

**CCN TRANSFER AGREEMENT  
BETWEEN  
THE CITY OF MANOR AND  
MANVILLE WATER SUPPLY CORPORATION**

This CCN TRANSFER AGREEMENT (“*Agreement*”) is made and entered into by and between the City of Manor, Texas, a Texas home-rule municipality (the “*City*”), and Manville Water Supply Corporation, a Texas non-profit water supply corporation (“*Manville*”). The City and Manville are each referred to herein as a “*Party*”, and are collectively referred to herein as the “*Parties*.”

**RECITALS**

**WHEREAS**, the City is the holder of water Certificate of Convenience and Necessity (“*CCN*”) No. 10947, the boundaries of which are within Travis County, Texas;

**WHEREAS**, Manville is the holder of water CCN No. 11144, the boundaries of which are within Lee, Travis and Williamson Counties, Texas;

**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 Parties’ water CCN boundaries are adjacent to each other in certain locations;

**WHEREAS**, Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the “*Owner*”) owns approximately 35.626 acres of land in the City, same being Lot 2, J.F. Nagle Estates, a subdivision in Travis County, according to the plat thereof recorded under Document No. 199900207 of the Plat Records of Travis County, Texas (the “*Property*”);

**WHEREAS**, the Property, which is more specifically described in Exhibit A, attached hereto and incorporated herein for all purposes, is located within Manville’s water CCN (the “*Transfer Tract*”);

**WHEREAS**, the Owner has requested that Manville transfer the Transfer Tract from Manville’s water CCN boundaries to the City’s water CCN boundaries; and Manville and Owner have reached an agreement to accommodate such request; and

**WHEREAS**, the Parties desire that Manville transfer the portion of its water CCN that overlaps with the Transfer Tract to the City’s water CCN, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

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.** In accordance with TWC § 13.248, but always subject to the approval of the PUC, Manville transfers to the City, and the City accepts from Manville, the portion of Manville’s water CCN No. 11144 that overlaps with the Transfer Tract; and the Parties hereby agree to the modification of the boundaries of their water CCNs, accordingly. As more particularly described in that certain Settlement Agreement entered into between Owner and Manville contemporaneously with this Agreement, Owner shall pay Manville the sum of \$58,001.60 in full compensation for the release of the Transfer Tract from Manville’s water CCN No. 11144. The Parties agree that the sum is inclusive of the \$1,000 invoiced cost to relocate a Manville waterline that formerly served a portion of the Transfer Tract. The Parties agree to take all necessary steps at the sole cost of the Owner to prepare, file, and advance the application(s) at the PUC to transfer such water CCN boundaries from Manville’s water CCN No. 11144 to the City’s water CCN No. 10947. The City agrees to cooperate with Manville, solely at the cost of the Owner, in advancing such application(s), should the need arise.
3. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application(s) to transfer the portion of Manville’s water CCN No. 11144 that overlaps with the Transfer Tract to the City’s water CCN No. 10947, Manville shall have no further obligation to provide retail water service to the Transfer Tract. If the PUC does not agree to allow the transfer of the water CCN area corresponding with the Transfer Tract, then the Parties agree to continue to discuss how best to achieve the purpose of this Agreement.
4. **Non-Substantive Mapping Changes.** The Parties agree that, with Owner’s prior written consent, non-substantive corrections or changes may be made to the boundaries shown on **Exhibit A** to effectuate the purposes of this Agreement.
5. **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.
6. **Amendment.** This Agreement shall not be amended or terminated except by an instrument signed by all Parties to this Agreement.
7. **Assignment.** This Agreement may not be assigned by any Party, except with the prior written consent of the other Party and Owner.

8. **Notice.** All notices by Manville to the City shall be in writing, addressed to:

The City of Manor, Texas  
Attention: Scott Moore, City Manager  
P.O. Box 387  
Manor, TX 78653  
Telephone: (512)272-5555  
[smoore@manortx.gov](mailto:smoore@manortx.gov)

All notices by the City to Manville shall be in writing, addressed to:

Manville Water Supply Corporation  
Attn: Erik Prinz, General Manager  
13805 S.H. 95  
Coupland, Texas 78615  
Telephone: (512) 856-2488  
[eprinz@manvillewsc.org](mailto:eprinz@manvillewsc.org)

With a copy to:

Zachariah Evans  
2900 Anderson Lane  
Ste. C-200, No. 354  
Austin, TX 78757  
[zac@ztevanslaw.com](mailto:zac@ztevanslaw.com)

A copy of all notices sent under this Agreement shall be provided to Owner, addressed to:

Forestar (USA) Real Estate Group Inc.  
Attn: Will Genrich and Carrie Cappel  
10700 Pecan Park Blvd., Suite 150  
Austin, Texas 78750  
Email: [willgenrich@forestar.com](mailto:willgenrich@forestar.com) and [carriecappel@forestar.com](mailto:carriecappel@forestar.com)

When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, faxed, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by fax or e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, fax, or other commercially accepted means.

9. **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. All the respective obligations of

each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

10. **Governing Law/Venue.** This Agreement shall be governed, construed, and interpreted in accordance with the Constitution and laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Travis County, Texas, and actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Travis County, Texas. 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.
11. **Severability.** In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. **Unintended Omission.** If any punctuation, clause, word, 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 hereof, 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.
13. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.
14. **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.
15. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
16. **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 have executed this Agreement in multiple counterparts, each of which shall constitute an original, effective as of the date signed by the last of the Parties hereto (the "*Effective Date*").

***[The remainder of this page is intentionally left blank.]***

**CITY:**

THE CITY OF MANOR, TEXAS,  
a Texas home-rule municipality

By: \_\_\_\_\_  
Scott Moore, City Manager

Date: \_\_\_\_\_

**MANVILLE:**

MANVILLE WATER SUPPLY CORPORATION,  
a Texas non-profit water supply corporation

By:   
Erik Prinz, General Manager

Date: 9-13-2024

## **Exhibits**

Exhibit A: General Location Map.

Exhibit B: Detailed Map.

Exhibit C: Shapefiles associated with those two maps; and

Exhibit D: Agenda and Minutes for the September 9, 2021, meeting of Manville's Board of Directors showing that the Board considered this matter at a public meeting (see Agenda Item No. 7 (a)).