

WATER SERVICE AREA TRANSFER AGREEMENT

This Water Service Area Transfer Agreement (the “Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”) by and between the Manville Water Supply Corporation (“Manville”), a retail public utility and Texas corporation and the City of Manor (“City” or “Manor”), a Texas home rule municipal corporation. Manville and the City are each a “Party” and collectively, “Parties.”

RECITALS

WHEREAS, the Parties are retail public utilities as defined in Texas Water Code (TWC) Section 13.002 (19) providing water and sewer service under authorizations issued by the Public Utility Commission of Texas or its predecessors (“PUC”);

WHEREAS, Manville holds water certificate of convenience and necessity (“CCN”) No. 11144. Manville’s primary service area under the CCN is within Travis County;

WHEREAS, the City holds CCN No. 10947 and serves certain areas within Travis County;

WHEREAS, TWC § 13.248 authorizes 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 (“PUC”) after public notice and hearing;

WHEREAS, CH DOF I-RANGEWATER MF AUSTIN MANOR, L.P. (CH DOF) owns approximately 24.810 acres of land within the Manor corporate limits (“Property. A detailed description of the approximately 24.810 acres is provided in Exhibit A to this Agreement;

WHEREAS, approximately 13.41 acres of the Property is within Manville’s CCN service area and approximately 11.03 acres is within the City’s CCN service area;

WHEREAS, CH DOF proposes to develop the Property with multifamily housing. The development is designated the “Manor Downs Multifamily Project” (“Project”) and the address for the Project is 9910 Hill Lane, Manor, Texas;

WHEREAS, Owner has requested that the City provide water service to the Property and the City is willing and has the infrastructure in place to provide water service, which will include fire protection capability;

WHEREAS, Manville desires to transfer to Manor the approximately 13.41 acres of service area (“Transfer Area”). The Transfer Area is illustrated on the General Location map and the Detailed map in Exhibit B of this Agreement;

WHEREAS, the City desires to accept such Transfer Area into its service area under CCN 10947;

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

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, 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 TWC § 13.248.
- 2. Manville Board Action.** During the duly noticed monthly meeting convened February 9, 2023, the Manville Board of Directors considered the request of CH DOF that Manville agree to have approximately 13.41 acres of its CCN service area transferred to Manor’s CCN service area. The Board granted the request. A copy of the meeting agenda is provided in Exhibit C to this Agreement.
- 3. Approved Minutes.** The Board approved the minutes of the February 9, 2023 meeting during the duly noticed monthly meeting convened March 9, 2023. A copy of the February 9 meeting minutes is provided in Exhibit D to this Agreement.
- 4. Affidavit.** The affidavit of Tony Graf, Manville General Manager, attesting to the provision of notice for the February 9, 2023 Board meeting and approval given for the transfer is provided in Exhibit E.
- 5. Transfer of the Service Area.** Manville transfers and conveys to the City, and the City accepts from Manville, the Transfer Area of approximately 13.41 acres and the Parties thereby agree to modification of the boundaries of their water CCNs accordingly. The Parties further agree that the City will submit all the documentation required by the PUC for the modification of the boundaries of the Parties’ respective CCNs at the City’s sole expense.
- 6. No Compensation Required.** Manville did not require compensation from CH DOF to transfer the approximately 13.41 acres to Manor CCN No. 10947.
- 7. No Continuing Obligation to Serve.** The Parties agree that, upon PUC approval of the application(s) to move the Transfer Area from Manville to the City, Manville shall have no further obligation to provide retail water service to the Transfer Area.
- 8. Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and the laws of the State of Texas.
- 9. Entire Agreement.** This Agreement, along with any exhibits, 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.

10. 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 and 24.239. When this Agreement 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:

City:

City of Manor
Attn: Scott Moore
City Manager
105 Eggleston Street
Manor, Texas, 78653
Phone: (512) 272-5555
smoore@cityofmanor.org

with a copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Phone: (512) 323-5778
Email: paige@cityattorneytexas.com

Manville:

Manville Water Supply Corporation
Attn: Tony Graf, General Manager
P.O. Box 248
Coupland, Texas, 78615
Phone: (512) 856-2488
Email: Tonygraf@manvillewsc.org

11. 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.

12. Venue. Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Travis County, Texas.

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 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.

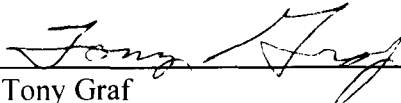
15. Authority. The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.

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.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date provided above.

MANVILLE WATER SUPPLY CORPORATION
a Texas corporation

By: 
Name: Tony Graf
Title: General Manager

CITY OF MANOR, TEXAS
a municipal corporation

By: _____
Name: Dr. Christopher Harvey.
Title: Mayor

ATTEST:

By: _____
Name: Lluvia T. Almaraz
Title: City Secretary

EXHIBIT A

Special Warranty Deed

2020 ADELANTE LLC, Grantor

to

CH DOF I-RANGEWATER MF AUSTIN MANOR, L.P, Grantee

(with property description for the approximately 24.810 acres)



Ra

Rebecca Guerrero, County Clerk
Travis County, Texas

May 25, 2022 01:06 PM Fee: \$42.00

2022094205

Electronically Recorded

NOTICE OF CONFIDENTIALITY RIGHTS - IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

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§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF TRAVIS

THAT, 2020 ADELANTE, LLC, a Texas limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by CH DOF I-RANGEWATER MF AUSTIN MANOR, L.P., a Delaware limited partnership ("Grantee"), whose address is: 5605 Glenridge Drive NE, Suite 775 Atlanta, Georgia 30342, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto Grantee, that certain tract of real property situated in Travis County, Texas, and described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property, including any and all improvements and fixtures, if any, currently attached to and located thereon (the "Property").

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors, and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under Grantor, but not otherwise, subject however, to the Permitted Exceptions.

GRANTOR WILL warrant and forever defend the right and title to the Property unto the Grantee against the claims of all persons claiming, owning or holding by, through or under Grantor (and not otherwise) subject to, but without by implication expanding the limited warranty of title referenced herein, the title matters set forth on Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions").

EXCEPT AS PROVIDED IN THAT CERTAIN PURCHASE AND SALE AGREEMENT BY AND BETWEEN GRANTOR AND GRANTEE (AS SUCCESSOR BY ASSIGNMENT), DATED AS OF JULY 13, 2021, GRANTOR HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, UPON WHICH GRANTEE HAS RELIED, AS TO THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY FOR ANY INTENDED USE OR PURPOSE, THE EXISTENCE OF ANY HAZARDOUS OR TOXIC MATERIALS IN OR ON THE PROPERTY OR ANY OTHER ENVIRONMENTAL CONDITION OF THE PROPERTY, THE AVAILABILITY OF UTILITIES OR OTHER SERVICES TO THE PROPERTY, OR THE PRESENT OR FUTURE INCOME THAT MAY BE GENERATED FROM THE PROPERTY, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED. GRANTEE ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS INVESTIGATION AND EXAMINATION OF THE PROPERTY AND IS SATISFIED WITH THE CONDITION THEREOF, AND AGREES THAT THE PROPERTY IS BEING CONVEYED TO GRANTEE "AS IS", "WHERE IS" AND "WITH ALL FAULTS," WITH ANY AND ALL LATENT AND PATENT DEFECTS, EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THIS DEED.

[The remainder of this page is intentionally blank.]

EXECUTED to be effective the 24th day of May, 2022.

GRANTOR:

2020 ADELANTE LLC,
a Texas limited liability company

By: A.A.
Name: Alex Altamirano
Title: Manager

THE STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on May 20, 2022, by Alex Altamirano the Manager of 2020 ADELANTE, LLC, a Texas limited liability company, on behalf of said limited liability company.



Stephanie Huff
Notary Public in and for the State of Texas

After Recording, Return to:

Exhibit "A"

Legal Description

Being all of that certain tract or parcel of land containing 24.810 acres, more or less, situated in the Sumner Bacon Survey No. 62, Travis County, Texas, said tract being more particularly described by metes and bounds shown on Exhibit "A-1" attached hereto and made a part hereof.

Exhibit A-1

Metes and Bounds Legal Description

**A. METES AND BOUNDS
DESCRIPTION OF A
24.810 ACRE TRACT OF LAND**

BEING a 24.810 acre (1,080,733 square feet) tract of land situated in the Sumner Bacon Survey No. 62, Abstract No. 63 Travis County, Texas; containing all of that certain 24.811 acre tract of land described in instrument to 2020 Adelante, LLC recorded in Document No. 2020246195 of the Official Public Records of Travis County; being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the northeasterly right-of-way line of Hill Lane (variable width public R.O.W.) marking the southwest corner of that certain 24.7833 acre tract of land described in instrument to The Most Reverend John McCarthy, Bishop of the Diocese of Austin and his successors, recorded in Volume 13327, Page 702 of the Real Property Records of Travis County;

THENCE, along the northeasterly right-of-way line of said Hill Lane and along southwesterly line of said 24.811 acre tract the following two (2) courses and distances;

1. North 53°55'39" West, 2.43 feet to a 3/4-inch iron rod found for corner;
2. North 63°15'44" West, 815.66 feet to a 1/2-inch iron rod found marking the southeast corner of that certain 25.08 acre tract of land described in instrument to Manor Downs recorded in Volume 10884, Page 862 of the Real Property Records of Travis County;

THENCE, North 27°30'47" East, 1265.71 feet, departing the northeasterly right-of-way line of said Hill Lane and along the southeasterly line of said 25.08 acre tract, to a 1/2-inch iron rod found for marking the northwest corner of said 24.811 acre tract, the northeast corner of said 25.08 acre tract, the southeast corner of that certain 81.7260 acre tract of land described in instrument to YAJAT LLC, recorded in Document No. 2005143055, and the southwest corner of that certain 64.5417 acre tract of land described in instrument to Manor ISD, recorded in Document No. 2001144922 of the Official Public Records of Travis County;

THENCE, along the southwesterly line of said 64.5417 acre tract the following two (2) courses and distances;

1. South 72°11'23" East, 807.93 feet to a 1/2-inch iron rod found for corner;
2. South 70°21'29" East, 11.30 feet to a 1/2-inch iron rod found marking the northeast corner of said 24.811 acre tract, same point being the northwest corner of aforesaid 24.7833 acre tract, and a point on southwesterly line of said 64.5417 acre tract;

THENCE, South 27°05'05" West, 1392.78 feet along the northwesterly line of said 24.7833 acre tract to the **POINT OF BEGINNING** and containing 24.810 acres of land in Travis County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System Grid, Central Zone (FIPS 4203) (NAD 83). All distances are on the Surface and shown in U.S. Survey Feet. To convert grid distances to surface, apply the combined SURFACE to GRID scale factor of 0.99992337881. This document was prepared in the office of Kinley-Horn and Associates, Inc. in San Antonio, Texas.

Exhibit B

Permitted Exceptions

1. Standby fees, taxes and assessments by any taxing authority for the year 2022, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year.
2. A water pipeline easement granted to Manville Water Supply Corporation, by instrument dated November 16, 1972, recorded in Volume 4823, Page 2030 of the Deed Records of Travis County, Texas.
3. A pipeline and appurtenances easement granted to Koch Refining Company, by instrument dated November 20, 1989, recorded in Volume 11071, Page 1011 of the Real Property Records of Travis County, Texas, as further affected by those Assignment and Assumption Agreements recorded under Document Nos. 2011042154 and 2011147986 of the Official Public Records of Travis County, Texas.
4. Matters shown on that certain survey dated March 8, 2021, last revised May 4, 2022, prepared by John G. Mosier, Registered Professional Land Surveyor No. 6330, Project No. 069267303.

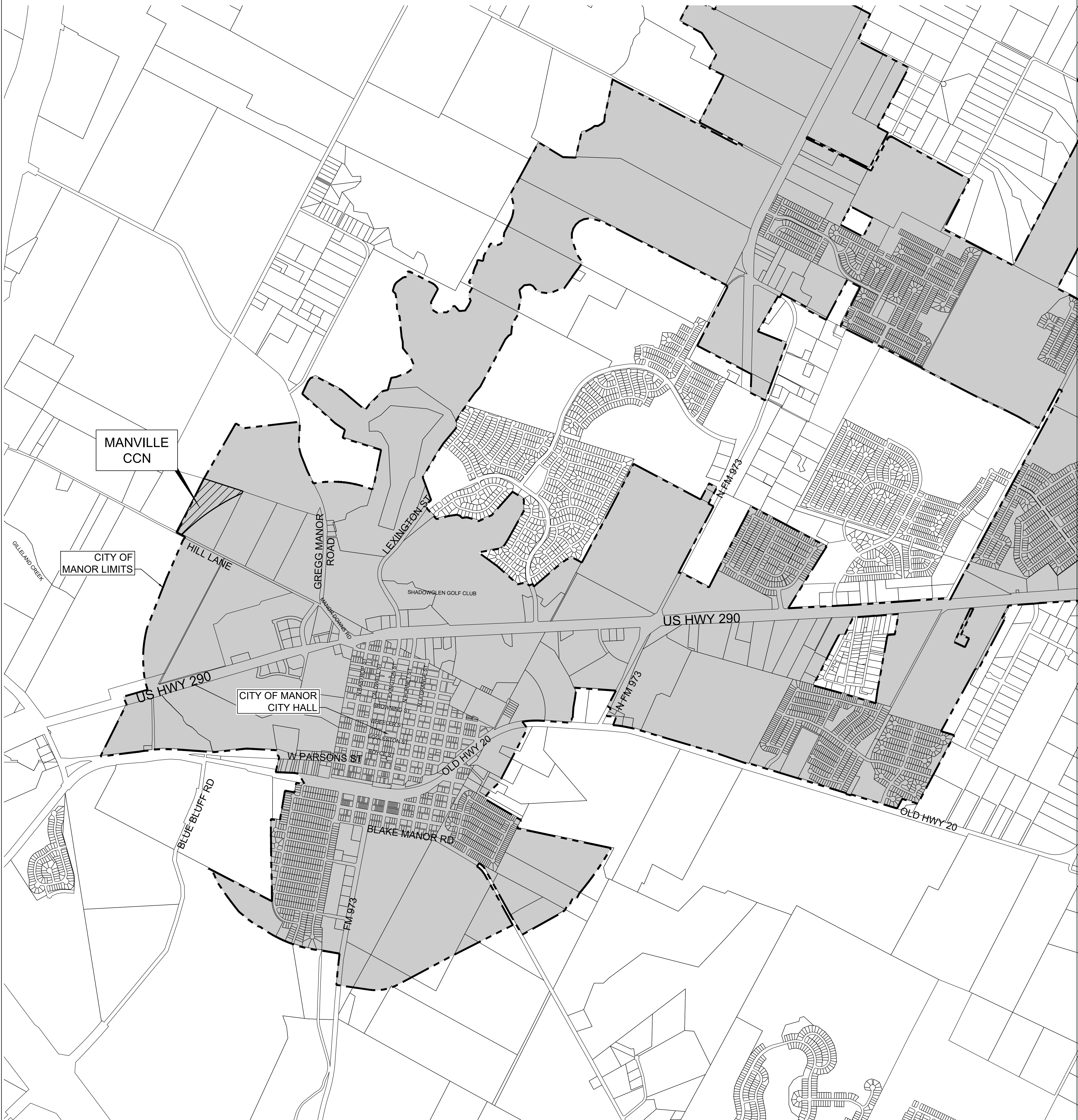
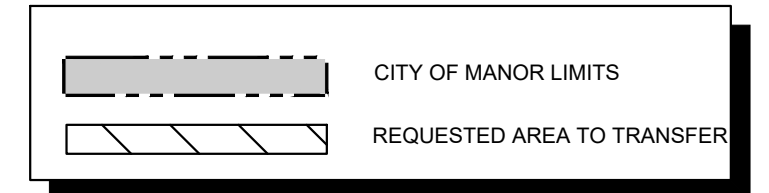
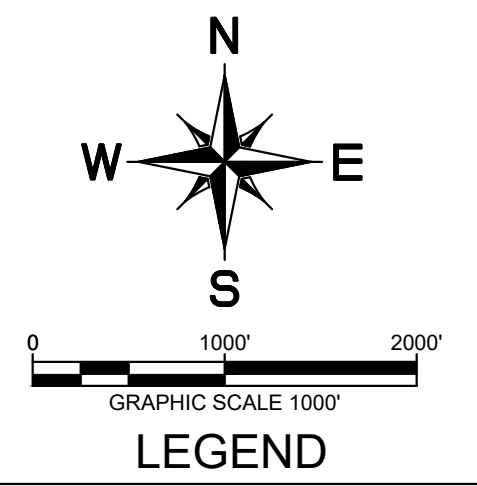
EXHIBIT B

Transfer Area Maps

General Location Map

Detailed Map

Manville (CCN No.11144) to City of Manor (CCN No.10947)



Manor Downs Multifamily

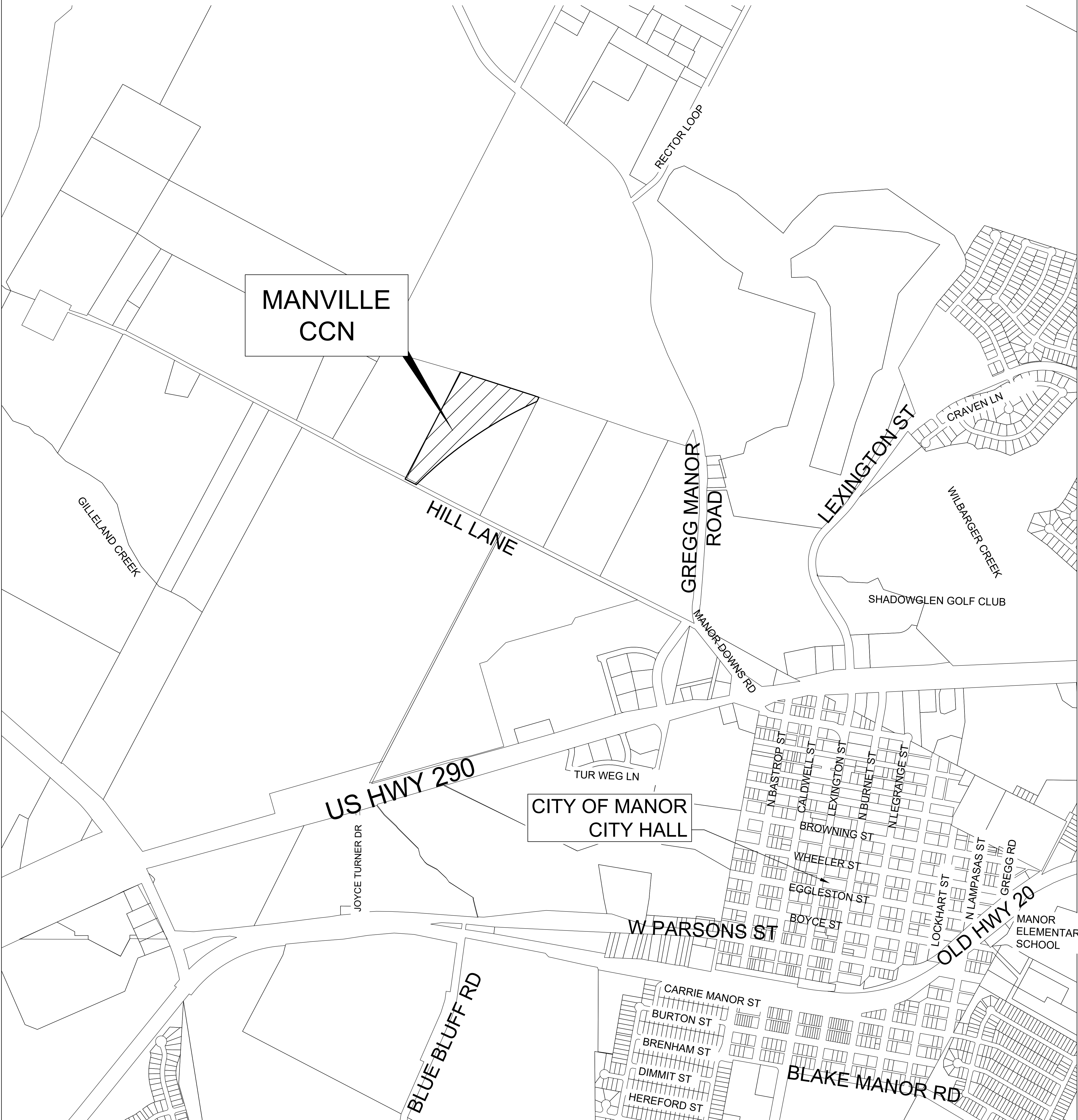
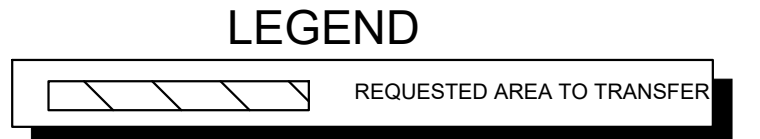
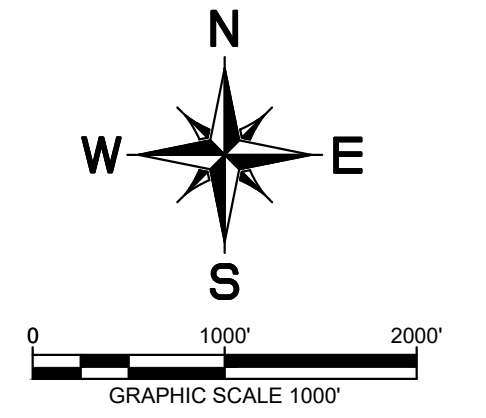
GENERAL LOCATION MAP

Manor, Texas
May 2023

Kimley»Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

Manville (CCN No.11144) to City of Manor (CCN No.10947)



MANVILLE
CCN

CITY OF MANOR
CITY HALL

MANOR
ELEMENTARY
SCHOOL

Manor Downs Multifamily DETAILED MAP

Manor, Texas
May 2023



10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78759
512-418-1771
State of Texas Registration No. F-928

EXHIBIT C

**Manville Water Supply Corporation
Notice of Public Meeting on February 9, 2023
Dated February 6, 2023**

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, February 9, 2023.

1. Call Meeting to Order
2. Approval of Minutes
3. Citizens Communication
4. Manager's Report – Tony Graf
Report on:
 - Monthly System Activities
5. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
6. Discuss and Take Action
 - a. Consider CCN Decertification Request – CH DOF I-Rangewater MF Austin Manor, L.P., 9910 Hill Lane, Manor, 24.81 Acres with approximately 13.41 Acres Manville's CCN
 - b. Consider CCN Decertification Request - Okra Land Inc, 1448 Old Manor-Taylor Road, Manor 136.343 Acres
 - c. Consider Approval of Proposed Wholesale Water Rate Increase - Dave Yanke, NewGen Strategies and Solutions
 - d. Approve Bid and Consider Awarding Contract - Cele 350 KW Generator Upgrade to 750 KW & Relocate 350 KW to Blue Well #7
 - e. Approve Bid and Consider Awarding Contract – Type 500,000 Ground Storage Tank & Improvements
 - f. Financial Report – Sharon Kreidel
 - Approve Balance Sheet and Income Statement
 - Discuss LUE and Committed Funds Report
 - g. Manville W.S.C. – Water Report, Rolling 12 Month Efficiency Report, Meters Set Report and Delinquent Accounts – Rexanne Pilkenton
7. Engineer's Report – Jerry Fontaine
 - a. Report on Construction Projects
 - b. Report on 36" Water Line Project
8. Next Board Meeting – Thursday, March 9, 2023
9. Adjourn

Rexanne Pilkenton

Rexanne Pilkenton Assistant General Manager – February 6, 2023

EXHIBIT D

Minutes of the February 9, 2023

Public Meeting

Minutes Approved March 9, 2023

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

A meeting of the Manville Water Supply Corporation Board of Directors was held on February 9, 2023, 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
Sam Jones
Jeff Monzingo
Larry Bradley

Manville Representatives and Staff present:

Tony Graf, General Manager
Rexanne Pilkenton, Assistant GM
Erik Prinz – Assistant GM
Sharon Kreidel, Finance Specialist
Jerry Fontaine - Engineer

Visitors: Dave Yanke, NewGen Strategies & Solutions, ,
Justin Cooley, Ranger, Rachel Shanks, Sotol Ventures,
Jesse Pena, Quiddity Engineering, Jared Whittier,
Westwood

- 1 1. Call Meeting to Order
- 2 Jack Atterstrom, President, called the meeting to order at 6:05 p.m.
- 3 2. Approval of Minutes
- 4 George Tolleson made a motion to approve the minutes as submitted to the Directors. Jeff Monzingo
- 5 seconded the motion; motion carried.
- 6 3. Citizens Communication
- 7 None
- 8 4. Manager's Report – Tony Graf
- 9 Report on:
- 10 • Monthly System Activities
- 11 Tony reported that the system had minor issues during the recent ice storm. He added that
- 12 Manville did have various generator failures however all customers had water throughout the
- 13 event. Erik noted that the Lockwood site lost power, which caused some customers to have
- 14 low pressure in the Manor area for a short time. Tony stated that the final Manville trailer, that
- 15 was stolen during the holidays, has been recovered by police Manville received notification
- 16 from the towing company, that the trailer had been impounded. The trailer was loaded with
- 17 stolen equipment from an automotive & tire company. Erik was able to contact them, and the
- 18 equipment has been returned. Tony reported that Rexanne sent in a request to Lost Pines today
- 19 to renew the operating permits for Blue Wells 5 & 6 and approval has been received. He
- 20 also spoke with Jim Totten, GM of Lost Pines, about the Manville application for additional
- 21 water. Jim noted that they had numerous applications, and the hydrologist should be getting to
- 22 the application soon. He mentioned that there are some discrepancies in the application that
- 23 will need to be addressed. Rexanne reported that 31 easements have been obtained by EAS. EAS
- 24 has ordered appraisals on the remaining tracts to send out final offer letters (FOL's). As the
- 25 appraisals are being received the FOL's are being sent out. Tony added that he received a call
- 26 from Tim Timmerman about scheduling a meeting to discuss groundwater the LCRA has in
- 27 Bastrop County. Erik noted that he received a request from Hutto to schedule a meeting to
- 28 discuss a joint effort in obtaining water sources.
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5. Brief Board on Recent Meetings and Committee Report(s)- No action, report only
Jack reported that the committee was scheduled last week to meet with the attorneys to discuss the Gatehouse proposed draft contract. The meeting was postponed due to the weather and has been rescheduled for next week.

6. Discuss and Take Action

- a. Consider CCN Decertification Request – CH DOF I- Rangewater MF Austin Manor, L.P., 9910 Hill Lane, Manor, 24.81 Acres with approximately 13.41 Acres Manville’s CCN

Jeff Monzingo made a motion to Approve the CH DOF I- Rangewater MF Austin Manor, L.P., 9910 Hill Lane Decertification Request for the 24.81 Acres Tract with approximately 13.41 Acres in Manville’s CCN, Applicants Responsible for CCN Decertification with the PUC. Sam Jones seconded the motion; motion carried.

- b. Consider CCN Decertification Request - Okra Land Inc, 1448 Old Manor-Taylor Road, Manor 136.343 Acres
Tabled

- c. Consider Approval of Proposed Wholesale Water Rate Increase - Dave Yanke, NewGen Strategies and Solutions

Joe Coffey made a motion to Approve the NewGen Strategies & Solutions Recommended Wholesale Rate Increase of .50 per 1000, effective as soon as possible. George Tolleson seconded the motion; motion carried.

- d. Approve Bid and Consider Awarding Contract - Cele 350 KW Generator Upgrade to 750 KW & Relocate 350 KW to Blue Well #7

Larry Bradley made a motion to Approve the Bid and Award the Contract for the Cele 350 KW Generator Upgrade to 750 KW & Relocate 350 KW to Blue Well #7 project to the low bidder, Merrigan Electric, for \$340,000. George Tolleson seconded the motion; motion carried.

- e. Approve Bid and Consider Awarding Contract – Type 500,000 Ground Storage Tank & Improvements

George Tolleson made a motion to Approve the Bid and Award the Contract for the Type 500,000 Ground Storage Tank & Improvements to the low bidder, TTE, LLC, for \$1,728,000. Larry Hodde seconded the motion; motion carried.

- f. Financial Report – Sharon Kreidel

- Approve Balance Sheet and Income Statement
- Discuss LUE and Committed Funds Report

Sharon presented the above noted reports which were distributed to the Board.

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

- g. 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.

7. Engineer’s Report – Jerry Fontaine

- a. Report on Construction Projects

Jerry reported that the Eastwood plant can pumps have been received by the contractor and installation will begin soon. This project is on schedule to be completed the first of May. The Gregg-Manor Phase 2 project is nearing completion with a bore of the gas plant pending,

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as well as clean up and testing. The Type Tank contractors are working on the interior piping and the tie-in to fill the tank for testing that should be completed soon. The contractor will resume work this month to complete the SWWC master meter facilities.

b. Report on 36” Water Line Project

Jerry stated that the construction plans for the 36” water line is on schedule with the easement alignment. Negotiations continue for property for the transfer station on Steger Lane. Jerry noted that he and Sean are working with Steve K and Bluebonnet on the electrical for the Blue Well Field and the treatment plant design.

8. Next Board Meeting – Thursday, March 9, 2023

9. Adjourn

Larry Hodde made a motion the meeting adjourn. Jeff Monzingo seconded the motion, meeting adjourned.

EXHIBIT E

Affidavit of Tony Graf

General Manager

Manville Water Supply Corporation

STATE OF TEXAS §
COUNTY OF Williamson §

AFFIDAVIT

1. "My name is Tony Graf. I am the General Manager for Manville Water Supply Corporation ("Manville") a retail public utility providing utility services in Travis County. I am over the age of 18 years and reside in Travis County. 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 February 9, 2023, the Manville Board of Directors (Board) considered various matters including the request of the CH DOF I Rangewater MF Austin (CH DOF) to transfer 13.41 acres of service area ("Transfer Area") from Manville's water certificate of convenience and necessity (CCN) No. 11144 to City of Manor (Manor) water CCN No. 10947.

3. I attest that proper notice of the February 9, 2023, Board meeting was issued as required under Texas Open Meetings Act, Government Code Chapter 551.

4. The 13.41 acres of service area covers part of an approximately 24.810 acre tract of land (Property) owned by CH DOF, a developer interested in constructing multifamily units and other improvements on the Property. CH DOF desires to have Manor serve the Property.

5. The Board approved CH DOF's request to transfer the approximately 13.41 acres of service area from Manville's CCN to Manor and did not request compensation for the transfer.

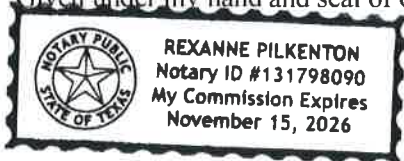
6. Further affiant further sayeth not."

Tony Graf
Tony Graf, General Manager
Manville Water Supply Corporation

STATE OF TEXAS §
COUNTY OF 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 18 day of July, 2023.



Rexanne Pilkenton
Notary Public in and for the State of Texas