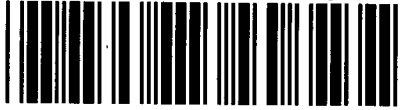




Control Number: 46868



Item Number: 7

Addendum StartPage: 0

PETITION OF LEGACY STABLES, §  
LLC TO AMEND MARILEE SPECIAL §  
DISTRICT'S CERTIFICATE OF §  
CONVENIENCE AND NECESSITY IN §  
COLLIN COUNTY BY EXPEDITED §  
RELEASE §

PUBLIC UTILITY COMMISSION  
OF TEXAS

2017 MAR 15 PM 1:26  
PUBLIC UTILITY COMMISSION  
FILING CLERK

**MARILEE SPECIAL UTILITY DISTRICT'S  
RESPONSE TO PETITION FOR EXPEDITED DECERTIFICATION**

Marilee Special Utility District (the "District") files this Response to the Petition for Expedited Decertification dated February 17, 2017 (the "Petition") filed on behalf of Legacy Stables, LLC. ("Petitioner").

**Overview**

1. In the Petition, Petitioner requests that the Public Utility Commission of Texas (the "PUC") decertify 71.71 acres of real property (the "Property") from the certificated water service territory of the District pursuant to Texas Water Code § 13.254(a-5) and 16 Texas Administrative Code § 24.113(r).

2. The Property is not eligible for expedited decertification under TWC § 13.254(a-5) because the statute does not authorize expedited decertification of lands that receive "service." The District provides "service" to the Property, as defined by TWC § 13.002(21).

**Discussion**

3. The District is a political subdivision of the State of Texas and the holder of Certificate of Convenience and Necessity No. 10150 (the "CCN"). The District is the successor of the CCN and all plant, equipment and customers of the former Gunter Rural Water Supply Corporation. The District currently provides retail water service to approximately 2,409 water connections.

4. Tex. Water Code § 13.254(a-5) authorizes expedited decertification only for property “that is not receiving water or sewer service.” TWC § 13.002(21) defines “service” as follows:

**Any act performed, anything furnished or supplied, and any facilities or lines committed or used by a retail public utility in the performance of its duties under this chapter. . . .(emphasis added).**

The District has performed many acts in furtherance of the provision of retail water service to the Property, including without limitation, the following:

a. The District previously installed an 8-inch water line *directly on* the south side of the Property for the purpose of providing retail water service to the Property;

b. In 2001, at the request of Jody M. O’Donnell, president of the Petitioner, the District transferred water service to 192 acres of the Property from Bobby Davis to Jodie M. O’Donnell (Account #227 and #344);

c. The District maintains two (2) active water meters on the Property<sup>1</sup> as shown on Exhibit A attached hereto, in which the District provides water service to the Property pursuant to Petitioner's applications for water service as shown on Exhibit B attached hereto. The Property identified as a 71.71 acre tract is a portion of the 192 acres for water service was requested by principal of the Petitioner. See attached Exhibit B, at 3; and

d. The District provides an average of 30,000 gallons of water per month to the Property, and the water usage by the Property is reflected in the current billing statements of Account #227 and #344. See attached Exhibit B, at 8 - 9. Although the billing statement for Account #344 shows a usage of "0" gallons, the amount due is the minimum due for an active water service meter.

---

<sup>1</sup> The Court in *Tex. Gen. Land Office v. Crystal Clear Water Supply Corp.*, 449 S.W.3d 13, 104 (Tex. App.—Austin 2014, no writ) stated that “[c]ertainly an active water tap on the Decertified Property would constitute a facility or line ‘used’ to supply water to the tract on which it was located.”

5. Attached as **Exhibit "A"** is a true and correct map that identifies the Property, the 8-inch (8") waterline on the Property, and the location of the two (2) active District water meters on the Property labeled "#344 Legacy" and "#227 Legacy".

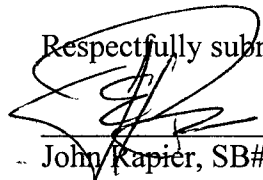
6. Attached as **Exhibit "B"** is the supporting affidavit of Donna Loïselle, the general manager of the District.

### Conclusion

7. The Property is not eligible for expedited decertification under Tex. Water Code § 13.254(a-5) because the District provides "service" to the Property, as defined under TWC § 13.002(21). Specifically, the District has constructed an 8" water transmission line on the Property, has installed two water meters on the Property, and is providing water service to the Property through the two active water meters.

8. Since the requisite statutory criteria for decertification under TWC § 13.254(a-5) have not been met, Marilee Special Utility District respectfully requests that the Petition be denied in its entirety. If the PUC intends to proceed with processing the Petition notwithstanding the fact that the Property is not eligible for expedited decertification, then Marilee Special Utility District requests the opportunity to present evidence in an appropriate hearing.

Respectfully submitted,



---

John Rapiér, SB# 16550500  
Maria Huynh, SB# 24086968  
James W. Wilson, SB #00791944  
Gay, McCall, Isaacks & Roberts, P.C  
777 East 15<sup>th</sup> Street  
Plano, Texas 75074  
Tel: (972) 424-8501  
Fax: (972) 423-3116  
jrapiér@gmigr.com  
mhuynh@gmigr.com  
jwilson@gmigr.com

Anthony S. Corbett, SB# 04811760  
McLean & Howard, L.L.P.  
901 South MoPAC Expy., Suite 225  
Austin, TX 78746  
Tel: (512) 799-6405  
Fax: (512) 328-2409  
tcorbett@mcleanhowardlaw.com

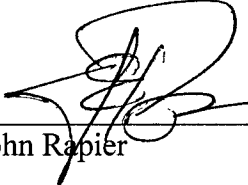
ATTORNEYS FOR MARILEE SPECIAL  
UTILITY DISTRICT

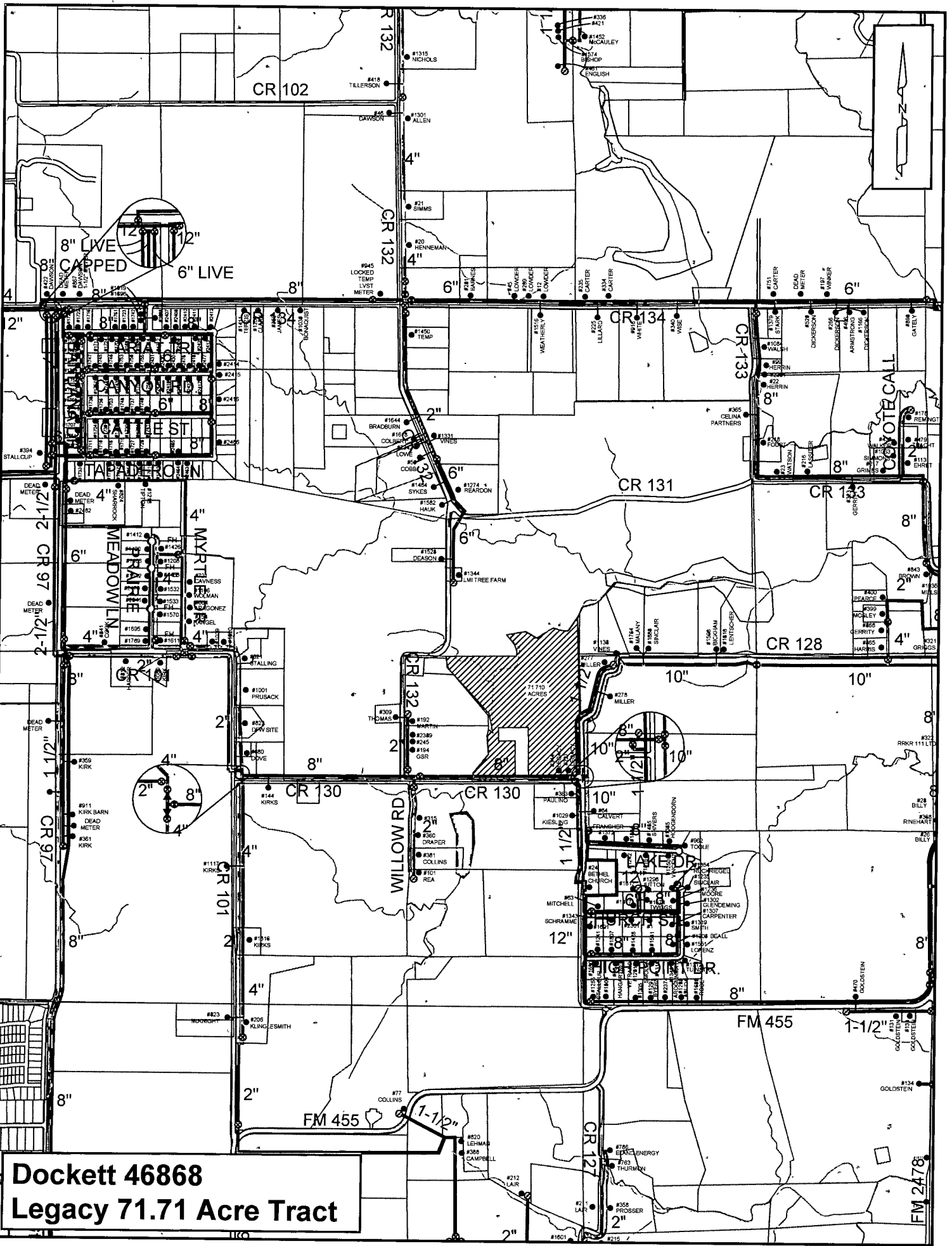
**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of this document will be served on the following parties of record on March 14, 2017, in accordance with 16 TAC § 22.74.

Via electronic mail – mkoehne@coatsrose.com

Mindy L. Koehne  
Attorney for Petitioner,  
Coats Rose, P.C.  
14755 Preston Road, Suite 600  
Dallas, Texas 75254

  
\_\_\_\_\_  
John Rapiere



**Docket 46868**  
**Legacy 71.71 Acre Tract**

**EXHIBIT B**

**SUPPORTING AFFIDAVIT OF DONNA LOISELLE**

**STATE OF TEXAS**

§

**COUNTY OF COLLIN**

§

§

**BEFORE ME** the undersigned authority on this date personally appeared Donna Loiselles who being by me first duly sworn states as follows:

"My name is Donna Loiselles. I am more than 18 years of age and I am of sound mind and qualified to make this affidavit. I have personal knowledge of all facts stated herein.

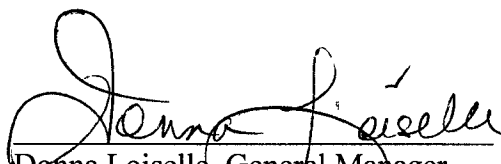
Since 1996, I have been the duly appointed general manager of Marilee Special Utility District (the "District") and I am the custodian of the records of the District. The District is the successor to Gunter Rural Water Supply Corporation a/k/a Gunter Water Supply Corporation.

I have read Marilee Special Utility District's Response to Petition for Expedited Decertification in Docket No. 46868 and each and every factual statement contained therein is true and correct.

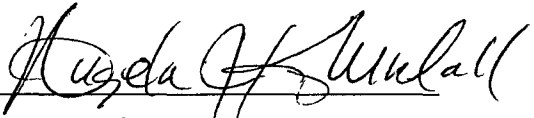
Attached to District's Response as Exhibit A is a true and correct copy of a portion of the District's water system map prepared by the District's engineer of record, Eddy Daniel, P.E. The Property that is the subject matter of Docket No. 46868 is accurately located on the map.

The District provides water service to the Property through an 8" waterline and two (2) active water meters located on the Property.

Attached to this Affidavit is a true and correct copy of the contents of the customer file for Jodie M. O'Donnell, Account #227 and #344 (the "Records"). The Records were made at or near the time of each act, event or condition set forth. The Records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The Records were kept in the course of regularly conducted business activity of the District. It is the regular practice of the District activity to make the Records."

  
Donna Loiselles, General Manager  
Marilee Special Utility District

SUBSCRIBED AND SWORN TO before me on the 14 day of March, 2017, by Donna Loiselle, personally known to me to be the general manager of Marilee Special Utility District.

  
\_\_\_\_\_  
Notary Public for the State of Texas

[seal]





1000

RUS-TX Bulletin 1780-9 (revised 4/99)

# GUNTER RURAL WATER SUPPLY CORPORATION SERVICE APPLICATION AND AGREEMENT

CORPORATION USE ONLY	
Date Approved	_____
Service Classification	_____
Cost	_____
Work Order Number	_____
Eng. Update	_____
Account Number	_____
Service Inspection Date	_____

Please Print: DATE 6/23/01

APPLICANT'S NAME Jody M. O'Donnell

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS: 1437 Halsey Way  
Carrollton, TX 75007-4410

FUTURE BILLING ADDRESS: \_\_\_\_\_

PHONE NUMBER - Home (972) 838-2570 Work (972) 446-0020

PROOF OF OWNERSHIP PROVIDED BY \_\_\_\_\_

DRIVER'S LICENSE NUMBER OF APPLICANT [REDACTED] Texas

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)  
8380 County Road 130

PREVIOUS OWNER'S NAME AND ADDRESS (If transferring Membership)  
Bobby Davis, 8380 County Road 130  
Coling, Texas 75009

ACREAGE 19.2 HOUSEHOLD SIZE \_\_\_\_\_

NUMBER IN FAMILY \_\_\_\_\_ LIVESTOCK & NUMBER \_\_\_\_\_

SPECIAL SERVICE NEEDS OF APPLICANT: \_\_\_\_\_

**NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.**

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

- White, Not of Hispanic Origin
- Black, Not of Hispanic Origin
- American Indian or Alaskan Native
- Hispanic
- Asian or Pacific Islander
- Other (Specify)
- Male
- Female

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between

\_\_\_\_\_ Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and \_\_\_\_\_,

(hereinafter called the Applicant and/or Member),

Witnesseth:

The Corporation shall sell and deliver water and/or wastewater service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the

purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the Member's property at a point to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install at their own expense any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, and illegal lead materials.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. This service agreement serves as notice to each customer of the plumbing restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable plumbing practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.
- c. No connection which allows condensing, cooling or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than 8.0 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair of plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow his property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at his expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Member shall grant to the Corporation, now or in the future, any easements of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by the Corporation to extend or improve service for existing or future Members. on such forms as are required by the Corporation.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership Certificate. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

\_\_\_\_\_  
Witnesseth

  
\_\_\_\_\_  
Applicant Member

\_\_\_\_\_  
Approved and Accepted

\_\_\_\_\_  
Date Approved

JODY M O'DONNELL 08-01  
DBA GATEWAY STABLES  
27 TRAILRIDGE DR  
MELISSA, TX 75454

1013

7/5/01

DATE

88-123/1119  
BRANCH 15

PAY TO THE  
ORDER OF

Gilmer Rural WSC

\$ 225<sup>00</sup>

Two hundred twenty five dollars <sup>00</sup>/<sub>100</sub>

DOLLARS



Security  
Features  
Check it out  
First



LEGACY BANK  
OF TEXAS

Legacy Bank  
P.O. Box 869111  
Plano, TX 75086  
972-481-1300

FOR



1013

© HARLAND 2000

Mr O'Donnell has  
two meters  
acc # 2274 344



MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009



\*\*\*AUTO\*\*ALL FOR AADC 750 A AADC 300380AA23-A-3  
3542 1 AD 0-100



LEGACY EQUESTRIAN CENTER  
C/O JODY O'DONNELL  
1437 HALSEY WAY  
CARROLLTON TX 75007-4410

## ACCOUNT STATEMENT

Service from 01/24/2017 to 02/22/2017

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE NOW
227	03/15/2017	\$256.73
BILL DATE	AMOUNT DUE AFTER 03/15/2017	
02/23/2017	\$282.40	
SERVICE ADDRESS		
8380 CR# 130		

### QUESTIONS ABOUT YOUR STATEMENT

Customer Service 972-382-3222  
Visit us online <http://marleewater.com/home>

### OFFICE HOURS

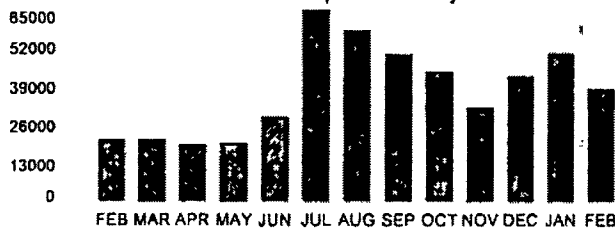
Monday-Friday 8:00 a.m. - 4:30 p.m.

### CURRENT CHARGE DETAIL

WATER	\$251.66
GW CON FEE	\$3.81
TAX	\$1.26
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>
<b>TOTAL CURRENT CHARGES</b>	<b>\$256.73</b>
Total amount due after 03/15/2017	\$282.40
<b>PAY ON-TIME AND SAVE</b>	<b>\$25.67</b>

SERVICE TYPE	PREVIOUS READING	CURRENT READING	METER READ DATE	USAGE
WATER	6174200	6212300	02/22/2017	38100

Consumption History



Water

### IMPORTANT MESSAGE

Visit <http://ccrwater.net/marileewater-17375> to download this year's Marilee-Elmont water quality report.

Visit <http://ccrwater.net/marileewater-17374> to download this year's Marilee water quality report.

- PLEASE FOLD ON PERFORATION, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009

LEGACY EQUESTRIAN CENTER  
C/O JODY O'DONNELL  
1437 HALSEY WAY  
CARROLLTON TX 75007-4410

COMPLETE THE FOLLOWING IF ABOVE ADDRESS IS INCORRECT:

STREET ADDRESS \_\_\_\_\_ APT NO \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
227	03/15/2017	\$256.73

Total amount due after 03/15/2017 \$282.40

AMOUNT ENCLOSED \$

Please write account number on check and remit payment to



MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009-1017

MEAN20815KLM01 - 1001804423 A 1 1642 1 3 0 00 - www.marleewater.com



MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009



\*\*AUTO\*\*ALL FOR AADC 750 & AADC 100180AA23-A-1  
1642 1 AB 0.400



LEGACY EQUESTRIAN CENTER  
C/O JODY O'DONNELL  
1437 HALSEY WAY  
CARROLLTON TX 75007-4410

**ACCOUNT STATEMENT**

Service from 01/24/2017 to 02/22/2017

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE NOW
344	03/15/2017	\$21.71
BILL DATE	AMOUNT DUE AFTER 03/15/2017	
02/23/2017	\$31.71	
SERVICE ADDRESS		
8380 CR# 130		

**QUESTIONS ABOUT YOUR STATEMENT**

Customer Service 972-382-3222  
Visit us online <http://marileewater.com/home>

**OFFICE HOURS**

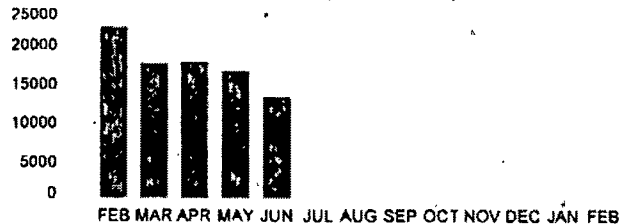
Monday-Friday 8:00 a.m. - 4:30 p.m.

**CURRENT CHARGE DETAIL**

WATER	\$21.60
TAX	\$0.11
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>
<b>TOTAL CURRENT CHARGES</b>	<b>\$21.71</b>
Total amount due after 03/15/2017	\$31.71
<b>PAY ON-TIME AND SAVE</b>	<b>\$10.00</b>

SERVICE TYPE	PREVIOUS READING	CURRENT READING	METER READ DATE	USAGE
WATER	127400	127400	02/22/2017	0

Consumption History



Water

**IMPORTANT MESSAGE**

Visit <http://ccrwater.net/marileewater-17375> to download this year's Marilee-Elmont water quality report.  
Visit <http://ccrwater.net/marileewater-17374> to download this year's Marilee water quality report.

- PLEASE FOLD ON PERFORATION, DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT



MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009

LEGACY EQUESTRIAN CENTER  
C/O JODY O'DONNELL  
1437 HALSEY WAY  
CARROLLTON TX 75007-4410

COMPLETE THE FOLLOWING IF ABOVE ADDRESS IS INCORRECT:

STREET ADDRESS \_\_\_\_\_ APT NO \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE NOW
344	03/15/2017	\$21.71

Total amount due after 03/15/2017 \$31.71

AMOUNT ENCLOSED \$

Please write account number on check and remit payment to

MARILEE SPECIAL UTILITY DISTRICT  
PO BOX 1017  
CELINA TX 75009-1017

M&T2015NLA6101 - 100180AA23 A.1 1642 2 3 0 400 - www.marileewater.com



## MEMBERSHIP TRANSFER AUTHORIZATION

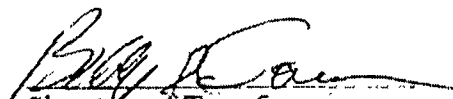
Transferor hereby surrenders Membership in the Gunter Rural Water Supply Corporation ("GRWSC) by execution of the attached Stock Certificate. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the GRWSC.

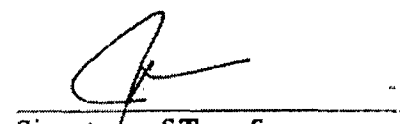
By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

  
Signature of Transferor

  
Signature of Transferee

**MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)**

Transferor's Name

Gateway Stables  
c/o Jody O'Donnell  
Transferee's Name

Forwarding Address

1437 Halsey Way  
Current Address

City, State, Zip Code

Carrollton, TX 75007-4410  
City, State, Zip Code

Phone

972-446-0020  
Phone

Account Number

Final Reading

Reading Date

Location of Meter

Note: A fee of \$ .00 is charged to the Transferor on all transfers.

Transferor may be due a refund of the Membership Fee, and Transferee understands that he/she must place on deposit a refundable Membership Fee with the Corporation.

**ACKNOWLEDGEMENT**

The State of Texas

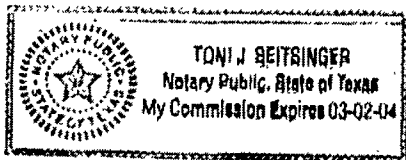
County of Dallas

IN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument this 23 day of June, 2001.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Robby Davis & Jody O'Donnell known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23 day of June, 2001.

(SEAL)



Tony J. Reitringer  
Notary Public in and for the State of Texas

INCORPORATED



ONE  
MEMBERSHIP  
227

No. 1910

GUNTER  
WATER SUPPLY CORPORATION

(If limitations as to transferability set forth on reverse side)

This Certifies that Jody O. Donnell is the owner of

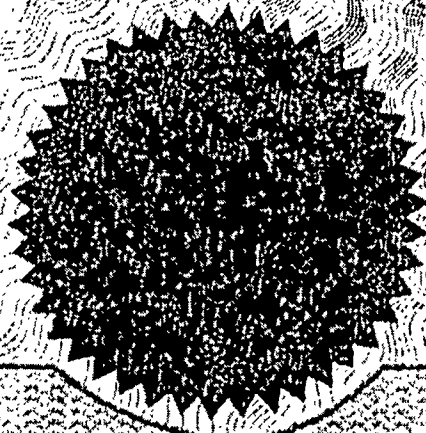
One Membership of GUNTER at an initial

WATER SUPPLY CORPORATION

Membership Fee of one hundred Dollars.

a corporation organized under the laws of the State of Texas, transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney, upon surrender of this Certificate properly endorsed. IN

WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation this 9 day of July A.D. 2001.



President

INCORPORATED



ONE  
MEMBERSHIP  
344

GUNTER  
WATER SUPPLY CORPORATION

(Limitations as to transferability set forth on reverse side)

is the owner of

at an initial

Dollars

Jody O. Donnell

GUNTER

WATER SUPPLY CORPORATION

Membership Fee of one hundred

a corporation organized under the laws of the State of Texas, transferable only

on the books of the Corporation by the holder hereof in person or by duly

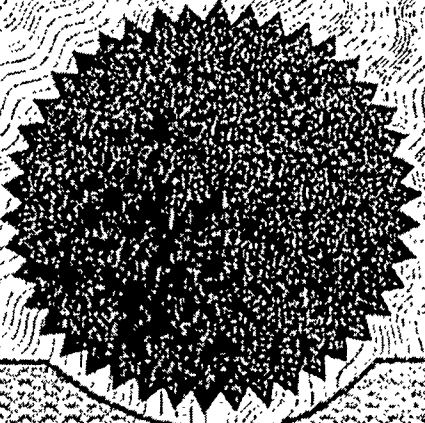
authorized Attorney upon surrender of this Certificate properly endorsed. IN

WITNESS WHEREOF, the said Corporation has caused this Certificate to be

signed by its duly authorized officers and to be sealed with the Seal of the

Corporation this 9 day of July A.D. 2001.

President



This Certifies that

One Membership of

TRANSFER INFORMATION

ACCT. # 2274344

FROM: Bobby Davis

FORM MAILED

8380 CR#130

FORM RECEIVED

Celena Dr 75009

PHONE # \_\_\_\_\_

FINAL READING DATE: ~~6-4-01~~ 7-1-01

*Bobby came by and changed final reading date 5-31-01*

WANTS MEMBERSHIP REFUND? yes  
AMOUNT \$ 200.00 less final bill  
DATE: \_\_\_\_\_  
CK. # \_\_\_\_\_

TO: Ardis O'Donnell

FORMS MAILED

9437 Halsey Rd.

TRANS. RECD.

Carrollton Tx 75007

APP. RECEIVED

PHONE # 972-446-0020 (Joni)

TRANS. PAID  76.01

CERTIFICATE # \_\_\_\_\_

TRANSFER ENTERED IN COMPUTER \_\_\_\_\_

OTHER INFORMATION:

If we don't hear from new owner, will need to lock service.

6-20-01 Writing on application and transfer fee of membership fee.

**BEFORE TRANSFER WILL BE ACCEPTED BY GUNTER RURAL WSC, THE FOLLOWING MUST BE RETURNED WITH THE TRANSFER FORM:**

- (1) Both parties must fill out information requested and sign transfer form before a notary public.
- (2) Stock certificate must be returned. If unable to locate certificate, a letter from Transferor stating such must accompany transfer form.
- (3) Transferee must sign Service Agreement and right-of-way form.
- (4) A check or money order for \$25.00 must accompany transfer form. If Transferor requests the membership refund (\$100.00), the Transferee must place same on deposit with the Corporation.

If you have any questions, please call our office at 972-382-3222.

RETURN TO: Gunter Rural WSC  
P O Box 1017  
Celina, Tx 75009-1017

Post-It® Fax Note	7671	Date	6-6-01	# of pages	17
To	Godie O'Donnell		From	Gunter Water	
Cd/Dept.			Co.		
Phone #			Phone	972-382-3222	
Fax #	972-446-6028		Fax #	972-382-4264	