

AGREEMENT REGARDING WATER SERVICE TERRITORY

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement Regarding Water Service Territory (this "Agreement") is entered into as of the 15 day of October, 2024 (the "Effective Date") by Manville Water Supply Corporation ("Manville"), a retail public utility operating in the State of Texas and the City of Manor, a home-rule municipality in Travis County, Texas (the "City" or "Manor"). Manville and the City are hereinafter collectively referred to as the "Parties."

RECITALS

A. WHEREAS, Section 13.248 of the Texas Water Code ("TWC") provides that contracts between retail public utilities designating areas to be served and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas ("PUC") after public notice and hearing, are valid and enforceable and are incorporated into the appropriate areas of public convenience and necessity;

B. WHEREAS, both Manville and the City are retail public utilities as defined in Section 13.002(19) of the TWC;

C. WHEREAS, Manville is the holder of water Certificate of Convenience and Necessity ("CCN") No. 11144 and Manor is the holder of water CCN No. 10947, each of which define the certificated retail water service territories of the respective retail public utilities;

D. WHEREAS, Enfield Partners, LLC. owns two separate tracts that, together, total approximately 10.978 acres in the Manville service territory;

E. WHEREAS, the two tracts, a property of approximately 7.267 acres and a property of approximately 3.711 acres ("Transfer Tracts"), are depicted on the maps contained in Exhibits A-D of this Agreement;

F. WHEREAS, the Parties desire that Manville transfer the Transfer Tracts totaling approximately 10.978 acres of its water CCN to the City;

G. WHEREAS, Enfield Partners, LLC. has requested water service from the City and therefore supports transfer of the service territory from Manville to the City;

H. WHEREAS, no existing customers or facilities are being transferred as part of this Agreement;

I. WHEREAS, Manville and the City desire to enter into this Agreement pursuant to TWC Section 13.248 to designate areas and customers to be served by Manor; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I.
AGREEMENT**

1. **Purpose.** This Agreement shall be a contract designating areas and customers to be served by the Parties in accordance with TWC Section 13.248.

2. **Transfer of the CCN.** Manville transfers and conveys to the City, and the City hereby accepts that transfer from Manville, the 10.978 acres of Manville's CCN that are depicted as the Transfer Tracts in Exhibit C attached hereto, and the Parties hereby designate the City as the retail water service provider for those Transfer Tracts.

3. **Notice Requirements Have Been Fulfilled.** At its Board meeting of May, 2022, the Manville Board of Directors considered and approved this transfer of water service area to Manor. Exhibit E contains the Agenda announcing the May, 2022 Board meeting and the Minutes from that meeting demonstrating that the Board approved the transfer of the 10.978 acres. Exhibit F is an affidavit from Manville 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 TAC 24.253 (c) (2) and (3) have been fulfilled.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon approval of the application to move the Transfer Tracts from Manville to Manor, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

5. **Compensation.** Manville did require compensation of \$21,940 from Enfield Partners to transfer the Transfer Tracts totaling approximately 10.978 acres to the City. In addition, Manville did not require compensation from the City for the subject transfer.

6. **Application for Approval.** The Parties agree to fully cooperate as necessary regarding the preparation, filing, and prosecution of an application to secure PUC approval of this Agreement (the "PUC Application"). Each party shall bear its own costs and expenses in connection therewith.

7. **List of Exhibits**

Exhibit A: Overall Map

Exhibit B: PUC CCN Map

Exhibit C: Location Map

Exhibit D: Detailed Map

Exhibit E: Manville Board Meeting Agenda and Minutes

Exhibit F: Affidavit of Erik Prinz, Manville General Manager

II. MISCELLANEOUS

8. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

9. **Governing Law and Venue.** This Agreement will be governed by the Constitution and laws of the State of Texas. The courts of Texas shall have jurisdiction of any dispute arising out of or concerning this Agreement, either administrative or judicial, and venue shall be proper and lie exclusively in Travis County, Texas.

10. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party. All the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any approved successors or assigns of that Party.

11. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized by the Parties.

12. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

13. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

14. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

15. **Notices.** Any notice or other communication ("Notice") given under this Agreement must be in writing. Notice may be given or served: (i) by depositing it in the United States Mail, postage paid, certified with return receipt requested, and addressed to the party to be notified; or (ii) by personally delivering it to the party to be notified. Notice deposited in the mail will be effective three days after such deposit. Notice given in any other manner will be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties will be, until changed as provided below, as follows:

Manville: Erik Prinz, General Manager
Manville Water Supply Corporation
P. O. Box 248
Coupland, TX 78615
Email: eprinz@manvillewsc.org
Phone: 512-856-2488 Ext. 223

City of Manor: Scott Moore
City Manager
105 E. Eggleston Street
Manor, Texas 78653
Phone: 512/272-5555
Email: smoore@cityofmanor.org

With copies to
Paige Saenz
City Attorney
The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Phone: 512/323-5778
Email: paige@cityattorneytexas.com

The Parties may change their respective addresses for purposes of notice by giving at least five days written notice of the new address to the other party.

16. **Entire Agreement.** This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the date first set forth above.

Manville:

Manville Water Supply Corporation

By: Erik Prinz

Name: Erik Prinz

Title: General Manager

Date: 10-15-2024

Manor:

CITY OF MANOR

By: _____

Name: Scott Moore

Title: City Manager

Date: _____