TO:            Board Members

THROUGH:      Jeff Walker, Executive Administrator
              LeeRoy Lopez, Director of Accounting
              Ashley Harden, General Counsel

FROM:         Alexis Lorick, Assistant General Counsel

DATE:         July 20, 2020

SUBJECT:      Creedmoor-Maha Water Supply Corporation Request for Partial Release of Lien on its Certificate of Convenience and Necessity

ACTION REQUESTED
Consider approving by resolution a request from the Creedmoor-Maha Water Supply Corporation (Corporation), located in Bastrop, Caldwell, Hays, and Travis Counties, for a partial release of lien on a portion of its Certificate of Convenience and Necessity (CCN), approval of the CCN transfer, and authorize the Executive Administrator to take all necessary actions to give effect to this approval.

BACKGROUND
In 2018, the TWDB approved a commitment in the amount of $9,335,000 to the Corporation through TWDB Resolution No. 18-119, as amended into a multi-year commitment, and the Corporation and TWDB have mutually closed on an initial distribution of that commitment in the amount of $4,667,500. The loan is secured by and payable from a first lien pledge on the revenues of the Corporation’s system and further secured by a mortgaged deed of trust on the real and personal property of the system.

KEY ISSUES
The Corporation, on May 6, 2020, requested a partial release of the TWDB’s security interest in the Corporation’s CCN No. 11029. The Corporation intends to amend its CCN to transfer a portion of the service area covered by CCN No. 11029 to the City of Austin. The Corporation and the City of Austin have jointly petitioned the Public Utility Commission of Texas (PUC) to effectuate this amendment and transfer in response to a “Water Service Area Transfer Agreement” that the Corporation and City executed between them in November of 2019. The petition before the PUC is uncontested, is favorably approved by PUC staff, and is ready for approval at any time by the Administrative Law Judge assigned to the matter.
If approved, the transfer of the portion of the Corporation’s CCN would permit the City of Austin to provide service to an 8.8405-acre tract of real property located in Austin, Travis County, Texas. This 8.8405-acre tract of real property has never been owned by the Corporation nor does it contain any of the Corporation’s system infrastructure used to supply service and receive revenues from customers. In addition, the parcel of land is not part of the real property the Corporation pledged to secure its loan with the TWDB.

As security for the TWDB loan, the Corporation filed a Deed of Trust and Security Instrument granting the TWDB a lien on the Corporation’s system, including the CCN issued by the PUC in accordance with Section 2.1(f).

To the extent that the TWDB holds a security interest in the Corporation’s CCN as a permit associated with the real property included in the TWDB’s Deed of Trust and Security Instrument that it holds, the Corporation respectfully requests that the TWDB release its security interest in CCN covering the 8.8405 acre-tract. The proposed transfer will not affect the ability of the Corporation to provide service to its existing customers, nor will it affect the Corporation’s financial obligation to the TWDB. The Corporation intends to make similar requests of its other creditors with whom the TWDB have joined in a “parity agreement” related to the Corporation’s collateral for the TWDB loan.

**RECOMMENDATION**

As the proposed transfer does not affect the ability of the Corporation to provide service to its customers or negatively affect its financial obligations to the TWDB, the Executive Administrator recommends approving by resolution the request of the Creedmoor-Maha Water Supply Corporation for a partial release of lien and any related security interest in CCN No 11029, and approval of the CCN transfer. The Executive Administrator further requests authorization to take all necessary actions to give effect to this approval.

Attachments:
Resolution (20-XXX)
Request of Creedmoor-Maha WSC, dated May 6, 2020
A RESOLUTION OF
THE TEXAS WATER DEVELOPMENT BOARD
APPROVING A REQUEST FROM THE
CREEDMOOR-MAHAN WATER SUPPLY
CORPORATION FOR A PARTIAL RELEASE OF
LIEN

WHEREAS, the Texas Water Development Board (TWDB), currently owns the following debt obligation of the Creedmoor-Maha Water Supply Corporation (Corporation) LM19876 in the original principal amount of $4,667,500; and

WHEREAS, the Corporation’s debt obligations are secured by an executed and recorded Deed of Trust and Security Agreement (Deed of Trust), pursuant to which the Corporation granted to the TWDB a security interest in its properties and assets, including all title and interest of the Corporation in, to, and under any and all licenses, preliminary or final plat approvals, permits, warranties, and wastewater discharge capacity attributable or allocable to all or any portion of the real property, the improvements, and any other property, both real and personal described in the Deed of Trust; and

WHEREAS, the Corporation is the holder of Certificate of Convenience and Necessity Nos. 11029 (CCN) issued by the Texas Commission on Environmental Quality (TCEQ), and maintained by the Texas Public Utility Commission (PUC), an agency of the State of Texas, which authorizes the Corporation to provide retail water and wastewater services to the lands described therein; and

WHEREAS, the Corporation has entered into a “Water Service Area Transfer Agreement” (Agreement) with the City of Austin, Texas, and has applied to the PUC for authorization to effectuate the amendment of the Corporation’s CCN in order to transfer a portion of the Corporation’s service area to the City; and

WHEREAS, the Corporation has requested that the TWDB release any lien or security interest created under the Deed of Trust in the CCN, to the extent it includes the Corporation’s right to provide retail water service to an approximately 8.8405 acre-tract of real property; and

WHEREAS, the TWDB finds that in its opinion the security pledged by the Corporation will be sufficient to meet the remaining debt obligations of the Corporation, and that a limited release of the TWDB’s lien and security interest created under the Deed of Trust in the Corporation’s right to provide retail water service to the Property under the CCN will not compromise the security offered by the Corporation, nor impair the Corporation’s ability to meet its debt obligation; and
WHEREAS, the TWDB further finds that it is in the public interest for the TWDB to grant a partial release of lien in the Corporation’s right to provide retail water service to the Property under the CCN and to permit the Corporation to release the Property from its CCN.

NOW THEREFORE, based on said considerations and findings, the Texas Water Development Board resolves as follows:

1. The TWDB approves the release of lien and any security interest created under the Deed of Trust in the Corporation’s right to provide potable water service to the Property under the CCN; and consents to the transfer of the service area covered by the CCN to the City of Austin.

2. The Executive Administrator is authorized to execute any documents and take all actions necessary to give effect to this Resolution.

Such approval is conditioned as follows:

1. The Corporation will pay any and all costs of documentation and filing of the partial release of lien; and

2. The Corporation must provide to the TWDB copies of all relevant documents regarding the partial release of lien and the amendment of the Corporation’s CCN.

APPROVED and ordered of record this the 5th day of August, 2020.

TEXAS WATER DEVELOPMENT BOARD

______________________________
Peter Lake, Chairman

DATE SIGNED: ____________________

ATTEST:

______________________________
Jeff Walker
Executive Administrator
May 6, 2020

Texas Water Development Board
Attn: Jeff Walker, Executive Administrator
1700 N. Congress Avenue, 6th floor
Austin, Texas 78701-1496

RE: Request of Creedmoor-Maha Water Supply Corporation ("CMWSC") for a partial release of lien concerning the transfer of an 8.8405 acre portion of its Water Certificate of Convenience and Necessity ("CCN") No. 11029 to the City of Austin

Dear Mr. Walker:

CMWSC is a Texas non-profit water supply corporation, with a service area in Travis, Hays, Bastrop, and Caldwell Counties, Texas. It is also currently a debtor to the Texas Water Development Board ("TWDB") under Loan Number LM19876 in the amount of $4,667,500. In 2019, CMWSC received a request from St. Alban’s Episcopal Church ("St. Alban’s”), asking that CMWSC transfer an 8.8405 acre portion of its Water CCN No. 11029 – the portion of CMWSC’s Water CCN that overlaps with a portion of St. Alban’s land – to the City of Austin (the “City”).

On September 17, 2019, an Agreement between CMWSC and the landowner, Protestant Episcopal Church d/b/a St. Alban’s Episcopal Church, was finalized (the “Landowner Agreement” – attached hereto as Exhibit A). The Landowner Agreement, in part, provides for the conditions upon which the Water CCN over the landowner’s 8.8405 acre tract will be transferred from CMWSC to the City. Then on November 20, 2019, CMWSC and the City entered into an agreement to transfer such portion of CMWSC’s Water CCN to the City (the “CCN Transfer Agreement” – attached hereto as Exhibit B). These Agreements provide further detail of the Water CCN transfer.

CMWSC believes that its Water CCN No. 11029 is pledged as collateral to TWDB under its Deed of Trust for the above-referenced Loan Agreement. Accordingly, CMWSC hereby requests that TWDB provide a partial release of lien over the portion of CMWSC’s Water CCN No. 11029 that overlaps with the aforementioned 8.8405 acre tract. If TWDB feels that a partial release of lien is not necessary in this situation, then CMWSC asks that TWDB provide a letter to CMWSC indicating the same. While the 8.8405 acre tract is owned by St. Alban’s, CMWSC was not and is not currently providing retail water service to this land. Also, CMWSC has no water infrastructure on such land and it does not utilize this land in carrying out its day-to-day obligations. Thus, there is no loss in current revenue from this transaction, and CMWSC
believes that this transaction will in no way impact its ability to meet the debt service requirements of its Loan Agreement with TWDB. Again, CMWSC does not need this portion of its Water CCN to conduct its activities.

Please note that Water CCN No. 11029, as collateral, is also subject to a Parity Agreement between CMWSC, the TWDB, United States Department of Agriculture-Rural Division, and COBANK; and CMWSC is currently working with these other lienholders, as well, to obtain their partial release of lien for the same portion of Water CCN No. 11029. CMWSC anticipates that such creditors will release their lien on this non-essential portion of this permit as well.

CMWSC is grateful for your time and attention in this matter, and it would appreciate an expedited review of the proposed transfer of the 8.8405 acres that is the subject of the Agreements. If you have any questions or require any additional information, feel free to contact my office at (512) 322-5818.

Sincerely,

David J. Klein
General Counsel for
Creedmoor-Maha Water Supply Corporation

cc: Joe Reynolds, General Counsel, TWDB (w/enclosures)
Alexis Lorick, Staff Attorney, TWDB (w/enclosures)
John Steib, General Manager, CMWSC (w/enclosures)
Duncan Norton, of the Firm (w/o enclosures)
J. Reid Barnes, of the Firm (w/o enclosures)
Exhibit A

Landowner Agreement
This WATER CCN RELEASE AGREEMENT ("Agreement") is made and entered into by and between Creedmoor-Maha Water Supply Corporation, a Texas non-profit water supply corporation ("Creedmoor"), and Protestant Episcopal Church, d/b/a St. Alban's Episcopal Church, a Texas non-profit corporation (the "Church"), as of the date that this Agreement is fully executed (the "Effective Date"). Creedmoor and the Church are each, a "Party," and are collectively, the "Parties."

RECITALS

WHEREAS, Creedmoor is the holder of water Certificate of Convenience and Necessity ("CCN") No. 11029, the boundaries of which are within Travis, Hays, Bastrop, and Caldwell Counties, Texas;

WHEREAS, Creedmoor’s Water CCN boundaries are adjacent to and/or nearby the City of Austin ("City") in certain locations;

WHEREAS, the Church is the owner of an approximately 16.88 acre tract of land more specifically described as Lot 1, St. Alban’s Addition, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 86, Page 88C of the Plat Records of Travis County, Texas (the "Church Tract");

WHEREAS, a 8.8405 acre portion of the Church Tract, which is more specifically described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes, is located within Creedmoor’s water CCN (the "Transfer Tract");

WHEREAS, the Church has requested that Creedmoor file an application at the Public Utility Commission ("PUC") to release the Transfer Tract from Creedmoor’s water CCN boundaries and include the Transfer Tract in the City’s water CCN boundaries;

WHEREAS, to accomplish such CCN transfer, Creedmoor will need to work with the City and Creedmoor’s lienholders to obtain their consent and agreement to transfer the portion of Creedmoor’s water CCN over the Transfer Tract into the City’s water CCN boundaries; and

WHEREAS, Creedmoor is willing to work with the City and Creedmoor’s lienholders, and to prepare and file such requested application at the PUC, in accordance with the terms of this Agreement.

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

1. **Compensation.** No later than seven (7) days after the Effective Date, the Church shall pay Creedmoor TWENTY THOUSAND DOLLARS AND NO CENTS ($20,000.00) (the “Payment Amount”). Delivery of the Payment Amount by the Church to Creedmoor is a condition precedent to any of Creedmoor’s obligations under this Agreement.

2. **Transfer.** Upon receipt of the Payment Amount from the Church, Creedmoor, at its sole cost and expense, agrees to (i) work with the City to enter into an agreement to transfer the portion of Creedmoor’s water CCN that overlaps with the Transfer Tract to the City’s water CCN, (ii) work with Creedmoor’s lienholders to obtain their consent to transfer such water CCN service area, and (iii) submit and advance an application at the PUC to transfer the portion of Creedmoor’s water CCN that overlaps with the Transfer Tract to the City’s water CCN (the “Application”); provided, however, that if the PUC requires additional written or electronic maps/data of the Transfer Tract when processing the Application, then the Church shall pay for such costs. Creedmoor agrees that it will not engage any third party to prepare such additional maps/data without the prior consent of the Church.

3. **Termination.** Creedmoor has the right, but not the obligation, to withdraw the Application at the PUC and/or terminate this Agreement if either:
   a. the City is unwilling to accept Creedmoor’s water CCN area over the Transfer Tract into the City’s water CCN boundaries;
   b. the PUC denies Creedmoor’s Application;
   c. Creedmoor’s lienholders prohibit Creedmoor from transferring the water CCN area for the Transfer Tract to the City of Austin;
   d. the Application is contested by the PUC or any other third party;
   e. the Church is unwilling to pay for any additional maps/data that are required by the PUC; or
   f. some other unanticipated event occurs during the term of this Agreement that would cause Creedmoor to incur costs and/or expenses in excess of the Payment Amount and the Church is unwilling to pay the additional expense or costs in order to obtain PUC approval of the Application.

Creedmoor will provide the Church with seven (7) days prior written notice that it will withdraw the Application and/or terminate this Agreement. If Creedmoor decides to withdraw the Application and/or terminate this Agreement in accordance with this Section 3, then Creedmoor will first issue a refund to the Church for any remaining amount of the Payment Amount, less Creedmoor’s costs and expenses incurred in the negotiation and performance of this Agreement.

4. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
5. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

6. **Notice.** All notices by the Church to Creedmoor shall be in writing, addressed to:

   Creedmoor-Maha Water Supply Corporation  
   Attn.: General Manager  
   12100 Laws Road  
   Buda, Texas 78610  
   Telephone: (512) 243-2113

   All notices by Creedmoor to the Church shall be in writing, addressed to:

   St. Albans Episcopal Church  
   Attn.: Rev. Erin Hensley  
   P.O. Box 368  
   Manchaca, Texas 78652

   Any notice or other communication required or permitted under this Agreement shall be deemed to be delivered when delivered by United States mail, registered or certified, with return receipt requested and postage prepaid, on the date of receipt, refusal or non-delivery as indicated on the return receipt. Notice in any other manner shall be considered delivered if and when it is received and acknowledged in writing by the Party to be notified. Either Party may change its address by giving written notice of such change to the other Party.

7. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

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

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

10. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

11. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
12. **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.

*The remainder of this page is intentionally left blank.*
IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

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

By:  
Bennie W. Bock, President

Date:  September 17, 2019
By: Erin Hensley

Name: Erin Hensley
Rector, St. Alban's

Title: The Rev. Erin Hensley

Date: September 13, 2019
DESCRIPTION, based on record information, of a tract or parcel of land containing 8.8405 acres situated in the Santiago Del Valle Grant, Abstract No. 24, Travis County, Texas, being a portion of Lot 1, St. Alban’s Addition, a subdivision recorded in Book 86, Page 88C of the Plat Records of Travis County, Texas; the herein described 8.8405 acre tract is more particularly described as follows:

COMMENCING at the calculated northwest corner of said Lot 1, St. Alban’s Addtion, being on the east right-of-way line of Interstate Highway 35 (IH-35) and the southwest remainder corner of that 16.88 acre tract conveyed to Protestant Episcopal Church by deed recorded in Volume 7640, Page 106 of the Deed Records of Travis County, Texas;

THENCE, S17°32'13"E, 135.03 feet to the calculated northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the east right-of-way line of IH-35, across said Lot 1, for the following two (2) courses:

1) S73°50'09"E, 725.01 feet to the calculated northeast corner of the herein described tract;

2) S17°51'02"W, 576.13 feet to the calculated southeast corner of the herein described tract, being on the south line of aforesaid Lot 1 and the north line of that 58.399 acre tract conveyed to Three Hills Land, LLC by deed recorded in Document No. 2019026895 of the Official Public Records of Travis County, Texas, from which the calculated southeast corner of Lot 1, being on the north line of the aforesaid 58.399 acre tract, bears S66°55'07"E, 286.28 feet;

THENCE, N66°55'07"W, with the common south line of said Lot 1 and north line of the said 58.399 acre tract, for a distance of 725.04 feet to the calculated common westerly corner of aforesaid Lot 1 and the 58.399 acre tract, being on the east right-of-way line of said IH-35;

THENCE, N17°32'13"E, leaving the north line of the aforesaid 58.399 acre tract, with the common west line of said Lot 1 and east right-of-way line of IH-35, for a distance of 488.70 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.8405 acres of land area.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established to create or reconfiguration of the boundary of the political subdivision for which it was prepared.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of August, 2019.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas
58.399 ACRES
THREE HILLS LAND, LLC
DOC. No. 209026895
O.P.R.T.C.

P.R.T.C.
LEGEND
D.R.T.C. DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LINE WORK AND BEARING
BASIS ARE ON TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE, NAD83(GRID)
Exhibit B

CCN Transfer Agreement
WATER SERVICE AREA TRANSFER AGREEMENT

This WATER SERVICE AREA TRANSFER AGREEMENT ("Agreement") is made and entered into by and between Creedmoor-Maha Water Supply Corporation, a Texas non-profit water supply corporation ("Creedmoor"), and the City of Austin, Texas, a home rule municipality organized and existing under the laws of the State of Texas (the "City"), as of the date this Agreement is fully executed (the "Effective Date"). Creedmoor and the City are each, a "Party," and are collectively, the "Parties."

RECITALS

WHEREAS, Creedmoor is the holder of water Certificate of Convenience and Necessity ("CCN") No. 11029, the boundaries of which are within Travis, Hays, Bastrop, and Caldwell Counties, Texas;

WHEREAS, the City is the holder of water CCN No. 11322, the boundaries of which are within Travis, Hays, Bastrop, and Williamson Counties, Texas;

WHEREAS, Texas Water Code ("TWC") § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "PUC") after public notice and hearing;

WHEREAS, Creedmoor and the City’s water CCN boundaries are adjacent to each other in certain locations;

WHEREAS, Protestant Episcopal Church, d/b/a St. Alban’s Episcopal Church (the "Church") is the owner of an approximately 16.88 acre tract of land more specifically described as Lot 1, St. Alban’s Addition, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 86, Page 88C of the Plat Records of Travis County, Texas (the "Church Tract");

WHEREAS, an 8.8405 acre portion of the Church Tract, which is more specifically described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes, is located within Creedmoor’s water CCN (the "Transfer Tract");

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

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

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

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

2. **Transfer.** Creedmoor transfers and conveys to the City, and the City accepts from Creedmoor, the portion of Creedmoor’s water CCN No. 11029 that overlaps with the Transfer Tract; and the Parties hereby agree to the modification of the boundaries of their water CCNs, accordingly. Creedmoor agrees to take all necessary steps and pay all costs to prepare, file, and advance the application(s) at the PUC to transfer such water CCN boundaries from Creedmoor’s water CCN to the City’s water CCN. The City agrees to cooperate with Creedmoor in advancing such application(s), should the need arise. However, Creedmoor, in its sole discretion, may withdraw the CCN transfer application from the PUC at any time.

3. **No Continuing Obligation to Serve.** The Parties agree that upon PUC approval of the application(s) to transfer the portion of Creedmoor’s water CCN that overlaps with the Transfer Tract to the City, Creedmoor shall have no further obligation to provide retail water service to the Transfer Tract. If the PUC does not agree to allow the transfer of the water CCN area corresponding with the Transfer Tract, the Parties agree to continue to discuss how best to achieve the purpose of this Agreement.

4. **Termination.** Either Party shall have the authority to terminate this Agreement for its convenience at any time before the transfer is approved by the PUC.

5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.

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

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

   Creedmoor-Maha Water Supply Corporation
   Attn.: General Manager
   12100 Laws Road
   Buda, Texas 78610
   Telephone: (512) 243-2113
All notices by Creedmoor to the City shall be in writing, addressed to:

City of Austin  
Attn.: Austin Water  
625 East 10th Street, Suite 800  
Austin, Texas 78767  
Telephone: (512) 972-0101

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

8. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without prior written consent of the other Party, which consent shall not be unreasonably withheld. All of the respective obligations of each of the Parties shall bind that Party and shall apply to and bind any successors or assigns of that Party.

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

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

11. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

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

13. **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.

*The remainder of this page is intentionally left blank.*
IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple copies, each of which shall constitute an original, effective on the Effective Date, on the dates set forth below:

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

By: Carl Burkland  
Bennie W. Boek, II, President  
Date: 11/20/19
CITY OF AUSTIN, TEXAS, a Texas home rule municipality

By: 

Name: Greg Meszaros

Title: Director, Austin Water

Date: 1/20/19
Exhibit A
The "Transfer Tract"
DESCRIPTION, based on record information, of a tract or parcel of land containing 8.8405 acres situated in the Santiago Del Valle Grant, Abstract No. 24, Travis County, Texas, being a portion of Lot 1, St. Alban’s Addition, a subdivision recorded in Book 86, Page 88C of the Plat Records of Travis County, Texas; the herein described 8.8405 acre tract is more particularly described as follows:

COMMENCING at the calculated northwest corner of said Lot 1, St. Alban’s Addition, being on the east right-of-way line of Interstate Highway 35 (IH-35) and the southwest remainder corner of that 16.88 acre tract conveyed to Protestant Episcopal Church by deed recorded in Volume 7640, Page 106 of the Deed Records of Travis County, Texas;

THENCE, S17°32'13"E, 135.03 feet to the calculated northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE, leaving the east right-of-way line of IH-35, across said Lot 1, for the following two (2) courses:

1) S73°50'09"E, 725.01 feet to the calculated northeast corner of the herein described tract;

2) S17°51'02"W, 576.13 feet to the calculated southeast corner of the herein described tract, being on the south line of aforesaid Lot 1 and the north line of that 58.399 acre tract conveyed to Three Hills Land, LLC by deed recorded in Document No. 2019026895 of the Official Public Records of Travis County, Texas, from which the calculated southeast corner of Lot 1, being on the north line of the aforesaid 58.399 acre tract, bears S66°55'07"E, 286.28 feet;

THENCE, N66°55'07"W, with the common south line of said Lot 1 and north line of the said 58.399 acre tract, for a distance of 725.04 feet to the calculated common westerly corner of aforesaid Lot 1 and the 58.399 acre tract, being on the east right-of-way line of said IH-35;

THENCE, N17°32'13"E, leaving the north line of the aforesaid 58.399 acre tract, with the common west line of said Lot 1 and east right-of-way line of IH-35, for a distance of 488.70 feet to the POINT OF BEGINNING, CONTAINING within these metes and bounds 8.8405 acres of land area.

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established to create or reconfiguration of the boundary of the political subdivision for which it was prepared.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 8th day of August, 2019.

Gregory A. Way
Registered Professional Land Surveyor
No. 4567 - State of Texas
POINT OF COMMENCEMENT

POINT OF BEGINNING

REMAINDER 16.88 ACRES
VOL. 7646, PG. 106
D.R.T.C.

LEGEND
D.R.T.C. DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.T.C. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

LINE WORK AND BEARING
BASIS ARE ON TEXAS STATE
PLANE COORDINATE SYSTEM,
CENTRAL ZONE, NAD83(GRID)