

**RETAIL WATER CERTIFICATE OF CONVENIENCE AND NECESSITY SERVICE AREA
TRANSFER AGREEMENT BETWEEN CITY OF PFLUGERVILLE AND MANVILLE WATER
SUPPLY CORPORATION**

This Texas Water Code § 13.248 – Retail Water Certificate of Convenience and Necessity Service Area Transfer Agreement between the City of Pflugerville, Texas and Manville Water Supply Corporation (the “Agreement”) is entered into, by and between the **CITY OF PFLUGERVILLE**, a Texas home rule municipality (hereinafter “Pflugerville”), **MANVILLE WATER SUPPLY CORPORATION**, a Texas non-profit water supply corporation and member-owned retail public utility, operating under the provisions of Chapters 49 and 67, Texas Water Code (hereinafter “Manville”), collectively, hereinafter referred to as “Parties” or in the singular as “Party”), with respect to the boundary lines of the Certificates of Convenience and Necessity (hereinafter “CCN’s”) held by each for the provision of water services to users pursuant to the Texas Water Code.

WHEREAS, Manville holds a water certificate of convenience and necessity identified as CCN #11144 (“Manville CCN”) by the Public Utility Commission of Texas (“PUC”) that authorizes and obligates Manville to provide potable water service within Manville CCN area; and

WHEREAS, Pflugerville also holds a water CCN identified as CCN #11303 by the Texas Public Utility Commission (“Pflugerville CCN”) that authorizes and obligates Pflugerville to provide potable water service to the area covered by the Pflugerville CCN; and

WHEREAS, the Parties have determined that it is in their best interests, and in the interests of Owner, future landowners and developers within the area identified herein that the full range of Pflugerville municipal water services, including fire flow protection, be available to the certificated area involved herein; and

WHEREAS, the Pflugerville and Manville previously entered Agreements for the transfer of water and certificate of convenience and necessity service areas which did not include the service area that is the subject of this Agreement; and

WHEREAS, the Parties desire to establish this new Agreement as evidence of their joint and collaborative written consent and agree to amend Pflugerville’s and Manville’s CCNs as more specifically detailed herein through the PUC pursuant to TWC Section 13.248, to transfer the desired portion(s) of the Manville CCN to the Pflugerville CCN for single certification. Manville hereby consents to the transfer; and

WHEREAS, the Parties agree to the modification of Manville’s water CCN #11144 boundaries to exclude the Manville CCN areas described below as “Water Parcel” and transferred and encompassed within Pflugerville’s water CCN #11303; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pflugerville and Manville hereby agree as follows:

1. There currently exists an approximate total 17.466 acres of property (herein after referred to as the “Water Parcel”) located within the boundaries of CCN #11144 and adjacent to the boundaries of CCN #11303, such boundaries more fully described in **Exhibit “A”** attached hereto.
2. In accordance with Texas Water Code Section 13.248, but at all times subject to any approval by the Texas Public Utility Commission (“PUC”), Manville hereby agrees to the modification of the boundaries of its CCN #11144 to exclude the area contained within the Water Parcel, such area to be transferred from Manville’s CCN #1114 to be encompassed with Pflugerville’s CCN #11303. Pflugerville and Manville shall bear no costs or responsibility of obtaining PUC approval of this

Agreement, while Rinderknecht et al (“Owner”), has agreed in a “Settlement Agreement” between Owner and Manville, to bear the costs and responsibility of obtaining PUC approval and to bear the cost of compensating Manville the amount of \$2,000.00 per acre as consideration for the transfer of the Water Parcel to Pflugerville.

3. Owner shall be responsible for preparing and filing the appropriate application, subject to Pflugerville’s review and written approval of the application, which may not be unreasonably withheld, conditioned, or delayed, to obtain the PUC’s approval of this CCN transfer from Manville’s CCN to Pflugerville’s CCN. In addition, pursuant to the “Settlement Agreement”, Owner shall also be responsible for the preparation of the hard copy maps with supporting electronic metadata for the CCN property transfer that satisfies the PUC rules, along with any attorney’s fees, water line relocation costs, and other incidental costs.
4. In accordance with the Texas Water Code Section 13.248, but at all times subject to the approval by PUC, Pflugerville hereby agrees to the expansion and modification of the boundaries of its CCN #11303 to include the area contained with the Water Parcel, such area to be transferred from Manville’s CCN #11144 to now be encompassed within Pflugerville’s water CCN.
5. Pflugerville and Manville agree that under this Agreement no compensation shall be due and owing between Pflugerville and Manville in conjunction with such transfer.
6. Pflugerville agrees that, upon approval of the revisions to its CCN boundaries by the PUC to include the Water Parcel within the boundaries of CCN #11303, Manville shall have no further obligation to provide retail water service, if any, to these properties, and that Pflugerville shall be solely responsible for the provision of retail water service to the owners and occupants of the Water Parcel under such terms and conditions as are allowed under its CCN and any applicable governmental statutes and regulations.
7. Pflugerville and Manville expressly acknowledge and agree that USDA granted Manville, and Manville still holds, a blanket easement across the entirety of the Water Parcel, as further described in **Exhibit “B,”** which is attached and fully incorporated into this Agreement for all purposes.

GENERAL PROVISIONS

GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND 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. THIS AGREEMENT IS SUBJECT TO AND WILL BE INTERPRETED IN ACCORDANCE WITH THE CONSTITUTION AND LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF TEXAS, THE TEXAS WATER CODE, AND ORDER RULES, AND REGULATIONS OF GOVERNMENTAL BODIES AND OFFICERS HAVING JURISDICTION.

NOTICES

Any notice to be given hereunder by any party to the other parties shall be in writing and may be affected by certified mail, return-receipt requested, facsimile or personal service.

Notice to Pflugerville shall be addressed to: The City of Pflugerville, P.O. Box 589, Pflugerville, Texas 7869, Attn: City Manager.

Notice to Manville WSC shall be addressed to Manville Water Supply Corporation, P.O. Box 248, Coupland, Texas 78615, Attn: General Manager, with copy to Manville's legal counsel, the Law Office of Zachariah T. Evans, via email: zac@ztevanslaw.com.

Each party may change the address for notice to it by giving notice of such change at the last address designated in accordance with this paragraph.

CONSTRUCTION AND SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

UNINTENDED OMISSION

If any punctuation, word, clause, 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 herein, 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.

AMENDMENT AND TERMINATION

This Agreement may not be amended or terminated except by the consent of all parties and an instrument signed by all parties to this Agreement and subject to any PUC approval.

PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by Pflugerville and Manville and will not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

ENTIRE AGREEMENT

This Agreement reflects the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, pertaining to this CCN transfer, in connection herewith.

COUNTERPARTS

This Agreement may be executed in multiple counterparts. Each of the counterparts will be deemed an original instrument, but all the counterparts will constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, will be deemed an original, and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail will be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by electronic mail also must deliver a manually executed counterpart of this Agreement.

CAPTIONS

All captions used herein are only for the convenience of reference and will not be construed to have any effect or meaning as to the Agreement between Parties hereto.

NON-WAIVER

No course of dealing on the part of Pflugerville or Manville nor any failure or delay by Pflugerville or Manville in exercising any right, power, or privilege under this Agreement will operate as a waiver of any right, power or privilege owing under this Agreement.

SPECIFIC PERFORMANCE

The Parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

LEGAL AUTHORITY

The person executing this Agreement on behalf of Pflugerville and Manville, represent, warrant, assure and guarantee that they have full legal authority to (i) execute this Agreement on behalf of Pflugerville and Manville, respectively, and (ii) to bind Pflugerville and Manville to all the terms, conditions, provisions, and obligations herein contained.

VENUE

Any legal action or proceeding brought or maintained, directly or indirectly, because of this Agreement will be heard and determined in Travis County, Texas.

EFFECTIVENESS

This Agreement shall become effective immediately upon the last date of execution by the authorized representatives of Manville Water Supply Corporation and approval by the City of Pflugerville City Council authorizing execution by its authorized representative.

(Signature Pages Follow)

In Witness Whereof, the parties, Manville WSC and City of Pflugerville, have caused this Agreement to be executed as follows:

MANVILLE WATER SUPPLY CORPORATION

DocuSigned by:
By: Erik Prinz
804A5F9F0B4A446...
Erik Prinz, General Manager

DocuSigned by:
Attest: Reyanne Pilkenton
Reyanne Pilkenton, Assistant General Manager

Date: 6/26/2024

CITY OF PFLUGERVILLE

By: _____
Sereniah Breland, City Manager

Attest: _____
Trista, Evans, City Secretary

Date: _____

EXHIBIT A

BEING A 17.466 ACRE (760,826 SQUARE FEET) TRACT OF LAND OUT OF THE EDWARD FLINT SURVEY NO. 11, ABSTRACT 277, IN TRAVIS COUNTY, TEXAS, AND BEING THE REMAINING PORTION OF A CALLED 20.162 ACRE TRACT OF LAND CONVEYED TO RONNY WAYNE RINDERKNECHT, LONNY CHARGES RINDERKNECHT, AND BECKY RINDERKNECHT KRUEGER BY DEED RECORDED IN VOLUME 9568, PAGE 80 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS (R.P.R.T.C.T.), SAID 17.466 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN AXLE (CALLED TO BE 15' EAST OF A FENCE POST) FOUND MARKING THE SOUTHEAST CORNER OF THE CALLED 168.159 ACRE TRACT OF LAND CONVEYED TO W.A. RINDERKNECHT BY DEED RECORDED IN VOLUME 7780, PAGE 661 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS (D.R.T.C.T.), SAME BEING THE SOUTHEAST CORNER OF LOT 7, BLOCK A, HERITAGE LAKES AT PFLUGERVILLE, AMENDED FINAL PLAT, A PLAT RECORDED IN DOCUMENT NO. 201700297 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS (O.P.R.T.C.T.), AND BEING THE SOUTHWEST CORNER OF SAID 20.162 ACRE TRACT OF LAND, SAID AXLE ALSO BEING ON THE NORTH CORNER LINE OF THE CALLED 5.794 ACRE TRACT OF LAND CONVEYED TO JACK PAYNE BY DEED RECORDED IN DOCUMENT NO. 2008040028, O.P.R.T.C.T., AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, FROM WHICH AN AXLE FOUND MARKING THE COMMON NORTH CORNER OF SAID 5.794 ACRE TRACT OF LAND AND OF THE CALLED 12.104 ACRE TRACT OF LAND CONVEYED TO DIAPER FULL OF LOVE, LLC., BY DEED RECORDED IN DOCUMENT NO. 2015179720, O.P.R.T.C.T. BEARS NORTH 62°23'20" WEST, 17.66 FEET, FOR REFERENCE;

THENCE, NORTH 26°43'21" EAST, WITH A COMMON LINE BEING THE EAST LINE OF SAID 168.159 TRACT OF LAND, THE EAST LINE OF SAID HERITAGE LAKES AT PFLUGERVILLE SUBDIVISION, AND THE WEST LINE OF SAID 20.162 ACRE TRACT OF LAND, AT A DISTANCE OF 416.16 PASSING A 1/2" IRON ROD WITH CAP STAMPED "WALLACE GROUP" FOUND MARKING THE COMMON CORNER OF SAID LOTS 7 AND LOT 5 OF SAID HERITAGE LAKES AT PFLUGERVILLE SUBDIVISION, AND CONTINUING FOR A TOTAL DISTANCE OF 1534.51 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "HALFF" SET MARKING THE NORTHEAST CORNER OF LOT 3 OF SAID HERITAGE LAKES AT PFLUGERVILLE SUBDIVISION, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF KELLY LANE, A VARIABLE WIDTH RIGHT-OF-WAY AS RECORDED ON SAID HERITAGE LAKES AT PFLUGERVILLE SUBDIVISION AND IN DOCUMENT NO. 2017197207, O.P.R.T.C.T., AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP STAMPED "WALLACE GROUP" FOUND MARKING THE COMMON NORTH CORNER OF SAID 168.159 ACRE TRACT OF LAND AND SAID 20.162 ACRE TRACT OF LAND BEARS NORTH 26°43'21" EAST, 25.49 FEET, FOR REFERENCE;

THENCE, CROSSING INTO SAID 20.162 ACRE TRACT OF LAND AND WITH THE SOUTH AND WEST LINES OF SAID KELLY LANE, AS RECORDED IN SAID DOCUMENT NO. 2017197207, THE FOLLOWING FOUR (4) CALLS:

1. SOUTH 63°00'20" EAST, AT 4.86 FEET PASSING A 1/2" IRON ROD WITH CAP STAMPED "MCGRAY & MCGRAY" FOUND, AND CONTINUING FOR A TOTAL DISTANCE OF 488.64 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "MCGRAY & MCGRAY" FOUND MARKING AN ANGLE POINT,
2. SOUTH 17°14'09" EAST, A DISTANCE OF 35.30 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "MCGRAY & MCGRAY" FOUND MARKING AN ANGLE POINT,
3. SOUTH 28°17'24" WEST, A DISTANCE OF 1404.74 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "HALFF" SET FOR AN ANGLE POINT, AND
4. SOUTH 27°06'28" WEST, A DISTANCE OF 124.93 FEET TO A 1/2" IRON ROD WITH PLASTIC CAP STAMPED "HALFF" SET ON A COMMON LINE BEING THE SOUTH LINE OF SAID 20.162 ACRE TRACT OF LAND, AND THE NORTH LINE OF THE AFORESAID 5.794 ACRE TRACT OF LAND, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND.

THENCE, NORTH 60°34'31" WEST, WITH SAID COMMON LINE A DISTANCE OF 474.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.466 ACRES (760,826 SQUARE FEET) OF LAND, MORE OR LESS.

Exhibit B
Blanket Easements

Form FHA-Tx 442-9
(Rev. 8-24-71)

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration

90-4411

RIGHT OF WAY EASEMENT (General Type Easement)

KNOW ALL MEN BY THESE PRESENTS, that W. A. Rinduknecht Sr. hereinafter called Grantors, in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corp. hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a pipeline over and across 7.33 acres of land, more particularly described in instrument recorded in Vol. 720, Page 134-136 Deed Records, ~~Williamson~~ TRAVIS County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 23 day of October, 1921.

W. A. Rinduknecht Sr.

ACKNOWLEDGEMENT

STATE OF TEXAS.

COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared W. A. Rinduknecht Sr.

known to me to be the person(s) whose name(s) ~~is~~ ~~(are)~~ subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 23 day of October, 1921.

DEED RECORDS
Travis County, Texas

NOTARY SEAL
4823 1861

Clara Belle Smith
Notary Public in and for
Williamson County, Texas

Exhibit B

90-4412

FILED

JAN 15 1 01 PM '74

Doris Shipstead
COUNTY CLERK
TRAVIS COUNTY, TEXAS

X /

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the
date and at the place above stated and was duly
RECORDED, in the presence and in the hearing of the JUDGES
of Travis County, Texas, as required herein by law, on

JAN 15 1974



Doris Shipstead
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Vernon K. Plueger

4823 1862

Form FmHA-TX 442-9
(Rev. 7-79)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT
(General Type Easement)

500
0 4 00 2853

5.00 RTEA
2 11/27/85

KNOW ALL MEN BY THESE PRESENTS, that Lincoln W. Rinderknecht 125348 (hereinafter called "Grantors"), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Manville Water Supply Corp. (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove a water line over and across 220.162 acres of land, more particularly described in instrument recorded in Vol. 7780, Page 670, Deed Records, Travis County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 24th day of September, 19 85.

Lincoln W. Rinderknecht
LINCOLN W. RINDERKNECHT

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LINCOLN W. RINDERKNECHT

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that Grantor executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 24th day of September, 19 85.



NOTARY SEAL

Gladys Townsend (Gladys Townsend)
Notary Public in and for

State of Texas County, Texas

REAL PROPERTY RECORDS
Travis County, Texas

09468 0778

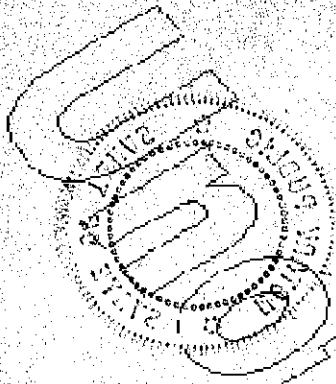
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FILED

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Naris Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

VERNON FLUGER
Attorney At Law
103 12TH STREET, SUITE 205
PFLUGERVILLE, TEXAS 78660



FILED

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me, and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

NOV 27 1985



Naris Angeline
COUNTY CLERK
TRAVIS COUNTY, TEXAS

COMPLETED

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