WATER SERVICE TRANSFER AGREEMENT

STATE OF TEXAS

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COUNTY OF TRAVIS

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This WATER SERVICE AREA TRANSFER AGREEMENT (this "Agreement") is entered into by and between **Manville Water Supply Corporation**, a Texas nonprofit water supply corporation, created and operating pursuant to Chapters 49 and 67, Texas Water Code, ("Manville") and the **City of Manor**, a Texas home rule municipality operating a retail public water utility (the "City"). Manville and the City are each referred to herein as a "Party" and are collectively referred to herein as the "Parties."

Recitals

WHEREAS, Manville is the holder of Certificate of Convenience and Necessity No. 11144 (the "Manville CCN"), the boundaries of which are within Travis, Bastrop, Lee, and Williamson Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 10947, the boundaries of which are primarily within Travis County, Texas (the "City CCN");

WHEREAS, Texas Water Code ("TWC") §13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "PUC") after public notice and hearing;

WHEREAS, the Manville CCN and the City CCN boundaries are adjacent to each other in certain locations:

WHEREAS, OWNER JCM Property Investments LLC ("Owner") owns one tract of land at 13500 N. FM 973 within the corporate limits of City totaling approximately 1.069 acres; 0.8 acres of the 1.069-acre tract is located in the Manville CCN, which is more particularly described and depicted in Exhibit "A" attached hereto (the "Transfer Tract");

WHEREAS, Owner has requested, and Manville has agreed, to authorize the transfer of the Transfer Tract from the Manville CCN to the City CCN;

WHEREAS, the Owner, sought and received Manville's agreement to have City serve the Transfer Tract;

WHEREAS, no existing customers and no facilities are being transferred as part of this Agreement; and

WHEREAS, the Parties desire to transfer the retail water certification for the Transfer Tract from the Manville CCN to the City CCN in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which

is acknowledged by all Parties, it is agreed as follows:

- 1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248.
- 2. Transfer. Manville transfers to the City, and the City accepts from Manville, the portion of the Manville CCN that overlaps with the Transfer Tract as depicted in the Exhibit "B" General Location Map and in the Exhibit "C" Detailed Map attached hereto, and the Parties hereby agree to the modifications of the boundaries of their water CCNs accordingly and designate the City as the retail water service provider for the Transfer Tract.
- 3. Notice Requirements. On March 20, 2025, Manville's Board of Directors ("Manville Board") considered and approved Owner's request for Manville's willingness to join with the City in an application to the PUC to transfer the Transfer Tract from its water service area to the City. Exhibit "D" hereto contains the Agenda announcing the March 20, 2025, board meeting (see Agenda Item 6.c.), and the Minutes from that meeting demonstrating that the Board approved the transfer of the approximately 1.069 acres owned by Owner, which includes the Transfer Tract. Exhibit "E" is an affidavit from Manville's General Manager, Erik Prinz, attesting to the fact that the Manville Board did indeed carry out the public notice. Thus, the public notice requirements set forth at 16 Texas Administrative Code ("TAC") 24.253(c)(2) and (3) have been fulfilled.
- **4. Compensation**. By separate agreement, Owner and Manville entered a compensation arrangement for Manville's agreement to move the Transfer Tract from the Manville CCN to the City CCN. Manville does not require compensation from the City for the subject transfer.

5. List of Exhibits

Exhibit A: Survey of Transfer Tract

Exhibit B: General Location Map

Exhibit C: Detailed Map

Exhibit D: Manville Board Meeting Agenda and Minutes

Exhibit E: Affidavit of Erik Prinz, Manville General Manager

6. PUC Application. The Parties agree to cooperate and collaborate in all actions necessary to prepare, file, and advance the application at the PUC necessary to approve the transfer of the Transfer Tract from the Manville CCN to the City CCN (the "Application"). The Parties agree that Owner will take primary responsibility for drafting, filing, and advancing that Application, in collaboration with Manville and the City. The Parties agree to cooperate in a timely manner in advancing the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to implement an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.

- 7. No Continuing Obligation to Serve. The Parties agree that, upon PUC approval of the Application, Manville shall have no further obligation to provide retail water service to the Transfer Tract. Owner is currently receiving water services from Manville and authorizes the transfer request.
- 8. City Service. Retail water service by the City to the Transfer Tract will be governed by the City's established service policies. The Transfer Tract is currently located within the City Sewer CCN area and is not affected by this Agreement.
- 9. Term. This Agreement will terminate on the date that the PUC's decision regarding the Application is final and non-appealable.
- 10. Effective Date. The Effective Date shall be the date on which the last party signs this Agreement.
- 11. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
- 12. Entire Agreement. This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.
- 13. Notices. All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Manville:

Manville Water Supply Corporation Attn: General Manager PO Box 248 Coupland, Texas 78615 (512) 856-2488

With a copy of all notices to: ZTE Law, PC 2900 W. Anderson Lane Bldg. C-200, Ste. 354 Austin, Texas 78757 zac@ztevaslaw.com

If to the City:

City of Manor Attn: City Manager 105 E. Eggleston Street Manor, Texas, 78653 Telephone: (512) 972-0117 With a copy of all notices to: Irene Montelongo The Knight Law Firm, LLP 223 West Anderson Lane, Suite A-105 Austin, Texas 78752 Email: irene@cityattorneytexas.com

If to the Owner:

JCM Property Investments LLC Attn: Julio Mireles 13500 N FM 973 Manor, Texas 78653 Email: jmplumbing@rocketmail.com

With a copy of all notices to: Pam Madere Jackson Walker LLP 100 Congress Ave, Suite 1100 Austin, Texas 78746 Email: pmadere@jw.com

Notice shall be effective only upon receipt by the party being served, except notice shall be deemed delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

- 14. Successors and Assigns. This Agreement shall bind the Parties and their legal successors but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 15. Venue. Venue, whether administrative or judicial, shall be proper and lie exclusively in the state courts of Travis County, Texas.
- 16. Recitals. The above recitals are true and correct and are incorporated into this Agreement for all purposes.
- 17. Multiple Originals. This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.
- 18. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
- 19. Enforceability. The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.

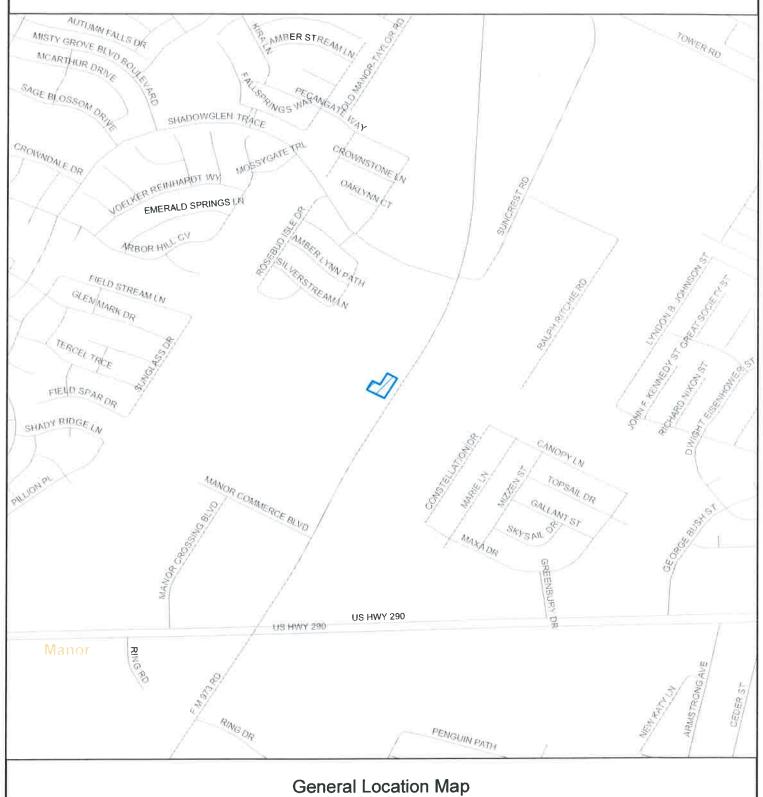
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by the last of the Parties hereto (the "Effective Date").

MANVILLE WATER SUPPLY CORPORATION
By: (1)
Name: Erik Prinz
Title: General Manager
Date: 7/3/
CITY OF MANOR
By:
Name: Scott Moore
Title: City Manager
Date:

Exhibit A Waterloo Surveyors A2912 JCM PROPERTY INVESTMENTS LLC SURVEY ADDRESS: PLAT13500 N FM 973 LEGAL DESCRIPTION:
BEING 1,0705 ACRES(1.069 AC) OUT OF THE GREENBURY GATES SURVEY NO. 63, ABSTRACT 315, TRAMS COUNTY, TEXAS, AND BEING THAT SAME 1.069 ACRES CONVEYED TO JCM PROPERTY INVESTMENTS, LLC, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2023013609, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. BEARING BASE THE TEXAS COORDINATE SYSTEM OF 1983(NAD83)CENTRAL TEXAS ZONE, BASED ON LOCAL NETWORK GPS OBSERVATIONS. SCALE 1"=30' LEGEND NOTE: FOUND 1/2" IRON ROD This survey was made without the benefit of a title commitment and additional easements and/or restrictions may apply FOUND 1/2" IRON ROD W/CAP FIRC SET 1/2" IRON ROD W/CAP SIRC LABELED "WATERLOO RPLS 4324" CHAIN LINK FENCE — ω — WIRE FENCE — X — X — UTILITY POLE & e-WATER METER (W)
CLEANOUT (C) TELECOMM BOX LOT 1 BLOCK A BLUEBONNET PHONE BOX P
FIRE HYDRANT X Bluebonnet Elec Coop DOC#200800197 NAT GAS MARKER (G) WATER VALVE (V) (Electric Substation) SEWER LID S LIGHT POLE ☆ (RECORD) FIR SIRC 247.05' N28'19'27"E Board of Manor MODULAR BUILDING Trustees ISD Doc# 6 tank 40.007 Ac 2021070036 gravel parking 1.0705 AC (1.069 AC) gravel parking 188 00' S61'35'24"E Allen Click 0.61 Ac 9 2003260859 DOC# 2023013609 190.27 shed wood 530 Centerline 15' Waterline Eosement 4822/1615 (C)(C) S27'47'42"W 245.90' FIRC - 10 S27'47'42"W 245.90 gond 528-528 529 -529 111 edge of asphalt -530 N FM 973 ROW 200' 530 State of Texas: County of Travis: The undersigned does hereby certify that this survey was this day made on the property legally described hereon and is correct, and this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 18 & 6 Condition II Survey. And I certify that the property shown hereon IS NOT within a special flood hazard area as identified by the Federal Insurance Adm. Department of HUD flood hazard boundary map revised as per Map Number:_ AUGUST 18, 2014 _ Dated: _ Survey Dated this the $\frac{18TH}{}$ day of =JUNE 202 __4 Thomas P. Dixon R.P.L.S. 4324 FIRM#10124400 (C) Copyright 2024 2208 W Anderson Lane, Austin, Texas 78757 Phone: 481-9602

Exhibit B

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County



Legend

Created by: STEGER BIZZELL Date Created: 07-01-2025

1

Requested Area to Transfer from CCN No. 11144 to CCN No. 10947



2,000

Exhibit C

13.248 Petition to Amend Manville WSC (CCN No. 11144) and City of Manor (CCN No. 10947) in Travis County



Detailed Map

Legend

Created by: STEGER BIZZELL Date Created: 07-01-2025

Requested Area to Transfer from CCN No. 11144 to CCN No. 10947



0 Feet∎

1,000



A meeting of the Manville Water Supply Corporation Board of Directors was held on March 20, 2025, at Manville's office in Coupland.

Meeting Minutes

Board of Directors present:

George Tolleson, Vice President Larry Hodde, Secretary Joe Coffey Larry Bradley Tony Graf Don Carroll **Absent**

Jack Atterstrom, President Tracy Spellings, Treasurer

Manville Representatives and Staff present

Erik Prinz, General Manager Rexanne Pilkenton, Assistant GM Sharon Kreidel, Finance Specialist Zac Evans, Attorney Sean Conner, Civil Engineer Steve Kanetzky, Electrical Engineer

Visitors: Alan Gardenhire & Clint Garcia, SLR Properties, Jason Garza, Quiddity Engineering, Will Buzzelli, Viewpoint Land Solutions, Julian Reynolds, Mancave Communities, Miguel Gonzales, Jr, Gova Engineering, Pauline Doig, Manville member

- 1. Call Meeting to Order
- 2 George Tolleson, Vice President, called the meeting to order at 6:05 pm
- 3 2. Approval of Prior Month Board Meeting Minutes
- 4 Larry Bradley made a motion to approve the minutes as submitted to the Directors. Joe Coffey seconded the motion;
- 5 motion carried.

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- 6 3. Citizens Communication (3-minute limit)
- 7 Pauline Doig, a resident who lives on CR 474, addressed the board to express her concerns regarding the increases
 - in rates in light of the financial audit conducted in 2023. She noted that financials show the corporation in excellent
- 9 financial health, with no debt. However, she pointed out that the increase notice stated that over the next three years,
- the costs of ongoing projects and additional system improvements are estimated to exceed \$187,000,000. Therefore,
 - rate increases are necessary to maintain the corporation's financial integrity and meet its debt coverage requirements.
- 12 She concluded by mentioning that her current water bill was over \$90, despite using less than 1,000 gallons of water.
 - 4. Manager's Report Erik Prinz
 - a. Annual Meeting Scheduled April 23, 2025, S.P.J.S.T. Hall, Elgin 5:30 p.m. Erik stated that the annual meeting notices have been mailed to all members and that doors will open at 5:30 p.m. and food will be served at 6 p.m.
 - b. Easement Acquisition Update
 - Rexanne reported that Manville has several outstanding petitions for easements awarded through condemnation, primarily concerning the 36-inch water line. Recently, during a condemnation hearing, a landowner requested \$480,000 for an easement that had been appraised at \$13,000. The landowner claimed that the exclusive nature of the easement would render his property unusable. Two of the three commissioners agreed to award \$80,000 to the landowner, while the third commissioner disagreed. Manville's attorney will file an objection to this ruling. The final easement for the 30-inch water line is scheduled for a hearing on April 7th. Once awarded, all easements and possession agreements will be secured for the entire water line project.
 - c. Monthly System Activities

 Erik reported that the Tonka filters, which he previously indicated were not properly rehabilitated, will be redone at Kurita's expense and are expected to be back in service by April. The Beaukiss filter project, handled by Wets, is complete; however, some piping and electrical aspects of the improvement project

 are still pending. Erik mentioned that he has set a deadline for the completion and startup of the plant in May. This will help alleviate discolored water in the area. Additionally, Erik noted that Manville recently exceeded the maximum contaminant level for trihalomethanes (THM) established by the EPA. This violation will necessitate public notice to all customers receiving water from the Pflugerville source, along with a written plan of action (OEL) to address the issue. Erik also stated that he has reached out to the Pflugerville Public Works Director to discuss any water-related concerns they may be experiencing. Erik noted that well repairs are completed, and all are up and running. He mentioned that the operators will alternate the pumping of the wells more frequently this summer to help reduce overuse, which has resulted in multiple failures. In closing, Erik announced that the Board's "Employee Appreciation" dinner is scheduled for May 13th at 5:30 PM at Meyers BBQ. Invitations are included in each meeting packet, and an RSVP is required.

5. Brief Board on Recent Meetings and Committee Report(s)

Erik reported that he and Rexanne met with a group, including realtors, brokers, and landowners in the FM 973/FM 1660 area, to discuss their interest in conducting a master planning study with Manville. The purpose of the study is to identify the necessary improvements and water sources needed to support the proposed development within this section of the Manville CCN. The group represents property owners who collectively own about 2,000 acres. They indicated that they are prepared to collaborate and are willing to dedicate land, drill wells or secure other water sources, and cover all necessary costs for improvements to ensure that water and capacity is available. This will aid their clients in selling their properties for development in this area.

Rexanne added that she and Erik met with the owner and engineers to discuss the development of the Starmark Dog Academy property, which is situated near the 138-tank site. They had previously inquired about this development and were informed they would be subject to the Blue Projects for water needs. The development is projected to consist of approximately 2,000 LUES and will include a mix of multifamily housing, townhomes, single-family homes, and commercial spaces. They were informed that a feasibility study, conducted in phases, is necessary to determine the capacity and improvements required to provide service. There was a question about whether the board would consider Hutto providing service if Manville is unable to do so in a timely manner for the initial phases. It was noted that this would require a formal request to be submitted to the Manville board.

6. Board Consideration

- a. Accept Resignation of Larry Hodde from Zone 6
- Consider Appointing Larry Hodde as a Manville WSC Board of Director for Open Director Position in Zone 6, Term Expires April 2026

Tony Graf made a motion to accept the Resignation of Larry Hodde from Zone 6 and Appoint Larry Hodde as a Manville WSC Board of Director for Open Director Position in Zone 6, Term Expires April 2026. Joe Coffey seconded the motion; motion carried.

c. CCN Decertification Request and/or Service Area Transfer Agreement – Julio Mireles, 13500 N FM 973, Manor, TX, 1.069 acres

Joe Coffey made a motion to Approve the CCN Decertification and/or Service Area Transfer Agreement with the Current Owner Julio Mireles, 13500 N FM 973, Manor, TX, 1.069 acres per the terms of the Application submitted. Larry Hodde seconded the motion; motion carried.

- d. Request to Extend LUE Due Date, Cameron Valley- 275 LUEs Board Approved September 19, 2024 Larry Bradley made a motion to Reject the Request to Extend the LUE Due Date, Cameron Valley- 275 LUEs Board Approved September 19, 2024. Don Carroll seconded the motion; motion carried.
- e. Adopt Resolution Declaring Unopposed Directors Elected and Canceling Election Larry Hodde made a motion to Adopt a Resolution Declaring Unopposed Directors Elected and Canceling the Election. Don Carroll seconded the motion; motion carried.
- f. Resolution Delegating Authority to General Manager Erik Prinz

 Larry Bradley made a motion to Adopt a Resolution Delegating Authority to General Manager Erik Prinz. Don

 Carroll seconded the motion; motion carried.
 - g. SLR Water Service Request Alan Gardenhire, representing SLR Properties, expressed interest in negotiating a long-term wholesale water agreement with Manville for 200 GPM, with a take point at the Manville Tonka Plant. He mentioned

that a Mud district was established in 2023 and that a gas plant is being installed on the property, which will require water service.

George stated that the board would need additional details to discuss and consider their request. He

George stated that the board would need additional details to discuss and consider their request. He emphasized that SLR should collaborate directly with the staff on these details for the staff to present effectively to the board.

Tabled

- h. Recharge Request to Provide 5 MGD at Reduced Rate Tabled
 - Wholesale Water Purchase Manor Area
 Erik mentioned that he verbally received a counteroffer for Manville to take or pay for 500,000 gallons
 per day (the amount that Manville engineers indicate can be utilized in the area daily) at a rate of \$3.90
 per 1,000 gallons. All the partners are discussing this price to ensure that everyone agrees. If they do, Erik
 will propose entering a MOU or LOI to continue negotiations, as Zac, legal counsel, has suggested.
- j. Consider Approval of Panther Commercial, 19806 Panther Drive 34 LUES (33 + 1 existing) Larry Bradley made a motion to Approve Panther Commercial, 19806 Panther Drive 34 LUES (33 + 1 existing) as presented, including but not limited to Provisions and Conditions as stated in the Engineering Report. Don Carroll seconded the motion; motion carried.
- k. Consider Approval of Taylor South Industrial 39 LUES
 Tony Graf made a motion to Approve Taylor South Industrial 39 LUES as presented, including but not limited to
 Provisions and Conditions as stated in the Engineering Report. Larry Bradley seconded the motion; motion carried.
 - Financial Report Sharon Kreidel
 - a. Approve Balance Sheet and Income Statement
 - b. Discuss LUE and Committed Funds Report

Sharon presented the above-noted reports, which were distributed to the Board. She noted that the 2024 financial audit is being conducted and will be completed and presented at the annual meeting.

Larry Hodde made a motion to accept the Financial Reports as presented. Joe Coffey seconded the motion; motion carried.

- 7. Manville W.S.C. Monthly Pumped/Sold & Usage Report, Rolling 12-Month Efficiency Report, Meters Set Report and Delinquent Accounts Rexanne Pilkenton Rexanne presented the above-noted reports, which were distributed to the Board.
- 8. Attorney's Report Zac Evans
- Zac mentioned he is coordinating with the wholesale district attorneys to arrange a meeting with Manville and their
 representatives.
 - 9. Electrical Engineer's Report Steve Kanetzky
 - Steve is working on the design of the Blue Transfer station so that a 100% plan set can be presented for bid by April. He added that the RFQs have been issued for the switchgear and generator, with expected responses coming in the next couple of weeks. He also mentioned that tariffs imposed by the new administration continue to impact the pricing of goods. Additionally, Steve confirmed that training for the portable generator has been completed, and the master plan for the SCADA system upgrades is ongoing. The Cele Plant project is undergoing design revisions, while the Murchison and Beaukiss pressure tanks are awaiting the Cele construction schedule. Annual site inspection surveys will commence in June of 2025. Steve mentioned that the construction of the Blue treatment plant is progressing well. The Noack, Eastwood, Type, and Well 4A projects are in the final stages of closeout, while repairs for Blue Well 7 are still pending. Additionally, some projects for the permanent generator and docking station are underway, while others are still pending. The Alcoa woodpecker pole damage project is currently underway by Morlandt Electric; however, the poles need to be continuously wrapped 8 feet above grade, which the photos clearly show is not being done. Steve is actively addressing this issue with the contractor.
 - 10. Civil Engineer's Report Fontaine & Associates
 - a. Report on Construction Projects
 - Sean noted that the start-up of the Eastwood Booster Station is scheduled for next week. The construction of the Gregg-Manor elevated tank is complete, and the tank is set to be raised on May 28th. A tank inspection report, including pictures, was presented. Erik mentioned that he was on-site last week to approve the placement of the Manville logo on the tank once painting has been completed. Sean stated that the Gilbert

elevated storage tank is pending City of Austin review, while Travis County and TCEQ approvals are anticipated by the end of March.

b. Report on 36" Water Line & Project

Sean presented the construction activity report from TEC (Manville's inspectors) for the 36-inch water line project and the Blue Treatment Plant project. He noted that the installation of the water line is progressing well. Work is currently taking place in Travis County, during which 4,416 feet of the line were installed from mid-February to mid-March. To date, Garney has received 71% of the contract cost. The construction of the Blue Treatment Plant is also progressing well; the foundation for the 5-million-gallon storage tank has been completed, and the beams for the filter building have been set. Additionally, two more filter units have been delivered and installed. Sean added that the 30-inch water line extension and transfer station environmental work has started, and the report should be completed by the end of March. Blue Well 9 has been completed, including the 36-hour pump test, while Blue Well 8 has been drilled and is being prepared to conduct the 36-hour pump test.

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- 11. Next Board Meeting Thursday, April 17, 2025, at 6:00 p.m. 13
- 14 12. Adjourn

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15 Larry Hodde made a motion the meeting adjourn. George Tolleson seconded the motion, meeting adjourned

EXHIBIT E

AFFIDAVIT OF ERIK PRINZ

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Erik Prinz, who, after being by me duly sworn on his oath stated as follows:

- 1. "My name is Erik Prinz. I am the General Manager of Manville Water Supply Corporation ('Manville'). I am over the age of 18 years, of sound mind, and am capable of making this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.
- 2. Effective , Manville Water Supply Corporation ('Manville') and the City of Manor ('City') entered into a 'Water Service Area Transfer Agreement' pursuant to Texas Water Code § 13.248 and 16 Texas Administrative Code § 24.253 (the 'Service Area Contract') designating water customers to be served by Manville and the City and transferring certain lands (the 'Transfer Area') from Manville's water CCN No. 11144 t the City's water CCN No. 10947.
- 3. On March 20, 2025, the Board of Directors of Manville held a regular meeting at which it discussed the proposed release by Manville and transfer to the City of certain lands within the certificated water service territory of Manville, and the terms of an agreement regarding the transfer, in response to the request of JCM Property Investments LLC. The lands discussed at the meetings were the same lands that are the subject of the Petition to the Public Utility Commission of Texas to which this Affidavit is attached as an exhibit. Notice of the meetings was given by posting in accordance with the requirements of the Open Meetings Act of Texas. True and correct copies of the meeting notice, agenda, and meeting minutes are attached to Exhibit E-1.
- 4. The Transfer Area is located within water CCN No. 11144 held by Manville and consists of the same lands that are the subject of the 'Petition of Manville Water Supply Corporation and City of Manor for Approval of a Service Area Contract under Texas Water Code § 13.248 and to Amend Certificates of Convenience and Necessity in Travis County' to the Texas Public Utility Commission of which this Affidavit is part ('Petition').
- 5. Manville does not provide retail water service as to any customers within the Transfer Area. Therefore, no customers of Manville will be transferred from Manville to the City by transfer of the Transfer Area from Manville to the City.
- 6. Manville supports the Petition.

Further Affiant sayeth not."

ERIK PRINZ

GENERAL MANAGER

MANVILLE WATER SUPPLY CORPORATION

SUBSCRIBED AND SWORN TO BEFORE ME by Erik Prinz, General Manager of Manville Water

Supply Corporation, a Texas nonprofit water supply corporation, on this the

day o

____, 2025.

REXANNE PILKENTON
Notary ID #131798090
My Commission Expires
November 15, 2026

Notary Public, State of Texas