

THE STATE OF TEXAS                   §

COUNTY OF TRAVIS                   §

## **WATER SERVICE AREA TRANSFER AGREEMENT**

This WATER SERVICE AREA TRANSFER AGREEMENT (the “Agreement”) is made and entered into by and between the City of Manor (“City” or “Manor”), a home rule municipality organized and existing under the laws of the State of Texas, and the Manville Water Supply Corporation (“Manville”) a retail public utility and Texas Corporation. The City and Manville WSC are each a “Party.” Collectively they are the “Parties.” This Agreement is effective on the date that the last Party signs the Agreement (the “Effective Date”).

### **RECITALS**

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;

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

**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;

**WHEREAS**, on or about March 31, 2021, Manor Independent School District (“District”), an independent school district and political subdivision of the State of Texas, acquired 40 acres of land located in whole or in part in the Manville water service territory and within the corporate limits of the City;

**WHEREAS**, the 40 acres was previously part of a larger tract owned by Butler Family Partnership, Ltd.;

**WHEREAS**, District is developing the 40 acres (“Transfer Tract”) into a K-8th grade campus and desires to receive water service from the City;

**WHEREAS**, the Parties desire that Manville transfer the portion of its water CCN that overlaps with the Transfer Tract shown in Exhibit C of this Agreement to the City’s water CCN;

**WHEREAS**, there are no customers or facilities located on the Transfer Tract; and

**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.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereafter, the receipt and sufficiency of which is hereby acknowledge, the Parties 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 Texas Water Code § 13.248.

2. **Transfer of the CCN Area.** Manville transfers and conveys to the City, and the City accepts from Manville, the portion of Manville CCN No. 11144 that overlaps with the Transfer Tract; and the Parties thereby agree to modification of the boundaries of their water CCN's, accordingly. There are no customers or facilities located on the Transfer Tract and, therefore, none are being transferred.

3. **Notice Requirements Have Been Fulfilled.** On October 14, 2021, the Manville Board of Directors considered and approved this transfer of water service area to Manor. Exhibit F contains the Agenda announcing the October 14 Board meeting (see Item 7.a.), and the Minutes from that meeting demonstrating that the Board approved the transfer of the 40 acres. Exhibit G is an affidavit from Manville General Manager Tony Graf attesting to the fact that the Manville Board did indeed carry out the public notice.

4. **No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to transfer the Transfer Tract from Manville to the City, Manville shall have no further obligation to provide retail water service to the Transfer Tract.

5. **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. Each party shall bear its own costs and expenses in connection therewith.

6. **List of Exhibits**

Exhibit A: Overview Map

Exhibit B: Location Map

Exhibit C: Detailed Map

Exhibit D: Metes and Bounds Description of Transfer Tract

Exhibit E: Land Title Survey of Transfer Tract

Exhibit F: Meeting Agenda and Minutes (Manville)

Exhibit G: Affidavit Regarding Notice (T. Graf)

7. **Governing Law and Venue.** This Agreement is made according to the laws of the state of Texas. The parties expressly agree that this Agreement is governed by and will be construed and enforced in accordance with Texas law. Venue for any dispute shall be in courts with jurisdiction over Travis County, Texas.

8. **Entire Agreement.** This Agreement reflects the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter thereof.

9. **Notice.** The following notice requirements shall apply with regard to notice by the Parties to each other, except with regard to other or additional requirements that may apply to documents served on all parties as provided in 16 Tex. Admin Code § 22.74. When this Contract requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, 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 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, or other commercially accepted means. Notices and routine communications to the City and Manville shall be addressed as follows:

Manville: Tony Graf, General Manager  
Manville Water Supply Corporation  
P. O. Box 248  
Coupland, TX 78615  
Email: [tgraf@manvillewsc.org](mailto:tgraf@manvillewsc.org)  
Phone: 512-856-2488 Ext. 223

City of Manor: Scott Dunlop  
Interim City Manager  
105 E. Eggleston Street  
Manor, Texas 78653  
Phone: 512/272-5555  
Email: [sdunlop@cityofmanor.org](mailto:sdunlop@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](mailto: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.

10. **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, whose consent shall not be unreasonably withheld. All of the respective obligations of each Party shall bind that Party and shall apply to and bind any successors or assigns of that Party.

11. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all purposes.

12. **Multiple Originals.** This Agreement may be executed in a 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.

13. **Terms to be Exclusive.** The entire agreement between the parties with respect to the subject matter under this Agreement is contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties solely and not for the benefit of any other person, persons or legal entities.

14. **No Waiver of Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

15. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.


16. **Waiver or Modification Ineffective Unless in Writing.** A waiver, alteration or modifications of any of the provisions of this Agreement will not be binding unless in writing and signed by authorized representatives of the parties to this Agreement.

17. **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 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:   
Name: Tony Graf  
Title: General Manager

**Manor:**

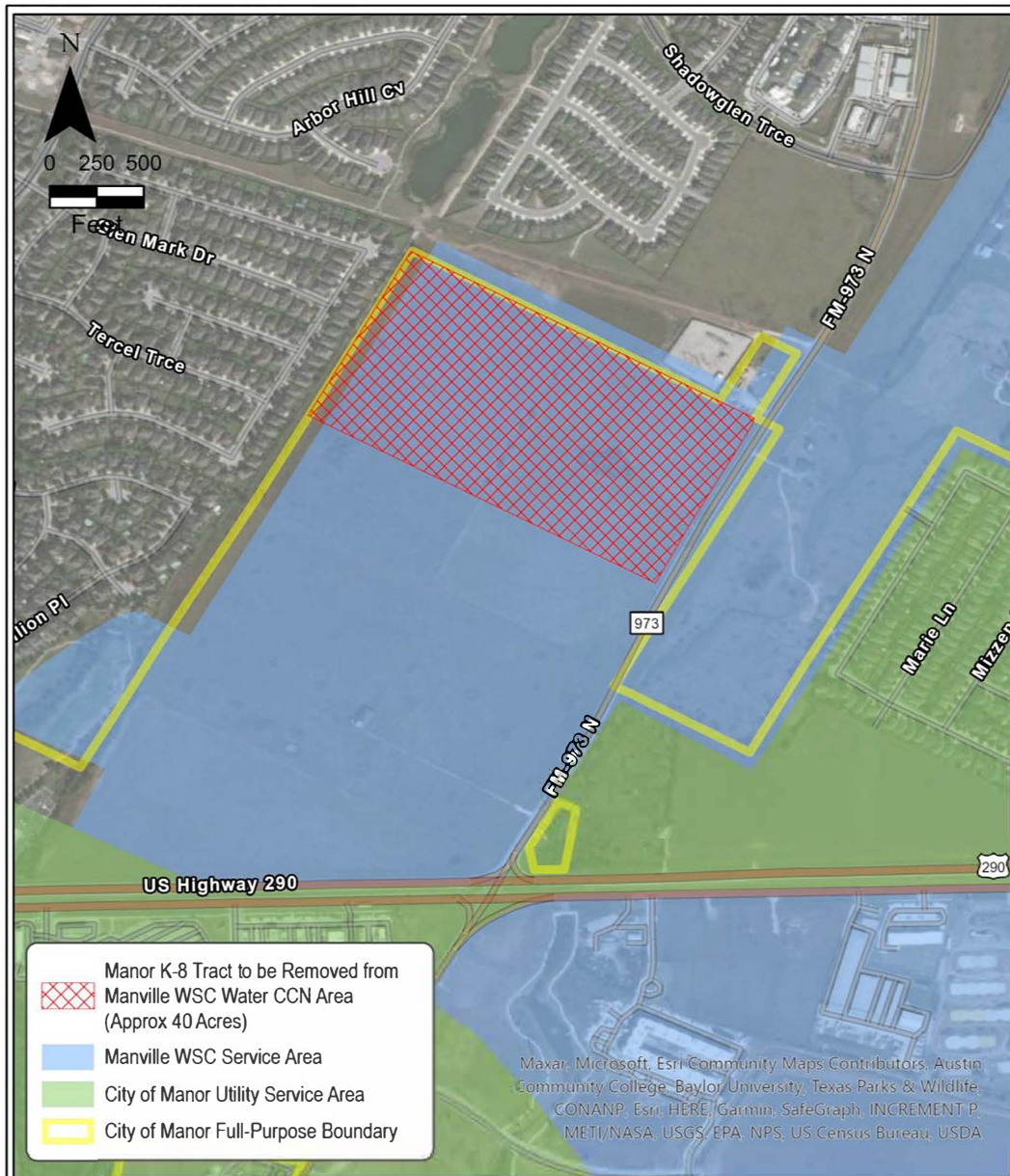
**CITY OF MANOR**

By: \_\_\_\_\_  
Name: Scott Dunlop  
Title: Interim City Manager

**Attest:**

\_\_\_\_\_  
Lluvia T. Almaraz  
City Secretary

**EXHIBIT A**  
**OVERVIEW MAP**



**CIVILITUDE**  
ENGINEERS & PLANNERS

PUBLIC  
UTILITY  
COMMISSION  
OF TEXAS

## Overview Map

*Manor K-8 Tract to be removed  
from Manville WSC Water CCN  
Manor, Travis County, TX 78653*

**EXHIBIT B**

**LOCATION MAP**





**CIVILITUDE**  
ENGINEERS & PLANNERS

PUBLIC  
UTILITY  
COMMISSION  
OF TEXAS

## Location Map

*Manor K-8 Tract to be removed  
from Manville WSC Water CCN  
Manor, Travis County, TX 78653*

**EXHIBIT C**  
**DETAILED MAP**



**CIVILITUDE**  
ENGINEERS & PLANNERS

PUBLIC  
UTILITY  
COMMISSION  
OF TEXAS

## Detailed Map

Manor K-8 Tract to be removed  
from Manville WSC Water CCN  
Manor, Travis County, TX 78653

**EXHIBIT D**

**METES AND BOUND DESCRIPTION OF TRANSFER TRACT**



**Legal Description**

**BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 40.0070 ACRES (1,742,706 SQUARE FEET) OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS, BEING ALL OF A CALLED 40.00 ACRE TRACT CONVEYED TO BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 2021070036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), SAID 40.0070 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**



PO Box 90876  
Austin, TX 78709  
(512) 537-2384  
jward@4wardls.com  
[www.4wardls.com](http://www.4wardls.com)

**BEGINNING**, at a 1/2-inch iron rod with "Holt-Carson" cap found in the west right-of-way line of F.M. 973 (right-of-way varies), being the northeast corner of said Manor Independent School District tract, being the southeast corner of a called 1.069 acre tract conveyed to Julio C. Mireles in Document No. 2015111013 (O.P.R.T.C.T.), being the northwest corner of a called 7.532 acre tract conveyed to the State of Texas for right-of-way purposes in Document No. 2003035973 (O.P.R.T.C.T.), also being the southwest corner of a called 0.684 acre right-of-way dedication conveyed to the State of Texas for right-of-way purposes in Document No. 2001150390 (O.P.R.T.C.T.), for the northeast corner and **POINT OF BEGINNING** hereof, from which a TxDot Type III monument found (5/8" iron rod with TxDot cap) for the northeast corner of said 1.069 acre tract, being the southeast corner of a called 0.61 acre tract conveyed to Allan Click in Document No. 2003260859 (O.P.R.T.C.T.), bears, N27°47'35"E, a distance of 246.07 feet;

**THENCE**, with the west right-of-way line of said F.M. 973, with the east line of said Manor Independent School District tract, and with the west line of said 7.532 acre right-of-way tract, **S27°43'42"W**, a distance of **963.44** feet to a 1/2-inch iron rod with "RRP Surveying" cap found for the southeast corner hereof, said point being the southeast corner of said Manor Independent School District tract, also being the northeast corner of the remainder of a called 116.45 acre tract ("Tract 1") conveyed to The Butler Family Partnership, Ltd., in Volume 12271, Page 872 of the Real Property Records of Travis County, Texas (R.P.R.T.C.T.), from which a 1/2-inch iron rod with "Ash 5687" cap found for an angle point in the east line of said remainder of 116.45 acres tract, being an angle point in the west line of said F.M. 973, same being an angle point in the west line of said 7.532 acre right-of-way tract, bears, S27°43'42"W, a distance of 1,675.75 feet;


**THENCE**, leaving the west right-of-way line of said F.M. 973, with the south line of said Manor Independent School District tract and the north line of said remainder of 116.45 acres tract, **N62°03'11"W**, a distance of **1,803.44** feet to a 1/2-inch iron rod with "RRP Surveying" cap found for the southwest corner hereof, said point being the southwest corner of said Manor Independent School District tract, being the northwest corner of said remainder of 116.45 acres tract, and being in the east line of the remainder of a called 4.147 acre tract (Detention Pond) conveyed to Travis County Municipal Utility District No. 2 in Document No. 2005232936 (O.P.R.T.C.T.), from which a 1/2-inch iron rod found for an angle point in the west line of said remainder of 116.45 acres tract, being an angle point in the east line of said 4.147 acre tract, bears S27°06'47"W, a distance of 551.74 feet;

**THENCE**, with the west line of said Manor Independent School District tract, in part with the east line of said 4.147 acre tract, in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 2010062350 (O.P.R.T.C.T.), in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 201085809 (O.P.R.T.C.T.), in part with the east line of a called 0.058 acre tract conveyed to Shadowglen Residential Community, Ltd. in Document No. 2010085810 (O.P.R.T.C.T.), and in part with the east line of a called 0.057 acre tract conveyed to SG Land Holdings, LLC in Document No. 2014000981 (O.P.R.T.C.T.), **N27°06'47"E**, a distance of **963.78** feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being the northwest corner of said Manor Independent School District tract, being in the east line of said 0.057 acre SG Land Holdings tract, also being the southwest corner of the remainder of a called 94.85 acre tract ("Tract 4") conveyed to SG Land Holdings, LLC in Document No. 2012217281 (O.P.R.T.C.T.), from which a Mag Nail found bears, S39°37'12"W, a distance of 0.29 feet;

**THENCE**, with the north line of said Manor Independent School District tract, in part with the south line of said remainder of 94.85 acres tract, in part with the south line of Lot 1, Block A of Bluebonnet Final Plat, a subdivision recorded in Document No. 200800197 (O.P.R.T.C.T.), and in part with the south line of said 1.069 acre tract, **S62°02'44"E**, passing at a distance of 1,272.17 feet a 1/2-inch iron rod with "Vara Land Surveying" cap found for the common south corner of said remainder of 94.85 acres and said Lot 1, continuing for a total distance of **1,813.79** feet to the **POINT OF BEGINNING**, and containing 40.0070 Acres (1,742,706 Square Feet) more or less.

**NOTE:**

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203); all distances were adjusted to surface using a combined scale factor of 1.000080179515. See attached sketch (reference drawing: 01260.dwg)

 **7/21/21**  
\_\_\_\_\_  
Jason Ward, RPLS #5811  
Ward Land Surveying, LLC

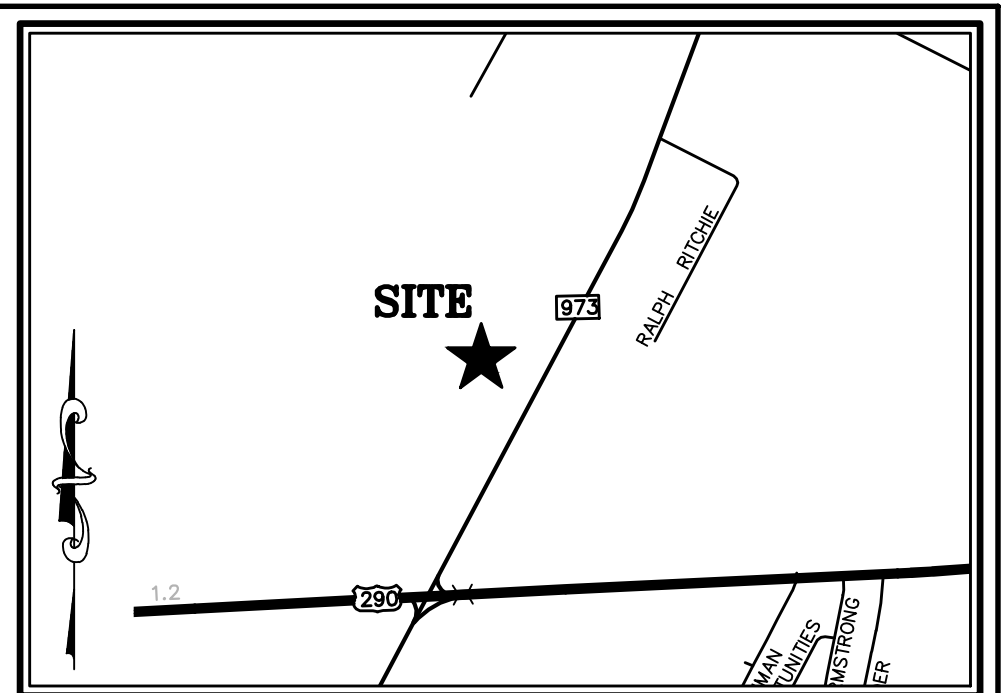
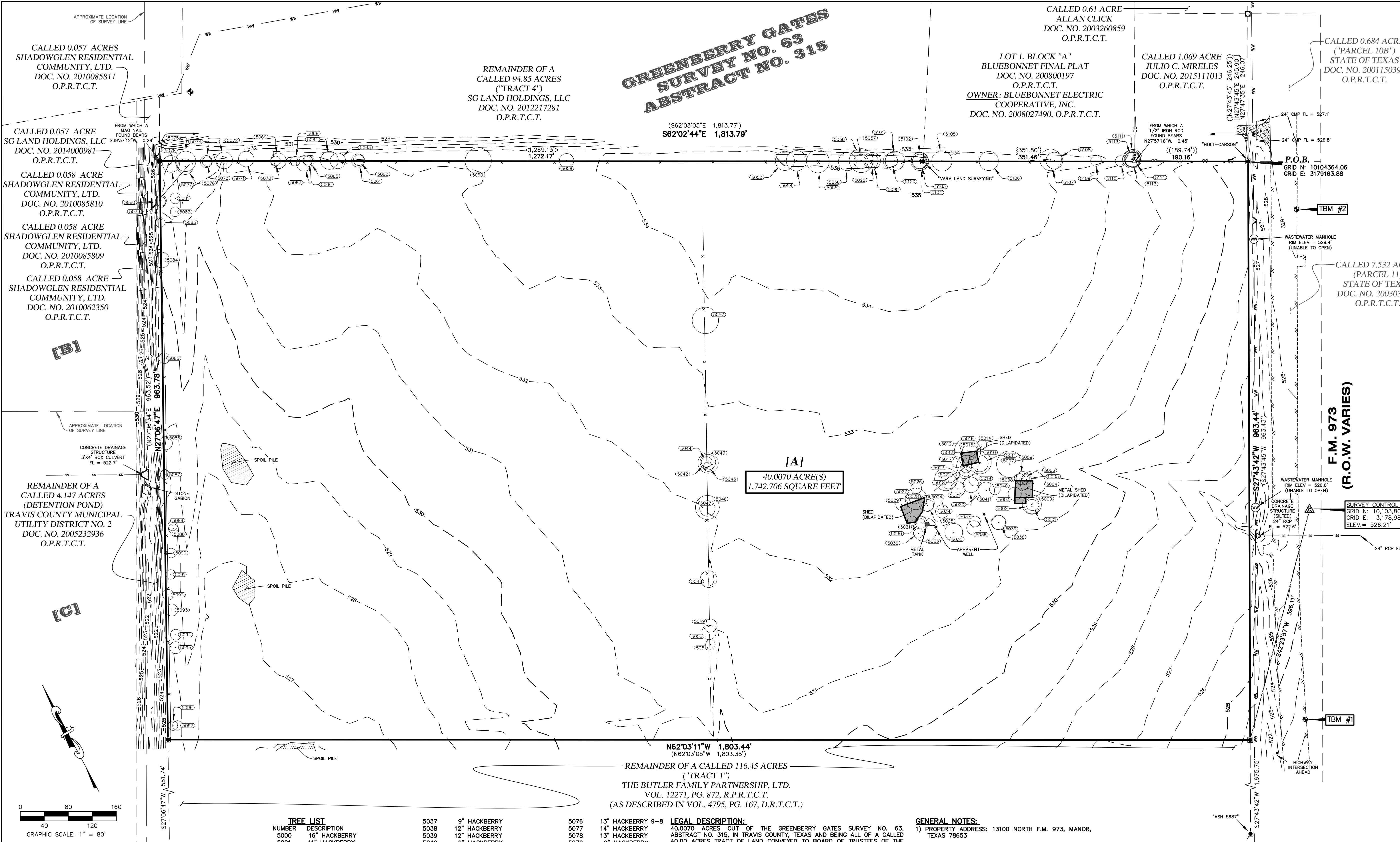


**7/21/21**

**EXHIBIT E**

**LAND TITLE SURVEY OF TRANSFER TRACT**





VICINITY MAP	
SCALE: 1" = 2000'	
LEGEND	
---	PROPERTY LINE
---	EXISTING PROPERTY LINES
---	EXISTING EASEMENTS
---	CONTOUR LINE
---	1/2" IRON ROD FOUND (UNLESS NOTED)
---	IRON ROD WITH "RRP SURVEYING" CAP FOUND (UNLESS NOTED)
---	TXDOT TYPE III 5/8" ALUMINUM CAPPED FOUND
---	BENCHMARK
---	CALCULATED POINT
---	MAG NAIL FOUND
---	SURVEY CONTROL POINT
---	CLEAN OUT
---	FIRE HYDRANT
---	WASTEWATER MANHOLE
---	SIGN (AS NOTED)
---	EDGE OF ASPHALT
---	WIRE FENCE
---	CHAIN LINK FENCE
---	WASTEWATER LINE
---	STORM SEWER LINE
---	CONCRETE
---	BUILDING
---	RCPP
---	CMPP
---	FL ELEV
---	FL LINE ELEVATION
---	P.O.B.
---	P.U.E.
---	VOL./P.S.
---	DOC. NO.
---	R.O.W.
---	P.R.T.C.T.
---	O.P.R.T.C.T.
---	R.P.R.T.C.T.
---	D.R.T.C.T.
---	RECORD INFORMATION PER DEED DOC. NO. 2021070036
---	RECORD INFORMATION PER DEED DOC. NO. 2001150390
---	RECORD INFORMATION PER DEED DOC. NO. 200800197
---	RECORD INFORMATION PER DEED DOC. NO. 2012217281
---	RECORD INFORMATION PER DEED DOC. NO. 2001150390

**[A]**  
CALLED 40.00 ACRES  
BOARD OF TRUSTEES OF THE  
MANOR INDEPENDENT  
SCHOOL DISTRICT  
DOC. NO. 2021070036, O.P.R.T.C.T.

**[B]**  
SUMNER BACON  
SURVEY NO. 62  
ABSTRACT NO. 63

**[C]**  
WILLIAM STANDERFORD  
SURVEY NO. 69  
ABSTRACT NO. 742

TREE LIST	
NUMBER	DESCRIPTION
5000	16" HACKBERRY
5001	11" HACKBERRY
5002	12" HACKBERRY
5003	11" HACKBERRY 8-5
5004	21" HACKBERRY 17-7
5005	8" HACKBERRY
5006	10" BOIS D'ARC
5007	11" BOIS D'ARC 8-6
5008	9" HACKBERRY
5009	22" BOIS D'ARC
5010	19" HACKBERRY 14-9
5011	14" HACKBERRY 11-5
5012	18" HACKBERRY
5013	9" HACKBERRY
5014	8" HACKBERRY
5015	13" HACKBERRY
5016	22" HACKBERRY 17-9
5017	9" HACKBERRY
5018	8" HACKBERRY
5019	10" HACKBERRY
5020	13" HACKBERRY
5021	12" HACKBERRY
5022	13" HACKBERRY
5023	19" BOIS D'ARC 13-12
5024	13" HACKBERRY
5025	10" HACKBERRY
5026	9" HACKBERRY
5027	18" BOIS D'ARC
5028	9" HACKBERRY
5029	10" HACKBERRY
5030	10" HACKBERRY
5031	8" HACKBERRY
5032	8" HACKBERRY
5033	20" BOIS D'ARC 11-9-8
5034	11" HACKBERRY
5035	15" HACKBERRY 12-5
5036	12" HACKBERRY 9-5

5037	9" HACKBERRY	5076	13" HACKBERRY 9-8
5038	12" HACKBERRY	5077	14" HACKBERRY
5039	12" HACKBERRY	5078	13" HACKBERRY
5040	9" HACKBERRY	5079	9" HACKBERRY
5041	14" MESQUITE 10-8	5080	9" CEDAR ELM
5042	13" MESQUITE 10-5	5081	9" HACKBERRY
5043	17" MESQUITE 9-8-8	5082	8" CEDAR ELM
5044	9" HACKBERRY	5083	8" CEDAR ELM
5045	8" HACKBERRY	5084	13" CEDAR ELM
5046	20" HACKBERRY 14-11	5085	9" CEDAR ELM
5047	13" HACKBERRY	5086	11" HACKBERRY
5048	14" HACKBERRY	5087	8" HACKBERRY
5049	11" HACKBERRY	5088	8" BOIS D'ARC
5050	12" HACKBERRY 9-6	5089	8" BOIS D'ARC
5051	8" CEDAR	5090	8" CEDAR ELM
5052	22" HACKBERRY 12-8-4-4-4	5091	8" BOIS D'ARC
5053	16" HACKBERRY	5092	9" CEDAR ELM
5054	17" HACKBERRY	5093	10" BOIS D'ARC
5055	19" HACKBERRY	5094	9" BOIS D'ARC
5056	15" HACKBERRY	5095	10" BOIS D'ARC
5057	12" HACKBERRY	5096	8" BOIS D'ARC
5058	20" HACKBERRY 11-10-7	5097	8" BOIS D'ARC
5059	12" HACKBERRY 8-8	5098	11" HACKBERRY
5060	12" HACKBERRY	5099	11" HACKBERRY
5061	11" HACKBERRY	5100	12" HACKBERRY
5062	9" HACKBERRY	5101	16" HACKBERRY
5063	13" BOIS D'ARC 9-8	5102	14" HACKBERRY
5064	15" HACKBERRY	5103	12" HACKBERRY
5065	9" HACKBERRY	5104	15" HACKBERRY
5066	8" HACKBERRY	5105	17" HACKBERRY
5067	13" BOIS D'ARC 10-6	5106	16" HACKBERRY
5068	8" HACKBERRY	5107	16" HACKBERRY
5069	13" HACKBERRY	5108	14" HACKBERRY
5070	8" HACKBERRY	5109	9" HACKBERRY
5071	13" HACKBERRY	5110	9" HACKBERRY
5072	14" HACKBERRY	5111	15" HACKBERRY
5073	8" CEDAR ELM	5112	15" HACKBERRY
5074	10" CEDAR ELM	5113	15" HACKBERRY
5075	17" HACKBERRY	5114	13" HACKBERRY

**LEGAL DESCRIPTION:**  
40.0070 ACRES OUT OF THE GREENBERRY GATES SURVEY NO. 63, ABSTRACT NO. 315, IN TRAVIS COUNTY, TEXAS AND BEING ALL OF A CALLED 40.00 ACRES TRACT OF LAND CONVEYED TO BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT IN DOC. NO. 2021070036 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

**BEARING BASIS:**  
ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00080179515.

**SURVEY CONTROL:**  
CONTROL FOR THIS SURVEY IS BASED ON A 1/2" IRON ROD WITH "4WARD CONTROL" CAP SET, GRID COORDINATES (STATE PLANE TEXAS CENTRAL - 4203) TO ELEVATIONS (NAVD83) SHOWN HEREON WERE COMPUTED FROM NGS O.P.U.S. SOLUTION REPORT DERIVED FROM 4WARD STATIC DATA COLLECTED JULY 06, 2021.

**UTILITY NOTE:**  
THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED (UTILITIES SHOWN HEREON MAY BE EXAGGERATED FOR GRAPHIC REPRESENTATION ONLY) ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES ONLY THE VISIBLE ABOVE GROUND UTILITY STRUCTURES.

**BENCHMARK NOTE:**  
TBM #1-- COTTON SPINDLE SET IN THE EAST MARGIN OF F.M. 973, ±362' SOUTHWEST OF A WASTEWATER MANHOLE IN THE NORTHWEST CORNER OF SUBJECT TRACT. ELEVATION = 523.34'.  
TBM #2-- COTTON SPINDLE SET IN THE EAST MARGIN OF F.M. 973, ±87' NORTHEAST OF A WASTEWATER MANHOLE IN THE WEST MARGIN OF F.M. 973, ±113' SOUTHEAST OF THE NORTHEAST CORNER OF SUBJECT TRACT. ELEVATION = 529.54'.

**GENERAL NOTES:**  
1) PROPERTY ADDRESS: 13100 NORTH F.M. 973, MANOR, TEXAS 78653  
2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.  
3) THE LOCATION OF FENCES AND THE SIZE AND LOCATION OF UTILITY STRUCTURES, (IF SHOWN), MAY BE EXAGGERATED FOR GRAPHICAL CLARITY.  
4) ADDITIONAL NUMBERS (IF SHOWN) IN THE TREE LIST AT THE END OF THE TREE DESCRIPTION, REPRESENT THE SIZES AND NUMBER OF MULTI-TRUNK TREES.  
5) UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON UTILITY MAPS PROVIDED BY THE VARIOUS UTILITY COMPANIES.  
6) THERE WERE NO STRIPED PARKING SPACES ON THIS SITE AT THE TIME OF SURVEY.  
7) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND WOULD BE SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE COMMITMENT MAY DISCLOSE.

**FLOODPLAIN NOTE:**  
THIS PROPERTY IS LOCATED WITHIN ZONE 'X', (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON F.I.R.M. MAP NO. 48453004851, TRAVIS COUNTY, TEXAS AND INCORPORATED AREAS, MAP REVISED AUGUST 18, 2014.  
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

**ALTA/NSPS CERTIFICATION:**  
TO THE BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a), 8, 10, 11, 13, 15, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON (JULY 15, 2021).

**ALTA/NSPS CERTIFICATION:**  
TO THE BOARD OF TRUSTEES OF THE MANOR INDEPENDENT SCHOOL DISTRICT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1-6, 7(a), 8, 10, 11, 13, 15, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON (JULY 15, 2021).

**ALTA/NSPS LAND TITLE,  
TOPOGRAPHIC & TREE  
SURVEY OF 40.0070 ACRES  
OUT OF THE GREENBERRY  
GATES SURVEY NO. 63,  
ABSTRACT NO. 315  
City of Manor,  
Travis County, Texas**



Date:	7/21/2021
Project:	01260
Scale:	1" = 80'
Reviewer:	DV
Tech:	TR
Field Crew:	TS/JC
Survey Date:	JUL, 2021
Sheet:	1 OF 1

**4WARD**  
Land Surveying  
A Limited Liability Company  
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WWW.4WARDLS.COM (512) 537-2384  
TPELS FIRM #01174390



**EXHIBIT F**

**MEETING AGENDA AND MINUTES**

## MANVILLE WATER SUPPLY CORPORATION

P. O. Box 248  
Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
Fax (1-888) 856-2242 • (512) 856-2029

### NOTICE OF PUBLIC MEETING

Notice is hereby given that the Manville Water Supply Corp. Board of Directors will meet for a regular monthly meeting at the Manville Water Supply office at 13805 South SH 95 in Coupland, Texas at 6:00 P.M. on Thursday, October 14, 2021.

1. Call Meeting to Order
2. Approval of Minutes
3. Citizens Communication
4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development concerns for the Coupland area – Erik Prinz
5. Manager's Report and Condition of System – Tony Graf  
Report on:
  - 36" transmission line easement acquisition status
  - Monthly System Activities
6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
7. Discuss and Take Action
  - a. Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD – Ken Ramirez & Destinee Gesing
  - b. Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3" Asbestos Pipe
  - c. Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's
  - d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's
  - e. Consider Approval of SH 130/ Howard Lane - 747 LUE's
    - Northwest Tract – Light Industrial (108 LUE's)
    - Northeast Tract – Light Industrial (74 LUE's)
    - Southwest Tract - Multi Family/Mixed use (565 LUE's)
  - f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's
  - g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's
  - h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane due to Storage Pressure Capacity issues
  - i. Financial Report – Rexanne Pilkenton
    - Approve Balance Sheet and Income Statement
    - Discuss LUE and Committed Funds Report
  - j. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
8. Engineer's Report – Jerry Fontaine
  - a. Report on Construction Projects
9. Next Board Meeting – Wednesday, November 10, 2021
10. Adjourn

  
\_\_\_\_\_  
Tony Graf, General Manager, October 11, 2021

# MANVILLE WATER SUPPLY CORPORATION

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Coupland, TX 78615

Toll Free (1-888) 856-2488 • (512) 856-2488  
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A meeting of the Manville Water Supply Corporation was held October 14, 2021, at Manville's office in Coupland.

## Meeting Minutes

### Board of Directors present:

Jack Atterstrom, President  
George Tolleson, Vice President  
Larry Hodde, Secretary  
Tracy Spellings, Treasurer  
Steve Mares  
Joe Coffey  
Marcus Gary  
Sam Jones  
Jeff Monzingo

### Not Present:

### Manville Representatives and Staff present:

Tony Graf, General Manager  
Rexanne Pilkenton, Assistant GM  
Erik Prinz, Director of Operations  
Karl Moeller, Attorney  
Jerry Fontaine - Engineer

### Visitors:

Ken Ramirez, Attorney, Butler Family Partnership,  
Destinee Gesing, Manor ISD, Mario Casiano, CEL-  
SH 130/ Howard Lane

### 1. Call Meeting to Order

Jack Atterstrom, President, called the meeting to order at 6:03 p.m.

Jack welcomed Jeff Monzingo to the Board of Directors and thanked him for volunteering to serve.

### 2. Approval of Minutes

George Tolleson made a motion to approve the minutes as submitted to the Directors with a date of the meeting correction. Tracy Spellings seconded the motion; motion carried.

### 3. Citizens Communication

None

### 4. Report on System Monitoring & Data Collection for recent Pressure Complaints and Additional Development concerns for the Coupland area – Erik Prinz

Jack reported that he responded by email to each of the members the Board received complaints from.

Jacks' response to the members was that he too lives in the rural area of Coupland and shares their concerns about growth and the strains on the water supply system. He added that he has been in contact with the staff regarding the specific issues of pressure that were raised in the emails.

Jack stated to the members that their concerns will be discussed by the Board at the next scheduled meeting and the Board will carefully review all new applications for service to ensure Manville has adequate capability to serve any new development without adversely affecting service to the existing customers.

Jack added in his response that it is important to understand that Manville has no permitting authority or jurisdiction, as that power resides with the County. A development does have to be platted and approved by the County before service is provided by Manville. Manville has an obligation, under its charter, to serve all customers within Manville's CCN, provided there is sufficient means and capacity. He noted they responded thanking the Board for their consideration.

Erik presented to the Board an illustration of the area with a graph of the pressure logger's data in the area the Board received complaints. These customers are served by the Coupland Plant and the data did indicate occasional drops in the system pressure however all except one was well above TCEQ requirements of 35 psi. Pressure in this area ranged from 90 psi to 29.2 psi. The logger data that dropped below 30 psi was due to a leak that was identified in the system. Erik will continue to regularly monitor areas within the system to aid in identifying potential problem areas and provide the information to Jerry. Erik stated that he and Jerry are working on identifying areas needing additional line looping and upgrades to water lines in the rural portion of the system for 2022. It was noted that two budgeted projects, Type elevated storage tank & Structure additional can pumps, is needed to provide additional

development service added in the Type/Shiloh pressure plane. The Structure project is scheduled to be brought to the Board to award at the next meeting. The elevated storage tank at Type is pending land conveyance from the landowner and design of the tank by the tank builders, who are currently scheduled to meet mid-November. Jerry added an additional storage tank will be budgeted in 2022 for the Shiloh area.

## 5. Manager's Report and Condition of System – Tony Graf

### Report on:

- 36" transmission line easement acquisition status

Tony reported that EAS has obtained surveying permission for an additional 47 tracts since last months update. As of October 4<sup>th</sup>, EAS has obtained surveying permission on a total of 78 tracts, 30 tracts remain to be contacted and 18 tracts are pending. Currently there are 4 tracts that have been listed as "denied". EAS has begun the beginning process of surveying by setting control in the area and boundary surveying will follow.

- Monthly System Activities

Tony reported that there is a leak on a 6" water line along Hwy 290 near Wilbarger Creek. Crews are unable to access the line, as the area is under water, due to recent flooding. An emergency connection is being established with Aqua, to restore service to those customers affected, until the line can be accessed for repair. Tony noted that Manville is still working on the land conveyance with John Lloyd for the SWWC interconnect and booster station. John is asking for a letter stating that Manville will serve the remaining phases of Eastwood. Karl spoke with John's attorney, Kevin Flahive, and explained that Manville is not able to make a formal commitment for the additional phases until a formal request is submitted, studied and Board approved. Karl composed a letter that was sent to Mr. Lloyd stating the above requirements.

Tony noted that the HBO film crew is still on-site and should be finishing soon.

## 6. Brief Board on Recent Meetings and Committee Report(s)- No action, report only

Tony noted that a zoom meeting was held with Jim Carpenter and his representatives in regard to his proposed development, Emerald Island. Jim stated that the property was recently valued at \$250,000 per acre and he will request that the Board relinquish the Lawrence well, due to the sanitary easement, in exchange he is proposing to provide Manville with surface water from his development as a replacement for the well. Rexanne informed the group that Manville has groundwater sources and surface water would pose a problem due to treatment.

Tony stated that he, Rexanne & Erik discussed the option of additional water with SWWC staff. They would consider the request however improvements will be needed in that area, and they will want to amend the current non take or pay contract.

## 7. Discuss and Take Action

- Consider Request to Opt-Out of Manville CCN for Butler Family Partnership and the Manor ISD – Ken Ramirez & Destinee Gesing

Marcus Gary made a motion to Approve the Request to Opt-Out of Manville's CCN for the Butler Family Partnership tract with compensation of \$2000 per acre (88.1 acres) and a 20' easement along the entire property frontage on FM 973, to be determined by Manville, & to release the Manor ISD tract (approx. 40 acres) with no compensation. George Tolleson seconded the motion; motion carried.

- Approve Bid and Consider Awarding Contract for Broad Street 8" Water Line replacement of 3" Asbestos Pipe

George Tolleson made a motion to Approve the Bid and Award the Contract for the Broad Street 8" Water Line replacement of 3" Asbestos Pipe to the low bidder, Whitney Underground, for \$268,420. Sam Jones seconded the motion; motion carried.

- Consider Approval of Eight Point Ranch, CR 468 - 100 LUE's

Sam Jones made a motion to Approve Eight Point Ranch, CR 468 - 100 LUE's with the provision that service will not be provided until the proposed elevated storage tank at Type & additional can pumps at Structure are completed and in operation. Larry Hodde seconded the motion; motion carried.

d. Consider Approval of High Point Village, Phase 1 (Wolf Tract) - 120 LUE's  
 Marcus Gary made a motion to Approve High Point Village, Phase 1 (Wolf Tract) - 120 LUE's with the provision that service will not be provided until the proposed SWWC interconnect project, Eastwood Booster station and 16" water line to tank site are completed and in operation. Larry Hodde seconded the motion; motion carried.

e. Consider Approval of SH 130/ Howard Lane - 747 LUE's  
 Northwest Tract – Light Industrial (108 LUE's)  
 Northeast Tract – Light Industrial (74 LUE's)  
 Southwest Tract - Multi Family/Mixed use (565 LUE's)  
 Joe Coffey made a motion to Approve SH 130/ Howard Lane -Northwest Tract – Light Industrial (108 LUE's), Northeast Tract – Light Industrial (74 LUE's), & Southwest Tract - Multi Family/Mixed use (565 LUE's) for a total of 747 LUE's. Tracy Spellings seconded the motion; motion carried.

f. Consider Approval of Enfield, FM 973/Greg Lane – 387 LUE's  
 George Tolleson made a motion to Approve Enfield, FM 973/Greg Lane – 387 LUE's. Larry Hodde seconded the motion; motion carried.

g. Consider Approval of Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's  
 Tabled  
 George Tolleson made a motion to table Vault Manor Industrial Park, Old Kimbro Road – 18 LUE's. Larry Hodde seconded the motion; motion carried.

h. Discuss and Take Action Regarding New Development Requests in Type/Shiloh Pressure Plane due to Storage Pressure Capacity issues  
 Marcus Gary made a motion that New Development Requests in Type/Shiloh Pressure Plane will be accepted for considered with the provision that the proposed elevated storage tank at Type & additional can pumps at Structure are completed and in operation before service will be provided if approved. Sam Jones seconded the motion; motion carried.

i. Financial Report – Rexanne Pilkenton  
 • Approve Balance Sheet and Income Statement  
 • Discuss LUE and Committed Funds Report  
 Rexanne presented the above noted reports which were distributed to the Board.  
 Larry Hodde made a motion to accept the Financial Reports as presented. Marcus Gary seconded the motion; motion carried.

Jack set a committee that includes himself, George Tolleson, Sam Jones and Marcus Gary to determine Tariff revisions, that will include a term for LUE fees, to present to the Board for approval.

j. Manville W.S.C. – Water 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. Engineer's Report – Jerry Fontaine  
 a. Report on Construction Projects  
 Jerry reported that: a) the well drilling contract for the test well in Lee County has been signed and a pre-construction meeting is scheduled, b) the booster pumps at the Gregg Lane plant & the SE Loop 16" water line project both should be completed in the next 60 days, c) The contractor for Gregg Manor Phase 1 has started clearing the easement ROW, & d) SWWC interconnect plans are pending approval by SWWC to open bids and is contingent on the property dedication by John Lloyd.

9. Next Board Meeting – Wednesday, November 10, 2021

10. Adjourn  
 Larry Hodde made a motion the meeting adjourn. Marcus Gary seconded the motion, meeting adjourned.

**EXHIBIT G**

**AFFIDAVIT REGARDING NOTICE**

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

**AFFIDAVIT OF TONY GRAF**

1. My name is Tony Graf. I am the General Manager for Manville Water Supply Corporation ("MWSC") a retail public utility providing utility services in Travis County. I am over the age of 18 years and reside in TRAVIS County, Texas. I am of sound mind and fully competent to make this affidavit. I have personal knowledge of the facts stated herein, and they are true and correct.

2. During a public meeting held on October 14, 2021, the MWSC Board of Directors (Board) considered various matters including the request of the Manor Independent School District (MISD) to transfer 40 acres of land ("Transfer Area") from MWSC's water certificate of convenience and necessity (CCN) No. 11144 to the City of Manor's water CCN No. 10947.


3. Notice of the October 14, 2021, meeting was disseminated by persons in MWSC's employ and under my supervision. I attest that proper notice as required under Texas Open Meetings Act, Government Code Chapter 551 was provided for the October 14, 2021, Board meeting. A copy of the meeting agenda and the minutes of the October 14 meeting are provided under a separate exhibit in this filing packet.

4. MISD owns the 40 acres, a tract of land it acquired from Butler Family Partnership, Ltd. (Butler). As reflected in Item 7.a. of the minutes, the Board considered the MISD request at the same time it heard the request from Butler to transfer its 88.1 acres to Manor CCN No. 10947.

5. The Board approved MISD's request to transfer the 40 acres to Manor CCN No. 10947 for no compensation to be paid to Manville Water Supply Corporation.

**Acknowledgement**

I declare under penalty of perjury that the foregoing is true and correct . Affiant further sayeth not.

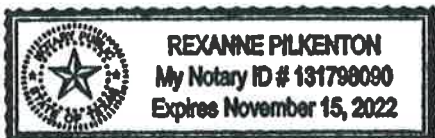
  
Tony Graf, General Manager  
Manville Water Supply Corporation


State of Texas

County of Travis Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Tony Graf, as the General Manager of Manville Water Supply Corporation, known to me to be the person whose name is subscribed on this document and acknowledged to me that he executed the same for the purposes and consideration herein expressed, in the capacity therein stated and he is authorized to do so.

Given under my hand and seal of office this 26 day of April, 2022.



  
Notary Public in and for the State of Texas