



Control Number: 43712



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DOCKET NO. 43712

APPLICATION OF LAKE §  
LIVINGSTON WATER SUPPLY AND §  
SEWER SERVICE CORPORATION §  
AND TYLER COUNTY WATER §  
SUPPLY CORPORATION FOR SALE, §  
TRANSFER, OR MERGER OF §  
FACILITIES AND CERTIFICATE §  
RIGHTS IN TYLER COUNTY (37966-S) §

PUBLIC UTILITY COMMISSION

2016 MAR 07 TEXAS

PUBLIC UTILITY COMMISSION  
FILING CLERK

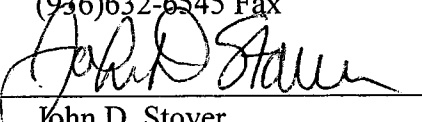
REPORT OF CONSUMMATION OF SALE AND TRANSFER  
OF THE WAYWARD WINDS SUBDIVISION

The above Application was submitted to transfer the water service for the Wayward Winds Subdivision from Lake Livingston Water Supply and Sewer Service Corporation to Tyler County Water Supply Corporation. On or about August 27, 2015, all of the real estate and equipment within Wayward Winds Subdivision was conveyed by Special Warranty Deed and Bill of Sale from Lake Livingston Water Supply and Sewer Service Corporation to Tyler County Water Supply Corporation. A copy of that instrument is attached. Immediately upon the conveyance, the members and customers within the subdivision became members and customers of Tyler County Water Supply Corporation. The Tyler County Water Supply Corporation immediately took over the operation of the transferred facilities and continues to provide retail water service.

Respectfully submitted,

SKELTON SLUSHER BARNHILL  
WATKINS WELLS, PLLC  
1616 S. Chestnut  
P.O. Drawer 1728  
Lufkin, Texas 75902-1728  
(936)632-3130  
(936)632-6545 Fax

By:

  
John D. Stover  
State Bar No.19349000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument has been forwarded to Sam Chang by email to sam.chang@puc.texas.gov on this the 1 day of March, 2016.

  
John D. Stover

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

**SPECIAL WARRANTY DEED AND BILL OF SALE**

**Date:** August 27, 2015

**Grantor:** Lake Livingston Water Supply and Sewer Service Corporation  
P.O. Box 1149  
Livingston, Texas 77351

**Grantee:** Tyler County Water Supply Corporation  
P.O. Box 138  
Spurger, TX 77660

**Consideration:** TEN DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

All of the real property described on Exhibit "A" and the personal property described on Exhibit "B" attached to this Special Warranty Deed and Bill of Sale, and incorporated herein for all purposes.

Together with all of Grantor's right and title and interest in all easements, rights-of-way, licenses, rights, hereditaments, privileges, and interest in any way affecting or serving any or all of the above-described property.

**Reservations from Conveyance:**

NONE.

**Exceptions to Conveyance and Warranty:**

Any and all restrictions, covenants, conditions, easements and all outstanding mineral reservations and/or conveyances, if any, relating to the Property, but only to the extent they are still in effect, shown of record in the above-mentioned County and State, and to all regulations authorities, if any, but only to the extent that they are still in effect and applicable to the Property.

Each Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee such Grantor's

undivided interest in and to the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend all and singular such Grantor's undivided interest in and to the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

It is expressly agreed that the liability, if any, of each Grantor on such Grantor's warranty contained in this Deed shall be several and not joint, and no Grantor shall ever be held on this warranty should title to the Property fail in whole or in part, except for the proportional interest of such Grantor in and to the Property.

Grantee acknowledges to Grantor that Grantee understands that Grantor has executed and delivered this Deed, and Grantee has received and accepted this Deed and the Property AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT SOLELY THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN; IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY REVOKE, RELEASE, NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PART OF THE PROPERTY; (vii) ANY CONSEQUENCES RESULTING FROM THE PROPERTY BEING LOCATED IN ANY AREA (A) DESIGNATED AS A "FLOOD PLAIN" AND/OR (B) THAT IS CAPABLE OF RECEIVING FLOOD WATERS; AND (viii) ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND REPRESENTATIONS BY GRANTOR WHATSOEVER, EXCEPT SOLELY THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

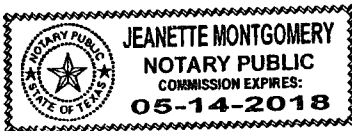
LAKE LIVINGSTON WATER SUPPLY  
CORPORATION

By: *Larry Fenstad*  
Larry Fenstad, President

STATE OF TEXAS §

COUNTY OF POLK §

THIS INSTRUMENT was acknowledged before me on the 27<sup>th</sup> day of  
August, 2015, by Larry Fenstad, President of Lake Livingston Water Supply  
Corporation.



*Jeanette Montgomery*  
Notary Public – State of Texas

## **EXHIBIT "A"**

BEING LOTS 136, 137, 138, 139, 140 and 141, Section No. 1 of Wayward Wind Oasis Subdivision, in Tyler County, Texas, according to the map or plat thereof filed in Plat File No. 98 of the Plat Records in the Office of the County Clerk of Tyler County, Texas.

Sanitary Control Easements recorded in Volume 649, Page 304, and Volume 971, Page 615, Official Public Records, Tyler County, Texas.

## **EXHIBIT "B"**

All of Grantor's right, title and interest in the Certificate of Convenience and Necessity (CCN) No. 10147 from the Public Utility Commission of Texas for providing water service, franchises, easements, permits, permissions, rights of way, licenses, rights, hereditaments, privileges, and interests in any way affecting or serving the Wayward Winds Subdivision in Tyler County, Texas. SAVE AND EXCEPT the pumphouse building, generator, and propane tank(s) located on the property described in Exhibit "A".