information and records necessary to provide monthly billings to the District's customers.
 - B. Inventory and maintain a listing of all of the District's equipment including manufacturers' model and serial numbers, motor frame numbers and other such data as required to provide relevant information for the scheduled maintenance and repair or replacement of the equipment comprising the System.

4. Maintenance Scheduling. The City shall implement a Scheduled Maintenance Program for System equipment. The City shall ensure that System equipment is maintained in the same fashion and with the same frequency as equipment owned and operated by the City or as may be required by Texas Commission on Environmental Quality or other regulatory agency with jurisdiction. Because the District(s) are under the continuing supervision of the Texas Commission on Environmental Quality, City shall submit its Scheduled Maintenance Program to the District for comment.
5. 24 Hour Service. The City shall maintain 24-hour telephone and dispatch service with qualified personnel to respond to customer problems and equipment malfunctions within the District in the same manner and fashion as for retail customers located within the City limits.
6. Automatic Telephone Alarm. The City shall monitor computer or automatic dialed telephone alarm systems at any of the water and wastewater facilities within the District which are installed and programmed to call the City's 24-hour telephone dispatch service.
7. Employee Identification. The City's operating and maintenance employees shall be readily identifiable to customers within the District by distinctive clothing. Service vehicles shall have the City emblem prominently displayed.
8. Coordination with Consultants. The City shall coordinate with other consultants, such as attorneys, engineers, auditors, tax assessors, and financial advisors hired by the Developer and/or the District as necessary to maintain efficient operation of the System.
9. Inquiries and Correspondence. The City shall respond to inquiries or correspondence from governmental or regulatory authorities and the District's directors, customers or consultants in a prompt, professional manner.
10. District Meetings. The City's Water and Wastewater System Manager, or other City representative designated by the City Manager, shall attend regularly scheduled meetings which have an agenda item relating to the District's operations. The City representative will have direct knowledge of the District's on-going operations or agenda items as appropriate.
11. Customer Relations. The City shall render reasonable assistance in the promotion of good relations with the customers located within the District.

ARTICLE III. WHOLESALE WATER AND WASTEWATER SERVICE

Wholesale water and wastewater service to the District shall be provided by Manville Water Supply Corporation and Kelly Lane Utility Company, Inc. Developer shall pay capacity fees due under the wholesale contracts directly to the wholesale supplier. All other fees and amounts due under the wholesale water and wastewater contracts shall be paid by the City directly to the wholesale supplier.

ARTICLE IV.
RETAIL WATER AND WASTEWATER MANAGEMENT SERVICES

1. System Operations. The City shall provide: personnel, vehicles, hand tools, spare parts, and other equipment necessary for the operation of the System.
2. Bookkeeping Service. The City shall provide bookkeeping services including: accounting for all transactions involving the District's construction, operating, and tax funds, in accordance with the requirements of the Texas Commission on Environmental Quality as outlined in the WATER DISTRICT ACCOUNTING MANUAL.
3. Meter Reading, Billing and Collection. The City shall read the District's water meters once each month and bill the customers at rates set by the District. The City is authorized to make adjustments to water bills for clerical errors, over or under registration of water meters, erroneous meter readings, establishment of water usage during times when a meter has been inoperative, and other similar adjustments. City will resolve billing disputes with individual customers.
4. System Inspection. The City shall monitor the District's facilities daily, including weekends and holidays as required by state regulations. This shall include lift stations. City employees, whenever they are within the District boundaries, shall monitor the System in order to observe condition of fire hydrants, leaks, defects, damages and be alert for missing District equipment.
5. Daily Preventative Maintenance. The City shall provide all personnel and equipment necessary for preventative maintenance tasks.
6. Bulk Chemicals. The City shall be responsible, at its own expense, for maintaining an adequate inventory of chlorine and other bulk chemicals required to operate the System.
7. Expendable Items. The City shall, at the City's expense, replace those items expended in the daily operation of the System. Those items include, but are not limited to, brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items.
8. Monthly Operations Report. The City shall render a monthly operations report, as requested by the District, which shall include the following information, or other information to which the parties can agree:
 - A. Daily or monthly water flow data.
 - B. The number of gallons of water purchased by the District and the number of gallons billed to District's customers and a written explanation of the resulting difference.
 - C. Total number of service connections, water and wastewater.
 - D. Records regarding equipment repairs and replacements.

- E. Abnormal changes in condition of the District's equipment, needed repairs and recommended schedules for the repair of such equipment.
- F. Insurance claims filed on behalf of the District.
- G. Regular billing and collection reports, including cash receipts, billings and receivables.
- H. Delinquent customer reports, including information on termination of water service and protests or appeals made by customers.
- I. Summary of meters installed, inspections performed and fees collected.
- J. Damage to the System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or other entity, the City shall identify the party responsible for such damage, including administrative costs thereof, and include such information in the monthly report.
- K. Statistics relating to overall System operations, as appropriate.
- L. Operations and maintenance cost data.
- M. Information and reports as may be required for audit of the District's accounts.

9. Regulatory Reports. The City shall prepare and submit reports and other documents required by regulatory authorities. The City shall provide the District copies of all reports and other submittals.

10. Regulatory Inspections. The City shall advise the District of inspections by regulatory authorities. When possible, the City shall schedule regulatory inspections to provide an opportunity for a representative of the District to attend such inspections.

ARTICLE V. INSTALLATION AND INSPECTION SERVICES

1. General. All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable city, county, or state codes. All installation and inspection fees shall be collected from the District's customers in advance, and shall be equal in amount to the installation and inspection fees charged by the City to in-city customers. The City shall maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed.

2. Residential Meters. Residential 3/4 inch water meter sets made to a visible curb stop set near ground level will be made for a fee equal to the then current charge assessed in-city customers for such service. Non-standard residential water meter sets, including location buried curb stops, will be made by the City for the same fee assessed in-city customers for such service.
3. Commercial Meters. Commercial meter tie-ins will be made by the City for a price quoted for each installation in accordance with the applicable specifications, the price to be equal to that charged commercial customers located within the City limits.
4. Water Tap Inspections. Inspection of water taps and service lines will be made as necessary at no cost to the District but subject to the fee for in-city inspections which shall be imposed according to City Ordinances.
5. Sanitary Sewer Inspections. The City shall inspect each sanitary sewer connection to the District's system to assure compliance with the District's specifications and procedures when and as necessary, at no cost to the District but subject to the fee for in-city inspections which shall be imposed according to City Ordinances.
6. Other Inspections. The City shall perform other inspections as requested or authorized by the District. Such inspections include, but are not limited to, grease traps, sample wells, cross connections or new facilities prior to acceptance by the District. The City may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the District's system. All such other inspections shall be subject to such fees as are charged for similar in-city inspections or such fees authorized by the Consent Agreement.

ARTICLE VI MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1. Maintenance. The City shall provide all personnel, tools, spare parts, and equipment necessary to perform maintenance on the District's facilities and equipment. Maintenance shall include, but not be limited to, the following:
 - A. Maintenance or replacement of pumps, motors, valves and other equipment of facilities.
 - B. Calibration and servicing of instrumentation, control systems and other equipment.
 - C. Other maintenance as necessary which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.
2. Repair. The City shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, meters, lines, facilities, equipment, collection and distribution systems including, but not limited to, service line leaks, leaks at water

1) meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The City shall not, however, bear cost responsibility for initial repair of any equipment or facilities identified by the City as in need of repair on the date of assumption of repair responsibility pursuant to the terms of this Agreement. The District will assign contractors' warranties to the City, and the City will cause repairs to be made under the terms of the warranty. Subsequent to acceptance of facilities by the City, the City shall be responsible for all repairs or replacement of same.

3. Replacement. The City shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the District for any guarantees or warranties offered by others in connection with such equipment or facilities.

4. Emergency Response. The City shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, degradation of water quality occurring within the water supply system, and blockage in the sewage collection system. Additionally, the City shall undertake reasonable efforts to respond to requests by the District or its representatives or insistent residents.

5. Materials and Supplies. The cost of all materials and supplies used to provide services under this Agreement shall be borne solely by the City.

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ARTICLE VII. PAYMENT

The City and the District agree that City's compensation for retail water and wastewater operation, maintenance and management services provided by the City, shall be satisfied from, and shall equal, the revenues collected by the City from the District's retail water and wastewater customers for retail water and wastewater service, excluding any amounts collected by the City on behalf of the District. All fees and charges assessed the District's retail water and wastewater customers by the City shall be set by the District to recover the costs of operating the District, operating and maintaining District facilities, obtaining wholesale water and sewer service, and fairly compensating the City for services provided under this Agreement. No additional charges, fees or the like shall be assessed against Developer or the District for such services.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Responsibilities.

A. City Responsibilities. The City shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformity with applicable laws, rules and regulations.

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B. District Responsibilities. The District represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The District shall provide:

- i. All utilities and plant facilities necessary to commence operation of the System in a manner required to meet applicable regulations.
- ii. A complete set of record drawings of the System and any other information necessary for the administration of the System.

2. Relationship of the District and the City. The City shall serve in the capacity of an independent contractor for the District during the period of this Agreement.

3. Insurance. The City shall at all times during the effectiveness of the Agreement maintain in full force and effect Liability and Worker's Compensation Insurance covering the City's performance under this Agreement. All insurance shall be provided by insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the City agrees to furnish the District Certificates of Insurance or other evidence satisfactory to the District to the effect that such insurance has been procured and is in force. The City shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employers' Liability	\$500,000.00
Bodily Injury Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Property Damage Liability Except Automobile	\$500,000.00 each occurrence \$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$500,000.00 each person \$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$250,000.00 each occurrence
Excess Umbrella Liability	\$2,000,000.00 each occurrence

4. Indemnity. The City shall indemnify and save harmless the District and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limitation, any claim and damages arising from strict liability imposed in the District by statute, regulations, or common law, and all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of City, its agents or employees, in the execution or performance of this Agreement. The liability that is assumed by City under the terms of this Paragraph shall not exceed the sum of \$2,000,000.00 which sum is the amount of liability insurance coverage required to be carried by City pursuant to this Agreement.

5. Force Majeure. In the event that the City or the District is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any disabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

6. Full Compensation. The compensation to be paid to the City herein is inclusive of any tax, assessment, or other charge which may be imposed upon the City by any governmental authority as a result of performing its obligations pursuant to this Agreement.

7. Applicable Law. Venue and jurisdiction of any suit, right or cause of action arising under, or in connection with this Agreement shall lie exclusively in Travis County, Texas.

8. Notice. Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for whom intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

9. Term of Agreement. This Agreement shall take effect when executed by the City and District and shall continue in force for three years after execution unless terminated earlier as provided in this Agreement. Unless either party gives written notice of its election to terminate this Agreement at least 180 days prior to the end of any three-year period, this Agreement shall automatically be renewed for an additional three-year period at the expiration of each period.

10. No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term,

covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

11. Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns.

12. Captions. The captions appearing at the first of each numbered section in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

13. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall be not affected thereby.

14. Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

15. Other Instruments. The parties hereto covenant and agree that they shall take such further actions, and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

16. Conflict Among Agreements. In the event a conflict is determined to exist between the terms and conditions of the Consent Agreement and this Agreement, the parties agree that the language of the Consent Agreement shall be controlling.

17. Termination. This Agreement shall be terminated at the time the land within the District has been annexed by the City of Pflugerville. Additionally, this Agreement may be terminated by the District if the City has failed to adequately operate and maintain the District's system pursuant to the terms and conditions of this Agreement; provided, however, that this right of termination may be enforced only after written notice has been given to the City of such failure and a reasonable opportunity is given to the City to cure the deficient performance, which in no event shall be less than ninety (90) days from the date of the notice.

(remainder of page left intentionally blank; next page is signature page)

EXECUTED in multiple copies, each of which shall constitute an original, on the dates set forth below:

ATTEST:

CITY OF PFLUGERVILLE, TEXAS

By: _____

Its: _____

Date: _____

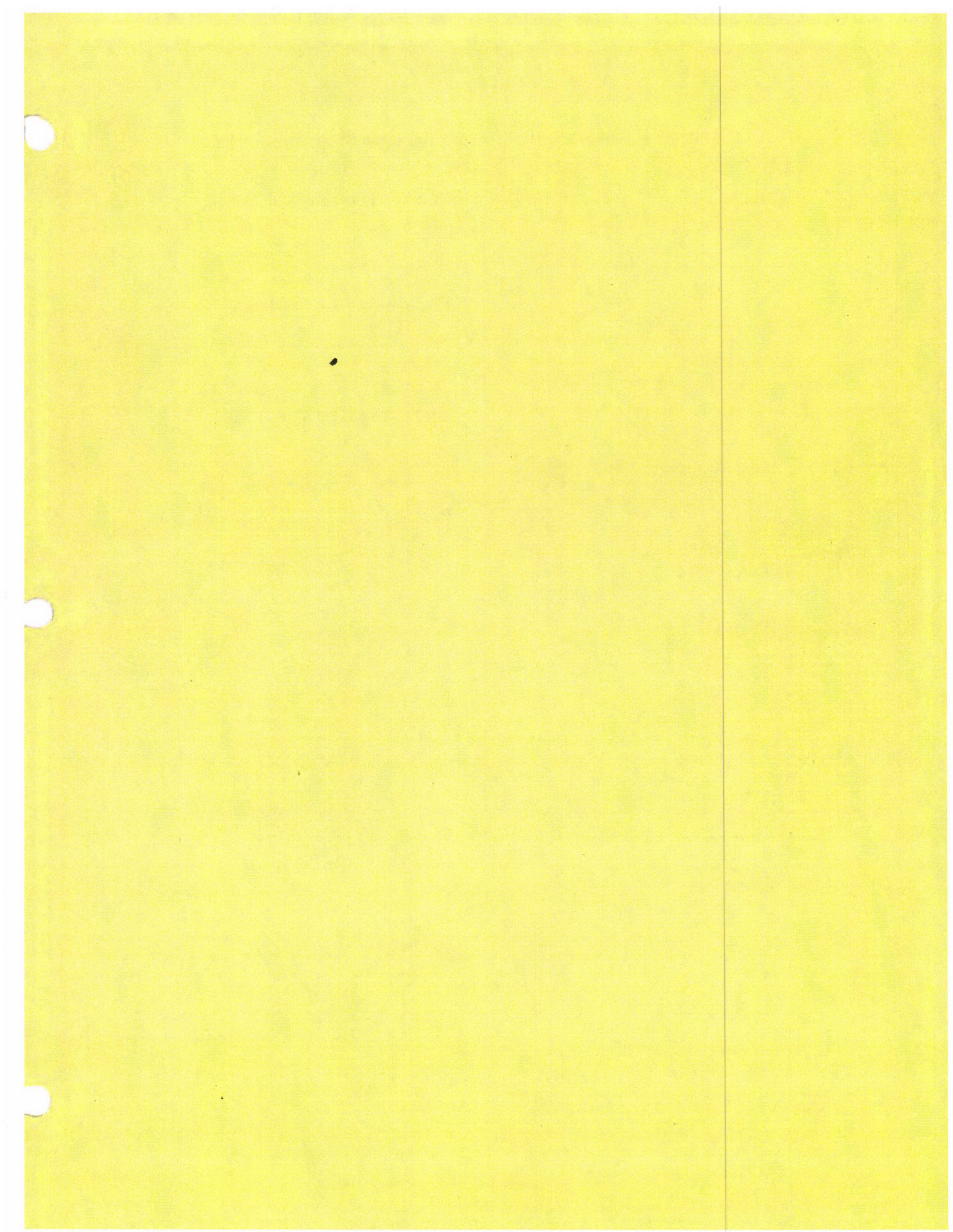
ATTEST:

LAKESIDE WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3

By: _____

Its: _____

Date: _____



FIRST AMENDMENT TO COMPREHENSIVE DEVELOPMENT AND CONSENT
AGREEMENT FOR LAKESIDE WCID NO. 3

THIS FIRST AMENDMENT TO THE COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3 (the "Amendment") is made and entered into on the dates set forth below, by and between Rowe Lane Development, Ltd. ("Rowe Lane"); The Commons at Rowe Lane, L.P., successor-in-interest to H2N Corporation ("Commons"); the City of Pflugerville, Texas (the "City"); Henry James Kubacki and Wanda R. Kubacki; Henry Joseph Kubacki and Henrietta G. Kubacki, as Trustees of the Kubacki Family Loving Trust; Agni, Ltd., a Texas limited partnership; Douglass Dodson Hearne, as Trustee of the Hearne Umstattd Education Trust; James A. Umstattd and Mary Ellen Umstattd; and Jeanne Umstattd (collectively, the "Landowners"). This agreement has been authorized by a resolution of the City Council of the City.

RECITALS

Rowe Lane, H2N Corporation (Commons' predecessor in interest), the City, and certain landowners previously entered into the "Comprehensive Development and Consent Agreement for Lakeside WCID No. 3," dated November 22, 2004 (the "Consent Agreement").

Commons, Landowners, and the City desire to amend the Consent Agreement to state the City's consent for the inclusion or annexation of a 42.855-acre tract into the district and to include such 42.855-acre tract within the provisions of the Consent Agreement.

Commons, Landowners, and the City desire to amend the Consent Agreement's terms and conditions that relate to land to be added in the district and the bonded indebtedness of the district.

Pursuant to the authority of § 42.042 of the Texas Local Government Code, and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City, Commons, Landowners, and Rowe Lane agree as follows:

AGREEMENT

1. Defined Terms. All terms delineated with initial capital letters in this Amendment that are defined in the Consent Agreement have the same meanings in this Amendment as in the Consent Agreement unless otherwise provided in this Amendment. Other terms have the meanings commonly ascribed to them.

2. Amended Conceptual Land Use Plan.

Attached hereto as Exhibit "B" and made a part hereof for all purposes is the revised Conceptual Land Use Plan for the Development (the "Revised Conceptual Land Use Plan")

which sets out, among other items, the land use categories and general alignment, size, and type of lots, local streets, major roadways, easements, greenbelts, parks, and utility facilities, to the extent such information can be determined at the time this Amendment is executed. By executing this Amendment, the City approves the Revised Conceptual Land Use Plan and any variances to the Subdivision Code necessary to develop the Land in accordance with the Revised Conceptual Land Use Plan. The Revised Conceptual Land Use Plan replaces and supersedes the Conceptual Land Use Plan attached to the Consent Agreement.

3. Amended Provisions.

A. Article I, Section 1.10. The definition of the terms “Development” or “Land” stated in Article I, Section 1.10 is amended to include an additional 42.855-acre tract of land as follows:

1.10. “Development” or “Land” means the lands owned or controlled by Developer and described in Exhibit “A” and in Exhibit “A-1”.

B. Article II. Article II is amended by adding a new Section 2.1.1 as follows:

2.1.1. The City hereby gives its consent to the inclusion within or the annexation by Lakeside Water Control and Improvement District No. 3 (or appropriately named municipal utility district) of that certain 42.855-acre tract of land that is described in Exhibit “A-1” attached hereto.

C. Article IV, Section 4.1. The monetary amount of \$22,500,000.00 stated in the fourth and seventh sentences of Section 4.1 of Article IV is increased to \$25,775,000.00.

The fourth sentence of Section 4.1 of Article IV is amended to read as follows:

In addition to its other duties and obligations under this Agreement, Developer agrees to limit the total bonds issued by the District and all Districts created under Article II, and the total reimbursement to all developers, to Twenty-Five Million, Seven Hundred Seventy-Five Thousand Dollars (\$25,775,000.00) reasonably adjusted for inflation.

The seventh sentence of Section 4.1 of Article IV is amended to read as follows:

Subject to the \$25,775,000.00 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.

D. Article VI, Section 6.1. The number of LUEs authorized to be provided wastewater service is increased from 900 LUEs to 1031 LUEs and Section 6.1 is amended to read as follows:

6.1 Scope of Facilities. It is anticipated that the Water System, the Collection System, and the NPWIS will serve not more than 1031 LUEs or service units with the Development.

E. Exhibit A-1. The Consent Agreement is amended to add a new Exhibit A-1 containing a metes and bounds description of the 42.855-acre tract of land.

3. Deed Covenant.

Within thirty (30) days of the execution of this Amendment, Developer must file a restrictive covenant for the Land in the deed records of Travis and Williamson Counties, Texas, which covenant must be in substantial conformance with the restrictive covenant set out in Exhibit C of the Agreement, except that the restrictive covenant must reference the Revised Conceptual Land Use Plan. Developer must file with City copies of the restrictive covenant showing that the restrictive covenant was filed with the deed records of the above counties. All provisions of the Consent Agreement that apply to the original Conceptual Land Use Plan shall apply to the Revised Conceptual Land Use Plan.

4. Effect of Amendment. All provisions of the Consent Agreement that are applicable to the 251.646-acre tract of land that was originally referenced in the Consent Agreement shall also apply to the 42.855-acre tract of land added by this Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and all terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.


5. Severability

A. The provisions of this Amendment are severable and, if any word, phrase, clause, sentence, paragraph, section or other provision of this Amendment or of the Consent Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby, provided the overall intent and purpose of this Amendment and the Consent Agreement can still be accomplished.

B. If the Texas Commission on Environmental Quality or any court of competent jurisdiction determines that any provision of the Consent Agreement or this Amendment exceeds the authority set forth by the Texas Water Code, the City, Commons, Landowners, Rowe Lane, and the District agree to immediately amend the Consent Agreement and this Amendment to conform to such ruling or decision, and maintain the original intent and purpose to the extent possible.

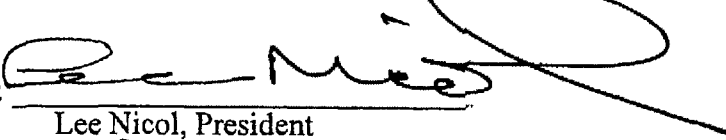
EXECUTED on the date or dates set forth below, to be effective on the date the last party signs.

CITY OF PFLUGERVILLE, TEXAS,

By: 
David Buesing, City Manager
Date: 3-23-05

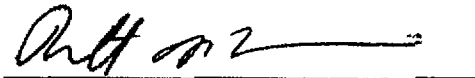
THE COMMONS AT ROWE LANE, L.P.
a Texas limited partnership

By: Rowe Commons Corporation, its ~~General Partner~~

By: 
Lee Nicol, President
Date: 3-11-05

ROWE LANE DEVELOPMENT, LTD.
a Texas limited partnership

By: Tiemann Land and Cattle Development, Inc.
its general partner

By: 
Robert M. Tiemann, President
Date: 3-11-05

LANDOWNERS

Henry James Kubacki
Henry James Kubacki
Date: 3-11-05

Wanda R. Kubacki
Wanda R. Kubacki
Date: 3-11-05

Henry James Kubacki Attorney-in-Fact
Henry James Kubacki
as Attorney -in-Fact, on behalf of and for
Henry Joseph Kubacki and Henrietta G. Kubacki,
Trustees of The Kubacki Family Loving Trust
Date: 3-11-05

Agni, Ltd., a Texas limited partnership
By: Thomas G. Umstattd, P.C., general partner

By: Thomas G. Umstattd, President
Thomas G. Umstattd, President
Date: 3-11-05

Douglass Dodson Hearne,
as Trustee of the Hearne Umstattd Education Trust
Date: _____

James A. Umstattd
Date: _____

Mary Ellen Umstattd;
Date: _____

Jeanne S. Umstattd
Date: _____

LANDOWNERS

Henry James Kubacki

Date: _____

Wanda R. Kubacki

Date: _____

Henry James Kubacki

as Attorney -in-Fact, on behalf of and for
Henry Joseph Kubacki and Henrietta G. Kubacki,
Trustees of The Kubacki Family Loving Trust

Date: _____


Agni, Ltd., a Texas limited partnership

By: Thomas G. Umstattd, P.C., general partner

By: 


Thomas G. Umstattd, President

Date: 3-11-05

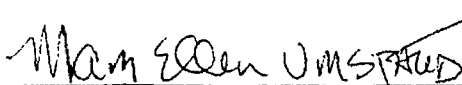

Douglass Dodson Hearne,

as Trustee of the Hearne Umstattd Education Trust

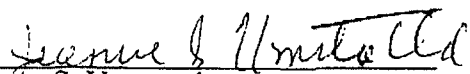
Date: _____


James A. Umstattd

Date: 11 MARCH 2005


Mary Ellen Umstattd;

Date: _____


Jeanne S. Umstattd

Date: 3-11-05

LANDOWNERS

Henry James Kubacki

Date: _____

Wanda R. Kubacki

Date: _____

Henry James Kubacki

as Attorney -in-Fact, on behalf of and for
Henry Joseph Kubacki and Henrietta G. Kubacki,
Trustees of The Kubacki Family Loving Trust

Date: _____

Agni, Ltd., a Texas limited partnership

By: Thomas G. Umstattd, P.C., general partner

By:  president

Thomas G. Umstattd, President

Date: 3-11-05

Douglass Dodson Hearne,

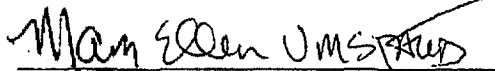
as Trustee of the Hearne Umstattd Education Trust

Date: _____



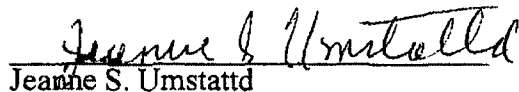
James A. Umstattd

Date: 11 MARCH 2005



Mary Ellen Umstattd;

Date: 3-11-05



Jeanne S. Umstattd

Date: 3-11-05

EXHIBIT A-1
TQ
COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT
FOR LAKESIDE WCID NO. 3

Real Property Description of the Land

The Land that may be included in Lakeside District No. 3 shall also include the following tract:

The real property located north of Rowe Lane and east of FM 685 in Travis County, Texas, comprising approximately 42.855 acres described by metes and bounds on the following pages.



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-441-6987

2807 Manchaca Road
Building One
Austin, Texas 78704

**42.855 ACRES
STEEDS CROSSING
PERIMETER DESCRIPTION**

A DESCRIPTION OF 42.855 ACRES IN THE JOHN KELSEY SURVEY, THE JACOB CASNER SURVEY, AND THE N.D. WALLING SURVEY, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 5.00 ACRE TRACT DESCRIBED IN A CASH WARRANTY DEED TO JAMES A. UMSTATTD DATED MARCH 20, 1996 AND RECORDED IN VOLUME 12649, PAGE 928 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 5.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO DOUGLAS DODSON HEARNE DATED SEPTEMBER 24, 1993 AND RECORDED IN VOLUME 12036, PAGE 3341 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 10.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO AGNI, LTD. DATED DECEMBER 17, 2001 AND RECORDED UNDER DOCUMENT NO. 2002009543 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 5.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JEANNE S. UMSTATTD DATED SEPTEMBER 23, 1991 AND RECORDED IN VOLUME 11530, PAGE 855 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 10.00 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO HENRY J. KUBACKI AND WIFE, WANDA R. KUBACKI DATED APRIL 5, 1988 AND RECORDED IN VOLUME 10665, PAGE 534 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF A 10.0 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO HENRY JOSEPH KUBACKI AND HENRIETTA G. KUBACKI DATED NOVEMBER 28, 1989 AND RECORDED IN VOLUME 11076, PAGE 160 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 42.855 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3/8" rebar found at the southwest corner of the said 5.00 acre Jeanne S. Umstattd tract, being the northwest corner of Lot 11, Block "D", Steeds Crossing, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 88, Page 99 of the Plat Records of Travis County, Texas, being also in the east line of Lot 9, Block "D", Steeds Crossing;

THENCE North 7°41'14" East, along the west line of the said 5.00 acre Jeanne S. Umstattd tract, portions of which being the east lines of Lots 1-9, Block "D", Steeds Crossing, at a distance of 233.34 feet passing a 1/2" rebar found at the common corner of said Lots 4 and 5, and continuing for a total distance of 433.30 feet to a 3/8" rebar found in the east line of Lot 1, at the northwest corner of the Jeanne S. Umstattd tract, being the southwest corner of the said 10.00 acre Agni, Ltd. tract;

EXHIBIT A-1

THENCE North 7°36'44" East, along the west line of the 10.00 acre Agni, Ltd. tract, portions of which being the east line of said Lot 1, the east line of Shire Street (50' right-of-way), and the east lines of Lot 2, Block "H", and Lots 26 and 27, Block "E", The Ridge at Steeds Crossing Section One, a distance of 368.01 feet to a 1/2" rebar with cap set in the east line of said Lot 27;

THENCE North 7°38'19" East, continuing along the west line of the 10.00 acre Agni, Ltd. tract, portions of which being the east lines of said Lot 27 and Lot 68, Block "B", The Ridge at Steeds Crossing Section One, a distance of 501.06 feet to a 3/8" rebar found in the east line of said Lot 68, at the northwest corner of the 10.00 acre Agni, Ltd. tract, being the southwest corner of the said 5.00 acre Hearne tract;

THENCE North 7°39'17" East, along the west line of the 5.00 acre Hearne tract, portions of which being the east lines of Lots 59-68, Block "B", The Ridge at Steeds Crossing Section One, a distance of 435.94 feet to a 3/8" rebar found in the east line of said Lot 59, at the northwest corner of the 5.00 acre Hearne tract, being the southwest corner of the said 5.00 acre James A. Umstattd tract;

THENCE North 7°32'19" East, along the west line of the 5.00 acre James A. Umstattd tract, portions of which being the east lines of Lots 53-59, Block "B", The Ridge at Steeds Crossing Section One, a distance of 246.19 feet to a 1/2" rebar with cap set in the east line of said Lot 53, from which a 3/8" rebar found in the east line of Lot 48, Block "B", The Ridge at Steeds Crossing Section One, at the northwest corner of the 5.00 acre James A. Umstattd tract, bears North 7°32'19" East, a distance of 191.51 feet;

THENCE South 82°31'00" East, over and across the 5.00 acre James A. Umstattd tract, at a distance of 498.47 feet passing a 1/2" rebar with cap set in the east line of the 5.00 acre James A. Umstattd tract at the northwest corner of the said 10.00 acre Henry Joseph Kubacki and Henrietta G. Kubacki tract, being the southwest corner of a 19.751 acre tract described in a Special Warranty Deed With Vendor's Lien to Raymond J. Pokorney and wife, Shirley A. Pokorney dated September 28, 1988 and recorded in Volume 10787, Page 1248 of the Real Property Records of Travis County, Texas, and continuing along the common line of the 10.00 acre Henry Joseph Kubacki and Henrietta G. Kubacki tract and the said 19.751 acre tract, at a distance of 897.30 feet passing a 3/8" rebar found, and continuing for a total distance of 898.23 feet to a calculated point at the northeast corner of the 10.00 acre Henry Joseph Kubacki and Henrietta G. Kubacki tract, being the southeast corner of the said 19.751 acre tract, and being also in the west line of Lot 3, Rolling Hills, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 76, Page 277 of the Plat Records of Travis County, Texas;

THENCE South 7°27'58" West, along the east lines of the 10.00 acre Henry Joseph Kubacki and Henrietta G. Kubacki tract and the said 10.00 acre Henry J. Kubacki and


wife, Wanda R. Kubacki tract, portions of which being the west lines of Lots 3-9, Rolling Hills, at a distance of 72.58 feet passing a 1/2" rebar found at the common corner of said Lots 3 and 4, Rolling Hills, at a distance of 1166.07 feet passing a 1/2" rebar found at the common corner of said Lots 6 and 7, Rolling Hills, at a distance of 1873.69 feet passing a 1/2" rebar found at the common corner of said Lots 8 and 9, Rolling Hills, and continuing for a total distance of 2181.83 feet to a 1/2" rebar with cap set at the southeast corner of the 10.00 acre Henry J. Kubacki and wife, Wanda R. Kubacki tract, being the southwest corner of Lot 9, Rolling Hills, being also in the north line of a 160 3/4 acre tract described in a Deed to Altan Ernest Pfluger dated January 31, 1945 and recorded in Volume 750, Page 692 of the Deed Records of Travis County, Texas, from which a 1/2" rebar found in the north line of the said 160 3/4 acre tract, at the southeast corner of Lot 10, Rolling Hills, bears South 82°29'15" East, a distance of 1261.81 feet;

THENCE North 82°29'15" West, along the south line of the 10.00 acre Henry J. Kubacki and wife, Wanda R. Kubacki tract, being the north line of the 160 3/4 acre tract, a distance of 400.41 feet to a 1/2" rebar found at the southwest corner of the 10.00 acre Henry J. Kubacki and wife, Wanda R. Kubacki tract, being the easterly southeast corner of Lot 1, Block "K", Steeds Crossing;

THENCE North 7°29'00" East, along the west line of the 10.00 acre Henry J. Kubacki and wife, Wanda R. Kubacki tract, portions of which being the east lines of said Lot 1, Block "K", Steeds Crossing, Steeds Crossing (64' right-of-way), and Lot 19, Block "D", Steeds Crossing, a distance of 197.23 feet to a 1/2" rebar found at the northeast corner of said Lot 19, being the southeast corner of the 5.00 acre Jeanne S. Umstattd tract;

THENCE North 82°31'38" West, along the south line of the 5.00 acre Jeanne S. Umstattd tract, portions of which being the north lines of Lots 11-19, Block "D", Steeds Crossing, at a distance of 55.22 feet passing a 1/2" rebar found at the common corner of said Lots 18 and 19, at a distance of 329.98 feet passing a 1/2" rebar found at the common corner of said Lots 13 and 14, and continuing for a total distance of 503.74 feet to the **POINT OF BEGINNING**, containing 42.855 acres of land, more or less.

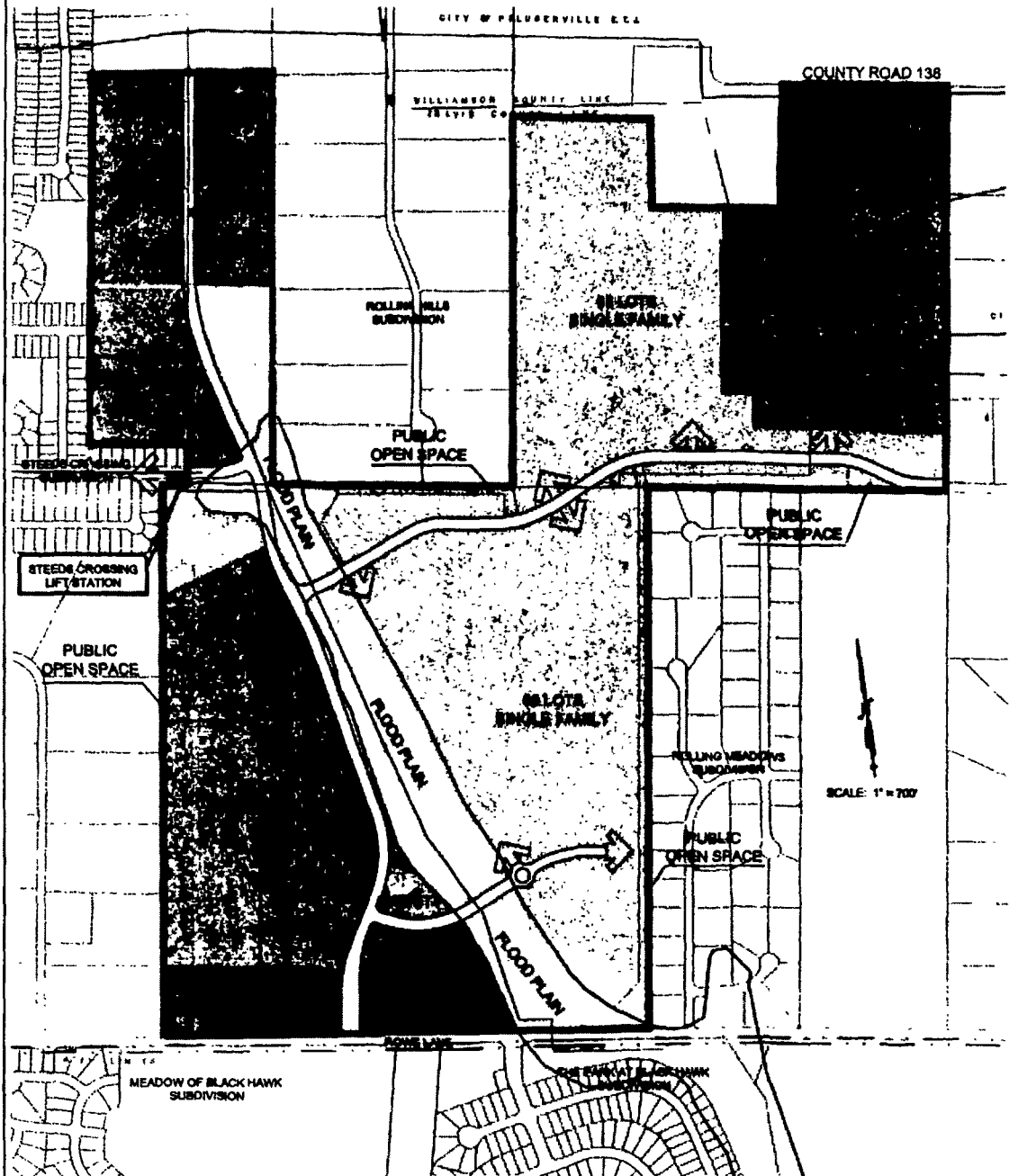
Surveyed on the ground July 15, 2004. Bearing Basis: Grid Azimuth for Texas Central Zone, 1983/93 HARN values from LCRA control network. Attachments: Drawing 143-022-STEEDS.


Robert C. Watts, Jr.
Registered Professional Land Surveyor
State of Texas No. 4995



6.21.04

LAKESIDE W.C.I.D NO.3 LAND USE PLAN (NORTHERN SEGMENTS)



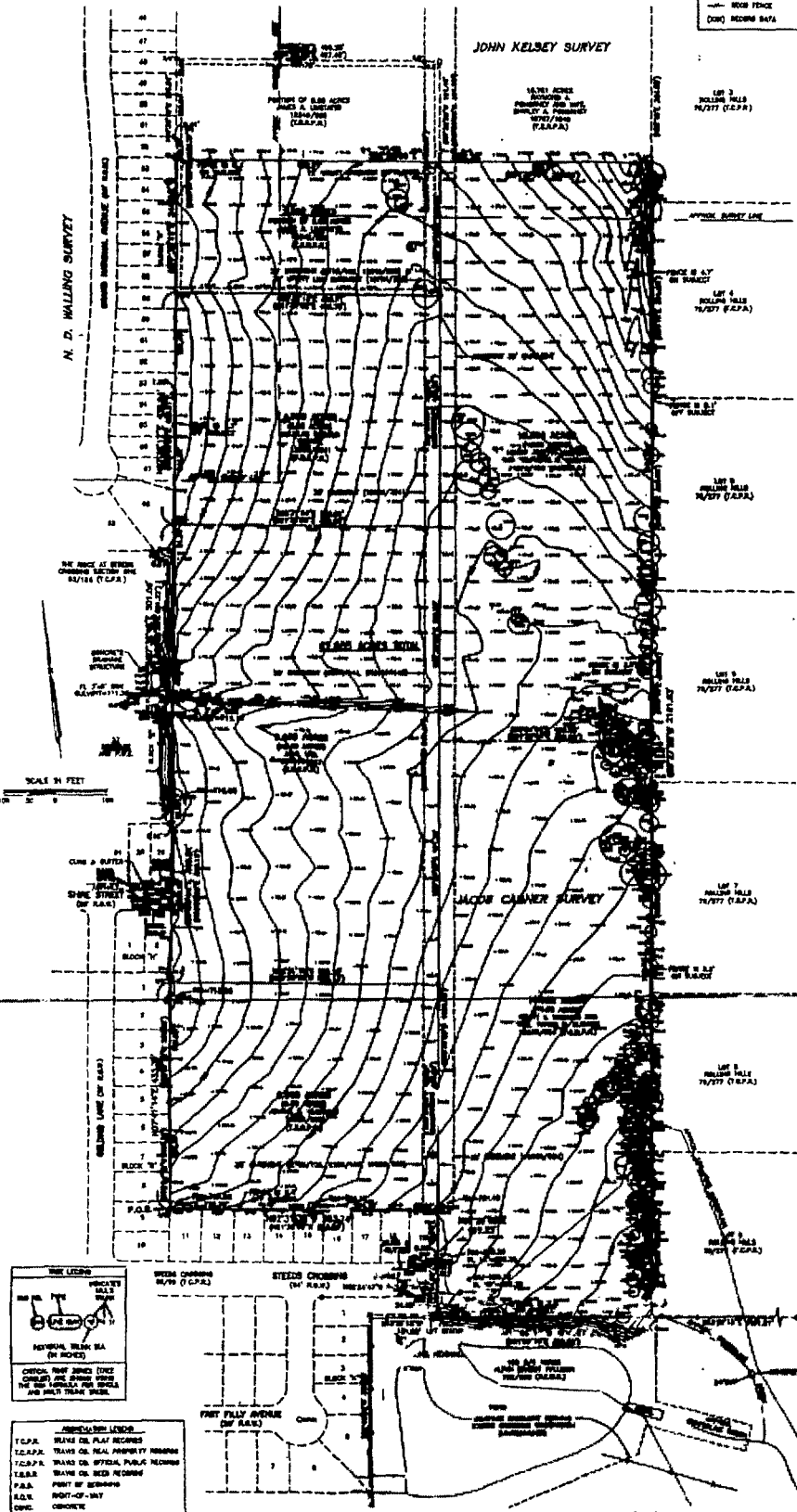
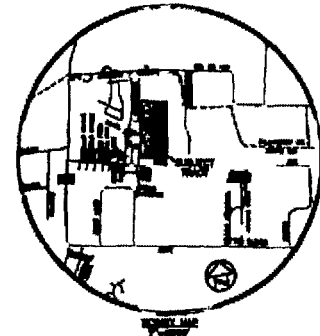
TOTAL ACREAGE	294.83 AC.
COMMERCIAL ACREAGE	10.0 AC.
OPEN SPACE / PARK LAND DEDICATION	MIN 28.0 AC. (10% S.F. AREA)
TOTAL NUMBER OF LOTS	830 LOTS
TOTAL LOTS FOR S.F. & COMM	1,100

HUFFCUT
 & ASSOCIATES, INC.
 CIVIL ENGINEERING
 7800 SHIRAZ CIRCLE, SUITE 200
 AUSTIN, TEXAS 78757
 TEL: 512-451-8847

EXHIBIT B

TO BE ADDED TO THE JOHN KELSEY SURVEY, THE JACOB CASNER SURVEY, AND THE N.D. WALLING SURVEY, TRAVIS COUNTY, TEXAS, BEING A PORTION OF A 5.00 ACRE TRACT DESCRIBED IN A CASH WARRANTY DEED TO JAMES A. UMSTADT DATED MARCH 20, 1996 AND RECORDED IN VOLUME 12649, PAGE 926 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALL OF A 5.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO DOUGLAS DODSON HEARNE DATED SEPTEMBER 24, 1993 AND RECORDED IN VOLUME 12030, PAGE 3341 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 10.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO AGRI, LTD. DATED DECEMBER 17, 2001 AND RECORDED UNDER DOCUMENT NO. 2002009543 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 5.00 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO JEANNE S. UMSTADT DATED SEPTEMBER 23, 1991 AND RECORDED IN VOLUME 11630, PAGE 855 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, ALL OF A 10.00 ACRE TRACT DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN TO HENRY J. KUBACKI AND WIFE, WANDA R. KUBACKI DATED APRIL 5, 1988 AND RECORDED IN VOLUME 10666, PAGE 534 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF A 10.0 ACRE TRACT DESCRIBED IN A GENERAL WARRANTY DEED TO HENRY JOSEPH KUBACKI AND HENRIETTA G. KUBACKI DATED NOVEMBER 28, 1989 AND RECORDED IN VOLUME 11078, PAGE 160 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

- LEGEND**
- 1/4" NEAR PLUMB
 - 3/4" NEAR PLUMB
 - 1/2" NEAR WITH CAP SET
 - 1/2" NEAR PLUMB (ON HANG)
 - CHALKED POINT
 - CONCRETE LAYOUT
 - WATER MARK
 - WATER VALVE
 - SPRINKLER CONTROL VALVE
 - UTILITY POLE
 - BUY MARK
 - OVERHEAD UTILITY
 - TELEPHONE UTILITY
 - INTERFERED ELEVATION
 - INTERFERED ELEVATION
 - TIME OF HANGOUT
 - LAND USE FENCE
 - ROAD FENCE
 - ROAD FENCE
 - ROAD FENCE



DEED LIST

DEED NO.	DATE	ACRES	RECORDING OFFICE
1	1996	5.00	TRAVIS COUNTY
2	1993	5.00	TRAVIS COUNTY
3	2001	10.00	TRAVIS COUNTY
4	1991	5.00	TRAVIS COUNTY
5	1988	10.00	TRAVIS COUNTY
6	1989	10.00	TRAVIS COUNTY

REMARKS:
THE BOUNDARY BETWEEN THIS TRACT AND THE ADJACENT TRACTS SHOWN HEREON IS BASED UPON THE SURVEY RECORDS OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE. THE BOUNDARY BETWEEN THIS TRACT AND THE ADJACENT TRACTS SHOWN HEREON IS BASED UPON THE SURVEY RECORDS OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE.

REMARKS:
THIS IS A SURVEY OF THE TRACT SHOWN ON THE MAP OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE. THE BOUNDARY BETWEEN THIS TRACT AND THE ADJACENT TRACTS SHOWN HEREON IS BASED UPON THE SURVEY RECORDS OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE.

REMARKS:
THIS IS A SURVEY OF THE TRACT SHOWN ON THE MAP OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE. THE BOUNDARY BETWEEN THIS TRACT AND THE ADJACENT TRACTS SHOWN HEREON IS BASED UPON THE SURVEY RECORDS OF THE TRAVIS COUNTY, TEXAS, RECORDING OFFICE.

TITLE COMMITMENT NOTE:
This Survey was prepared under the terms of a Commitment for Title, and may be subject to certain limitations of title and other matters. The additional information herein was given for the purpose of this survey.

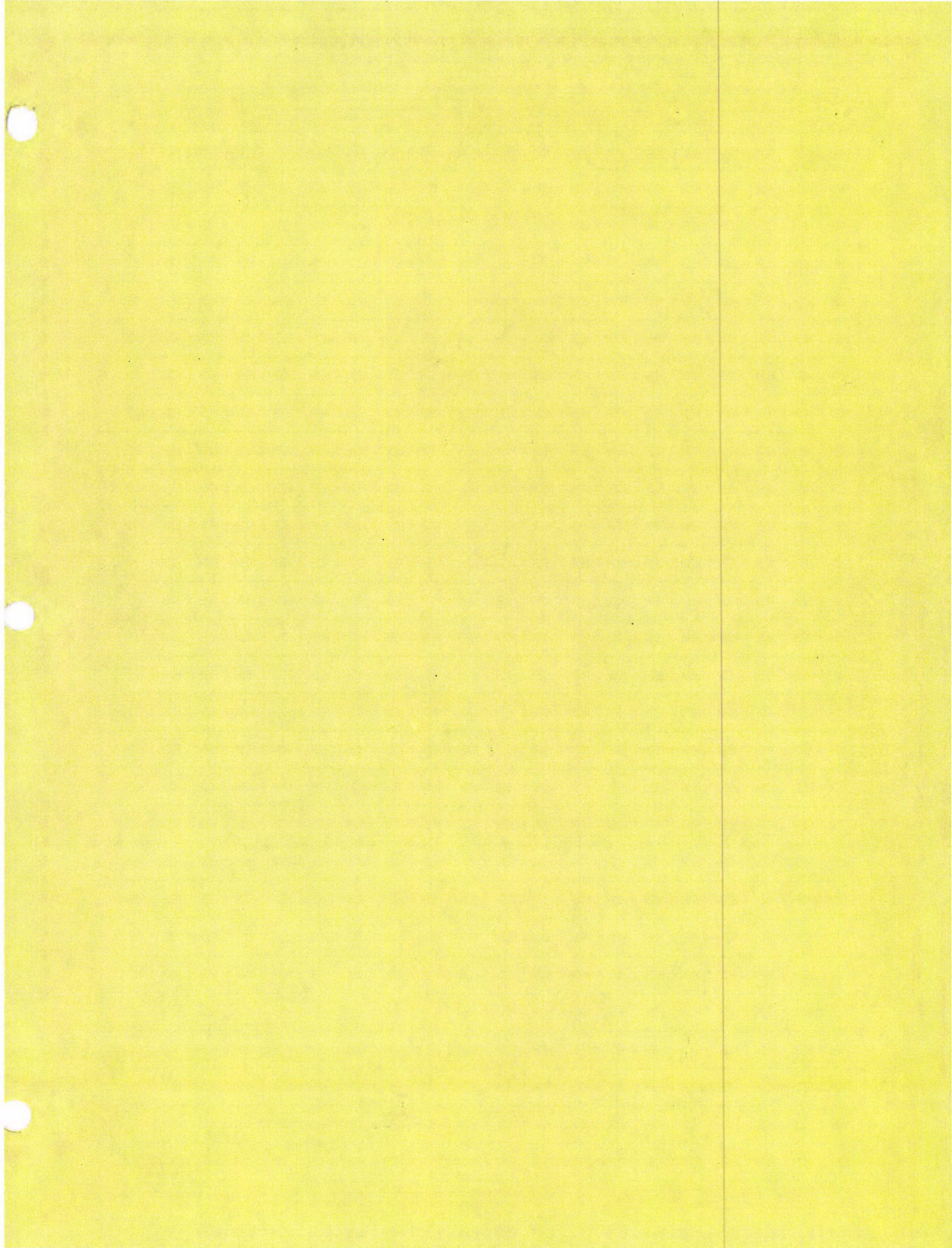
SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that this Survey was made in accordance with the laws and regulations of the State of Texas, and that the same is a true and correct representation of the facts as shown by the survey.

PROPERTY INTERESTS:
The property shown on this map is owned by the following parties:
James A. Umstadt
Douglas Dodson Hearne
Jeanne S. Umstadt
Henry Joseph Kubacki and Henrietta G. Kubacki

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
2007 Montrose Rd., Building 1
Austin, Texas 78764
512-442-1774

PROJECT NO.: 143-002
DATE: 6/21/04
BY: [Signature]
SCALE: 1" = 40'

EXHIBIT A-1



LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 3

RESOLUTION RATIFYING, APPROVING, AND ADOPTING COMPREHENSIVE DEVELOPMENT AND CONSENT AGREEMENT FOR LAKESIDE WCID NO. 3

WHEREAS, Lakeside Municipal Utility District No. 3 (the "District") has been duly and lawfully created by an Order of the Texas Commission on Environmental Quality and the creation of the District was confirmed in an election held on November 8, 2005;

WHEREAS, the Board of Directors of the District (the "Board") has convened on this date within the District at a meeting open to the public;

WHEREAS, a portion of the District lies within the extraterritorial jurisdiction of the City of Pflugerville, Texas;

WHEREAS; the creation of the District was authorized by an agreement entitled "Comprehensive Development and Consent Agreement for Lakeside WCID No. 3 by and between Rowe Lane Development, Ltd., H2N Corporation, Atlan Ernest Pfluger, Jr., Ruby Mae Pfluger, Patricia Pfluger Hoffman, and the City of Pflugerville," which was executed to be effective as of November 22, 2004 (the "Consent Agreement"); and

WHEREAS; there is an agreement entitled "First Amendment to Comprehensive Development and Consent Agreement for Lakeside WCID No. 3 by and between Rowe Lane Development, Ltd., H2N Corporation, the City of Pflugerville, Texas; Henry James Kubacki and Wanda R. Kubacki; Henry Joseph Kubacki and Henrietta G. Kubacki, as Trustees of the Kubacki Family Loving Trust; Agni, Ltd; Douglass Dodson Hearne, as Trustee of the Hearne Umsatdd Education Trust; James A. Umstattd and Mary Ellen Umstattd; and Jeanne Umstattd," which was executed to be effective as of March 23, 2005 (the "First Amendment to Consent Agreement"); and

WHEREAS, the Board desires to ratify, approve, and adopt the Consent Agreement and the First Amendment to Consent Agreement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 3 THAT:

Section 1. The declarations, findings and facts contained, recited or repeated in the preamble of this Resolution are made a part hereof and are hereby adopted as found and declared to be true and complete.

Section 2. The Board of the District hereby ratifies, approves, and adopts the agreements entitled " Comprehensive Development and Consent Agreement for Lakeside WCID No. 3 by and between Rowe Lane Development, Ltd., H2N Corporation, Atlan Ernest Pfluger, Jr., Ruby Mae Pfluger, Patricia Pfluger Hoffman, and the City of Pflugerville," which was executed to be effective as of November 22, 2004 (the "Consent Agreement") and "First

Amendment to Comprehensive Development and Consent Agreement for Lakeside WCID No. 3 by and between Rowe Lane Development, Ltd., H2N Corporation, the City of Pflugerville, Texas; Henry James Kubacki and Wanda R. Kubacki; Henry Joseph Kubacki and Henrietta G. Kubacki, as Trustees of the Kubacki Family Loving Trust; Agni, Ltd; Douglass Dodson Hearne, as Trustee of the Hearne Umsatdd Education Trust; James A. Umstattd and Mary Ellen Umstattd; and Jeanne Umstattd," which was executed to be effective as of March 23, 2005.

Section 3. The Board of the District hereby authorizes accepting an assignment of the Consent Agreement and the First Amendment to Consent Agreement with regard to any obligations or rights that are properly performed or held by the District.

Section 4. The officers, agents, and employees are authorized and directed to perform any and all proper actions necessary or convenient to carry out the terms of this Resolution.

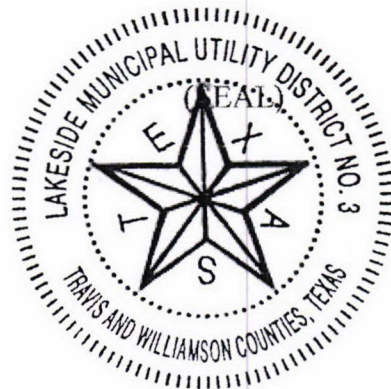
Section 5. This Resolution shall take effect and be in full force and effect upon and after its passage.

PASSED AND APPROVED the 15th day of December, 2005.

Tom Corbett
~~Michael W. Wilson, President~~
Tom Corbett - Vice-President

ATTEST:

TTMc
Turk McMurry, Secretary



**EXHIBIT G – MAINTENANCE AGREEMENT BTWN DISTRICT, THE CITY OF
PFLUGERVILLE AND THE COMMONS AT ROWE LANE, L.P.**

PROFESSIONAL SERVICES AGREEMENT BETWEEN
LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 3, THE
CITY OF PFLUGERVILLE, AND THE COMMONS AT ROWE
LANE, L.P. CONCERNING THE OPERATION,
MAINTENANCE AND MANAGEMENT OF WATER AND
WASTEWATER FACILITIES, AND MUNICIPAL SOLID
WASTE DISPOSAL SERVICES WITHIN LAKESIDE
MUNICIPAL UTILITY DISTRICT NO. 3

This Professional Services Agreement ("Agreement") is made and entered into on the dates set forth below, by and among Lakeside Municipal Utility District No. 3 (the "District") and the City of Pflugerville (the "City"), a municipal corporation, and the Commons at Rowe Lane, L.P., (the "Developer") each acting by and through its undersigned, duly authorized representative.

RECITALS

The Developer plans to or is currently constructing a Water and Wastewater System, as herein defined, which will serve customers located within the geographic boundaries of the District, and the District is desirous of obtaining services for the competent operation, maintenance, and management of the system.

Developer also plans to or is currently providing Municipal Solid Waste Disposal Services, as herein defined, which will serve Customers, as herein defined, located within the geographic boundaries of the District, as herein defined, and the Developer and the District is desirous of obtaining services for the competent operation, maintenance, and management of the Municipal Solid Waste Disposal Service.

The City desires to provide operations, maintenance, and management services for the District's Water and Wastewater System and Municipal Solid Waste Disposal Services.

The District and the City are desirous of entering into a definitive agreement pursuant to which the City shall operate, maintain and manage the Water and Wastewater System and provide for Municipal Solid Waste Disposal Services.

In consideration of the mutual agreements herein set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the District agree as follows:

ARTICLE I.
DEFINITIONS

The following terms and expressions when used in the Agreement have the following meanings unless the context clearly indicates otherwise:

- A. "Agreement" means this "Professional Services Agreement between the Lakeside Municipal Utility District No. 3 and the City of Pflugerville Concerning the Operation, Maintenance and Management of Water and Wastewater Facilities, and Municipal Solid Waste Disposal Services within Lakeside Municipal Utility District No. 3".

B. "Capital Recovery Fee" means fees properly created by applicable law designed and used to fund those capital improvements associated with the Water and Wastewater System and applied to the Customers of the City.

C. "City" means the City of Pflugerville, Texas, a municipal corporation with its principal offices at 100 E. Main Street in Pflugerville, Travis County, Texas.

D. "Consent Agreement" means the Comprehensive Development and Consent Agreement for Lakeside WCID No. 3, and any amendments thereof, as assigned to The Commons at Rowe Lane, L.P. in the Assignment of Comprehensive Development and Consent Agreement for Lakeside WCID No. 3, dated February 7, 2005.

E. "Construction Agreement" means the NPWIS Construction and Participation Agreement by and among the City, Lakeside Water Control and Improvement District No. 2-C, Rowe Lane Development, Ltd., and H2N Corporation, and any amendments thereof, as assigned to The Commons at Rowe Lane, L.P. in the Assignment of NPWIS Construction and Participation Agreement, dated February 7, 2005, and as amended from time to time.

F. "Customer" means any individual or entity residing within the geographic boundaries of the District that requests and obtains water, wastewater and municipal solid waste disposal service from the District and becomes obligated to remit payment for using, benefiting from, or receiving goods and services from the Water and Wastewater System and/or Municipal Solid Waste Disposal Services.

G. "Development" means the lands within the current or future boundaries of the District, or its successors.

H. "Municipal Solid Waste Disposal Services" means the collection, transport and disposal and/or recycling of municipal solid waste as defined by the Texas Commission on Environmental Quality.

I. "MUD Administration Fee" means monthly fees charged to Customers by the Lakeside Municipal Utility District No. 3 to cover any costs and expenses associated with Lakeside Municipal Utility District No. 3's administration of the water and wastewater services.

J. "TCEQ" means the Texas Commission on Environmental Quality or its successor agency.

K. "Water and Wastewater System" means the Developer or District-owned water distribution system and/or sanitary wastewater collection and transportation system, including but not limited to the meters, lines, facilities, equipment, easements, and rights-of-way for the storage, transportation and distribution of a potable water supply, and any extensions or additions thereto, that may be constructed to serve water customers in the District, and the Developer or District owned facilities, equipment, and rights-of-way for the collection, transportation, storage and treatment of wastewater, and any extensions or additions thereto, to be constructed to serve wastewater customers in the Development.

L. "Wholesale Water Supplier" means Manville Water Supply Corporation.

M. "Wholesale Wastewater Supplier" means the City of Pflugerville.

ARTICLE II.
ADMINISTRATIVE SERVICES

The following administrative services shall be provided to the District by the City.

1. Organization. The City shall administer the work, activities, and operations of the District's Water and Wastewater System and provide for Municipal Solid Waste Disposal Services in accordance with the terms of this Agreement and the Consent Agreement.

2. Personnel. The City shall provide competent, trained personnel for the operation and maintenance of the Water and Wastewater System and Municipal Solid Waste Disposal Services and the provision of water, wastewater and municipal solid waste disposal services, supervisors and/or operators who shall be licensed or certified by the appropriate State governmental authority, including accounting, billing, and field personnel who shall be trained to be professional and courteous in dealing directly with the Customers within the District.

3. Start Up. The City shall:

A. Maintain all of the Customer information and records necessary to provide monthly billings to the Customers in the same manner and to the same extent such information and records are maintained and managed by the City for customers within the corporate limits of the City receiving water, wastewater and Municipal Solid Waste Disposal Services from the City.

B. Inventory and maintain a listing of all equipment of the Water and Wastewater System including manufacturers' model and serial numbers, motor frame numbers and other such data as required to provide relevant information for the scheduled maintenance and repair or replacement of the equipment comprising the Water and Wastewater System.

4. Maintenance Scheduling. The City shall implement a Scheduled Maintenance Program for the Water and Wastewater System. The City shall ensure that Water and Wastewater System and equipment is maintained in the same fashion and with the same frequency as equipment owned and operated by the City or as may be required by TCEQ or other regulatory agency with jurisdiction, and not less than the manufacturer's recommended maintenance schedule. Because the District is under the continuing supervision of the TCEQ, City shall submit its Scheduled Maintenance Program to the District for comment prior to commencing operation and maintenance of the Water and Wastewater System under this Agreement.

5. 24 Hour Service. The City shall maintain 24-hour telephone and dispatch service with qualified personnel to respond to Customer problems, Water and Wastewater System equipment malfunctions within the District, and Municipal Solid Waste Disposal System issues in the same manner and fashion as for retail customers located within the City limits.

6. Automatic Telephone Alarm. The City shall monitor computer or automatic dialed telephone alarm systems at any of the facilities supporting the Water and Wastewater System within the District, that are installed and programmed to call the City's 24-hour telephone dispatch service. City shall notify the District of all alarm responses it makes to District facilities.

7. Employee Identification. The City's operating and maintenance employees shall be readily identifiable to Customers within the District by distinctive clothing and identification badges with a photograph of the employee of the City. Service vehicles shall have the City emblem prominently displayed.

8. Coordination with Consultants. The City shall coordinate with other consultants, such as attorneys, engineers, general managers, contractors, auditors, tax assessors, and financial advisors hired by the Developer and/or the District as necessary to maintain efficient operation of the Water and Wastewater System, and the City shall attend all meetings of the District during the pendency of the Agreement in that regard.

9. Inquiries and Correspondence. The City shall respond to inquiries or correspondence from governmental or regulatory authorities and the District's directors, Customers or consultants in a prompt, professional manner.

10. District Meetings. The District shall provide the City with a copy of the District's meeting agenda and any related materials at least seven (7) days prior to the meeting. Upon receipt of the agenda, the City will contact the District's engineer to determine if a representative of the City needs to attend the meeting. A City representative shall attend any District meeting that has an agenda relating to the services provided under this Agreement or if requested to do so by the District's engineer or the President of the District's Board of Directors. The City representative will have direct knowledge of the District's on-going operations or agenda items as appropriate.

11. Customer Relations. The City shall render reasonable assistance in the promotion of good relations with the Customers located within the District and act in the same manner as if providing service to retail customers located within the City limits.

ARTICLE III. WHOLESALE WATER SERVICE

Wholesale water service to the District shall be provided by the Wholesale Water Supplier. The District shall collect all Capital Recovery Fees, inspection, and connection fees due at closing of the purchase of a lot by the builder under the wholesale contracts and shall pay those fees to the Wholesale Water Supplier, as applicable. The City may verify that all such fees have been paid prior to connecting a Customer or Customers. All other fees and amounts due for water service shall be paid by the Customer to the City pursuant to Article VIII.

ARTICLE IV. WHOLESALE WASTEWATER SERVICE

Wholesale wastewater service to the District shall be provided by the City pursuant to that certain "Wholesale Wastewater Contract" between the City and the District. The City shall collect from builders all Capital Recovery Fees, inspection, and connection fees associated with the provision of wastewater service due at closing and shall pay those fees to the City. All other fees and amounts due for wastewater service shall be paid by the Customer to the City pursuant to Article VIII.

ARTICLE V.
WATER AND WASTEWATER MANAGEMENT SERVICES

1. Water and Wastewater System Operations. The City shall provide: personnel, vehicles, hand tools, spare parts, and other equipment necessary for the operation of the Water and Wastewater System.
2. Meter Reading, Billing and Collection, Customer Deposits. The City shall read the Customer's water meters each month and bill the Customers at rates and fees set by the District. A Customer will be billed for wastewater service at rates set by the District. The City, the Developer and the District agree that the initial rates, charges and fees, including but not limited to the water and wastewater rates and the tap fees, charged to the Customers shall be those rates and fees listed in Exhibit A, attached and incorporated herein, which rates and fees may be adjusted from time to time in accordance with applicable federal or state law or applicable City ordinance or any applicable agreements entered into by the parties to this Agreement. The City shall collect all revenues arising from the rates, fees, and charges set by the District. The City is authorized to make adjustments to water bills for clerical errors, over or under registration of water meters, erroneous meter readings, and establishment of water usage during times when a meter has been inoperative and other similar adjustments. The City will resolve billing disputes with individual Customers consistent with its in-city procedure. The City shall collect and maintain security deposits on the District's behalf, and the District agrees that such deposits and interest earned thereon may be maintained in the City's accounts.
3. Water and Wastewater System Inspection. The City assumes the obligations and responsibilities for and shall at its own expense monitor daily, including weekends and holidays as required by state regulations, the District's Water and Wastewater System, including but not limited to any lift stations and equipment. City employees, whenever they are within the District boundaries, shall monitor the Water and Wastewater System in order to observe condition of fire hydrants, leaks, defects, damages and be alert for missing District equipment. The City shall be responsible for resolving issues relating to damage to the Water and Wastewater System with the cooperation of the District.
4. Daily Preventative Maintenance. The City assumes the obligations and responsibilities for and shall provide at its own expense all personnel and equipment necessary for preventative maintenance tasks.
5. Bulk Chemicals. The City assumes the obligations and shall be responsible, at its own expense, for maintaining an adequate inventory of chlorine and other bulk chemicals required to operate the Water and Wastewater System.
6. Expendable Items. The City assumes the obligations and responsibilities for and shall, at the City's expense, replace those items expended in the daily operation of the Water and Wastewater System, including but not limited to brooms, mops, dip nets, rakes, shovels, trash cans, hoses, nozzles, padlocks, and other such items.
7. Monthly Operations Report. The City shall provide a monthly operations report to the District's attorneys at least ten days prior to the District's monthly board meeting. The City's obligation to provide a report to the Developer will cease once the Developer assigns its rights

and obligations under this Agreement to the District pursuant to Article XII, Paragraph 11 of this Agreement. Notwithstanding the foregoing, the monthly operation's report shall include the following information, or other information to which the parties can agree:

- A. Daily and monthly water flow data.
- B. The number of gallons of water purchased by the District and the number of gallons billed to District's customers and a written explanation of the resulting difference.
- C. Total number of service connections, water and wastewater.
- D. Records regarding equipment repairs and replacements.
- E. Abnormal changes in condition of the District's equipment, needed repairs and recommended schedules for the repair of such equipment.
- F. Insurance claims filed on behalf of the District with the concurrence of the District.
- G. Regular billing and collection reports including cash receipts, billings and receivables.
- H. Delinquent customer reports, including information on termination of water service and protests or appeals made by customers.
- I. Summary of meters installed, inspections performed and fees collected.
- J. Damage to the Water and Wastewater System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or other entity, the City shall use its best efforts to identify the party responsible for such damage, including administrative costs thereof, and include such information in the monthly report. The District will assess and collect the cost of repairs from the responsible party and remit to City.
- K. Statistics relating to overall Water and Wastewater System operations, as appropriate.
- L. Operations and maintenance cost data.
- M. Information and reports as may be required for audit of the District's accounts.

8. Regulatory Reports. The City assumes the obligations and shall prepare and submit reports and other documents required by regulatory authorities for the District. The City shall include copies of all reports submitted to regulatory authorities relating to the District in the monthly operations reports, and use good faith efforts to provide the District the opportunity to review any reports related to pending enforcement actions prior to its submittal to the appropriate regulatory authority.

9. Regulatory Inspections. The City shall advise the District of inspections of the Water and Wastewater System by regulatory authorities. The City shall schedule regulatory inspections to

provide an opportunity for a representative of the District, such as the District Engineer, to attend such inspections.

ARTICLE VI. INSTALLATION AND INSPECTION SERVICES

1. General. All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable city, county, state or federal codes. All installation and inspection fees shall be collected from the Customers in advance of initiation of water or wastewater service at rates set by the District. The City shall maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed.
2. Residential Meters. Residential, 5/8 inch, water meter sets made to a visible curb stop set near ground level will be installed at rates set by the District. Non-standard residential water meter sets, including location buried curb stops, will be installed by the City at rates set by the District.
3. Commercial Meters. Commercial meter tie-ins will be made by the City at rates set by the District.
4. Water Tap Inspections. Inspection of water taps and service lines will be made as necessary at no cost to the District but subject to a fee for inspections, said fee to be set by the District.
5. Sanitary Sewer Inspections. The City shall inspect each sanitary sewer connection to the District's Water and Wastewater System to assure compliance with the District's specifications and procedures when and as necessary, at no cost to the District but subject to the fee for inspections, said fee to be set by the District. The fee will be collected from the customer requesting service.
6. Other Inspections. The City shall perform other inspections as requested by Developer or requested or authorized by the District. Such inspections include, but are not limited to, grease traps, sample wells, cross connections or new facilities prior to acceptance by the District. The City may also participate in site inspections with the Developer and/or contractors prior to the start of building activity to assist in verifying the condition of the District's Water and Wastewater System. All such other inspections shall be subject to such fees set by the District.
7. All fees set by the District under this Article must be equal to or higher than the fees charged for such services to retail customers of the City.

ARTICLE VII. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

1. Maintenance. The City shall provide all personnel, tools, spare parts, and equipment necessary to perform maintenance on the District's facilities and equipment. Maintenance shall include, but not be limited to, the following:

- A. Maintenance or replacement of pumps, motors, valves and other equipment of facilities.
 - B. Calibration and servicing of instrumentation, control systems and other equipment.
 - C. Other maintenance as necessary, which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.
2. Repair. The City shall be solely responsible for and shall provide all personnel and equipment necessary to perform repairs on, and shall bear sole cost responsibility for repair of, meters, lines, facilities, equipment, collection and distribution systems including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants, manhole repairs, and sewer line repair and cleaning, as needed. The City shall not, however, bear cost responsibility for initial repair of any equipment or facilities identified by the City as in need of repair on the date of assumption of repair responsibility pursuant to the terms of this Agreement. The District will assign contractors' warranties to the City, and the City will cause repairs to be made under the terms of the warranty. Subsequent to acceptance of facilities by the City, the City shall be responsible for all repairs or replacement of same.
3. Replacement. The City shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the District for any guarantees or warranties offered by others in connection with such equipment or facilities.
4. Emergency Response. The City shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, 365 days per year. Emergencies shall include, without limitation, water leaks, water line breaks, loss of water pressure, degradation of water quality occurring within the water supply system, and blockage in the sewage collection system. Additionally, the City shall undertake reasonable efforts to respond to requests by the District or its representatives or insistent residents.
5. Materials and Supplies. The cost of all materials and supplies used to provide services under this Agreement shall be borne solely by the City.

ARTICLE VIII. COLLECTION, PAYMENT, AND REMITTANCE

The City and the District agree that City's compensation for water and wastewater operation, maintenance and management services provided by the City, shall be equal to those amounts shown due to the City in Exhibit A, which rates and fees may be adjusted from time to time by mutual agreement of the City and the District. The City and the District also agree that District's MUD Administration Fees shall be satisfied from the revenues collected by the City from the District's Customers for water and wastewater services. All fees and charges assessed to the District's water and wastewater Customers by the City shall be set by the District to recover the costs of operating the District, operating and maintaining District facilities, obtaining wholesale water and sewer service, and adequately compensating the City for services provided under this Agreement. No additional charges, fees or the like shall be assessed against Developer or the District for such services. The City shall collect all revenues arising from rates set by the District, pay all expenses arising from the services provided under this Agreement, including

amounts set by the District to compensate the City, and remit any remainder to the District, including but not limited to the MUD Administration Fees, within thirty (30) days of collection by the City. Notwithstanding any provision in this Article or any other provision in this Agreement, the City shall not be obligated to collect increased rates or pay the District for any increased rates unless and until the City receives written notice from the District of a rate increase. Notwithstanding any other provision in this Agreement, the District must increase the amount it charges on the City's behalf for wastewater impact fees within 30 days of adoption of an increased wastewater impact fee by the City and reimburse the City for any increase in the wastewater impact fee for which the District has not charged the rates set by the City within 60 days, provided the City properly follows the procedures for increasing its wastewater impact fee as set forth in Chapter 395 of the Local Government Code and applicable state law and City ordinances.

ARTICLE IX.

INCREASES IN RATES DUE TO MANVILLE WATER SUPPLY CORPORATION

The District shall increase rates within 30 days following an increase in rates by the Wholesale Water Supplier to ensure that the City does not have to pay for the cost of providing water to District customers under this Agreement. The District shall also reimburse City as soon as possible, and no later than 60 days following a rate increase by the Wholesale Water Supplier for any costs incurred by the City as a result of the rate increase by the Wholesale Water Supplier prior to the District raising rates. If the Wholesale Water Supplier charges any fee or cost without designating such a fee or cost a rate increase, the District agrees to repay the City for such costs within 60 days. No additional charges, fees or the like shall be assessed against Developer or the District for such services. The City shall collect all revenues arising from rates set by the District, pay all expenses arising from the services provided under this Agreement, including amounts set by the District to compensate the City, and remit any remainder to the District, within 30 days of collection by the City.

ARTICLE X.

INCREASES IN RATES DUE TO CITY WHOLESALE WASTEWATER SERVICE

The District shall increase rates within thirty (30) days of being notified of an increase in rates by the Wholesale Wastewater Supplier to ensure that the City does not have to pay for the cost of providing wholesale wastewater to District customers under this Agreement. The District shall also reimburse the City as soon as possible, and no later than sixty (60) days following a wholesale wastewater rate increase for any costs incurred by the City as a result of the rate increase prior to the District raising rates. The City shall collect all revenues arising from rates set by the District, pay all expenses arising from the services provided under this Agreement, including amounts set by the District to compensate the City, and remit any remainder to the District, within 30 days of collection by the City.

ARTICLE XI.

MUNICIPAL SOLID WASTE DISPOSAL SERVICES

The City shall be the sole and exclusive provider of Municipal Solid Waste Disposal Services to properties and residents located within the boundaries of the District. If the City does not provide Municipal Solid Waste Disposal Services to properties and residents located within the boundaries of the District, Developer may make available Municipal Solid Waste Disposal Services of Developer's choosing. The City shall bill such customers directly and contract

directly with a Municipal Solid Waste Disposal Services provider to carry out its duties under this Article. The City shall provide Municipal Solid Waste Disposal Services under this Agreement at a level of service that is the same as the services provided to customers that live within the City limits, and shall ensure that the Municipal Solid Waste Disposal Services meet the requirements of the Recycling and Solid Waste Disposal Services Agreement between the City and IESI Corporation. Charges by the City to customers located within the District shall be equal to the retail rates for customers within the City plus an administrative fee that may be charged by the City and applicable sales tax. The City's additional administration fee allows the City to recoup its costs in administering such services within the District and may not exceed \$2.00 per account per month.

ARTICLE XII. MISCELLANEOUS PROVISIONS

1. Responsibilities.

A. City Responsibilities. The City shall exercise a reasonable degree of care and diligence in the operation and maintenance of the Water and Wastewater System and Municipal Solid Waste Disposal Services in conformity with applicable laws, rules and regulations.

B. District Responsibilities. The District represents that the Water and Wastewater System shall be in good working order, will not contain any known defective equipment or facilities, shall be suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The District shall provide:

- i. All utilities and facilities necessary to commence operation of the Water and Wastewater System in a manner required to meet applicable regulations.
- ii. A complete set of record drawings of the Water and Wastewater System and any other information for the administration of the Water and Wastewater System.

2. Relationship of the District and the City. The City shall serve in the capacity of an independent contractor for the District during the period of this Agreement.

3. Insurance.

A. The City shall at all times during the effectiveness of the Agreement maintain in full force and effect Liability and Worker's Compensation Insurance covering the City's performance under this Agreement. All insurance shall be provided by insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the City agrees to furnish the District and Developer Certificates of Insurance or other evidence satisfactory to the District to the effect that such insurance has been procured and is in force. The City shall carry the following types of insurance in at least the limits specified below.

<u>Coverage's</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employers' Liability	\$500,000.00
Bodily Injury Liability	\$500,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$500,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$500,000.00 each person \$1,000,000.00 each occurrence
Automobile Property	\$250,000.00 each occurrence Damage Liability
Excess Umbrella Liability	\$2,000,000.00 each occurrence

B. The District shall carry insurance in amounts adequate to cover the costs of repair or replacement of District facilities.

4. Indemnity. To the extent allowed by law, the City shall indemnify and save harmless the District, and the Developer and/or its assignees, and its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limitation, any claim and damages arising from strict liability imposed in the District by statute, regulations, or common law, and all expenses of litigation, court costs, or attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts of City, its agents or employees, in the execution or performance of this Agreement. The liability that is assumed by City under the terms of this Paragraph shall not exceed the sum of \$2,000,000.00 per occurrence which sum is the amount of liability insurance coverage required to be carried by City pursuant to this Agreement or maximum liability allowed by law, whichever is less. The City's duty to indemnify the Developer under this paragraph shall end when the Developer assigns its rights and obligations under the Agreement to the District pursuant to Article XII, Paragraph 11 of this Agreement.

5. Force Majeure. In the event that the City or the District is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

6. Full Compensation. The compensation to be paid to the City herein is inclusive of any tax, assessment, or other charge which may be imposed upon the City by any governmental authority as a result of performing its obligations pursuant to this Agreement.
7. Applicable Law. Venue and jurisdiction of any suit, right or cause of action arising under, or in connection with this Agreement shall lie exclusively in Travis County, Texas.
8. Notice. Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for whom intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.
9. Term of Agreement. This Agreement shall take effect when executed by the City and District and shall continue in force until the time that the land within the District has been annexed by the City, at which time this Agreement shall be terminated by mutual agreement of the parties, or unless terminated earlier as provided in this Agreement. Unless either party gives written notice of its election to terminate this Agreement at least 180 days prior to the end of any three-year period, this Agreement shall automatically be renewed for an additional three-year period at the expiration of each period.
10. Rights to the Developer. The rights, privileges and benefits of this Agreement inure to the benefit of the Developer and may be enforced by Developer without limitation until the Developer is required to assign its rights and obligations under this Agreement pursuant to Article XII, Paragraph 11 of this Agreement..
11. Assignment. The Developer shall assign its rights under this Agreement to the District after such time that the District has fully reimbursed the Developer for the all costs and expenses associated with the Water and Wastewater System and the Developer has conveyed all of its interest in the Water and Wastewater System to the District for operation and maintenance. This Agreement may be assigned by the Developer to an entity to be created for the purpose of development of the land within the District and/or to a municipal utility district or water control and improvement district created for the purpose of providing water, wastewater, drainage services and recreational facilities to the land within the District. This Agreement may not be otherwise assigned without consent of the District and the City.
12. No Additional Waiver Implied. The failure of any party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of the Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by any other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.
13. Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change or modification only with the mutual written consent of the parties hereto or their successors and assigns.
14. Captions. The captions appearing at the first of each numbered section in this Agreement are included solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provision hereof, or in connection with the duties, obligations or liabilities of the respective parties hereto or in ascertaining intent. if any question of intent should arise.

15. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall be not affected thereby.

16. Construction of Agreement. The parties agree that this Agreement shall not be construed in favor of or against any party on the basis that the party did or did not author this Agreement.

17. Other Instruments. The parties hereto covenant and agree that they shall take such further actions, and shall execute and deliver such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

18. Conflict Among Agreements. In the event a conflict is determined to exist between the terms and conditions of the Consent Agreement and this Agreement, the parties agree that the language of the Consent Agreement shall be controlling.

19. Termination. This Agreement shall be terminated at the time the land within the District has been annexed by the City of Pflugerville, at which time this Agreement shall be terminated by mutual agreement of the parties to the Agreement. Additionally, this Agreement may be terminated by the District if the City has failed to adequately operate and maintain the District's Water and Wastewater System pursuant to the terms and conditions of this Agreement; provided, however, that this right of termination may be enforced only after written notice has been given to the City of such failure and a reasonable opportunity is given to the City to cure the deficient performance, which in no event shall be less than ninety (90) days from the date of the notice.

20. Binding Effect; Counterparts and Facsimile Signatures. This Agreement shall be binding upon and shall inure to the benefit of the City, the Developer and the District and their respective heirs, successors, assigns, and legal representatives. This Agreement may be signed in multiple counterparts which, when taken together, will be deemed a single binding document. Facsimile signatures will be enforceable and binding in the same manner as an original signature.

[Signatures appear on the following page]

EXECUTED in multiple copies, each of which shall constitute an original, on the dates set forth below:

CITY OF PFLUGERVILLE, TEXAS

By: David Brigg
David Brigg, City Manager

Date: May 15, 2007

ATTEST:

Karen Thompson

Lakeside Municipal Utility District No. 3

By: Tom Corbett

Its: President, Board of Directors

Date: May 9, 2007

ATTEST:

ATMEL

DEVELOPER

The Commons at Rowe Lane, L.P.,
a Texas limited partnership

By: Rowe Commons Corporation,
a Texas corporation, its General Partner

By: [Signature]

Exhibit A

**ORDER AMENDING AND RE-ESTABLISHING WATER AND WASTEWATER
SERVICE RATES, CHARGES AND TAP FEES, AND ADOPTING GENERAL
POLICIES WITH RESPECT TO THE DISTRICT'S WATER, WASTEWATER
AND DRAINAGE SYSTEMS**

(February 15, 2007)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, pursuant to Section 49.212, Texas Water Code, the Board of Directors (the "Board") of Lakeside Municipal Utility District No. 3 (the "District") is authorized to adopt and enforce all necessary rates, charges, fees and deposits for providing District facilities or services.

IT IS, THEREFORE, ORDERED BY THE BOARD OF DIRECTORS of Lakeside Municipal Utility District No. 3 as follows:

I. General Policies.

A. Definitions. For purposes of this Order, the following terms shall have the meanings indicated:

1. "Commission" shall mean the Texas Commission on Environmental Quality or its successor agency.

2. "Connection" shall mean and refer to each residential unit occupied by a separate family, including separate apartments located within a single building, and each business unit occupied by a separate business, including separate establishments within a single building.

3. "District's operator" shall mean and refer to the City of Pflugerville, Texas.

4. "Fee Unit" shall mean a single unit of service as defined by continuous duty maximum flow rate in gallons per minute for a 5/8" water meter using American Water Works Association C700-C703 standards. The number of fee units shall be determined by the size and type of the water meter purchased for the property as follows:

<u>Meter Size</u>	<u>Fee Units</u>
5/8" simple	1
3/4" simple	1.5
1" simple	2.5
1 1/2" simple	5
2" simple	8

4. "Rules" shall mean and refer to such rules and regulations as the District may adopt pursuant to Sections 49.212 and 54.205, Texas Water Code.

5. "Systems" shall mean and refer to the District's water, wastewater and drainage systems.

B. All Services Required. Except as otherwise expressly authorized in the Rules, no service shall be provided by and through the District's System unless the applicant agrees to take both water and wastewater service.

C. All Services Charged. At no time shall the District render water and/or sewer services without charge to any person, firm, corporation, organization or entity.

D. Other Utilities. Prior to installing underground cables in the area of District water supply and sanitary sewer collection lines, representatives of utility companies shall meet with the District's operator to file such companies' construction plans and schedules and to review the engineering plans illustrating the location of the District's lines.

E. Review of Utility and Drainage Construction Plans. Any person desiring to install water and wastewater facilities to be connected to the District's utility system or drainage facilities shall obtain the approval of such plans by the District, upon recommendation of the District's Engineer, prior to construction. Prior to the District's Engineer's review of the plans the person requesting review shall make a deposit of \$500.00 with the District Engineer. The cost of review of the plans shall be on a time and materials basis. Should the estimated cost of such review exceed \$500.00, the District's Engineer and the person requesting review shall present the request for review of the plans to the Board of Directors for a determination of an adequate deposit.

II. Connections to the District's Systems.

A. Applications for Connections.

1. Any party desiring to make a connection to the District's Systems shall first make an application to the District's operator. All applications for service shall be made in accordance with the rules, regulations, and ordinances promulgated by the District's operator.

B. Payment of Fees. Any party desiring to make a connection to the District's water and wastewater system shall pay the appropriate water tap fee and/or sewer tap fee, administrative fees, and capacity fees. Tap fees and administrative fees shall be paid to the District in care of the District's operator at the time the application for such connection is made. Capacity fees shall be paid by the developer directly to the District's wholesale suppliers. No connection shall be made until such fees are paid.

C. Schedule of Connection Fees.

1. **Capacity Fee.** The developer of land within the District shall pay capacity fees directly to the District's wholesale service providers in the amounts required by the District's wholesale service agreements. The current capacity fee charges areas follows:

<u>Service</u>	<u>Wholesale Supplier</u>	<u>Capacity Fee</u>
Water	Manville Water Supply Corp.	\$2,600.00
Wastewater	City of Pflugerville	\$1,362.00

2. The District's administrative and tap fees for water connections shall be as follows:

<u>Meter Size</u>	<u>District Administrative Fee</u>	<u>Tap Fee</u>
All meters	\$300.00	\$50.00

The water tap fee includes the first inspection.

3. The District's administrative and tap fees for sanitary sewer shall be as follows:

<u>Service</u>	<u>District Administrative Fee</u>	<u>Tap Fee</u>
Residential	\$400.00	\$50.00
Commercial	\$1,000.00	\$100.00

The sanitary sewer tap fee includes the first inspection.

If more than one (1) inspection is required before a tap is approved by the District's operator, the fee for each additional inspection shall be \$50.00.

D. Security Deposit. Each customer must pay the security deposit set forth in this section, or replenish the deposit if the District draws upon it, when the customer initially applies for the service or when the customer applies to reinstate service that has been disconnected for non-payment of a bill. The amount of the security deposit is as follows:

<u>Meter Size</u>	<u>Security Deposit</u>
All sizes	\$125.00

Security deposits shall not be transferable to another party and shall be held by the District, or the District's representative, or agent, or operator to assure the prompt payment of all bills for water and wastewater services to the customer. The customer's deposit will be returned in full if the customer's account has not been delinquent for twelve (12) consecutive months; provided however, that the District may require the customer to replace the security deposit in the event the customer thereafter makes late payments for two (2) or more consecutive months. The customer's deposit will be returned, less any outstanding balance, within thirty (30) days from the date the customer's account is closed or transferred to another person. In no event shall the security deposit bear interest for the benefit of the customer.

E. **Additional Charges.** Any non-routine charges incurred by the District in connection with any tap and/or inspection shall be the responsibility of the applicant for such connection and shall be payable to the District upon demand. This includes charges incurred by the District under any agreement with the District's operator.

III. **Water and Wastewater Service.**

A. **Application for Service.** Any party desiring to receive service from the District's water or wastewater systems shall make an application for such service to the District's operator on the form used by the City of Pflugerville. All applications shall be made by the record owner or renter of the property for which service is being requested. Proof of residency shall be furnished to the District's operator upon request.

B. **Water and Sewer Service Rates.** The following rates and charges for the sale of water and the collection and disposal of sewage shall be in effect for residential customers, including multi-family and apartment, and commercial customers within the District from the effective date of this order.

1. **Monthly Water Rates.**

Monthly Base Charge

<u>Meter Size</u>	<u>Base Charge</u>	<u>Amount Due Pflugerville</u>	<u>Amount Due District</u>
5/8" simple	\$16.00	\$7.46	\$8.54
3/4" simple	\$16.00	\$7.46	\$8.54
1" simple	\$21.00	\$12.46	\$8.54
1-1/2" simple	\$33.16	\$24.62	\$8.54
2" simple	\$48.30	\$39.76	\$8.54

Volume Charge

<u>Usage</u>	<u>Charge</u>	<u>Amount Due Manville</u>	<u>Amount Due Pflugerville</u>	<u>Amount Due District</u>
(0 – 7,000 gallons)	\$3.90 per 1,000 gallons	\$3.25	\$0.45	\$0.20
(7,001 – 14,999 gal).	\$4.10 per 1,000 gallons	\$3.25	\$0.75	\$0.10
(15,000+ gallons)	\$4.80 per 1,000 gallons	\$3.25	\$1.50	\$0.05

2. Monthly Wastewater Rates Per Connection

<u>Base Rate</u>	<u>Amount Due</u> <u>Pflugerville</u>
\$40.00 per Fee Unit	\$40.00

3. Fire Hydrant Meter Fees.

Sale of water on a temporary basis from fire hydrants within the District shall be requested from the District's operator. A contractor that desires to obtain water for use during construction must request the developer to arrange for access to a hydrant. The developer must send a letter to the District's operator requesting that a meter be set at a particular hydrant. The developer will be billed for the initial set up fee and on a monthly basis for usage thereafter. The final bill will contain a \$50.00 take down fee for the meter plus the monthly usage charge. A security deposit shall be paid to the District's operator at the time application is made for a fire hydrant meter in the amount of \$500.00. Such security deposit will be refunded to the applicant at the time the meter is returned in good working order less any amounts necessary to compensate for damage to the meter. The developer is responsible for payment of all amounts due for temporary water service. While the developer may or may not seek reimbursement from contractors, the developer will nevertheless be obligated to pay for water taken from a meter set at the developer's request.

4. The District shall charge each customer any regulatory assessment required by the Commission.

C. Special Charges. The District will charge each of the following charges for service calls and delinquent bills:

1. Connect initial utility service (not including tap or capacity fees) - No Charge.
2. Move existing customer's service from one location to another within the District - \$25.00.
3. Disconnect service for non-payment of bills - \$25.00.
4. Reinstate service that was disconnected - \$25.00.

IV. Solid Waste Collection.

The District shall bill each customer monthly in the amount of \$15.89 for once a week solid waste collection.

V. Delinquent Accounts.

A. The District shall bill each customer monthly for all services rendered in the preceding month. All bills shall be due on the due date as specified on the bills and shall become delinquent if not paid as set forth on the bills. The District's operator shall turn all overdue accounts over to a collection agency for appropriate action.

B. A late charge of ten percent (10%) of the amount of the bill shall be added for each monthly billing date the delinquent amount, including a delinquent stand-by fee, remains unpaid. If a bill remains delinquent for thirty (30) days, water service shall be discontinued in accordance with this paragraph. Prior to termination, the customer shall be notified of the amount due by letter sent by United States Mail, First Class. A delinquent bill renders the entire account delinquent and the entire account must be paid in full in order to avoid interruption of service.

C. Water service shall be discontinued in accordance with this paragraph for any account for which a check for payment has been dishonored by the financial institution. Prior to termination, the customer shall receive a three (3) day notice of such termination by the District's operator's placing the notice at the customer's service address. Payment by the customer who has presented a dishonored check shall be made by cash, money order or cashier's check. Personal checks will not be accepted.

D. The District reserves the right to institute suit for the collection of any amounts due and unpaid, together with interest thereon at the maximum legal rate and reasonable attorney's fees.

E. The District further reserves the right to charge a customer paying a bill with a check which is dishonored an amount established from time to time by the District's operator, which amount shall be based on the prevailing or usual charges made for dishonored checks and drafts by other vendors in the same general area as the District.

VI. Unauthorized Use of Water.

Any person, corporation or other entity, which takes or uses water without prior authorization of the District violates this Rate Order and shall be subject to a penalty of \$200.00 for each breach of this provision. Each day that a breach of this section continues shall be considered a separate breach. All water use, other than by grants of the District, will be through a meter provided to the user by the District. The District shall not allow use of District water or connection to the District's water system until all outstanding penalties assessed have been paid. This penalty shall be in addition to the other penalties provided by the laws of the State and to any other legal rights and remedies of the District as may be allowed by law. Board determination of a violation is required in order to levy a penalty and upon such determination, notice in writing shall be delivered to the person, corporation or entity held in violation providing said person the opportunity to appear before the Board and address the imposition of said penalty.

VII. Adoption of City of Pflugerville, Texas Rules, Regulations and Ordinances.

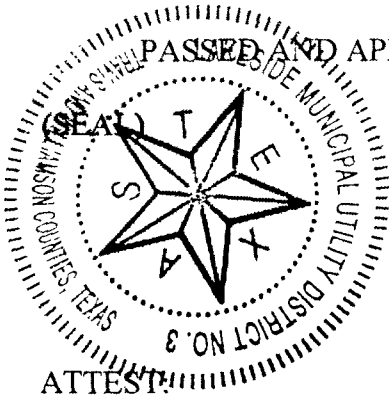
The District hereby adopts by reference, the rules, regulations and ordinances concerning water and wastewater service promulgated by the City of Pflugerville, Texas except to the extent such rules, regulations and ordinances are inconsistent with this Rate Order, and such rules, regulations and ordinances shall be applicable to water and wastewater service provided by the District.

VIII. Effective Date and Filing of Order.

The provisions of this Order shall be effective as of November 30, 2006.

The Secretary of the Board is hereby directed to file a copy of this Order in the principal office of the District.

PASSED AND APPROVED the 15th day of February, 2007.



Tom Corbett

Tom Corbett, President
Board of Directors

Turk McMurry

Turk McMurry, Secretary/Treasurer
Board of Directors

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTIES OF WILLIAMSON §
 AND TRAVIS §

The undersigned officer of the Board of Directors of Lakeside Municipal Utility District No. 3 hereby certifies as follows:

1. The Board of Directors of Lakeside Municipal Utility District No. 3 convened in a special meeting on the 15th day of February, 2007, at the offices of Gray-Jansing & Associates, Inc., 8217 Shoal Creek Blvd., Suite 200, Austin, Texas, and the roll was called of the duly constituted officers and members of the Board, to wit:

Tom Corbett	-	President
Michael Gold	-	Vice President
Turk McMurry	-	Secretary/Treasurer
Charles E. Gamble, II	-	Director
Randy Jones	-	Director

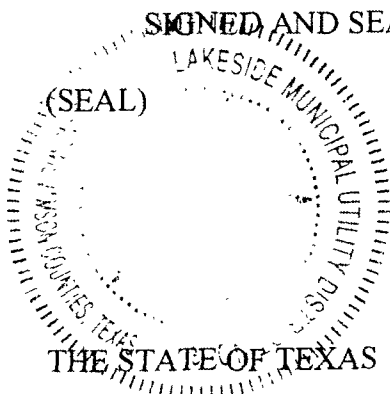
and all of said Directors were present, except Director Gamble, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting:

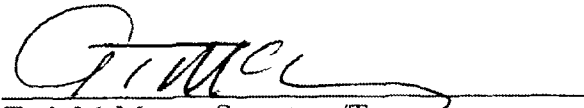
ORDER AMENDING AND RE-ESTABLISHING WATER AND WASTEWATER SERVICE RATES, CHARGES AND TAP FEES, AND ADOPTING GENERAL POLICIES WITH RESPECT TO THE DISTRICT'S WATER, WASTEWATER AND DRAINAGE SYSTEMS

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of the Order, prevailed and carried by majority of the Board.

2. A true, full and correct copy of the Order adopted at the meeting described in the above paragraph is attached to this certificate; the Order has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the Board as indicated therein, each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid meeting, and that the Order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place and subject to the meeting was given as required by Chapter 551 of the Government Code.

SIGNED AND SEALED this 15th day of February, 2007.

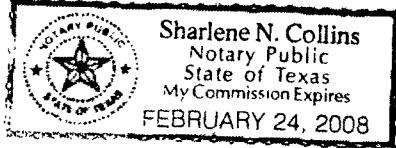



Turk McMurry, Secretary/Treasurer
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on February 15, 2007, by Turk McMurry, Secretary/Treasurer of the Board of Directors of Lakeside Municipal Utility District No. 3, on behalf of said District.

(Seal)




Notary Public Signature



REVISED LETTER AGREEMENT

February 5, 2007

Mr. Tom Corbett
c/o Armbrust & Brown
100 Congress Avenue
Suite 1300
Austin, Texas 78701-2744

Mr. Joe Straub
The Commons at Rowe Lane, L.P.
4408 Spicewood Springs
Austin, Texas 78759

RE: *Commons at Rowe Lane*

Dear Mr. Tom Corbett and Mr. Joe Straub:

As you know, the City of Pflugerville, Texas ("City"), the Lakeside Municipal Utility District No. 3 (the "District"), and the Commons at Rowe Lane L.P. (the "Developer")(collectively known as the "Parties") are finalizing the negotiations of the terms of the Professional Services Agreement between Lakeside Municipal Utility District No. 3, the City of Pflugerville, and the Commons at Rowe Lane, L.P. Concerning the Operation, Maintenance and Management of Water and Wastewater Facilities, and Municipal Solid Waste Services Within the Lakeside Municipal Utility District No. 3 (the "Professional Services Agreement") for the provision of water and wastewater services to the District which is serving a development in the City's extraterritorial jurisdiction that is popularly known as the Commons at Rowe Lane. The Parties entered into an interim letter agreement dated November 7, 2006 (the "Letter Agreement"). The purpose of this letter is to extend the deadline of the Letter Agreement to February 13, 2007, the date of the next scheduled meeting of the Pflugerville City Council (the "Revised Letter Agreement"). The Parties agree that the terms of the Professional Services Agreement have been negotiated and agreed to, and therefore the City agrees that it shall submit the Professional Services Agreement for execution and adoption by the Pflugerville City Council on February 13, 2007. The City further agrees that until such time that the Professional Services Agreement is adopted by the Pflugerville City Council, the City shall continue to issue building permits and, upon clearance of all building code requirements, issue Certificates of Occupancy to the builders when requested by the builders or the Developer for all structures for which building permits were obtained pursuant to the terms of the Letter Agreement. The Parties anticipate that the Professional Services Agreement will be adopted by the Pflugerville City Council on February 13, 2007, but in the event that such does not occur, the Parties agree that an agreement for the provision of water, wastewater, and municipal solid waste services must be made within ninety (90) days of the execution of this Revised Letter Agreement.

If you are in agreement with the terms contained in this Revised Letter Agreement, please execute both of the duplicate originals of this Revised Letter Agreement in the space provided below, and return one fully executed original to the City.

[Signatures appear on the following page]

www.cityofpflugerville.com

Mailing Address:
P.O. Box 589
Pflugerville, Texas 78691-0589

Street Address:
100 East Main Street
Suite 100
Pflugerville, Texas 78660

Tel: 512.251.3076
Fax: 512.251.5766



IN WITNESS WHEREOF, the parties have executed this Revised Letter Agreement on the respective dates of acknowledgment below, to be effective as of the date written above.

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: David Buesing
David Buesing, City Manager

AGREED AND ACCEPTED:

Joe Straub

AGREED AND ACCEPTED:

Tom Corbett

IN WITNESS WHEREOF, the parties have executed this Revised Letter Agreement on the respective dates of acknowledgment below, to be effective as of the date written above.

CITY OF PFLUGERVILLE,
a Texas home-rule municipality

By: _____
David Buesing, City Manager

AGREED AND ACCEPTED:


Joe Straub

AGREED AND ACCEPTED:


Tom Corbett

EXHIBIT H – TCEQ APPROVAL LETTERS

July 21, 2009

MR JOHN D HINES, P.E.
GRAY JANSING AND ASSOCIATES INC
8217 SHOAL CREEK BLVD STE 200
AUSTIN TX 78757-7592

Re: CITY OF PFLUGERVILLE - Public Water System I.D. #2270014
Proposed Distribution System - Commons at Row Lane, Phase 1(As-Built)
Engineer Contact Telephone: (512) 452-0371
Plan Review Log Number 200907-022
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

The as-built planning material received on May 18 and June 22, 2009, with your letter dated May 18, 2009 and a TCEQ Plan Review Submittal Form dated June 17, 2009 for the proposed distribution system improvements has been reviewed. The project generally meets the minimum requirements of the TCEQ=s Chapter '290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved** if the project meet dthe following requirements:

1. Specifications for this project state that the waterline construction shall be in accordance with standard specifications of the City of Pflugerville. Please note that TCEQ=s specifications for the location of waterlines as required in Title 30 TAC, 'Chapter 290.44(e) (Rules and Regulations for Public Water Systems) are minimum requirements. When conflicts are noted with local standards, the more stringent shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ=s "Rules and Regulations for Public Water Systems."
2. The system must maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions. ['290.44(d)]
3. Separation distances and encasement requirements for installations of potable water distribution lines and wastewater collection lines, wastewater force mains and other conveyances and appurtenances must conform to TCEQ=s Chapter '290 - Rules and Regulations for Public Water Systems (2008). ['290.44(e)]
4. A district may not provide services within an area for which a retail public utility holds a certificate of convenience and necessity or within the boundaries of another district without the district's consent, unless the district has a valid certificate of convenience and necessity to provide services to that area. ['291.101(c)]

MR JOHN D HINES, P.E.

Page 2

July 21, 2009

The submittal consisted of 53 sheets of engineering drawings. The approved project consists of:

- X 1,209 linear feet (l.f.) of 12-inch AWWA C900 DR14 PVC waterline;
- X 8,475 l.f. of 8-inch AWWA C900 DR14 PVC waterline;
- \$ 21 fire hydrants, valves, fittings and related appurtenances.

This approval is for the construction of the above listed items **only**. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment.

Please refer to the Utilities Technical Review Team's Log No. 200907-022 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.pdf

You can download the well construction and completion data checklists and the latest revision of Chapter 290 ARules and Regulations for Public Water Systems@ from this site:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

If you have any questions please contact me at (512)239-0405 or the Internet address: ADLAUGHLI@tceq.state.tx.us @ or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,

David D. Laughlin, P.E.
Utilities Technical Review Team
Water Supply Division MC-153
Texas Commission on Environmental Quality

DDL/as

cc: Lakeside MUD No. 3 - c/o Armbrust & Brown, 100 Congress Ave., Ste 1300, Austin, TX 78701

bcc: TCEQ Central Records PWS File #2270014
TCEQ Region No. 11 Office - Austin (w/approved materials)

Kathleen Hartnett White, *Chairman*
Larry R. Soward, *Commissioner*
H. S. Buddy Garcia, *Commissioner*
Glenn Shankle, *Executive Director*



PWS ID #2270014 CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 7, 2007

MR JOHN D HINES PE
GRAY JANSING & ASSOC INC
8217 SHOAL CREEK BLVD STE 200
AUSTIN TX 78757

Re: Lakeside MUD No. 3 - Public Water System I.D. #2270014
Proposed Distribution System-The Commons at Rowe Lane Phase 2
Engineer Contact Telephone: (512) 452-0371
Plan Review Log Number 200612-096
Travis County, Texas

CN600412985; RN101430064

Dear Mr Hines:

The planning material received on December 20, 2006, with your letter dated December 20, 2006 and the report accompanied by your May 10, 2007 letter received on June 4, 2007 for the proposed distribution system to serve The Commons at Rowe Lane Phase 2 been reviewed. The project generally meets the minimum requirements of the TCEQ's Chapter §290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction**.

The project must meet state minimum standards in absence of stricter or equivalent local requirements. It is the project engineer's responsibility to see that all *current* state requirements have been met in the design and installation of this project including the requirements stated below as they pertain to crossings with wastewater mains and laterals:

§290.44(e)(4)(B) New waterline installation - crossing lines.

*§290.44(e)(4)(B)(i) Where a new potable waterline crosses an existing, non-pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least **two feet** above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral is disturbed or shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.*

§290.44(e)(4)(B)(ii) Where a new potable waterline crosses an existing, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. If the existing wastewater main or lateral shows signs of leaking, it shall be replaced for at least nine feet in both directions (18 feet total) with at least 150 psi pressure rated pipe.

§290.44(e)(4)(B)(iii) Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and the standard pipe segment length of the wastewater main or lateral is at least 18 feet, one segment of the waterline pipe shall be centered over the wastewater main or lateral such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the centerline of the wastewater main or lateral. The potable waterline shall be at least two feet above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pipe stiffness of 115 psi at 5.0% deflection. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (vi) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.

§290.44(e)(4)(B)(iv) Where a new potable waterline crosses a new, non-pressure rated wastewater main or lateral and a standard length of the wastewater pipe is less than 18 feet in length, the potable water pipe segment shall be centered over the wastewater line. The materials and method of installation shall conform with one of the following options.

§290.44(e)(4)(B)(iv)(I) Within nine feet horizontally of either side of the waterline, the wastewater pipe and joints shall be constructed with pipe material having a minimum pressure rating of at least 150 psi. An absolute minimum vertical separation distance of two feet shall be provided. The wastewater main or lateral shall be located below the waterline.

§290.44(e)(4)(B)(iv)(II) All sections of wastewater main or lateral within nine feet horizontally of the waterline shall be encased in an 18-foot (or longer) section of pipe. Flexible encasing pipe shall have a minimum pipe stiffness of 115 psi at 5.0% deflection. The encasing pipe shall be centered on the waterline and shall be at least two nominal pipe diameters larger than the wastewater main or lateral. The space around the carrier pipe shall be supported at five-foot (or less) intervals with spacers or be filled to the springline with washed sand. Each end of the casing shall be sealed with watertight non-shrink cement grout or a manufactured watertight seal. An absolute minimum separation distance of six inches between the encasement pipe and the waterline shall be provided. The wastewater line shall be located below the waterline.

§290.44(e)(4)(B)(iv)(III) When a new waterline crosses under a wastewater main or lateral, the waterline shall be encased as described for wastewater mains or laterals in subclause (II) of this clause or constructed of ductile iron or steel pipe with mechanical or welded joints as appropriate. An absolute minimum separation distance of one foot between the waterline and the wastewater main or lateral shall be provided. Both the waterline and wastewater main or lateral must pass a pressure and leakage test as specified in AWWA C600 standards.

§290.44(e)(4)(B)(v) Where a new potable waterline crosses a new, pressure rated wastewater main or lateral, one segment of the waterline pipe shall be centered over the wastewater line such that the joints of the waterline pipe are equidistant and at least nine feet horizontally from the center line of the wastewater main or lateral. The potable waterline shall be at least six inches above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral. The wastewater pipe shall have a minimum pressure rating of at least 150 psi. The wastewater main or lateral shall be embedded in cement stabilized sand (see clause (vi) of this subparagraph) for the total length of one pipe segment plus 12 inches beyond the joint on each end.

§290.44(e)(4)(B)(vi) Where cement stabilized sand bedding is required, the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume (at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. The use of brown coloring in cement stabilized sand for wastewater main or lateral bedding is recommended for the identification of pressure rated wastewater mains during future construction.

These requirements as well as the criteria included in your letter of May 10, 2007 must be included in the engineering construction plans or specifications.

The submittal consisted of 66 sheets of engineering drawings and technical specifications. The approved project consists of:

- Approximately 5,750 l.f. of 8-inch AWWA C-900 PC 200 PVC waterline;
- Approximately 1,763 l.f. of 12-inch AWWA C-900 PC 200 PVC waterline; and
- Various fittings, valves and related appurtenances

This approval is for the construction of the above listed items only. The wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment.

Mr John D. Hines, PE

Page 4

June 7, 2007

An appointed engineer must notify the TCEQ's Region 11 Office at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the completed work is substantially according to the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. 200612-096 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/forms/10233.pdf>

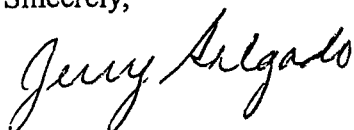
For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.pdf

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

If you have any questions please contact me at (512)239-6958 or the Internet address: "JSALGADO@tceq.state.tx.us" or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



Jerry Salgado, P.E.

Utilities Technical Review Team

Water Supply Division MC-153

JAS/al

cc: Lakeside MUD No. 3--Attn: Water System Official, P.O. Box 1190, Pflugerville, Texas 78691
TCEQ Central Records PWS File 2270014
TCEQ Region No. 11 Office - AUSTIN

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



PWSID #2270014 CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 31, 2009

MR JOHN D HINES, P.E.
GRAY JANSING AND ASSOCIATES INC
8217 SHOAL CREEK BLVD STE 200
AUSTIN TX 78757-7592

Re: CITY OF PFLUGERVILLE - Public Water System I.D. #2270014
Proposed Distribution System for Lakeside MUD No. 3 - Commons at Rowe Lane, Phase II-B
Engineer Contact Telephone: (512) 452-0371
Plan Review Log Number 200907-107
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

The planning material received on July 22, 2009, with your letter dated July 22, 2009 for the proposed distribution system improvements has been reviewed. The project generally meets the minimum requirements of the TCEQ=s Chapter '290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved** if the project meet the following requirements:

1. Specifications for this project state that the waterline construction shall be in accordance with standard specifications of the City of Pflugerville. Please note that TCEQ=s specifications for the location of waterlines as required in Title 30 TAC, 'Chapter 290.44(e) (Rules and Regulations for Public Water Systems) are minimum requirements. When conflicts are noted with local standards, the more stringent shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ=s "Rules and Regulations for Public Water Systems."
2. The system must maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions. ['290.44(d)]
3. Separation distances and encasement requirements for installations of potable water distribution lines and wastewater collection lines, wastewater force mains and other conveyances and appurtenances must conform to TCEQ=s Chapter '290 - Rules and Regulations for Public Water Systems (2008). ['290.44(e)]
4. A district may not provide services within an area for which a retail public utility holds a certificate of convenience and necessity or within the boundaries of another district without the district's consent, unless the district has a valid certificate of convenience and necessity to provide services to that area.['291.101(c)]

MR JOHN D HINES, P.E.

Page 2

July 31, 2009

The submittal consisted of 53 sheets of engineering drawings. The approved project consists of:

- 1,815 linear feet (l.f.) of 12-inch AWWA C900 DR14 PVC waterline;
- 2,566 l.f. of 8-inch AWWA C900 DR14 PVC waterline;
- 21 fire hydrants, valves, fittings and related appurtenances.

This approval is for the construction of the above listed items **only**. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment. Waterlines will be constructed primarily along Windmill Ranch Avenue, Stone Path Way, Mead Bend and Huckabee Bend. Construction will be according to the City of Pflugerville standard specifications.

Please refer to the Utilities Technical Review Team's Log No. 200907-107 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.pdf

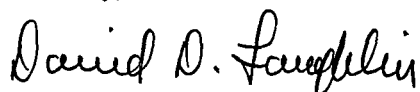
You can download the well construction and completion data checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

If you have any questions please contact me at (512)239-0405 or the Internet address:

"DLAUGHLI@tceq.state.tx.us @ or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



David D. Laughlin, P.E.
Utilities Technical Review Team
Water Supply Division MC-153
Texas Commission on Environmental Quality

DDL/AS

cc: Lakeside MUD No. 3 - c/o Armbrust & Brown, 100 Congress Ave., Ste 1300, Austin, TX 78701

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 16, 2011

Mr. John D. Hines, P.E.
Gray, Jansing and Associates, Inc.
8217 Shoal Creek Blvd., Ste. 200
Austin, TX 78757

Re: City of Pflugerville - Public Water System ID No. 2270014
Waterlines - The Commons at Rowe Lane Phase II-C
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No.: P-10042011-013
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On October 4, 2011, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated October 4, 2011 for the proposed waterlines. Based on our review, the project generally meets the minimum requirements of the TCEQ's Chapter 290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** if the project meets the following requirement(s):

- Waterline locations shall comply with Chapter 290.44(e) of the Rules with regard to separation distances from potential sources of contamination.

The submittal consisted of 28 sheets of engineering drawings and technical specifications. The approved project consists of:

- 1,399 linear feet of 8-inch American Water Works Association (AWWA) C900 CL200 polyvinyl chloride (PVC) pipe; and
- Various valves and fittings.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Mr. John D. Hines, P.E.

Page 2

November 16, 2011

Please refer to the Utilities Technical Review Team's Log No. P-10042011-013 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

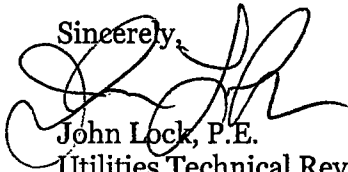
http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

If you have any questions please contact John Lock at (512)239-4710 or by email at "john.lock@tceq.texas.gov" or by correspondence at the following address:

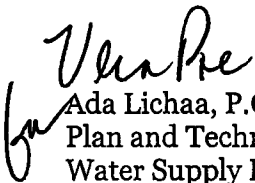
Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



John Lock, P.E.

Utilities Technical Review Team, MC-159
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

JL/av

cc: City of Pflugerville, P.O. Box 589 Pflugerville, TX 78691-0589
TCEQ Central Records PWS File 2270014
TCEQ Region No. 11 Office - Austin

Buddy Garcia, *Chairman*
Larry R. Soward, *Commissioner*
Bryan W. Shaw, Ph.D., *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



PWS ID #2270014 CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 5, 2008

MR JOHN D. HINES, PE
GRAY JANSING AND ASSOCIATES INC
8217 SHOAL CREEK BLVD STE 200
AUSTIN TX 78757

Re: City of Pflugerville - Public Water System I.D. #2270014
Proposed Water Distribution System--Commons at Rowe Lane Phase III
Engineer Contact Telephone: (512) 452-0371
Plan Review Log Number 200809-050
Travis County, Texas

CN600412985; RN101430064

Dear Mr Hines:

The planning material received on September 3, 2008, with your letter dated September 3, 2008 and the material received on October 7, 2008 with your letter of October 7, 2008 for the proposed distribution system to serve the Commons at Rowe Lane Phase III has been reviewed. The project generally meets the minimum requirements of the TCEQ's Chapter §290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** since the planning materials were prepared by a Texas Licensed Professional Engineer to be in substantial compliance with the requirements of 30 TAC Chapter 290. **It is the project engineer's responsibility to see that all state requirements have been met in the design and installation of this project.**

The submittal consisted of 48 sheets of engineering drawings and technical specifications. The approved project consists of:

- Approximately 3,373 l.f. of 8-inch AWWA C-900 PC 200 PVC waterline;
- Approximately 1,460 l.f. of 12-inch AWWA C-900 PC 200 PVC waterline; and
- Various fittings, valves and related appurtenances.

This approval is for the construction of the above listed items **only**. Any wastewater components contained in this design were not considered. The City of Pflugerville public water supply system provides water treatment.

An appointed engineer must notify the TCEQ's Region 11 Office at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed substantially in accordance with the plans and change orders on

Mr John D. Hines, PE
Page 2
November 5, 2008

file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. 200809-050 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.pdf

You can download the well construction and completion data checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

If you have any questions please contact me at (512)239-6958 or the Internet address: "JSALGADO@tceq.state.tx.us" or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



Jerry Salgado, P.E.
Utilities Technical Review Team
Water Supply Division MC-153
Texas Commission on Environmental Quality

JAS/ln

cc: City of Pflugerville--Attn: Tom Corbett, President, Lakeside MUD No. 3, 100 Congress Avenue, Suite 100, Austin, TX 78701

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



PWS ID #2270014 CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

April 16, 2010

MR JOHN D. HINES, PE
GRAY JANSING AND ASSOCIATES INC
8217 SHOAL CREEK BLVD STE 200
AUSTIN TX 78757

Re: City of Pflugerville - Public Water System I.D. #2270014
Proposed Water Distribution System--Commons at Rowe Lane Phases III-A and III-B
Engineer Contact Telephone: (512) 452-0371
Plan Review Log Number P-03112010-056
Travis County, Texas

CN600412985; RN101430064

Dear Mr Hines:

The planning material received on March 11, 2010 with your letter dated March 11, 2010 for the proposed distribution system to serve the Commons at Rowe Lane Phase III-A and Phase III-B has been reviewed. The project generally meets the minimum requirements of the TCEQ's Chapter §290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** since the planning materials were prepared by a Texas Licensed Professional Engineer to be in substantial compliance with the requirements of 30 TAC Chapter 290. **It is the project engineer's responsibility to see that all state requirements have been met in the design and installation of this project.** The project must meet TCEQ requirements in absence of stricter or equivalent local requirements for distribution systems.

The submittal consisted of 48 sheets of engineering drawings and technical specifications for the two phases. The approved project consists of:

- Approximately 3,373 l.f. of 8-inch AWWA C-900 PC 200 PVC waterline;
- Approximately 1,460 l.f. of 12-inch AWWA C-900 PC 200 PVC waterline; and
- Various fittings, valves and related appurtenances.

This approval is for the construction of the above listed items **only**. Any wastewater components related to this project not considered. The City of Pflugerville public water supply system provides water treatment.

An appointed engineer must notify the TCEQ's Region 11 Office at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the

Mr John D. Hines, PE
Page 2
April 16, 2010

engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed substantially in accordance with the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. P-03112010-056 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for future submittal to TCEQ for review of improvements to a Public Water System. Every blank on the form must be completed to minimize any delays in review of your project. The document is available on our WEB site at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

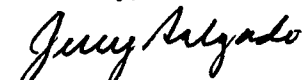
http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/planrev_list.pdf

You can download checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

If you have any questions please contact me at (512)239-6958 or the Internet address: "JSALGADO@tceq.state.tx.us" or if by correspondence, include MC 153 in the letterhead address below.

Sincerely,



Jerry Salgado, P.E.
Utilities Technical Review Team
Water Supply Division MC-153
Texas Commission on Environmental Quality

JAS/ln

cc: City of Pflugerville—Attn: Tom Corbett, President, Lakeside MUD No. 3, 100 Congress Avenue, Suite 100, Austin, TX 78701

Bryan W. Shaw, Ph.D., *Chairman*
Buddy Garcia, *Commissioner*
Carlos Rubinstein, *Commissioner*
Mark R. Vickery, P.G., *Executive Director*



PWS/2270014/CO
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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 16, 2011

Mr. John D. Hines, P.E.
Gray Jansing & Associates, Inc.
8217 Shoal Creek Boulevard Suite 200
Austin, Texas 78757

Re: City of Pflugerville - Public Water System ID No. 2270014
Commons at Rowe Lane Phase III-B
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No.: P-09192011-091
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On September 19, 2011, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated September 15, 2011 for the proposed water distribution improvements. Based on our review, the project generally meets the minimum requirements of the TCEQ's Chapter 290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

1. The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 Texas Administrative Code (TAC) §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use; $Q = LD(P)^{1/2}/148,000$ where Q is quantity makeup water in gallons per hour, L is length of pipe section being tested, in feet, D is nominal diameter of the pipe in inches, and P is average test pressure during the hydrostatic test in pounds per square inch (psi). Please include the updated formula in the specifications.

2. Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions as required in 30 TAC §290.44(a)(4). Please include the requirement in the specifications.
3. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required in 30 TAC §290.44(d). Please include the requirement in the specifications.
4. Each community public water system shall provide accurate metering devices at each residential, commercial, or industrial service connection for the accumulation of water usage data as required in 30 TAC §290.44(d)(4). Please include this requirement in the specifications.
5. Specifications for waterline and wastewater line separation distances must conform to the most recent adoption of 30 TAC §290.44(e). The engineer shall ensure that special attention is paid to separation distance requirements of 30 TAC §290.44(e) when a water line crosses under or above a sanitary sewer line. Example construction notes can be accessed on the TCEQ website at:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

On the crossing on page 17/38 of the engineering drawings, the waterline crosses underneath the wastewater line with a separation distance of 2 feet. As required in 30 TAC §290.44(e)(4)(B)(iv)(III), the waterline needs to be encased or made out of ductile iron or steel pipe. Please revise the engineering drawings.

6. New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service as required in 30 TAC §290.44(f)(3). Please include this requirement in the specifications.
7. Specifications for this plan submittal state that construction shall be in accordance with standard specifications of the City of Pflugerville and Travis County. Please note that TCEQ's specifications for location of waterlines as required in Title 30 TAC, §290.44(e) (Rules and Regulations for Public Water Systems) are minimum requirements. When conflicts are noted with local requirements, the more stringent requirement shall be required. Construction for public water systems must always, at a minimum, meet TCEQ's "Rules and Regulations for Public Water Systems".

Mr. John D. Hines, P.E.

Page 3

November 16, 2011

The submittal consisted of 38 sheets of engineering drawings and technical specifications. The approved project consists of:

- 1,460 linear feet (l.f.) of 12-inch, AWWA C-900 DR14 Class 200 PVC pipe;
- 1,026 l.f. of 8-inch, AWWA C-900 DR14 Class 200 PVC pipe; and
- Various valves, fittings, and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. P-09192011-091 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.state.tx.us/assets/public/permitting/watersupply/ud/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage at the following address:

http://www.tceq.state.tx.us/permitting/water_supply/ud/planrev.html

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

Mr. John D. Hines, P.E.

Page 4

November 16, 2011

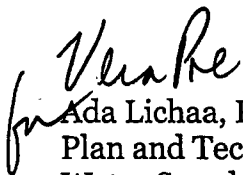
If you have any questions concerning this letter, please contact Ana Trejo at (512) 239-1467, by email at "Ana.Trejo@tceq.texas.gov" or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Deborah Helstrom, P.E.
Utilities Technical Review Team, MC-159
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

AT/av

cc: City of Pflugerville Attn: Sharlene Collins, c/o Armbrust Brown, 100 Congress
Avenue, Suite 100, Austin, Texas 78701
TCEQ Central Records PWS File 2270014
TCEQ Region No. 11 Office - Austin

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



PWS/ 2270014/CO

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 6, 2012

Mr. John D. Hines, P.E.
Gray and Associates, Inc.
8217 Shoal Creek Blvd. Suite 200
Austin, TX 78757

Re: City of Pflugerville - Public Water System ID No. 2270014
Proposed Commons at Rowe Lane Phase IV-A
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No.: P-06052012-015
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On June 5, 2012, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated June 5, 2012 for the proposed Commons at Rowe Lane Phase IV-A. Based on our review the project generally meets the minimum requirements of the TCEQ's Chapter 290 - Rules and Regulations for Public Water Systems and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

1. The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 Texas Administrative Code (TAC) §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use; $Q = LD(P)^{1/2}/148,000$ where Q is quantity makeup water in gallons per hour, L is length of pipe section being tested, in feet, D is nominal diameter of the pipe in inches, and P is average test pressure during the hydrostatic test in pounds per square inch (psi). Please include the updated formula in the specifications.
2. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required in 30 TAC §290.44(d). Please include the requirement in the specifications.

Mr. John D. Hines, P.E.

Page 2

August 6, 2012

3. New mains shall be thoroughly disinfected in accordance with AWWA Standard C651 and then flushed and sampled before being placed in service as required in 30 TAC §290.44(f)(3). Please include this requirement in the specifications.

The submittal consisted of 46 sheets of engineering drawings and technical specifications. The approved project consists of:

- 1,475 linear feet (l.f.) of 12-inch, AWWA C-900 Class 200 PVC pipe;
- 1,939 l.f. of 8-inch, AWWA C-900 Class 200 PVC pipe;
- Various valves, fittings, and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in §290.39(h)(3) of the Rules.

Please refer to the Utilities Technical Review Team's Log No. P-06052012-015 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.texas.gov/utilities/planrev.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage at the following address:

<http://www.tceq.texas.gov/utilities/planrev.html#status>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

Mr. John D. Hines, P.E.

Page 3

August 6, 2012

If you have any questions concerning this letter, please contact Thomas Herrera at (512) 239-1490, by email at "Thomas.Herrera@tceq.texas.gov" or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Vera Poe, P.E., Team Leader
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



for Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

TH/av

cc: City of Pflugerville, Attn: Sharlene Collins; 100 Congress Ave, Suite 100, Austin,
Texas 78701
TCEQ Central Records PWS File 2270014
TCEQ Region No. 11 Office - Austin

Bryan W. Shaw, Ph.D, P.E., *Chairman*
Toby Baker, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

July 28, 2015

Mr. John D. Hines, P.E.
Gray Engineering, Inc.
8834 North Capital of Texas Highway, Suite 140
Austin, TX 78759

Re: City of Pflugerville – Public Water System ID No. 2270014
Proposed Water Distribution System Improvements
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No. P-05282015-139
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On May 28, 2015, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated May 28, 2015 for the proposed water distribution system improvements. Based on our review, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 – Rules and Regulations for Public Water Systems and is **approved for construction**.

The submittal consisted of 50 sheets of engineering drawings and technical specifications. The approved project consists of:

- 894 linear feet (lf) of 12-inch polyvinyl chloride (PVC) American Water Works Association (AWWA) Standard C-900 Class 200 waterline;
- 1,606 lf of 8-inch PVC AWWA C-900 Class 200 waterline; and
- Various valves, fittings, and related appurtenances

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

The project is located east of Texas Highway 130, in between Country Road 138 and Rowe Lane, in Travis County, Texas.

An appointed engineer must notify the TCEQ's Region 11 Office in Austin at (512) 339-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).

Mr. John D. Hines, P.E.
Page 2
July 28, 2015

Please refer to the Utilities Technical Review Team's Log No. **P-05282015-139** in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

You can download most of the well construction checklists and the latest revision of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems from this site.

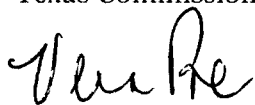
If you have any questions concerning this letter or need further assistance, please contact Mr. Andrew Powell at (512) 239-1490 or by email at andrew.powell@tceq.texas.gov or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



for
Craig A. Stowell, P.E.
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Vera Poe, P.E., Team Leader
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

VP/CAS/ap/av

cc: City of Pflugerville, Attn: Honorable Mayor Jeff Coleman, P.O. Box 589, Pflugerville, TX 78691-0589

Bryan W. Shaw, Ph.D, P.E., *Chairman*
Toby Baker, *Commissioner*
Zak Covar, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*



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Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

January 21, 2014

Mr. John D. Hines, P.E.
Gray Engineering
8834 North Capital of Texas Highway, Suite 140
Austin, TX 78759

Re: City of Pflugerville - Public Water System ID No. 2270014
Proposed Commons at Rowe Lane Phase V-A Water and Wastewater Improvements
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No.: P-11202013-102
Travis County

CN600412985; RN101430064

Dear Mr. Hines:

On November 20, 2013, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated November 20, 2013 for the Proposed Commons at Rowe Lane Phase V-A water and wastewater improvements. Based on our review the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

1. The hydrostatic leakage rate for Polyvinyl Chloride Pipe (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) Standard C-605 as required in Title 30 of the Texas Administrative Code §290.44(a)(5). Please ensure that the formula for this calculation is correct and the most current formula is in use; $Q = LD(P)^{1/2}/148,000$ where Q is the quantity of makeup water in gallons per hour, L is the length of pipe section being tested, in feet, D is the nominal diameter of the pipe in inches, and P is the average test pressure during the hydrostatic test in pounds per square inch. Please note this criteria into the specifications.
2. Projects constructed on or after January 1, 2014 must comply with changes to the Safe Drinking Water Act that reduce the maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures to 0.25 percent. Please incorporate this note on the plans.

3. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required by 30 TAC §290.44(d).
4. Specifications for waterline and wastewater line separation distance must meet Title 30 TAC §290.44(e).

The submittal consisted of 41 sheets of engineering drawings and technical specifications. The approved project consists of:

- Approximately 2610 linear feet (lf) of 8-inch diameter, AWWA C-900 Standard, Class 200, polyvinyl chloride (PVC) waterline pipe;
- Various valves, fittings and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The project is located near the intersection of Rowe Lane and Rolling Meadows and lies on the boundary between Travis County and Williamson County, Texas.

The City of Pflugerville public water supply system provides water treatment for the system.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in Title 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. P-11202013-102 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.texas.gov/utilities/planrev.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<http://www.tceq.texas.gov/utilities/planrev.html#status>

Mr. John D. Hines, P.E

Page 3

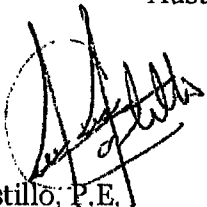
January 21, 2014

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

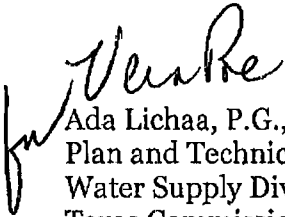
If you have any questions please contact Mr. Abraham Van Vleck, EIT at (512)239-1467 or by email at "abraham.van-vleck@tceq.texas.gov" or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Jose J. Castillo, P.E.
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

vp/jjc/avv/av

cc: City of Pflugerville, Attn: Jeff Coleman, P.O. Box 589 Pflugerville, TX 78691-0589



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

August 12, 2015

Mr. John D. Hines, P.E.
Gray Engineering, Inc.
8834 North Capital of Texas Hwy
Austin, TX 78759

Re: City of Pflugerville - Public Water System ID No. 2270014
Proposed Distribution System for The Commons at Rowe Lane Phase V-B
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No. P-06172015-102
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On June 17, 2015, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated June 17, 2015 for the proposed distribution system for the Commons at Rowe Lane Phase V-B. Based on our review, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 – Rules and Regulations for Public Water Systems and is **approved for construction**.

The submittal consisted of 45 sheets of engineering drawings and technical specifications. The approved project consists of:

- Approximately 2,646 linear feet (lf) of 8-inch dimension ratio (DR) 18 American Water Works Association (AWWA) Standard C900 polyvinyl chloride (PVC) waterlines;
- Approximately 689 lf of 12-inch DR 18 AWWA Standard C900 PVC waterlines; and
- Various related appurtenances

Mr. John D. Hines, P.E.

Page 2

August 12, 2015

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

The proposed project will be located in the area north of Fresh Spring Road and south of County Road 135 in Travis County, Texas.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start.

Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. **P-06172015-102** in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

For your convenience we have provided the enclosed "TCEQ Water Distribution System General Construction Notes" to assist you in addressing the regulations point by point on the plans and in the specifications. Including these notes on your plans can facilitate your project's review by addressing common review comments. The document is also available on our website at the address shown below.

http://www.tceq.texas.gov/assets/public/permitting/watersupply/ud/dist_const.pdf

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.texas.gov/assets/public/permitting/watersupply/ud/forms/10233.pdf>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<http://www.tceq.texas.gov/drinkingwater/planrev.html>

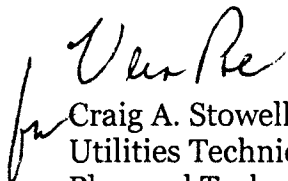
You can download most of the well construction checklists and the latest revision of 30 TAC Chapter 290 – Rules and Regulations for Public Water Systems from this site.

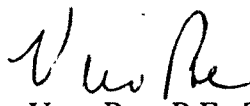
Mr. John D. Hines, P.E.
Page 3
August 12, 2015

If you have any questions concerning this letter or need further assistance please contact Mr. Gunnar Dubke at (512) 239-1480 or by email at gunnar.dubke@tceq.texas.gov or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,


Craig A. Stowell, P.E.
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality


Vera Poe, P.E., Team Leader
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

VP/CAS/gd/av

Enclosure: TCEQ Water Distribution System General Construction Notes

cc: City of Pflugerville, Attn: Mr. Kevin Flahive, Attorney, P.O. Box 589, Pflugerville,
TX 78691-0589



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 14, 2014

Mr. John D. Hines, P.E.
Gray Engineering, Inc.
8834 N. Capital of Texas Hwy., Ste 140,
Austin, TX 78759

Re: City of Pflugerville - Public Water System ID No. 2270014
Proposed Water Distribution System-Commons At Rowe Lane Phase VI-A
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No.: P-06122014-079
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On June 12, 2014, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated June 12, 2014 for the proposed water distribution system for The Commons at Rowe Lane Phase VI-A. Based on our review the project generally meets the minimum requirements of the Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

1. Projects constructed on or after January 1, 2014 must comply with changes to the Safe Drinking Water Act that reduce the maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures to 0.25 percent. Please incorporate this note on the plans.
2. The hydrostatic leakage rate for Polyvinyl Chloride Pipe (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) Standard C-605 as required in Title 30 of the Texas Administrative Code §290.44(a)(5). Please ensure that the formula for this calculation is correct and the most current formula is in use; $Q = LD(P)^{1/2}/148,000$ where Q is the quantity of makeup water in gallons per hour, L is the length of pipe section being tested, in feet, D is the nominal diameter of the pipe in inches, and P is the average test pressure during the hydrostatic test in pounds per square inch. Please note these criteria into the specifications.

3. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required by 30 TAC §290.44(d).
4. Water lines tend to create air locks when changes in elevation occur. Please install air release devices in the distribution system at all points where topography or other factors may create air lock in the lines. Pursuant to TAC §290.44(d)(1), air release devices shall be installed in such a manner as to preclude the possibility of submergence or possible entrance of contaminants. In this respect, all openings to the atmosphere shall be covered with 16-mesh or finer, corrosion-resistant screening material or an acceptable equivalent.
5. For waterline crossings with wastewater lines that require cement stabilized sand, TAC §290.44(e)(4)(B)(vi) states the cement stabilized sand shall have a minimum of 10% cement per cubic yard of cement stabilized sand mixture, based on loose dry weight volume (at least 2.5 bags of cement per cubic yard of mixture). The cement stabilized sand bedding shall be a minimum of six inches above and four inches below the wastewater main or lateral. Please incorporate this note on the plans.

The submittal consisted of 40 sheets of engineering drawings and technical specifications. The approved project consists of:

- 2,400 linear feet of 12-inch diameter, AWWA Standard C-900, Class 200, polyvinyl chloride (PVC) waterline pipe;
- Various valves, fittings, fire hydrant assemblies and appurtenances;

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment for the system.

This project is located south of County Road 138, east of Greenridge Drive, in the City of Pflugerville, Texas.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in Title 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. P-06122014-079 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Mr. John D. Hines, P.E.

Page 3

August 14, 2014

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.texas.gov/utilities/planrev.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

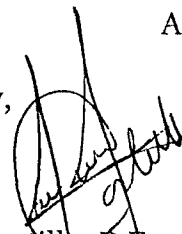
<http://www.tceq.texas.gov/utilities/planrev.html#status>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

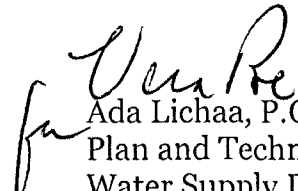
If you have any questions please contact Mr. Mudeer Habeeb at (512) 239-4648 or by email at "mudeer.habeeb@tceq.texas.gov" or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Jose J. Castillo, P.E.
Utilities Technical Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

vp/jjc/mh/av

cc: City of Pflugerville, Attn: Mr. Jeff Coleman, P.O. Box 589, Pflugerville, TX
78691-0589



Texas Commission on Environmental Quality

Protecting Texas by Reducing and Preventing Pollution

August 6, 2018

Mr. Jason Reece, P.E.
Gray Engineering, Inc.
8834 North Capital of Texas Highway, Suite 140
Austin, Texas 78759

Re: City of Pflugerville - Public Water System ID No. 2270014
Proposed Distribution System - Commons at Rowe Lane Phase VI-B
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No. P-06062018-029
Travis County, Texas

CN:600412985; RN:101430064

Dear Mr. Reece:

On June 6, 2018, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated June 5, 2018 for the proposed distribution system - Commons at Rowe Lane Phase VI-B. Based on our review of the information submitted, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems and is **conditionally approved for construction** if the project plans and specifications meet the following requirement(s):

- Separation distances and encasement requirements for installation of potable water distribution lines and wastewater collection lines, wastewater force mains and other conveyances and appurtenances must conform to 30 TAC Section 290.44(e).

The submittal consisted of 47 sheets of engineering drawings and technical specifications. The approved project consists of:

- 2,550 linear feet of 8-inch, American Water Works Association Standard C-900, class 200 polyvinyl chloride waterline; and
- Various valves, fittings, and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment.

The project is located northeast of the intersection between Windy Vane Drive and Windmill Ridge Street, north of Rowe Lane in Travis County, Texas.

Mr. Jason Reece, P.E.

Page 2

August 6, 2018

An appointed engineer must notify the TCEQ's Region 11 Office in Austin at (512) 339-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the completed work is substantially in accordance with the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).

Please refer to the Plan Review Team's Log No. P-06062018-029 in all correspondence for this project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittals to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on TCEQ's website at the address shown below. You can also download the most current plan submittal checklists and forms from the same address.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Plan Review Team's database to see if we have received your project. This is available on TCEQ's website at the following address:

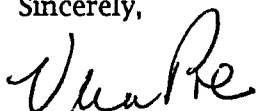
<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

You can download the latest revision of 30 TAC Chapter 290 - Rules and Regulations for Public Water Systems from this site.

If you have any questions concerning this letter or need further assistance, please contact Raj Khadka at 512-239-1188 or by email at Raj.Khadka@Tceq.Texas.Gov. If you are unable to contact Mr. Khadka, please contact another member of the Plan Review Team at 512-239-4691 or by correspondence at the following address:

Plan Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Vera Poe, P.E., Team Leader
Plan Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

VP/RK/sg

cc: City of Pflugerville - Attn: Water Utilities Official, P.O. Box 589, Pflugerville, Texas 78691-0589

Mr. Jason Reece, P.E.

Page 3

August 6, 2018

bcc: TCEQ Central Records PWS File 2270014 (P-06062018-029/City of Pflugerville)
TCEQ Region No. 11 Office - Austin

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



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PWS/2270014/CO
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

May 8, 2013

Mr. John D. Hines, P.E.
Gray Engineering, Inc.
8834 North Capital of Texas Highway, Suite 140
Austin, TX 78759

Re: City of Pflugerville - Public Water System I.D. No. 2270014
Proposed Water Distribution System - Commons at Rowe Lane Phases 7 & 8
Engineer Contact Telephone: (512) 452-0371
Plan Review Log No. P-03122013-063
Travis County, Texas

CN600412985; RN101430064

Dear Mr. Hines:

On March 12, 2013, the Texas Commission on Environmental Quality (TCEQ) received planning material with your letter dated March 12, 2013 for the proposed waterlines to serve Commons at Rowe Lane Phases 7 & 8. Based on our review the project generally meets the minimum requirements of the Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems (Rules) and is **conditionally approved for construction** if the project plans and specifications meet the following requirements:

1. The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 Texas Administrative Code (TAC) §290.44(a)(5). Please utilize the formula $Q = LD(P)^{1/2}/148,000$ for this calculation, where:
 - Q is the quantity of makeup water, in gallons per hour.
 - L is the length of pipe section being tested, in feet.
 - D is the nominal diameter of the pipe, in inches.
 - P is the average test pressure during the hydrostatic test, in pounds per square inch (psi).
2. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required in 30 TAC §290.44(d). Please include the requirement in the specifications.

Mr. John D. Hines, P.E.

Page 2

May 8, 2013

3. It is the project engineer's responsibility to assure that the design and construction of this project meets TCEQ requirements.

The submittal consisted of 70 sheets of engineering drawings and technical specifications. The approved project consists of:

- 1,158 linear feet (l.f) of 12-inch PVC AWWA C-200 DR-18 waterline;
- 3,749 l.f of 8-inch PVC AWWA C-200 DR-18 waterline; and
- Various fittings, valves, and appurtenances.

This approval is for the construction of the above listed items only. Any wastewater components contained in this design were not considered.

The City of Pflugerville public water supply system provides water treatment.

An appointed engineer must notify the TCEQ's Region Office 11 in Austin at (512) 239-2929 when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner will notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in Title 30 TAC §290.39(h)(3).

Please refer to the Utilities Technical Review Team's Log No. P-03122013-063 in all correspondence for this project. This will help complete our review and prevent it from being considered a new project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittal to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on our website at the address shown below.

<http://www.tceq.texas.gov/utilities/planrev.html>

For future reference, you can review part of the Utilities Technical Review Team's database to see if we have received your project. This is available on the TCEQ's homepage on the Internet at the following address:

<http://www.tceq.texas.gov/utilities/planrev.html#status>

You can download most of the well construction checklists and the latest revision of Chapter 290 "Rules and Regulations for Public Water Systems" from this site.

Mr. John D. Hines, P.E.

Page 3

May 8, 2013

If you have any questions regarding this letter, please contact Jerry Salgado at (512)239-6958 or by email at "jerry.salgado@tceq.texas.gov" or by correspondence at the following address:

Utilities Technical Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



Jerry Salgado, P.E.
Utilities Technical Review Team, MC-159
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Ada Lichaa, P.G., Manager
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

rs/av

cc: City of Pflugerville – Attn: Jeff Coleman, P.O. Box 589, Pflugerville, TX 78691-0589
TCEQ Central Records PWS File 2270014
TCEQ Region No. 11 Office - Austin

FLASH DRIVE
ATTACHED

TO VIEW PLEASE CONTACT
CENTRAL RECORDS
512-936-7180