



Control Number: 44542



Item Number: 17

Addendum StartPage: 0



Quadvest, L.P.
26926 FM 2978
Magnolia, TX 77354

Main: 281-356-5347
Fax: 281-356-5382
Quadvest.com

November 17, 2015

PUC
Central Records
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

Re: Docket # 44542

To Whom it May Concern:

Enclosed are the closing documents.

Thank you,

A handwritten signature in black ink that reads 'Yvette Castro'. The signature is fluid and cursive, with the first name 'Yvette' being more prominent than the last name 'Castro'.

Yvette Castro
281-305-1124
yvettec@quadvest.com

RECEIVED
2015 NOV 20 AM 9:19
PUBLIC UTILITY COMMISSION
FILING CLERK

17

**WRITTEN CONSENT OF THE MANAGER
OF RANCH UTILITIES MANAGEMENT, LLC
A Texas Limited Liability Partnership**

October 30, 2015

The undersigned, being the Manager of Ranch Utilities Management LLC, a Texas limited liability company, the general partner of Ranch Utilities, LP (the "**Partnership**"), hereby, pursuant to the provisions of Section 101.358 of the Texas Business Organizations Code, consents to and approves the following resolutions and each and every action effected thereby. Capitalized terms used in this written consent but not specifically defined herein shall have the meanings ascribed to them in the Company Agreement.

1. Assignment and Distribution to Partners.

WHEREAS, the general partner of the Partnership deems it to be in the best interest of the Partnership to distribute pro-rata to the partners of the Partnership certain assets, liabilities and real property of the Partnership.

WHEREAS, the general partner of the Partnership has approved the assignment and distribution of certain of the Partnership's assets, liabilities and real property pro-rata to the partners of the Partnership as set forth on Exhibit A attached hereto; and

NOW, THEREFORE, IT IS RESOLVED, that the Partnership hereby distributes to the partners of the Partnership in pro-rata shares the assets, liabilities and real property of the Partnership as set forth on Exhibit A attached hereto.

RESOLVED FURTHER, that the general partner of the Partnership is authorized, empowered and directed to make, execute, and deliver by and on behalf of the Partnership, any and all documents, and do and perform any and all acts that the general partner deems necessary or appropriate, to carry out and consummate the transactions contemplated by the related transaction documents in connection therewith, and that such acts and documents when executed are hereby approved, adopted and ratified.

2. General Authorization.

RESOLVED, that the general partner is hereby authorized (a) to sign, execute, certify to, verify, acknowledge, deliver, accept, file, and record any and all instruments and documents, and (b) to take, or cause to be taken, any and all such action, in the name and on behalf of the Partnership, as (in such person's judgment) shall be necessary, desirable or appropriate in order to effect the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any and all action taken by any general manager of the Partnership prior to the date this written consent is actually executed in effecting the purposes of the foregoing resolutions is hereby ratified, approved, confirmed, and adopted in all respects.

3. Counterparts; Facsimile Signatures.

RESOLVED, that this written consent may be executed in multiple counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute one and the same instrument.

RESOLVED FURTHER, that each such multiple counterpart of this written consent may be transmitted via facsimile, email or other similar electronic means and executed by one or more of the undersigned, and a facsimile, email or other electronic transmission of the signature of one or more of the undersigned shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

[Signature Page Follows]

EXECUTED as of the date first above written.

Ranch Utilities, LP

By: Ranch Utilities Management, LLC,
Its general partner

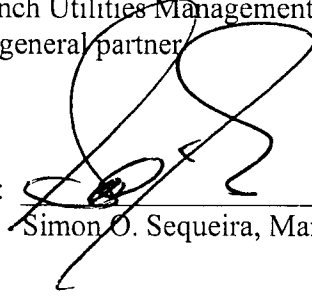
By: 
Simon O. Sequeira, Manager

EXHIBIT A

ASSETS, LIABILITIES AND REAL PROPERTY

Items #1-7 below shall be distributed in equal shares (20% each) to (i) Simon O. Sequeira, (ii) Tamara L. Sequeira, (iii) Bartlett M. Sequeira, (iv) Yvette R. Castro, and (v) Mandi L. Brown.

1. All underground water and sewer lines and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas.
2. All aboveground water and sewer plant facilities and associated components associated with Caddo Village subdivision (CCN), described as a subdivision of 132.0011 acres in the George W. Lonis Survey, Abstract No. 313 of Montgomery County, Texas, according to the map or plat thereof recorded in Cabinet D, Sheet 182A, of the Map Records of Montgomery County, Texas
3. All underground water and sewer lines and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
4. All aboveground water and sewer plant facilities and associated components associated with Grande San Jacinto subdivision (CCN), described as a recorded subdivision of Liberty County, Texas, according to the Map or Plat recorded in County Clerks' File No. 2013017696, of the Official Public Records of Liberty County Texas.
5. All prepaids, customer deposits, and accounts payables associated with either Caddo Village or Grande San Jacinto subdivisions.
6. Caddo Village Land:
 - a) Lot 168 of Caddo Village Subdivision - Lift Station
 - b) Reserve E of Caddo Village Subdivision -
 - b) Reserve F of Caddo Village Subdivision - Sewer Plant Site
 - c) Reserve G of Caddo Village Subdivision - Water Plant Site
 - d) All utility and sanitary control easements
7. Grande San Jacinto Land:
 - a) All reserves sites, if any, for water and sewer plants/facilities
 - b) All utility or sanitary control easements

Item #8 below shall be distributed to the general partner to represent the general partner's pro-rata 1% share.

8. Cash in the amount of \$4,350.00 to Ranch Utilities Management, LLC, as general partner of the Partnership.

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[illegible]

WITNESSETH:

and interest in and to all of the Assets and Liabilities set forth on Exhibit A hereto without warranty or recourse.

1.2 ASSIGNMENT OF REAL PROPERTY. Assignor, for and in consideration of the mutual promises of the respective parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the execution and recording of the Warranty Deed set forth in Exhibit C, CONVEYS, GRANTS, BARGAINS, TRANSFERS, SETS OVER, ASSIGNS, REMISES, RELEASES, DELIVERS AND CONFIRMS unto Assignee, their successors and assigns, forever, all of Assignor's right, title and interest in and to all of the Property set forth on Exhibit B hereto.

1.3 ACCEPTANCE OF ASSIGNMENT OF ASSETS AND LIABILITIES. Assignee hereby accepts the conveyance, transfer and assignment of the assets and liabilities set forth on Exhibit A.

1.4 ACCEPTANCE OF ASSIGNMENT OF REAL PROPERTY. Assignee hereby accepts, by Warranty Deed set forth on Exhibit C, the conveyance, transfer and assignment of the Property set forth on Exhibit B.

ARTICLE II MISCELLANEOUS

3.1 RECITALS. The recitals are incorporated by reference into this Agreement and made a part hereof.

3.2 SCHEDULES. The exhibits referred to in this Agreement are incorporated by reference into this Agreement and made a part hereof.

3.3 NO THIRD PARTY RIGHTS. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation, limited liability company, partnership or other entity other than the parties hereto and their respective successors and assigns, any right or remedy under or by reason of this Assignment or any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained in this Assignment shall be the sole and exclusive benefit of the parties hereto and their successors and assigns.

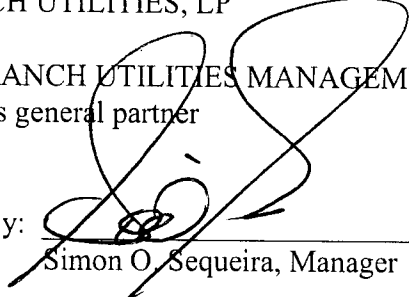
3.4 COUNTERPARTS. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of the executed signature pages by facsimile transmission or in "portable document format" shall constitute effective and binding execution and delivery of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment effective as of the date first hereinabove written.

ASSIGNOR

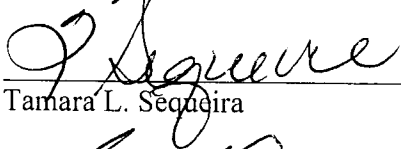
RANCH UTILITIES, LP

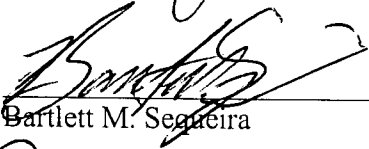
By: RANCH UTILITIES MANAGEMENT, LLC,
its general partner


By: 
Simon O. Sequeira, Manager

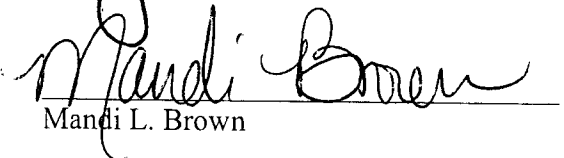
ASSIGNEE:


Simon O. Sequeira

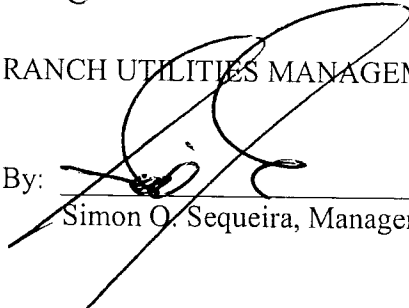

Tamara L. Sequeira


Bartlett M. Sequeira


Yvette R. Castro


Mandi L. Brown

RANCH UTILITIES MANAGEMENT, LLC

By: 
Simon O. Sequeira, Manager

STATE OF TEXAS

COUNTY OF

Montgomery §
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Ranch Utilities Management, LLC, the general partner of Ranch Utilities, LP, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF

Montgomery §
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Tamara L. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Bartlett M. Sequeira, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Yvette R. Castro, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.

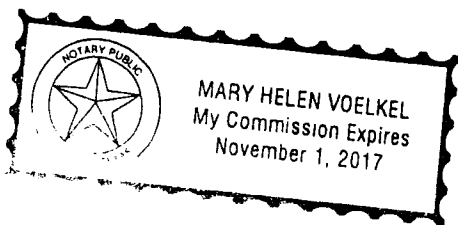


Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF Montgomery §

Before me, the undersigned authority, on this day personally appeared Mandi L. Brown, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas

STATE OF TEXAS

COUNTY OF

Montgomery

§
§
§

Before me, the undersigned authority, on this day personally appeared Simon O. Sequeira, as Manager of Ranch Utilities Management, LLC, known to me to be the person whose name is subscribed to the foregoing Assignment of Assets, Liabilities and Property, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said partnership.

Given under my hand and seal of office on this 30 day of October, 2015.



Mary Helen Voelkel
Notary Public in and for the State of Texas