

**RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA
TRANSFER AGREEMENT BETWEEN CITY OF PFLUGERVILLE AND MANVILLE WATER
SUPPLY CORPORATION**

This Texas Water Code § 13.248 – Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement between the City of Pflugerville, Texas and Manville Water Supply Corporation (the “Agreement”) is entered into, by and between the **CITY OF PFLUGERVILLE**, a Texas home rule municipality (hereinafter “Pflugerville”), and **MANVILLE WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation and member-owned retail public utility, operating under the provisions of Chapter 67, Texas Water Code (hereinafter “Manville”) (Pflugerville and Manville, collectively, hereinafter referred to as “Parties” or in the singular as “Party”), with respect to the boundary lines of the Certificates of Convenience and Necessity (hereinafter “CCN’s”) held by each for the provision of water services to users pursuant to the Texas Water Code.

WHEREAS, Manville holds a water certificate of convenience and necessity identified as CCN #11144 by the Texas Public Utility Commission (“Manville CCN”) that authorizes and obligates Manville to provide potable water service within Manville CCN area, which includes certain lands hereinafter described that, as a result of growth of Pflugerville, now are within the extraterritorial jurisdiction of Pflugerville; and

WHEREAS, Pflugerville also holds a water CCN identified as CCN #11303 by the Texas Public Utility Commission (“Pflugerville CCN”) that authorizes and obligates Pflugerville to provide potable water service to the area covered by the Pflugerville CCN; and

WHEREAS, the Parties have determined that it is in the best interests of both Parties and of future landowners and developers within the area identified herein that the full range of Pflugerville municipal water services, including fire flow protection, be available to the certificated area involved herein; and

WHEREAS, the Parties previously entered Agreements for the transfer of water and certificate of convenience and necessity service areas on December 9, 2019 and August 24, 2020, which did not include the service area that is the subject of this Agreement. (the Previous Agreements); and

WHEREAS, the Parties desire to establish this new Agreement as evidence of their joint and collaborative written consent and agree to amend their respective CCNs through the Texas Public Utility Commission (“PUC”) pursuant to the various processes established by this new Agreement in Chapter 13 of the Texas Water Code (“TWC”), as more specifically detailed herein, to transfer the desired portion(s) of the Manville CCN to the Pflugerville CCN for single certification, Pflugerville shall file an application for such transfer with the PUC, and Manville shall consent to the transfer and shall not withhold its consent; and

WHEREAS, the parties agree to the modification of Manville’s water CCN #11144 boundaries to exclude the Manville CCN areas described below as “Water Parcel” and transferred and encompassed within Pflugerville’s water CCN #11303.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pflugerville and Manville hereby agree as follows:

1. There currently exists an approximate total 5.06-acre of property comprised of three (3) separate tracts (herein after referred to as the “Water Parcel”) located within the boundaries of CCN #11144 and adjacent to the boundaries of CCN #11303, such boundaries more fully described in **Exhibit “A”** attached hereto.

2. In accordance with Texas Water Code Section 13.248, but at all times subject to any approval by the Public Utilities Commission (“PUC”) and the United States Department of Agriculture, Rural Development (“USDA”), Manville hereby agrees to the modification of the boundaries of its CCN #11144 to exclude the area contained within the Water Parcel, such area to be transferred from Manville’s CCN #11144 to be encompassed with Pflugerville’s CCN #11303. Manville shall bear no costs or responsibility of obtaining PUC and USDA approval of this Agreement, while Pflugerville shall bear the costs and responsibility, under this Agreement, of obtaining PUC and USDA approval. BLD VOHL 6A-1, LLC, (“affected developer”) will bear the cost of compensating Manville the amount of \$1,400.00 per acre as consideration for the transfer of the Water Parcel to Pflugerville pursuant to the December 18, 2001, Amendment No. 2 to Pflugerville East Land Development Agreement.
3. As soon as practicable upon receipt of confirmation of any releases from USDA and upon payment to Manville referenced in item 2 above, Pflugerville shall be responsible for preparing and filing the appropriate application to obtain the PUC’s approval of the CCN property transfer from Manville’s CCN to Pflugerville’s CCN. Pflugerville shall also be responsible for the preparation (excluding costs as referenced in this section) of the hard copy maps with supporting electronic metadata for the CCN property transfer that satisfies the PUC rules, along with any attorney’s fees, water line relocation costs, and other mutually agreeable incidental costs.
4. In accordance with the Texas Water Code Section 13.248, but at all times subject to the approval by PUC, Pflugerville hereby agrees to the expansion and modification of the boundaries of its CCN #11303 to include the area contained with the Water Parcel, such area to be transferred from Manville’s CCN #11144 to now be encompassed within Pflugerville’s water CCN.
5. Pflugerville and Manville agree that under this Agreement no compensation shall be due and owing between Pflugerville and Manville in conjunction with such transfer, except for the affected developer’s responsibility in Sections 2 herein. Pflugerville and Manville further agree that Pflugerville’s obligations to Manville under this Agreement is not contingent upon the affected developer’s agreement to fund any costs associated with the release and transfer of Manville’s CCN to Pflugerville pursuant to the December 18, 2001, Amendment No. 2, Paragraph 3, of the Pflugerville East Land Development Agreement between the affected developer and Pflugerville.
6. Pflugerville agrees that, upon approval of the revisions to its CCN boundaries by the PUC to include the Water Parcel within the boundaries of CCN #11303, Manville shall have no further obligation to provide retail water service, if any, to these properties, and that Pflugerville shall be solely responsible for the provision of retail water service to the owners and occupants of the Water Parcel under such terms and conditions as are allowed under its CCN and any applicable governmental statutes and regulations.

GENERAL PROVISIONS

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN TRAVIS

COUNTY, TEXAS, AND IT IS AGREED THAT ANY CIVIL ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN TRAVIS COUNTY, TEXAS. IT IS AGREED THAT ANY ADMINISTRATIVE LAW ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH, SHALL BE BROUGHT AT THE PUC OR ITS SUCCESSOR AGENCY. THIS AGREEMENT IS SUBJECT TO AND WILL BE INTERPRETED IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF TEXAS, THE TEXAS WATER CODE, AND ORDER RULES, AND REGULATIONS OF GOVERNMENTAL BODIES AND OFFICERS HAVING JURISDICTION.

NOTICES

Any notice to be given hereunder by any party to the other parties shall be in writing and may be affected by certified mail, return-receipt requested, facsimile or personal service.

Notice to Pflugerville shall be addressed to: The City of Pflugerville, P.O. Box 589, Pflugerville, Texas 7869, Attn: City Manager.

Notice to Manville WSC shall be addressed to Manville Water Supply Corporation, 13805 S. SH 95 Coupland, Texas 78615, Attn: General Manager.

Each party may change the address for notice to it by giving notice of such change at the last address designated in accordance with this paragraph.

CONSTRUCTION AND SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

UNINTENDED OMISSION

If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other word, clause, sentence or provision appearing in this Agreement shall be omitted herein, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

AMENDMENT

This Agreement may not be amended or terminated except by the consent of all parties and an instrument signed by all parties to this Agreement and subject to any PUC approval.

PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by Pflugerville and Manville and will not be construed against

a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ENTIRE AGREEMENT

This Agreement reflects the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, pertaining to this particular CCN transfer, in connection herewith.

COUNTERPARTS

This Agreement may be executed in multiple counterparts. Each of the counterparts will be deemed an original instrument, but all of the counterparts will constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail will be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by electronic mail also must deliver a manually executed counterpart of this Agreement.

CAPTIONS

All captions used herein are only for the convenience of reference and will not be construed to have any effect or meaning as to the Agreement between Parties hereto.

NON-WAIVER

No course of dealing on the part of Pflugerville or Manville nor any failure or delay by Pflugerville or Manville in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power or privilege owing under this Agreement.

SPECIFIC PERFORMANCE

The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

LEGAL AUTHORITY

The person executing this Agreement on behalf of Pflugerville and Manville, represent, warrant, assure and guarantee that they have full legal authority to (i) execute this Agreement on behalf of Pflugerville and Manville, respectively, and (ii) to bind Pflugerville and Manville to all of the terms, conditions, provisions, and obligations herein contained.

VENUE

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement will be heard and determined in Travis County, Texas.

EFFECTIVENESS

This Agreement shall become effective immediately following the execution by Manville Water Supply Corporation, and approval by the City of Pflugerville City Council.

In Witness Whereof, the parties have caused this Agreement to be executed as follows:

MANVILLE WATER SUPPLY CORPORATION

By: _____

Jack Atterstrom, President

Attest: _____

Name: _____

Title: _____

Date: _____

CITY OF PFLUGERVILLE

By: _____

Sereniah Breland, City Manager

Attest: _____

Karen Thompson, City Secretary

Date: _____

**READ, ACKNOWLEDGED AND
AGREED TO BY:**

BLD VOHL 6A-1, LLC,
a Texas limited liability company

By: LD Equity, LLC,
a Texas limited liability company
Its: Sole Member and Manager

By: UMTH Land Development, L.P.
Its: Manager

By: UMT Services, Inc.
Its: General Partner

By: _____
Name: _____
Its: _____

Date of Execution: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____, 2020 by _____, _____ of UMT Services, Inc., a Delaware corporation, the General Partner and on behalf of UMTH Land Development, L.P., a Delaware limited partnership, the Manager and on behalf of LD Equity, LLC, a Texas limited liability company, the Sole Member and Manager and on behalf of BLD VOHL 6A-1, LLC, a Texas limited liability company, on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

Notary Public

My Commission Expires:

Print name of Notary

**READ, ACKNOWLEDGED AND
CONSENTED TO BY:**

NORTHEAST TRAVIS COUNTY UTILITY DISTRICT

c/o Law Offices of Ronald Freeman

102 N. Railroad Avenue

Pflugerville, Texas 78990

By: _____

Name: _____

Title: _____

State of Texas §

County of _____ §

This instrument was acknowledged before me on this ____ day of _____, 2020 by _____, with a title of _____ for **Northeast Travis County Utility District.**

Date: _____

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT A
BLD Property – Legal Description

Tract 1: Approximately 1.724 acres of land located in Travis County, Texas, more particularly described on Exhibit A-1 attached hereto and incorporated herein for all purposes.

Tract 2: Approximately 2.84 acres of land located in Travis County, Texas, more particularly described on Exhibit A-2 attached hereto and incorporated herein for all purposes.

Tract 3: Approximately 0.500 acres of land located in Travis County, Texas, more particularly described on Exhibit A-3 attached hereto and incorporated herein for all purposes.

Tract 1, Tract 2, and Tract 3 are collectively referred to herein as the “BLD Property” as shown on Exhibit A-4 attached hereto and incorporated herein for all purposes.

EXHIBIT A-1

TRACT 1

**METES AND BOUNDS DESCRIPTION
OF 1.724 ACRES OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 1.724 acres of land, out of Lot 2, the Bratcher Subdivision according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract listed in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under File No. 2002118294, in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No.11, A-277, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

BEGINNING at a ½" iron rod found for the northwest corner of said Lot 2, common to the most northerly northeast corner of Lot 1, of said Bratcher Subdivision and the northwest corner of the herein described tract, in the south right-of-way line of Kelly Lane (60' R.O.W.);

THENCE South 63°03'47" East - 221.45', along said south right-of-way line, to a ½" iron rod set for the west end of the southwest right-of-way cutback curve at the intersection of said Kelly Lane and Hidden Lake Drive, common to a point on a curve to the right, having a central angle of 90°59'33", a radius of 25.00', and from which point the center of the circle of said curve bears South 26°55'41" West;

THENCE along said curve to the right, along said southwest right-of-way cutback curve, in a southeasterly direction, an arc distance of 39.70' to a ½" iron rod set for the south end of said southwest right-of-way cutback curve, in the west right-of-way line of said Hidden Lake Drive (90' R.O.W.);

THENCE South 27°54'50" West - 160.03', along said west right-of-way line, to a ½" iron rod set for the Point of Curvature of a curve to the left, having a central angle of 07°02'07", and a radius of 1045.00';

THENCE along said curve to the left, in a southerly direction, an arc distance of 128.31', to a ½" iron rod found for the northeast corner of the 8.378 acre tract described in the deed from Lennar Homes of Texas Land and Construction, Ltd. to Northeast Travis County Utility District recorded under Document No. 2005081202, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract;

THENCE North 60°02'41" West - 249.68', along the north line of said 8.378 acre tract, to a ½" iron rod found for the northwest corner of said 8.378 acre tract, common to the southwest corner of the herein described tract, in an east line of aforesaid Lot 1, common to the west line of aforesaid Lot 2;

THENCE North 26°55'25" East - 300.39', along said common line, to the **POINT OF BEGINNING** of the herein described tract and containing 1.724 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-005-26-A520



Certification Date
April 20, 2006



THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE LAND TITLE SURVEY BY PATE SURVEYORS LAST CERTIFIED, APRIL 20, 2006. REFERENCE IS HEREBY MADE TO THE SURVEY AS "PART ONE".

EXHIBIT A-2

TRACT 2

**METES AND BOUNDS DESCRIPTION
OF 2.840 ACRES OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 2.840 acres of land, out of the 10.836 acre tract described in the deed from Melissa Biggs, et vir to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118293, in the Official Public Records of Travis County, Texas, and out of Lot 2, Bratcher Subdivision, according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract listed in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118294, in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No. 11, A-277, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

COMMENCING at ½" iron pipe found for the northeast corner of the 75' x 75' Sprint PCS Cellular Site described in the PCS Site Agreement recorded under Document No. 2001111639, in the Official Public Records of Travis County, Texas, common to the northwest corner of 9.999 acre tract described in the deed from Fritz E. Hodde, et ux to C. Hardin Camp, II, et ux recorded under Document No. 2001163384, in the Official Public Records of Travis County, Texas, in the south right-of-way line of Kelly Lane (60' R.O.W.); **THENCE** South 26°56'25" West - 75.13' to a ½" iron rod set for the most easterly northeast corner and **POINT OF BEGINNING** of the herein described tract, common to the southeast corner of said 75' x 75' Sprint PCS Cellular Site

THENCE South 26°56'25" West - 327.21', along the east line of aforesaid 10.836 acre tract, common to the west line of said 9.999 acre tract, to a ½" iron rod found for the northeast corner of the 0.5000 acre tract described in the deeds from Lennar Homes of Texas Land and Construction, Ltd. to James S. Driscoll, John A. Pfluger, John Wilder, K.C. Willis, Joann McKenzie, and Len-Buf/Hiddenlake 2 - JV, Ltd. recorded under Document Nos. 2006039048, 2006039042, 2006039045, 2006039051, 2006055335, and 2006051376, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract;

THENCE North 40°43'29" West - 269.76', along the north line of said 0.5000 acre tract, to a ½" iron rod found for an angle corner of said 0.5000 acre tract, common to an angle corner of the herein described tract;

THENCE North 58°08'11" West - 140.67', continuing along said north line, to a ½" iron rod found for the northwest corner of said 0.5000 acre tract, in the east right-of-way line of Hidden Lake Drive (90' R.O.W.), common to a point on a curve to the right, having a central angle of 06°03'56", a radius of 955.00', and from which point the center of the circle of said curve bears South 68°09'05" East;

THENCE along said curve to the right, along said east right-of-way line, in a northerly direction, an arc distance of 101.10' to a ½" iron rod found for the end of curve;

THENCE North 27°54'50" East - 162.42', continuing along said east right-of-way line, to a ½" iron rod set for the south end of the southeast right-of-way cutback curve at the intersection of aforesaid Hidden Lake Drive and aforesaid Kelly Lane, common to a point on a curve to the right, having a central angle of 89°01'02", a radius of 25.00, and from which point the center of the circle of said curve bears South 62°05'19" East;

Page 2 – 2.840 Acres

THENCE along said curve to the right, along said southeast cutback curve, in a northeasterly direction, an arc distance of 38.84' to a ½" iron rod set for the east end of said southeast cutback curve, in the south right-of-way line of said Kelly Lane;

THENCE South 63°03'47" East - 57.42', along said south right-of-way, to a ½" iron pipe found for an angle corner;

THENCE South 63°01'14" East - 233.11', continuing along said south right-of-way line, to a ½" iron rod found for the northwest corner of aforesaid 75' x 75' Sprint PCS Cellular Site, common to the most northerly northeast corner of the herein described tract;

THENCE South 26°58'19" West - 75.05', along the west line of said 75' x 75' Sprint PCS Cellular Site, to a ½" iron rod found for the southwest corner of said 75' x 75' Sprint PCS Cellular Site, common to an angle corner of the herein described tract;

THENCE South 62°57'31" East - 75.06', along the south line of said 75' x 75' Sprint PCS Cellular Site, to the **POINT OF BEGINNING** of the herein described tract and containing 2.840 acres of land.

Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-005-26-A520



Neil Hines

Certification Date
April 20, 2006

THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE LAND TITLE SURVEY BY PATE SURVEYORS LAST CERTIFIED, APRIL 20, 2006. REFERENCE IS HEREBY MADE TO THE SURVEY AS "PART ONE".

EXHIBIT A-3

**TRACT 3
METES AND BOUNDS DESCRIPTION
OF 0.500 ACRE OF LAND
IN THE EDWARD FLINT SURVEY NO. 11, A-277
TRAVIS COUNTY, TEXAS**

All that certain 0.500 acre of land, out of the 10.836 acre tract described in the deed from Melissa Biggs, et vir to Lennar Homes of Texas Land and Construction, Ltd. Recorded under Document No. 2002118293, in the Official Public Records of Travis County, Texas, and out of Lot 2, Bratcher Subdivision, according to the plat thereof recorded under Volume 90, Page 142, in the Plat Records of Travis County, Texas, which is the same tract described in the deed from Robert Sheehan, et ux to Lennar Homes of Texas Land and Construction, Ltd. recorded under Document No. 2002118294 in the Official Public Records of Travis County, Texas, in the Edward Flint Survey No II, A-277, Travis County, Texas and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System Central Zone).

BEGINNING at a ½" iron rod found for the northeast corner of the 3.942 acre tract described in the deed from Lennar Homes of Texas Land and Construction, Ltd. to Northeast Travis County Utility District recorded under Document No. 2005081202, in the Official Public Records of Travis County, Texas, common to the southeast corner of the herein described tract, in the west line of the 9.9999 acre tract described in the deed from Fritz E Hodde, et ux to C Hardin Camp, II, et ux recorded under Document No. 2001163384, in the Official Public Records of Travis County, Texas;

THENCE North 27°14'11" West - 310.91' along the north line of said 3.942 acre tract, to a ½" iron rod found for an angle corner of said 3.942 acre tract, common to an angle corner of the herein described tract;

THENCE North 58°08'11" West - 134.88', continuing along said north line to a ½" iron rod found for the northwest corner of said 3.942 acre tract, common to the southwest corner of the herein described tract, in the east right-of-way line of Hidden Lake Drive (90' R.O.W) recorded under Document No. 2003061165, in the Official Public Records of Travis County, Texas, and common to a pint on a curve to the right, having a central angle of 01°50'00", a radius of 955.00', and from which point the center of the circle of said curve bears South 69°59'05" East;

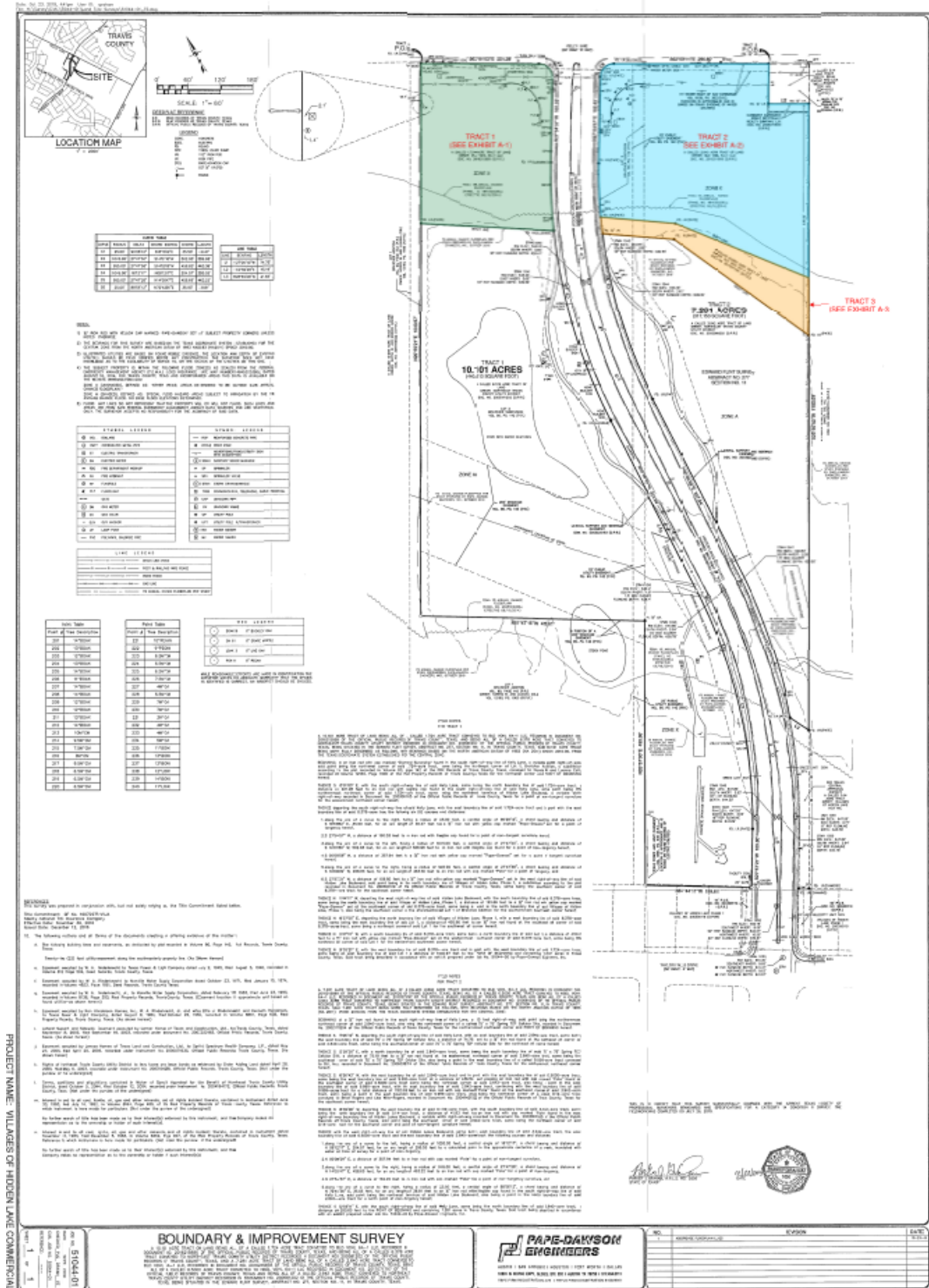
THENCE along said curve to the right, along said east right-of-way line, in a northerly direction, an arc distance of 30.56' to a ½" iron rod set for the northwest corner of the herein described tract;

THENCE South 58°08'11" East - 140.67' to ½' iron rod set for an angle corner of the herein described tract;

THENCE South 40°43'29" East - 269.76' to a ½" iron rod set for the northeast corner of the herein described tract, in the west line of afore said 9.999 acre tract from which a ½" iron pipe found for the northeast corner of the 75' x 75' Sprint PCS Cellular Site described in the PCS Site Agreement recorded under Document No. 2001111639, in the Official Public Records of Travis County, Texas, common to the northwest corner of said 9.999 acre tract, in the south right-of-way line of Kelley Lane (60' R.O.W), bears North 26°56'25" East - 402.34';

THENCE, South 26°56'25" West - 109.35', along said west line, to the **POINT OF BEGINNING** of the herein described tract and containing 0.5000 acre of land.

EXHIBIT A-4



{002.00216671.25}

A-4-1