

Control Number: 47086



Item Number: 1

Addendum StartPage: 0

Water & Wastewater Treatment Consultants
17230 Huffmeister Road, Suite A~Cypress, Texas 77429-1643

TEL: 281-373-0500 FAX: 281-373-1113

47086

April 19, 2017

Public Utility Commission of Texas Central Records 1701 N. Congress, Suite 8-100 Austin, TX 78701

Re: Application for a Sale, Transfer or Merger of a Retail Public Utility Water Certificate of Convenience and Necessity No. 12154
Seller – Oak Hollow Utility Company, Inc.
Buyer – Utilities Investment Company, Inc.
in Grimes County, Texas

Dear Public Utility Commission of Texas:

Please find enclosed an original and seven (7) copies of an Application for a Sale, Transfer or Merger of a Retail Public Utility to address the sale of the Oak Hollow Water System by Oak Hollow Utility Company, Inc. to Utilities Investment Company, Inc., as well as two copies of CONFIDENTIAL material. Also enclosed are two (2) CD's containing digital map data and one (1) CD containing an electronic copy of the application in .pdf format.

We appreciate your earliest review and issuance of a letter indicating administrative completeness. Please feel free to email me at syoung@waterengineers.com or call at 281-373-0500 if you have any questions regarding the information contained in this submittal.

Thank you for your assistance in this review process.

Sincerely,

WATERENGINEERS, INC.

Shelley Young, P.E.

Project Engineer

Encl. – 1 original and 7 copies of STM application

2 envelopes containing CONFIDENTIAL information

2 CD's containing digital map data

1 CD containing an electronic copy of the STM Application 3

2017 APR 20 AM 11:52
PUBLIC UTILITY COMMISSION

) ---

APPLICATION FOR A SALE, TRANSFER OR MERGER OF A RETAIL PUBLIC UTILITY WATER CERTIFICATE OF CONVENIENCE AND NECESSITY NO. 12154

SELLER - OAK HOLLOW UTILITY COMPANY, INC.

BUYER - UTILITIES INVESTMENT COMPANY, INC.

PREPARED BY:

WATERENGINEERS, INC.

WATER & WASTEWATER TREATMENT CONSULTANTS 17230 HUFFMEISTER ROAD CYPRESS, TEXAS 77429 TEL: 281-373-0500 FAX: 281-373-1113

APRIL 2017

APPLICATION FOR A SALE, TRANSFER, OR MERGER OF A RETAIL PUBLIC UTILITY

SELLER - OAK HOLLOW UTILITY COMPANY, INC.

BUYER - UTILITIES INVESTMENT COMPANY, INC.

TABLE OF CONTENTS

DESCRIPTION

Application for a Sale, Transfer, or Merger of a Retail Public Utility

Attachment "A" - List of Customers Holding Deposits

Attachment "B" - Certificate of Account Status

Attachment "C" - Purchase Agreement

Attachment "D" - Most Recent Inspection Report

Attachment "E" - Location Map

Attachment "F" - Service Area Map

Attachment "G" - Water Tariff



Application for Sale, Transfer, or Merger of a Retail Public Utility

Pursuant to Chapter 13.251 of the Texas Water Code

Docket Number: **47086**

(this number will be assigned by the Public Utility Commission after your application is filed)

7 copies of the application, including the original, along with one copy of the portable electronic storage medium (such as CD or DVD) containing the GIS data shall be filed with

Public Utility Commission of Texas
Attention: Filing Clerk
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

No later than seven days after filing the application for the boundary change, provide a copy of each paper map and a portable electronic storage medium (such as CD, flash drive or DVD) containing complete and identical data to the portable electronic storage medium submitted above to

Texas Natural Resources Information System 1700 N. Congress Ave, Room B40 Austin, Texas 78701

TABLE OF CONTENTS

Part A – General Information	2
Part B – Current Service Provider or Seller Information	2
Part C – Purchaser or Transferee Information	3
Part D – Historicial Financial Information	9
Part E – Projected Information	12
Part F – Public Water System Information	16
Part G – Oaths and Notices	18

*RN# 103903906		
1. Proposed action of application (check all the boxes that apply): Sale of All Portion of the X Water system(s) under CCN No.: 12154	Part A – General Information	W. W.
Sale of X All Portion of the X Sewer system(s) under CCN No.: 12154 Acquisition Lease/Rental Lease/Rental	*RN# 103908208 *CN# 600633093/ * (PRIOR TCEQ ID numbers)	
Certificated sewer service area — CCN No.: If only a portion of a system or certificated service area is affected by this transaction, please specify the areas or subdivision involved: An obtain a CCN for the transferee (purchaser) — indicate if purchaser will take the seller's CCN	X Sale of X All Portion of the X Water system(s) under CCN No.: 12154 Sewer system(s) under CCN No.:	The state of the s
and to: Obtain a CCN for the transferee (purchaser) – indicate if purchaser will take the seller's CCN Amend the transferee's CCN No.: Purchaser will take seller's CCN Merge or consolidate public utilities Cancel CCN of the transferor (seller) 2. Proposed effective date of this transaction: 9/30/2017 (Must be at least 120 days after proper notice is provided) Part B - Current Service Provider or Seller Information Questions 3 through 5 apply to the transferor (current service provider or seller) 3. For the current CCN holder or service provider please indicate: A. Name: Qak Bollow Utility Co. inc. (Individual, Corporation or Other Legal Entity) tho is a(n):of Individual X Corporation WSC HOA or POA Other B. Utility Name (if different than above): Same as above Address: 1330 Blue Bell Road, Houston, Texas 77038 Telephone: (AC) (281) 447 4560 C. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant. Name Shelley Young P.E. Title Engineer Address: 17230 Huffmeister Road; Suite A, Cypress, Texas 77429. Telephone: (AC) (281) 373-0500	Certificated sewer service area – CCN No.:	the areas
Obtain a CCN for the transferee (purchaser) – indicate if purchaser will take the seller's CCN Amend the transferee's CCN No.: Merge or consolidate public utilities Cancel CCN of the transferor (seller) 2. Proposed effective date of this transaction: 9/30/2017 (Must be at least 120 days after proper notice is provided) Part B – Current Service Provider or Seller Information (Must be at least 120 days after proper notice is provided) 3. For the current CCN holder or service provider please indicate: A. Name: Oak Hollow Utility Co. Inc. (Individual, Corporation or Other Legal Entity) ho is a(n):of Individual X Corporation WSC HOA or POA Other B. Utility Name (if different than above): Same as above Address: 1330 Blue Bell Road, Houston, Tiexas, 77038 Telephone: (AC) (281) 447,4560 C. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant. Name Shelley Young, P.E. Address: 17230 Huffmeister Road; Suite A, Cypress, Texas, 77429. Telephone: (AC) (281) 373-0500		
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Fax: (281) 373-1113	ن د	Email: syoung@	waterengineers.com
4. About the last rate increase for the system or facil transferred:	ities being		
A. What was the effective date of the last rate increase?	7/20/20	914	
B. Was notice of this increase provided to the Pu or a predecessor regulatory authority?	blic Utility Con	nmission of Texa	s (commission of PUC)
No X Yes- Application/Docket Number: 37905-5	1999	Da	te 4/28/2014 ,
5. Please provide a list of all customers affected by thi or seller utility, if any, and include the following info		•	
Name and Address of Utility Customer	Date of	Amount of	Amount of Unpaid
Pice	Deposit	Deposit	Interest on Deposit
See Attachment A		9-1	
4			
	1		
3			<u> </u>
The state of the s	 	- +	
	<u> </u>	15	
Part C – Purchaser or Tr	ansferee Info	rmation	
			1
Questions 6 through 16 refer to the transferee or properties.	purchaser.		
6. For the person or entity acquiring the facilities and/o	or CCN:		_
Applicant: Utilities Investment Co., Inc.			
(Individual, Corpo	ration, or Other	r Legal Entity)	
Utility Name: Utilities Investment Co., Inc.	ent than above)		W
Utility Address: P.O. Box 279; New Waverly, Texas 7.735			*
Centry Madi Cook		<u> </u>	
Fax: (936) 344-9838 * Email: marshwaterman@	gaol.com	Telephone (AC)	: (281) 590,4359
CCN Numbers held prior to the filing of this applica	ation: 12671,	20765, 11804, 10130	, 21045, 12932, 20874, 10118
7. Check the appropriate box and provide information applicant:	on regarding t	he legal status o	f the transferee
Home or Property Owners Association			
Partnership; attach copy of partnership ago	reement		
X Corporation; provide charter number as re		he Office of the S	Secretary of State for
Texas: 0142230500,	# W		The state of the s
Non-profit, member owned, member-co	ontrolled Coop	erative Corporat	tion (Article 1434(a)
Water Sewer Service Corporation); prov	ide charter nu	ımber:	

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Municipally-owned utility		
District (MUD, SUD, WCID, etc.) County		
Other (please explain):	a . a.	 # #

8. If the applicant is an *Individual* or sole proprietorship, provide the following information. If not, skip to the next question.

Name:	N/A	44		4.	Email 1		
Address	<u> </u>	b. 65m.				-	f _k
Telephone (AC):			The state of the s	Fax (AC):	en or man man area.	41. T 700.5	CAP SAME

9. If the applicant is other than an *Individual*, provide the following information regarding the officers or partners of the legal entity applying for the transfer. You must complete either question 8 or question 9, whichever applies to the transferee applicant.

•Name:	Shannon Marsh	Telephone (AC): (281),590:4359
Address:	P.O. Box 279, New Waverly, Texas 77358-0279,	The state of the s
Position:	President	, Ownership % (if applicable): 100.00%
, , , , , , , , , , , , , , , , , , ,	*	,
•Name:	Tracy Marsh	Telephone (AC): (281) 590-4359
Address:	P.O. Box 279; New Waverly, Texas 7,7358-0279	The state of the s
Position:	Treasurer	Ownership % (if applicable): 0.00%
	The state of the s	Trababana (ACI)
•Name:		Telephone (AC):
Address:		*
Position:	a second	Ownership % (if applicable): 0.00%
•Name:		Telephone (AC):
Address:		protephone (Ac).
		Ownership % (if applicable): 0.00%
Position:		Ownership % (ii applicable). 10,00%
•Name:	*	Telephone (AC):
Address:		The second secon
Position:		Ownership % (if applicable): 0.00%
`		u u
•Name:	There are a second as a second	Telephone (AC):
Address:	and the second s	
Position:		Ownership % (if applicable): 0.00%

Attach additional sheet(s) if necessary –

Important: • If the applicant is a for-profit corporation, please provide a copy of the corporation's "Certification of Account Status" from the State Comptroller Office. This "Certification of Account Status" can be obtained from:

Texas Comptroller of Public Accounts

P. O. Box 13528, Capitol Station Austin, Texas 78711 1-800-252-5555

• If the applicant is an Article 1434a water supply or sewer service corporation or other non-profit corporation, please provide a copy of the Articles of Incorporation and By-Laws.

See Attachment B

10. Contact person. Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney or accountant.

Name:	Shelley Young, P.E.	4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		Title:	Éngin	eer	and a second a	* * * * * * * * * * * * * * * * * * *
Address:	17230 Huffmeister Rd., S	uite A, Cypress, TX 77,	129	Telephone	(AC):	(281) 373	3- <u>0</u> 500	1 E
Fax #	(281) 373-1113	· · · · · · · · · · · · · · · · · · ·	*	Email	syour	ng@water	engineers	comi
Relations	hip to the applicant:	Engineer/Consultant	2			, ma v		

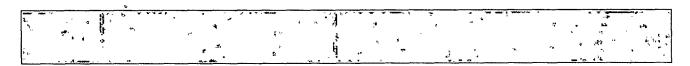
- F THERE ARE MORE THAN TWO PARTIES INVOLVED IN THIS TRANSACTION, PLEASE ATTACH SHEETS PROVIDING THE INFORMATION REQUIRED IN QUESTION 6
 THROUGH QUESTION 10 FOR EACH PARTY
- 11. Please respond to each of the following questions. Attach additional sheets if necessary.
 - A. Describe the experience and qualifications of the applicant to provide adequate utility service to the requested area

The Applicant has been in the utility business for over 20 years, owns and operates multiple other systems, owns a water and wastewater operations company, and holds a "C" groundwater operator's license and a "B" wastewater operator's license.

B. Has the applicant acquiring the CCN or facilities or an affiliated interest of the applicant been under enforcement action by the PUC, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG) or the Environmental Protection Agency (EPA) in the past for noncompliance with rules, orders'or State Statutes?

Yes X No

If yes, please attach copies of any correspondence with these regulatory agencies concerning these enforcement actions and describe any actions and efforts to comply with those requirements. Attach additional sheets if needed.



C. Describe the source and availability of funds required to make the planned or required improvements, if any, to meet minimum requirements of the TCEQ and PUC and ensure continuous and adequate service.

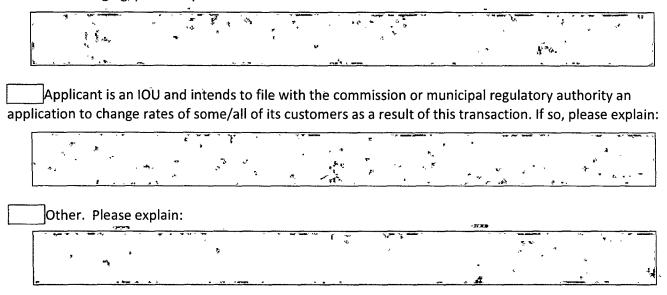
No improvements are required to meet the minimum requirements of the TCEQ and PUC.

'No chang	ges in the quality of service are anticipated.	•
	The state of the s	
E. How v	will the transaction serve the public interest?	
	rrent'utility owner wishes to exit this segment of the utility business d to own and operate the system affording the current customers a	
Please	e describe the nature of the proposed transaction:	
Applicant and the se agreemer	t proposes to purchase the water system for \$897,000. Applicant will pay \$200,00 seller will owner finance the remaining \$697,000 at 6% over 10 years. See Attachment.	Odown from cash reserves ment C for purchase
the Pl	transferee applicant is an Investor Owned Utility (IOU) and will be usually UC, please provide the following information. Water supply or sewe cal subdivisions of the state should mark this section N/A:	•
A. "	 Total Purchase Price: \$897,000,000. Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: 	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of the propo	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: Contributions in Aid of Construction: Specific surcharges approved by TCEQ or \$0.00 	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: Contributions in Aid of Construction: Specific surcharges approved by TCEQ or PUC: Revenues from explicit customer 	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: Contributions in Aid of Construction: Specific surcharges approved by TCEQ or PUC: Revenues from explicit customer agreements: 	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: Contributions in Aid of Construction:	,
A. "	 Total Original Cost (as recorded on books of seller or merging er Accumulated Depreciation as of the proposed effective date of transaction: Contributions in Aid of Construction: Specific surcharges approved by TCEQ or PUC: Revenues from explicit customer agreements: Developer Contributions (please explain): Other Contributions (please explain): 	,

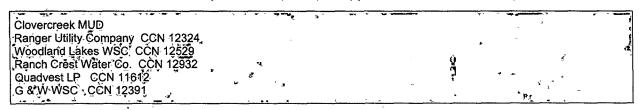
PUCT Sale Merger Transfer (Previous TCEQ Form 10516)
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	If the Original Cost or any of the above items has been established in a rate case proceeding by the PUC, the TWC or the TCEQ, please provide the Application/Docket Number and date:
	Application/Docket Number: Date:
Æ	If the applicant is not under the rate jurisdiction of the TCEQ, only the purchase price and information related to Contributions in Aid of Construction is required.
•	
4	e provide any other information concerning the nature of the transaction you believe ld be given consideration if not explained elsewhere in the application. [attach additional sheet(s) if necessary]:
4	
\$	The state of the s
С.	Complete the following proposed entries listed below as shown in books of purchasing (or surviving) company. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations. Utility Plant in Service: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
	As the purchaser, I understand that it is my responsibility in any future rate proceeding to provide written evidence and support for the original cost and installation date of all facilities used and useful for providing utility service. Purchaser's Initials: Date:
Custo X All the Some	se indicate the proposed effect of this transaction on the rates to be charged to the affected omers: customers will be charged the same rates as they were charged before the transaction. All customers will be charged different rates than they were charged before the transaction.
Puch Sale M Page 7 of 23	erger Transfer (Previous TCEQ Form 10516) 9/1/2014

If rates are changing, please explain:



15. List all neighboring water and /or sewer utilities, cities, and political subdivisions providing the same service within two (2) miles of area affected by this proposed transaction. This information should be available from the water utility database (WUD) or Applicant's licensed water operator.



16. Financial, Managerial and Technical information for the acquiring entity.

ALL FINANCIAL DATA HAS BEEN FILED CONFIDENTIALLY

PAGES 13 - 56

Part F - TCEQ Public Water or Sewer System Information

res	Please answer questions 17 through 22 on a different sheet for transferred or acquired.	each physically Distinct	system being
17.	A. For Water Systems. TCEQ Public Water System Identific	ation Number: 2 3.	7. 0, 0, 5 1
	Date of last inspection: 10/16/2014 See	Attachment D	
	B. For Wastewater Systems:		
0 3 **1	-TCEQ Discharge Permit Number: W Q -Name of Permitee: -Date of application to transfer Discharge Permit -Date of application to transfer Discharge Permit	 	
18.	A. Are any improvements required to meet TCEQ or PUC standards?	Yes No. If yes, p	lease explain:
	The state of the s		
	B. Is there a moratorium on new connections? Yes	No. If yes, please explain	:
		. N	-
	C. Provide details of each required major capital improvement TCEQ or PUC standards (attach additional sheets if necessary)		and meet the
	Description of the Required Improvement	Schedule to Complete	Estimated Cost
	NA .		
	The state of the s		
19.	Does the system being transferred operate within the city limit boundaries? Yes X No If yes, indicate the number of customers within the city limit Water Sewer Attach copy of franchise agreement or consent letter from the	s or district boundaries:	in district

PUCT Sale Merger Transfer (Previous TCEQ Form 10516)
Page 16 of 23 9/1/2014 .

				ioni anon	er source?	Yes X No	
Water Sewer	Purcha	sed on a	Regul	ar []	Seasonal	Ėmergency B	asis
							
• Source:			· • • • • • • • • • • • • • • • • • • •	%	of total supply:	0.00%	
					1		
21. List the number of exi	sting connection	s to be effect	ted by the	is transact	tion.		
Water			j.	Sewer			
-Non Metered	-2"mete	er		-Resider	itial Connection	1	
690 -5/8" or 3/4" meter	3" met	er		-Comme	ercial Connection	on È	-
-1" meter	-4" met	er		-Industri	al Connection		-
-1 1/2" meter	. Other			-Other			
Total Water Connec	tions:	690	,	Total Se	wer Connection	1S	, 0
		(KIQ)					-300
20. Has the system reached	85% of its capac	city based on	TCEO's	minimun	n requirements?	Yes X	No
If yes, please explain what st	_	•	-				
ii yes, pieuse expiain what st	ops are comp ta	Kon to addres	os the ear	outily 1550	.03.		
		TO THE THEORY		-	tited — gringergebook av	e e e e e e e e e e e e e e e e e e e	1
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Name	 	Class C Water	Class	,	Lic WG0009409	ense#	
Shannon Marsh		Class C water			www.nadonoa4fba.		
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			-			A C G	_
	<u>भ</u> क्रिकेट - क्रिकेट	5			-		
24. Attach the following m	ans with each co	opy of the an	polication				
accurately 2. A map sh i. m su ii. pi	clearly showing in is for the trans showing the pro- existing and pro- ed facilities. Fa an be located on	g affected ser fer of all or a posed service oposed facilities and so the ground. In the following elineating the posed area with proposed area is survey certification.	rvice area a portion be area boties. Color if transfing hard color propose ithin the color by: fied by a metadata (with end of a CCN oundaries or coding ea boundarier are copy maps ed service county.	being sold, transhould be used aries should be a not currently with each coparea with enougates areas should be areas should be	sferred, or merg to differentiate shown with such in a CCN or a p y of the applicat gh detail to	Attachmon F, ortion ion:
a. One small scale map area if the application b. One large scale map and, if available, the existing from propose exactness that they cof an existing CCN at a l. A general accurately 2. A map show i. most ii. most iii. propose area iii. propose area area area iii. propose area area area iii. propose area area area area area area area ar	clearly showing in is for the trans showing the proexisting and proexisting and proexisting and proexisting and proexisting and proexisting and located on the proexisting only the proexisting only the etes and bounds arveyor; or rojectable digital	g affected ser fer of all or a posed service oposed faciliticilities and so the ground. In the following elineating the posed area wing proposed area is survey certification.	rvice area a portion be area boties. Colorervice ar If transfing hard composed ithin the composed it is a composed it i	with eho of a CCN oundaries or coding ea boundaries copy maps ed service county. licensed a proposed e included	being sold, transhould be used aries should be a not currently swith each coparea with enougate areas should be areas should b	sferred, or merg to differentiate shown with such in a CCN or a p y of the applicat gh detail to	Attachmon F, ortion ion:
a. One small scale map area if the application b. One large scale map and, if available, the existing from propose exactness that they cof an existing CCN at 1. A general accurately 2. A map show i. map show ii. man are iii. propose are iii. propose iiii. propose iiiii. propose iiiii. propose iiiiii. propose iiiiii. propose iiiiiii. propose iiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiiii	clearly showing in is for the trans showing the property of a calities. Far an be located on the property locate the proposing only the petes and bounds arveyor; or fojectable digital and clearly labeled.	g affected ser fer of all or a posed service posed facilities and so the ground. In the following elineating the posed area with proposed area survey certification.	rvice area a portion be area boties. Colorervice are If transfing hard composed ithin the composed ithin the composed by a metadata (eshould be ad man-m	with eho of a CCN oundaries or coding ea bounda ferring are copy maps ed service county. licensed a proposed included hade landr	being sold, transhould be used aries should be a not currently with each coparea with enoughter areas should be areas should be areas should be areas, or	sferred, or merg to differentiate shown with such in a CCN or a p y of the applicat gh detail to	Attachmon F, ortion ion:

PUCT Sale Merger Transfer (Previous TCEQ Form 10516)
Page 17 of 23 9/1/2014

Part G Coaths and Notices

OAIH	<u>-OK SELI</u>	<u>.er or i</u>	<u>-ORN</u>	<u> 1ER S</u>	ERVIC	E PROV	/IDER
	_		- 20		7.j		

COUNTY OF Harris

, being duly sworn, file this application for sale, lease, rental or merger or consolidation as

(indicate relationship to applicant) that is, owner, member of partnership, title as officer of corporation, or other authorized representative of applicant); that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have provided to the purchaser or transferee a written disclosure statement about any contributed property as required under Section 13.301(j) and copies of any outstanding Orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, or Attorney General and have also complied with the notice requirements in Section 13.301(k) of the Texas Water Code.

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in and for the State of Texas, this day

SEAL

JUDI L. WILLIAMS
My Notary ID # 124974800
Expiree July 15, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES

7-15-20

One copy of this page must be submitted for each utility involved in this transaction.

PUCT Sale Merger Transfer (Previous TCEQ Form 10516)
Page 18 of 23 9/1/2014



OATH FOR PURCHASER OR ACQUIRING ENTITY

STATE OF

COUNTY OF	k
I, Shannon Marsh	, being duly sworn, file this application for
sale, lease, rental or merger or consolidation as	President:
representative of applicant); that, in such capacity, I am qual personally familiar with the documents filed with this application; and, that all such statements made and matter	ation, and have complied with all the requirements contained in ters set forth therein with respect to applicant are true and lation and belief. I further state that the application is made in
I am also authorized and do agree to be bound by and compl	
	s or the Attorney General which have been issued to the system
or facilities being acquired and recognize that I will be subjected not comply.	t to administrative penalties or other enforcement actions if I
	8
	AFFIANT
`	(Utility's Authorized Representative)
If the Affiant to this form is any person other than the sole o Power of Attorney must be enclosed.	wner, partner, officer of the Applicant, or its attorney, a properly verified
Applicant represents that all other parties to this transaction	have been furnished copies of this completed application.
SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public in day of April 20	and for the State of Texas, this
	Danie Blur
	NOTARY PUBLIC IN AND FOR THE
DANA M. BLAIR My Notary ID # 128931432	STATE OF TEXAS
Expires March 23, 2020	Dana-Bluir
	PRINT OR TYPE NAME OF NOTARY

MY COMMISSION EXPIRES

One copy of this page must be submitted for each utility involved in this transaction.

13/23/20207

Docket No.		
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NOTICE TO CURRENT CUSTOMERS, NEIGHBORING SYSTEMS AND CITIES

OAK HOLLOW UTILITY COMPANY, INC.'S NOTICE OF INTENT TO SEE FACILITIES AND TRANSFER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN) NO. 12154

TO UTILITIES INVESTMENT COMPANY, INC. IN WALLER COUNTY, TEXAS

To:	Date Notice Mailed:
, 6	, -,
,	
with the Public Utility Commission of	ue Bell, Houston, Texas 77038, has submitted an application of Texas to sell facilities and transfer water CCN No. 12154 in at Company, Inc., P.O. Box 279, New Waverly, Texas 77358-
	s approved by the Commission (V.T.C.A., Water Code ansfer of the CCN include the following subdivision:
Oak Hollow Subdivision	

The area subject to this transaction is located approximately 4 miles southwest of downtown Magnolia, Texas in Waller County and is **generally** bounded on the north by FM 1488; on the east by the Waller County/Montgomery County line; on the south by Pine Valley Drive; and on the west by Rice Road.

The total area being requested includes approximately <u>1050.5</u> acres and <u>690</u> current customers.

This transaction will have the following effect on the current customer's rates and services: There will be no change in rates or services.

Affected persons may file written protests and/or request within 30 days of this notice. To request a hearing, you must

- (1) state your name, mailing address, and daytime telephone number;
- (2) state the applicant's name, application number or another recognizable reference to this application;
- (3) include the statement, "I/we request a public hearing";
- (4) write a brief description of how you, the persons you represent, or the public interest would be adversely affected by the proposed transaction and transfer of the CCN; and
- (5) state your proposed adjustment to the application or CCN which would satisfy your concerns and cause you to withdraw your request for a hearing.

Only those persons who submit a written request to be notified of a hearing will receive notice if a hearing is scheduled. The Commission will issue the CCN requested in the referenced application unless a hearing is scheduled to consider the transaction. If no protests or requests for hearing are filed during the comment period, the Commission may issue the CCN 30 days after publication of this notice.

Persons who wish to protest or request a hearing on this application should write the:

Filing Clerk

Public Utility Commission of Texas 1701 North Congress Avenue

P.O. Box 13326

Austin, Texas 78711-3326

Si desea informacion en Espanol, puede llamar al 1–888-782-8477

Shannon Marsh	
Utility Representative	-

<u>Utilities Investment Company, Inc.</u>
Utility Name

ATTACHMENT "A" LIST OF CUSTOMERS HOLDING DEPOSITS

UTILITIES INVESTMENT COMPANY, INC.

***** CLOSEOUT REFORT (AFTER CALCULATE)	(AFTER CALCULATE) ****		*				
Account	Name	Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
1 - 1 - 0 - 0 - 0 - 0 - 0	NHOL NORMAHGAHO	50.00	0.00	00.0	0.00	0.00	50.00
1-18-01002-03	LYNCH, NATALIE	20.00	0.00	0.00	0.00	0.00	50.00
1-18-01003-05	EAGLE PROUD INVESTMENTS	20.00	0.00	0.00	90.0		000
1-18-01004-01	HILL, ERNEST	00.00	90.0	00.0	00.0	00.0	20.00
1-18-01005-04		00,00	00.0	00.0	0.00	00.00	50.00
1-18-01006-02	HUNT, GEORGE	000	000	0.00	00.0	00.0	50.00
1-18-0100/-02	HONDE DABOTE	50.05	00.0	0.00	0.00	0.00	50.00
00-00-01-T		50.00	0.00	00.0	0.00	0.00	50.00
1-18-01010-05	LAVIN. JEANETTE	50.00	00.0	0.00	0.00	0.00	00.00
1-18-01011-03	ESQUIVEL, MELINDA	20.00	0.00	0.00	0.00	00.0	00.00
1-18-01012-03	PALMA, GENEVA	50.00	0.00	0.00	90.0		00.05
1-18-01013-01	CHANDLER, GENE	50.00	00.0		00.0	00.0	50.00
1-18-01016-01	KROTZER, WANDA	50.00		00.0	00.0	00.00	50.00
1-18-01018-03	TORRES, RICHARD	00.00	00.0	00.0	0.00	00.0	20.00
1-18-01020-00	ABLIERY, KAMDI TARESTER C. THOMAS. P.	20.00	00.0	0.00	0.00	0.00	50.00
1-18-01021-02	LAWSON, CHRIS	50.00	00.0	00.0	0.00	0.00	50.00
1-18-01023-01	PENNINGTON, MAXINE	50.00	0.00	0.00	0.00	00.0	00.00
1-18-01026-00	MURPHY, MICHAEL	50.00:	0.00	0.00	00.0	00.0	00.00
1-18-01027-01	ALMQUIST, PATRICIA	50.00	0.00	00.0	0.0	000	20.00
1-18-01029-00	HEISKELL, SONDRA	50.00	0.00	00.0	0000	00.0	50.00
1-18-01031-04	YBARRA, PORFIRIO	00.04	00.0	00.0	00.0	0.00	50.00
1-18-01101-00	PAUL, JEFF	00.00	00-0	00.0	0.00	00.00	50.00
1-18-01106-02	MOODACKEN DAVID	20.05	00.0	00.00	00.00	0.00	50.00
1-18-02004-01	KENT. HAROLD	50.00	0.00	00.0	0.00	0.00	50.00
1-18-02005-05	JONES, JESSICA	0.00	00.00	00.0	0.00	00.0	00.0
1-18-02005-06	WRIGHT, MATTHEW	50.00	00.0	00.0	9.0	200	00.02
1-18-02006-02	ELY, QUENTIN	50.00	00.0	00.0	00.0	00.0	20.00
1-18-02007-01		50.00		00:0	00.0	0.00	50.00
1-18-02009-01	REARDEAN, ELLZABETH B.	00.08	00.0	00.0	0.00	00.0	50.00
1-18-02010-00	MERCHA, SAMOED	000	00.0	0.00	00.0	00.0	50.00
1-18-02012-00	LEWIS FORCE	00.05	00.00	00.0	00.0	0.00	50.00
1-18-02014-02		00.05	00.0	00.0	0.00	0.00	50.00
1-18-02023-03	HOKANSON, MARK	50.00	00.0	0.00	0.00	00.00	20.00
1-18-03001-02	LAPORT, ROBERT	20.00	00.0	00.0) (000	00.02
1-18-03002-00	BARKLEY, KEVIN A.	50.00	0.00	00.0	900	00.0	00.00
1-18-03003-00	POWERS, JOHN	50.00	0.00	900	000	00.0	50.00
1-18-03004-01	PALMA, MARIA	50.00		000	00.0		20.00
1-18-03005-02		50.00		00.0	00.00	0.00	50.00
1-18-03006-07	ROBERTS-HADLET, CANET	00.00	0000	00.0	00.0	00.0	20.00
T - T8 - 02003 - T	WAY ITOYN	00.05	0.00	00.0	00.00	00.00	00.00
1-18-03010-01	PURDY, BILL	50.00	00.0	0.00	0.00	00.0	90.09
1-18-03012-00	GEIMAN, JOSEPH	50.00	0.00	00.0	00.0	00.0	00.00
1-18-03014-04	DROBINA, EUNICE	50.00	00.0	00.0	00.0		20.00
1-18-03015-01	PACOVSKY, ROBERT	20.00	00.00	00.0	00.0	00.0	20.00
1-18-03016-00	VIDRINE, MARTHA	50.00	00.0	00.0	٥.	00.0	20:00

	* * * *
:	CALCULATE) ****
O 71177770 M	(AFTER
TTTO MO	REPORT (
OAK HOLLO	* CLOSEOUT
7	***

Ending Total		50.00
This Month Addition		. 00.0
Adjustments		00.0
Refund Security Deposit		00.0
Bill This Month		000.0
Last Month Total	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	50.00
Name	BROWN, ANGELIA NICHOLSON, CHRIS CROWDER, DAVID SMITH, GABRIELLE SCHWEITER, SHEEL HINE, KRISTINE PRATER, SHEEL HINE, KRISTINE SCHWEITGER, KENNETH ALBERTY, CATHY STELLAR, JOEL MIXUS, ALVIN WHITTEN, MICHAEL CHUDOMELKA, JOHN KASPER, CLIFTON DICUS, RODNEY BURCH, ALLEN JOERS, ALONE SARABIA, JOSE SARABIA, JOSE SARABIA, JOSE BRUNET, KENT SARABIA, JOSE SARABIA, JOSE BRUNET, KENT SARABIA, JOSE SARABIA, JOSE BRUNET, KENT SARABIA, JOSE BRUNET, KENT SARABIA, JOSE BRUNET, KENT SARABIA, JOSE SARABIA, JOSE THOMAS, PASCIL CAMPBELL, LARRY KADLEC, VALERIA COLEMAN, CRAD DERON, MARC ADAMS, PASCIL THOMAS, JOHN MILLER, VICKIE TOMCHESON, DEBBIE THOMAS, JOHN THOMAS, JOHN THOMAS, JOHN THOMAS, JOHN THOMAS, JOHN ALFORD, KEVIN SALABA, RODOLFO SCATES, SARA MIELER, WESLER WHEELER, WESLER WHEELER, WESLER WHEELER, WESLER WHEELER, WESLER BRUNER, JENNIFER BRUNER, JENNIFER BRUNER, JENNIFER	SHILLINGS, JUSTIN TOWNSEND, MARK
Account	1-18-03019-04 1-18-03019-04 1-18-03019-04 1-18-03020-02 1-18-03020-02 1-18-03024-02 1-18-03024-02 1-18-03024-02 1-18-03024-02 1-18-04004-03 1-18-04004-03 1-18-04004-03 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-04018-09 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00 1-18-05018-00	1 -18-05023-02 1 -18-05024-00

DEPOSIT LISTING

10 OAK HOLLOW UTILITY, CO.

Account	Name , ,	Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
1-18-05025-00		50.00	0.00	0.00	00.0	00.0	50.00
1-18-05028-00	BAKER, HARRY,	50.00	00.0	00.0	,	00:0	50.00
1-18-06002-02	MARTIN, LYNEITE	00.00		86.0	00.00	00.0	50.00
1-18-06003-02	MANUAL PS, DAVID	00.08		00.0	00.0	0.00	50.00
1-18-06005-01	MAIKINS, VIVIAN	00.00	00:0	00.0	0.00	00.0	50.00
1-18-05005-02	DONDY OTHER MARTIN	00.01	00-0	00.0	0.00	00.0	50.00
1-18-0007-02.	ACUALIGOES, MAKILIA			00.0	0.00	00.00	00.0
1-18-06009-03	ARNET, ARESIT	00.08	00:0	00.0	0.00	*00:0	50.00
1-18-09009-C		00.04	00.0	0.00	0.00	00.00	50.00
1-18-06013-01		00.00	00:0	00-0	00.00	00.0	50.00
1-18-06015-03		00.05		20.0	00.00	00.0	50,00
1-18-06016-02		00.00	900		000	00.00	50.
1-18-06018-03	SPAUGH, ASHLEY	20.06	00.0	000			i.
1-18-06019-06		20.00	00.0	00.0			ם כ
1-18-06020-00	HOGAN, TERAH	20.00	00.0	0.00	20.0		1
1-18-06021-01	DUONG, MAU	20.00	00.0	0.00) () ()	00.0	0.00
1-18-06022-02	PINHEIRO, JOHN	20.00	00.0	00.0	0.00	00.0	9 6
1-18-06023-03	GARCIA, RAUL	50.00	00.00	0.00	0.00	00.0	50.00
* 00 00 00 01 1	MARK MARK	35.00	0.00	0.00	00.0	00.0	35.
00 F10000 01 1	TITA OF TARE STATEMENT	50 05	00.0	00.0	00.0	00.0	20
T. T8-00026-03	CONTROL DANA	50.05	00.0	0.00	0.00	00.0	.05
T-18-09071-T	diametry Dans	00.01	00 0	00.00	0.00	00.00	50.
1-18-06028-06	DEFFENDALD, SEANS	00.00	000	00.0	00.0	00.0	50.00
T-T8-06030-03	THE TANK	50.05	00.0	0.00	0.00	00.00	50.
1-18-0502 51	TIPTON, OFFICE	000	00.0	0.00	0.00	0.00	50.
1-18-05032-04	MITCHELL, ROBERT	00.00		00.0	0.00	00.00	35.00
1-18-06034-00	ALLEIN, A C	00.00		0.00	0.00	0.00	50.
1-18-06035-04	GARCIA, MAKLA	00.00		00.0	00.00	0.00	50.00
T8-06036-05	SIEVENS, DEORME	000		000	00.0	00.00	50.
1-18-06037-03		00.00			00.0	0.00	50
1-18-06038-01	POSEY, TRACEY	00.00		000	00.0	00.00	50.00
1-18-06039-09	CARRILLO, FREDY	00.00				00.0	6
1-18-06040-08	HERRERA, JAVIER	20.00	90.0			00.0	T.
1-18-06042-00	SCHOSEK, JEFFREY	50.00	00.0	0.0		000	00.05
1-18-06045-05	SHANKS, AUBREY	50.00	00.0	00.0		000	u u
1-18-07001-01	CARON, CHRIS	20.00	00.00	00.0		000	
1-18-07002-01	DUIF, ANNE E.	20.00	0.00	00.0			
1-18-07004-04	HOLCOMB, LU ANN	20.00	0.00	00.0			9 6
1-18-07006-02	SULLIVAN, BARBARA	50.00	00.0	00.0	0.00		5 6
1-18-07007-02	PORTLOCK, BRIAN	20.00	00.00	0.00	0.00	00.0	90.00
1-18-07009-01	BULLA, KEVIN	20.00	0.00	0.00	00.00		9 6
1-18-07011-01	LEE, MISTI	50.00	0.00	0.00	00.0		0 0
1-18-07012-02	SMITH, CHRISTINA	20.00	00.0	0.00	00.00	00.0	0 0
1-18-07014-01	SCHMITT, JUDITH A	20.00	00.0	0.00	00.0	00.0	0 0
1-18-07016-04	BOGART, JAMES	20.00	00.0	00.0	0.00	-00.0 00.0	
1-18-07018-01	JONES, DEBRA	20.00	0.00	0.00	0.00		00.00
1-18-07019-00	STEVENS, MARLA	20.00	00.0	0.00	00.0	00.0	*
1-18-07021-02	HAILEY, KIMBERLY	20.00	0.00	00.0	0.00	0.00	50.00
1-18-07022-02	BARTHEL, CHRISTINE	20.00	00.0	00.0	0.00	00.0	00.00
1-18-07026-04	LOZANO. JOSE	20.00	00.0	0.00	00.0	00.0	50.00
1-10-07027-03	CALLED ACTOR OF THE PERSON OF	000	60	000	50 0	00.00	c
	CONTRACTOR OF THE PROPERTY OF	20.00	20.0		,		1

***** CLOSEOUT REPORT (AFTER CALCULATE)	(AFTER CALCULATE) ****		į	0. 6.1111	;	This Month	
Account	Name	Last Month Total	This Month	Security Deposit	Adjustments	Addition	Ending Total
1-18-07029-01	GOMEZ, ANA	50.00	00.0	00.0	00-0	0.00	50.00
1-18-07030-08	WOOD, LISA	00.00	00.0	00.0	00.0	00.00	50.00
1-18-0/031-03	CUNNINGHAM, BLAKE	50.00	0.00	00.0	0.00	00.0	50.00
1-18-07033-03	CRAWFORD, MICHAEL	50.00	0.00	20.0	00.0	00.0	20.00
1-18-07035-01	STEADMAN, KYLE	00.00	00:0	00.0	00.0	0.00	50.00
1-18-080-1-1 1-18-08003-06	MARCHEL UTCHOR	20:05	00.0	00.0	00.0	0.00	50.00
1-18-08004-00	WAGNER, RICHARD	35.00	00.00	0.00	i	00.0	35.00
1-18-08005-05	PAYNE, ALICIA	20.00	0.00	0.00	00.0	, 0	00.00
1-18-08006-00	MARTINEZ, AGAPITO	20.00	0.00	00.00	00.0	? ?	50.00
1-18-08007-00	MELTON, RONALD	50.00	00.0	00.0	0.00	00.00	50.00
00-60060-T-T	BRIGHT JR. W O	50.00	0.00	00.0	0.00	00.0	50.00
1-18-08011-01	RANGEL, ADRIANA	20.00	0.00	0.00	000	00.0	00.00
1-18-08012-09	CHANCE, BRANDI	00.00	00.0	00.0	0000	00.0	50.00
1-18-08013-03	BURDICK, SANDKA	50.00	00.0	00.0	00.0	0.00	50.00
1-18-08018-03	HERNANDEZ, PABLO	50.00	0.00	0,00	00.0	0.00	50.00
1-18-08016-02	EDGAR, THOMAS	50.00	0.00	0.00	00.0	99.0	00.00
1-18-08018-07	BENIGNUS, BRIAN	. 50.00	00.0	00.0	00.0	0.00	50.00
1-18-08021-01	HEY, CHARLES	50.00	,	00.0		0.00	50.00
1-18-08023-02	SCHROEDER, ANGELA	00.05	00.0	0.00	0.00	0.00	20.00
1-18-08024-04	ZUEHLKE, KARI	50.00	0.00	00.00	0.00	0.00	50.00
1-18-08025-02	THOMPSON, VELLA	20.00	0.00		00.0	00.0	50.00
1-18-08028-01	CLAYTON, TROY	50.00	00.0	3000	00.0	00:0	00.0
1-18-08029-00	EDWARDS, JEFFERY	00.0	00.0	00.0	00.0	00.0	50.00
1-18-08030-01	HUOZEK, ALBERTA	50.00	00.0	0.00	00.0	0.00	20.00
1-18-08031-01	MORRIS, RANDY & ELY	50.00	0.00	0.00	0.00	0.00	50.00
1-18-08036-02	WOODS, THOMAS	50.00	0.00	00.0	00.0	0	20.00
1-18-08037-02	JOHNSON, ROSALYN	20.00	0.00		00.0	00.0	20.00
1-18-08038-02	RONNIE DESTREE H.	50.00	00.0	0.00	00.0	0.00	50.00
1-18-08041-01	Lilly, Vernon	50.00	00.0	0.00	0.00	00.00	20.00
1-18-08043-03	BROOKS, LACRISSA	0.00	00.0	00.0		00:0	20.05
1-18-08043-04	FIGUERSON, JOSHUA	00.05	00.0	00.0	00,0	00.0	50.00
1-18-09001-06	DUMEIMISH, HOLLI MADEOGET CODEV	00.05	0000	00.0	00.0	00.00	20.00
1-18-03001-07	CALAME, CYNTHIA	50.00	0.00	0.00	0.0	0.00	50.00
1-18-09003-01	REJUEK, LENA	50.00	0.00	0.00	20.00	00.0	00.00
1-18-09004-01		50.00	0.00	00.0		00.0	50.00
1-18-09005-02	GARCEAU, KEVIN	00.00	000	00.0	0.	00.00	50.00
1-18-03008-01 1-18-03008-05	HOLUB, ROBERT	. 50.00	0.00	0.00	ė,	00.0	20.00
1-18-09010-00	WHEELER, RICHARD	20.00	0.00	0.00	90.0		20.00
1-18-09011-00	WHEELER, RICHARD	00.00	0.00	00.0	00.0	0.00	50.00
1-18-09012-00	MELENSKY, JEFFREY	50.00	00.0	00.00	0.0	0.00	50.00
1-18-03013-03	GRESSETT, TROY	50.00	00.0	00.0	00.0	00.0	20.00

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DEPOSIT LISTING

10 OAK HOLLOW UTILITY, CO.

***** CLOSEOUT REPORT	***** CLOSEOUT REPORT (AFTER CALCULATE) *****						
. Account	Nате	Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
1-18-09016-01	REJORK, MICHELLE	50.00	0.00	00.0	00.0	0.00	50.00
1-18-09018-02		50.00	00.0	00.0	0.00		50.00
1-18-09019-02	GERBER, RICHARD	50.00	00.00	00.0	60.0	00.0	50:00
1-18-09021-01	MESSER, JOEY	20.00	000	00.00	00.0	0.00	50.00
1-18-09023-01		50.00	00.0	00.0	0.00	0.00	50.00
1-18-09026-05	MURRAY, KENNETH	20.00	00.0	/ 00.0	0.00	00.0	50.00
1-18-09027-01	KRETZSCHMAR, SHAWN	50.00	0.00	0.00	20.0	000	00.00 00.00
1-18-09029-01	SCHAUMAN, MARGARET	50.00	00.0	20.0		00.0	20:00
1-18-09032-01	ALTIMORE, PAMELA	50.00			00.0	0.00	50.00
1-18-09033-01	COATS, TODD D	50.00	00.0	00.0	0.00	00.0	-00'05
1.10.00035.1	MERCER, KEVIN	50.00	0.00	00.0	00.0	0.00	50.00
1-18-09035-02	PITTS, TARRA	00.00	00.00	0.00	0.00	0.00	0.00
1-18-09036-01	POWELL, ROBERT	20.00	0.00	00.0	00.0		, c
1-18-09037-00	EDWARDS, JEFF	50.00	00.0	00.0	00.0	00.0	50.00
1-18-09038-02	CAVE, JAMES	00.00	,		00.0	00.0	50.00
1-18-09039-01	CASCADA DANTEL	00.00	,	00.0	00.0	0.00	50.00
1-10-030#0-01	KING RICHARD	20:00	0000	0.00	00.0	00.0	20.00
1-18-10003-03	OTTEWELL, SHERRY	50.00	00.0		00.0	0.00	50.00
1-18-10004-00	ZIBILSKI, CAROLYN	50.00	00.00	0.00	0.00	00.0	50.00
1-18-10006-03	CHERUBIN, CHARNAINE	20.00	0.00	00.0	0.0	000	0.00
1-18-10008-05	JANTZEN, CHARITY	50.00	0.00		20.0		50.00
1-18-10009-03	KOCH, MICHAEL	50.00	0	00.0	0000	0.00	50.00
1-18-10010-02	BREAUA, SUCANINE		0000	00.0	0.00	00.0	50.00
1-18-10011-01 1-18-10013-01	MASTERS. DAVID'	50.00	00.0	.00.0	00.0	0.00	50.00
1-18-10015-02	ROSA, MEGAN	50.00	00.0	00.0	0.00	0.00	50.00
1-18-10017-05	PASCHALL, LESLEY	20.00	0.00	00.00	00.0	00.00	50.00
1-18-10019-02	NOBLES, JOSHUA	50.00	0.00	00.0		00.0	50.00
1-18-10024-01	ANDREATTA, FRED	50.00	00.0		0000	00.0	50.00
1-18-10027-05;	DOMN, CASOM	00.02	00.0	00.0	00.00	00.0	20.00
1 - 18 - 10020 - 01 1 - 10 - 10020 - 01	LASATED TOM	50.00	00.0	0.00	00.00	00.0	50.00
1-18-10031-00	KOTHERA. KANEL	50.00	00.0	00.00	00.0	0.00	50.00
1-18-10036-00		50.00	00.0	00.0	0.00	0.00	20.00
1-18-10037-01	HERRERA, URSULA J.	50.00	0.0	0.00	00.0		00.05
1-18-10038-01	DEMERY, ROBERT SR.	50.00	0.00	20.0			50.00
1-18-10040-01	MILLER, DENISE	50.00	00.0			0.00	20.00
1-18-10041-01	RUEHLE, MICHAEL	00.05	000	00-0	00.0	0.00	0.00
1-18-11004-00	MAKIBULE ROMES	50.00	0000	00.0	00.0	00.0	50.00
10-40011-01-1	ERWIN, AMY	50.00	00.00	0.00	00.0	0.00	20.00
1-18-11010-01	WISE, DOUG	50.00	٥.	0.0	0.00	00,0	50.09
1-18-11011-01	ELLENBAAS, JILL	50.00	0.00	0.0	00.0	30.0	00.00
1-18-11013-00	HERNANDEZ,, ERNESTO	50.00	0.00	00.0			50.00
1-18-11014-02	GILPIN, BRIAN	50.00	ې د		0000	00.0	50.00
1-18-11016-02	MAKSHALL, WESLEY THOMAS SOMMER	20.00	00.0	0.00	00.0	00.00	50.00
1-18-1101/-02	WATSON, JAMES	50.00		00.0	00.0	00.0	20.00

DEPOSIT LISTING

10 OAK HOLLOW UTILITY, CO.

**** CLOSEOUT REPORT	***** CLOSEOUT REPORT (AFTER CALCULATE) ****	Last Month	Bill	Refund	0 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	This Month	արժյոզ 10tel
Account	Мате	Total	This Month	Security Deposit	Adjustments	Wantalan	
1-18-12001-01	WILSON, ELAINE	50.00	0.00	0.00	0.00	00.0	50.00
1-18-12002-03	CHAPPELL, GARY	00.00	00.0	00.0	00.0	00.0	50.00
1-18-12003-01	CHARI	30.00	00.0	0.00	0.00	0.00	50.00
1-18-12006-00	JONES, ROBERT	20.00	0.00	0.00	0.00	00.0	20.00
1-18-12007-00	SANDERS', JOHN	50.00	0.00	0.00			00.00
1-18-12011-08	JESSICA	50.00	00.0	00.0	00.0	00.0	50.00
1-18-12016-00	THOMPSON, GEORGIA F	00.00	00.0	00.0	00.0	00.0	50.00
1-27-01000-00	Words ball.	50:05	00:00	00.0	00.00	00.00	50.00
1-27-01001-00 1-27-01002-04	CONTES. K. SHANE	20:02	00.0	0.00	00.0	٥.	50.00
1-27-01003-00	ASWELL, DEAN	20.00	0.00	0.00	0.00	00.00	20.00
1-27-01004-00	HOWARD, ANDREE	50.00	0.00	00.0	00.0	٠,	20.00
1-27-01005-00	BASSE, ANDREE	50.00	00.0	00.0	00.0	0.00	50.00
1-27-01006-02	LOTIT PALMER, DONNA	00.00	0000	00.0	00.0	0.00	50.00
00-01010-72-1	ITERANT 1.1SA	00.00	00.0	0.00	00.00	00.0	00.00
1-27-01011-01	WOODARD, JULIE	50.00	0.00	00.0	0.00	0.00	50.00
1-27-01012-02	MAY, ROBERT	50.00	00.00	0.00	0.00	00.0	00.00
1-27-01013-00		50.00	0.00	0.00	0.00	00.0	00.00
1-27-01014-02	WILLIAMS, CHRIS	50.00	0.00	0.00	90.0		000
1-27-01015-03	MARTIN, THEODORE	50.00	00.0			0000	50.00
1-27-01016-00	BOLTON, CHARLES	00.00		00.0	00.0	00.0	50.00
1-27-01017-01	CLEVELAND, BRIAN	00.08	00.0	00.00	00.0	0.00	60.00
1-27-01018-00	MARKET LISA	50.00	00.0	0.00	00.0	00.0	20.00
1-27-01020-02	ALLDER, WILLIAM	50.00	00.0	00.0	00.0	0.00	50.00
1-27-01022-01		20.00	00.0	0.00	0.00	200.0	00.00
1-27-01023-00	STILINER, RAYMOND	50.00	0.00	0.00	900		00.00
1-27-01024-03	LUNA, GENNY	20.00			00:0	0000	50.00
1-27-01025-02	BRUMLEY, JOANN	50.00	00.0	00.0	0.00	00.00	. 50.00
1-27-010-27-1	DITHON, AARON	20.00	00.0	0.00	00.0	00.0	50.00
1-27-01028-00	KANYO, OLIVER	50.00	00.0	0.00	0.00	00.0	50.00
1-27-01029-00	KARISCH, CODY	50.00	0.00	0.00	0.00	90.0	00.00
1-27-01030-02	SCHULTZ, HARVEY	50.00	00.0		000	00-0	50.00
1-27-01104-01	SAVOIE, LAURA	00.00	000	00.0	00.0	00.0	50.00
1-27-01113-04	HERRERA, ANA MAKIA MOSIEY ROV I.	20.00	00.0	0.00	0.00	00.0	50.00
1-28-01001-07	WEST, DAPHNE	50.00	00.0	0.00	00.0	0.00	00.001
1-28-01002-02	AMES, SHARON LEA	50.00	00.0	0.00	0.00	00.0	90.00
1-28-01003-01	TURNER, GARY W.	50.00	0.00	00.0	000	00.0	00.00
1-28-01004-03		50.00	00.0	00.0	• c	2 0	50.05
1-28-01005-01	TAYLOR, TRACEY	20.00	000	00.0	00.0	00.0	20.00
1-28-01006-06	POGENE POGENS FRANK	20.00	00.0	00.0	00.0	0.00	50.00
1-28-01009-02	HAYSLIP, EMILY	50.00	0.00	00.0	0.00	0.00	50.00
1-28-01010-00	SOETAERT, STEPHEN	20.00	00.0	0.00	0.00	00.0	00.00
1-28-01012-01	BARNES, JOHN P	50.00	00.0	00.0		00.0	20.02
1-28-01014-01	KELLER, DARLENE	20.00	00.0	00.0	0000	00.0	50.00
T - 78 - 0700 T - 04	ALCANIAGA, COMO	0					ě.

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Account	Name	Total	·This Month	Security Deposit	Adjustments	Addicion	resor Surpre	
1-28-02002-03	YARTER, LOIS	50.00	00.0	0.00	00.00	0.00	50.00	
-28-02003-04	TAYLOR, JASON	00.00	0.00	00.0	0.00	00.0	00.00	
-28-02004-03	FINK, DEAN	50.00	00.00	0.00	0.00		50.00	
-28-02005-02	FISH, DANIEL.	30.00		00.0	000	0.00	20.00 €	
-28-02006-02	PROOF TINE	00.00	00.0	00.0	00.0	00.0	50.00	
-28-02008-00	STANGARONE, TODD	50.00	0.00	0.00	0.00	0.00	20.00	
-28-02009-00	CHAMBERS, KIP	50.00	00.0	0.00	00.0	00.0	00.00	
-28-02010-00	THURSTON, CHRISTY	50.00	0.00	,		00.0	20.00	
-28-02011-02	DEMURA, ARLENE	50.00	0.00	00.0	00.0	00.0	50.00	
-28-02012-01	MILLER, CLIFTON	90.00		00.0	00.0	0.00	50.00	٤
-28-02013-00	MAKSHALL, THOMAS KESHERSON, DATETCIA	20.00	00.0	00.0	00.0	0.00	20.00	
-28-02014-00 -28-02015-02	ARTIGA. ANGELA	50.00	0.00	00.0	00.00	0.00	20.00	
-28-02016-06	'BISCEGLIA, ROBERT	20.00	00.0	0.00	0.00	000	20.00	
-28-02017-01	ENGLAND, DAYLE (EMP)	50.00	00:0	0.00	90.0	00.0	20.02	
-28-02018-01	LEAGO, JEFFERY	50.00	0.00	00.0		00.0	50.00	
-28-02019-01	OTTEWELL, SHERRY	50.00	00.00	00.0		00.0	50.00	
-28-02021-00	PHILLIPS, DANNY	00.00		00.0	00.0	00.0	50.00	
-28-02022-02	SEAWKIGHT, LONNIE	00.06	00.00	00.0	00.00	0.00	20.00	
10-52020-82-	WALSHAW KEVIN	20.00	00.0	00.0	00.0	0.00	80.00	
-28-02024-03	ROGERS, CRYSTAL	50.00	00.00	00.0	0.00	0.00	50.00	
-28-02026-00	HODGKINS, CAMERON	50.00	0.00	0.00	00.00	700.0	50.00	
-28-02027-09	LAWSON, TERRY	50.00	0.00	00.0	00.0	00.0	50.00	
-28-02028-05	ONDRUSEK, JUDY	50.00	00.0	00.0	00.0	00.0	50.00	
-28-02029-02	NUNEZ, JOSE	00.05		00:00	00.0	0.00	20,00	
-28-02030-03	DODDD WINIT	00.01	00.0	00.0	00.0	00.0	20.00	
-28-02031-02 -28-02031-02	HOLMAN, SHANE	50.00	00.0	00.0	0.00	0.00	50.00	
-26-020-02- -28-020-34-00	HOLMAN. RONALD	50.00	0.00	00.0	0.00	0.00	50.00	
-28-02034-06	FONTENOT, BRANDON	00.0	0.00	0.00	0.00	000	00.00	
-28-02034-07	DOBRINEN, KATHERINE	50.00	0.00	00.0		00.0	50.05	
-28-02035-01	RAMIREZ, FRANCISCO	50.00	00.0		000	00.0	50.00	
-29-01002-02	LATHAM, ELAINE	50.00	00.0	00:0	00.0	00.0	50.00	
-29-01003-01	GAGE, TANJA	00.00	000	00.0	0.00	0.00	20.00	
-29-U1004-U9	WORNDRY DECED A	00:01	00.0	00.00	0.00	00.0	50.00	
00-500T0-67-	HILLIADD VICKIE	20.00	00.0	0.00	00.0	0.00	20.00	
-29-01006-00	LAROCHE THESDAY	50.00	0.00	00.0	00.00	0.00	50.00	
10-10010-62-	BLACK DONALD	50.00	0.00	00.0	0.00	0.00	50:00	
-29-01009-00	STEPHENS, MARY ANN	50.00	0.00	0.00	0.00	00.0	20.00	
-29-01010-03	DELLOS, JENNIFER	20.00	0.00	0.00	00.0	00.0	20.00	
-29-01011-07	URENO, ANGELICA	50.00	0.00	00.00		00.0	00.05	
-29-01012-03	APOSTOLO, STANLEY	20.00	0.0	00.0	00.0	00.0	20.00	
-29-01013-04	COOLET, MAKIANNE	00.05	00.0	00.0	0.00	00.00	20.00	
-29-01014-02	MONGE, KAREN	50.00	0.00	00.0	0.00	0.00	50.00	
-29-02002-00	BARRANCO, SARAH	20.00	0.00	0.00	0.00	00.00	20.00	
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**** CLOSEOUT REPORT (AFTER CALCULATE)	(AFTER CALCULATE) ****	Last Month	Bill	Refund		This Month	in the second se
Account	* Name	Total	, This Month	Security Deposit	Adjustments	Addicion	٠!
1-29-02004-01	REINEKE, STEPHANIE	20.00	0.00	0.00	00.0	0.00	50.00
1-29-02005-02	RIDSON, JOSEPH	50.00	00.0	00.0	00.0	00.0	00.00
1-29-02006-03	GOODSON, KATHY	50.00 50.00	0000	1 00.0		00.00	50.00
1.29-0200-12-1	WATSON MICHELLE	20.08	0,00	00.00	00.00	0.00	50.00
1-29-02009-00	SIEBERT, RICHARD	20.00	00.00	0.00	0.00	00.00	50.00
1-29-02010-00	NADOLNY, MICHEAL	50.00	0.0	00.0	90.0	00.0	20.00
1-29-02011-02	CLINE, JOHNNY	20.00	0.0	00.0	000	00.0	30.00
1-29-02012-05	VILLARUEL, RODNEY	50.00	00.0	00.0	00.0	0.00	50.00
1-29-02013-04		00.00		00.0	0.00	0.00	50.00
1-29-02014-04	CROWNIEST DOIN	00.00	00:0	00.0	00.0	00.00	20.00
1 - 20 - 20 - 20 - 21 - 21 - 20 - 20 - 2	SZYMANSKI, LYMAN	50.00	0.00	00.00	00.00	0.00	20.00
1-29-03001-00	CORTEZ, JAIME	20.00	00.00	0.00	0.00	00.0	50,00
1-29-03002-01	WOMACK, WILLIAM	20.00	0.00	0.00	00.0	000	0000
1-29-03003-06	JOHNSON, JERRY	50.00	00.00	00.0		00.0	00.00
1-29-03004-00	STOLIMAN, KENNETH	50.00	00.0		00.0	00.0	50.00
1-29-03005-01	WOMACK, M. SUSAN	20.00		00:0	00.0	0.00	50.00
1-29-03006-01	COGSDIL, DEBBIE	00.00		00.0		00.00	00.00
1~29~03007~02	TREOC, ALBOANDRA; CODINGRICIO MICHARI	00.01	00:0	00.0	00.00	00.0	50.00
20-01050 OC 1	CANTING THE PARTICIPATION OF T	50.00	00.0	0.00	0.00	00.00	20.00
1-24-030103	SMITH, WILLIAM G.	00.00	00.0	00.0	00.00	0.00	50.00
1-29-03011	OXSPRING, JAMES	0.00	0.00	00.00	0.00	0.00	00.01
1-29-03012-03	ENNIS, DEREK	50.00	00.0	00.00	00.00	0.00	50.00
1-29-03013-03	DE LA PAZ, NEFTALI	50.00	0.00.	0.0	0.00	00.0	00.00
1-29-04001-01	CERVANTES, ANGELIA	50.00	00.00	0.00	500		50.00
1-29-04002-00	ESKEW, GREG	50.00	00.0	0.0	00.0	00.0	50.00
1-29-04003-03	ELLIOTT, TERRA	00.00		00.0	00.00	0.00	50.00
1-29-04004-00	SCHOENER, IDA	20.02	00.0	00.0	0.00	00.0	20.00
1-29-04005-02	portation Capt.	50:00	00.0	00.00	00.0	00.0	20.00
1 - 50 - 0 + 0 C C C C C C C C C C C C C C C C C	COMPZ. RAYMONDO	50.00	00.0	00.0.	00.0	0.00	50.00
1-30-01003 01	WRIGHT, KELLI	50.00	00.00	0.00	0.00	0.00	50.00
1-30-01005-04	VAUGHN, KEIRA	20.00	00.0	0.00	00.0	00.0	00.00
1-30-01006-00	SERCOVICH, DIANNE	50.00	0.00	99.0			00.00
1-30-01007-05		50.00	000	60.0	00.00	00.0	50.00
1-30-01008-01	SHEET'S, PAUL	00.00	00:0	00.0	00.00	00.0	50.00
00-61010-08-1	DANCOLN, DAR BARRETT CVNTHTA	30.00	00.0	0.00	00.00	00.00	50.00
1 - 50 - 01012 - 0	GRUPA. JOYCE	20.00	0.00	00.0	0.00	0.00	50.00
1-30-01019 01	MEDINA, CARLOS	50.00	00.00	0.00	0.00	0.00	50.00
1-30-01015-00	FROEHNER, DON	20.00	0.0	0.00		00.0	00.00
1-30-01016-01		20.00	0.00	00.0	,		000
1-30-01017-01	BERKHEIMER-LUBEK, GLENN	30.00	00.0	90.0	00.0	00.0	00.00
1-30-01018-03	MEDLIN, TRAVIS	00.00		00.0	00.0	0.00	50.00
1-30-01019-06	SERRAINO, ANDRES	30.00	0000	00.00	00.0	00.00	50.00
1-30-01020-03		50.00	0.00	00.0	0.00	0.00	50.00
1-30-01023-02	. rn	50.00	0.00	00.0	0.00	. 00.0	90.00
1-30-05001-10	EDWARDS, JOSEPH	00.0	0.00	00.0	00.0	2	2

10 OAK HOLLOW UTILITY, CO.

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***** CLOSEOUT REPORT	**** CLOSEOUT REPORT (AFTER CALCULATE) ****	•	,				
Account	Name	Last Month Total	Bill This Month	Refund Sécurity Deposit	Adjustments	This Month Addition	Ending Total
		00 00		00.0	00.0	0.00	20.00
00-10010-18-1	POSCHER, LEGGRA	00.00	00.0	00.0	0.00	00.0	20,00
00-20010-15-1	VENTER PEDRO S.	00.02	00.0	0.00	00.0	00.0	50.00
1-31-01004-02	GIORDANO, JOHN	50.00	00.00	00.00	0.00	0.00	50.00
1-31-01005-01	CAMPBELL, STEVEN	50.00	00.0	0.00	00.00	00.0	00.00
1-31-01006-00	BARKER, ROBIN	20.00	0.00	0.00	00.0		50.05
1-31-02001-01	PENDERGRESS, ROGER	50.00	00.0	0.00	200		00.05
1-31-02002-01-	TAMLIN, LARRY	50.00	0.0	00.0		00.0	50:05
1-31-02003-03	VENCES, JOSE	50.00	00.0		000	00.0	20,00
1-31-02004-03	ONGORI, BATHSHEBA	50.00	20.0	00.0	00:0	0.00	50.00
1-31-02005-02	CEDILLO, CARLOS	50.00			00.0	00.00	00.05
1-31-02006-07	CEDILLOS, SUSANA	00.00		00.0	00.0	0.00	50.00
1-31-02007-02	STAVINOHA, KEVIN	00.00	00.0	00.0	00.0	0.00	50.00
1-31-02008-05	KUKKBEK, JULIE:	00.00	00.0	00.0	0.00	00.0	50.00
1-31-62009-02	DATE OF CONTE	00.00	00.00		0.00	00.0	50.00
1-31-02012-T	Charles Charles	50.00	0.00	0.00	0.00	00.0	20.00
CO-CLOCO-1C-1	Manageri, Total	50.00	00.0	0.00	00.0	00.0	50.00
1-31-02012-02	BAKER, SCOTT A	50.00	00.0	00.0	0.00	0.00	50.00
1-31-02013-00	LONG. STEVE	20.00	0.00	00.0	0.00	0.00	50.00
1-31-02015-00	CORRELL ROBERT	50.00	00.0	00.00	0.00	0.00	50.00
1-31-02016-00	CABALLERO, ANGELA	50.00	,00.0	00.0		00.0	20.00
1-31-02017-01	CHAPA, RICK	20.00	00.00	0.00	0.00	00.0	000
1-31-02018-02	BOWMAN, STACEY	50.00	0.00	0.00	00.0		20.00
1-31-02019-00	. HAYES, LINDA	50.00	0.00	00.0	00.0		00.00
1-31-02020-02	LAYTON. JOHN	50.00		00.0	00.0	00.0	50.00
1-31-02021-03	LAM, PATRICIA	50.00	00.0		00.0	00.0	50.00
1-31-02022-02	LUKSA, DONALD	20.00	00.0	00.0	00.0	00.0	20.00
1-31-02023-01	ELIZONDO, ALICE	00.00	00:0	00.0	0.00	0.00	50.00
1-31-02024-01	SKINNER, GARI	00.05	00.00	00.0	0.00	00.0	20.00
1-31-02020 1-31-02020	STATES STRUCKS	30.00	00.0	0.00	00.00	00.0	50.00
1-31-02028-1	WHITIER, CARL	50.00	00.00	00.0	0.00	0.00	50.00
1 -31 -02028 -00		50.00	00.00	00.00	0.00	0.00	50.00
1-31-02029-02	NOBLES, S TROY	20.00	00.0	00.0	0.00	0.00	50.00
1-31-02030-02	JACKSON, PHYLLIS	50.00	0.00	00.00	00.00	90.0	00.00
1-31-02031-01	BALLARD, WESLEY	50.00	0.00	0.00	00.0	000	000
1-31-02032-00		80.00	0.00	000	, ,	00.0	20.05
1-31-02033-00	VIDRIO, JENNIFER R.	50.00	00.0		00.0	00:0	50.00
1-31-02034-03	KALISH, MICHAEL	00.00	00.0	00.0	00.0	0.00	50.00
1-31-03001-03	GIFFURD, JUDY	20.00	0.00	00.0		00.0	50.00
70050-15-1	MILLAN WIDGINIA	00.00	0.00	0.00	4 0.00	00.0	50.00
20-50050-TE-L	DILLARD. CHRIS	50.00	0.00	00.0	0.00	0.00	50.00
1-31-03005-03		50.00	00.0	00.00	0.00	0.00	50.00
1-31-03006-01	BRIGHT, ALANA	50.00	0.00	0.00	00.0	· c	00.08
1-31-03007-03	CASTILLO, SONIA	50.00	0.00	00.0	00.0		
1-31-03008-00	AGATE, MARIA	50.00	00.0		. 00.0	00.0	0
1-31-03009-05	TAYLOR, COURTNEY	00.00	00.0	00000	00.0	00.0	20.00
1-31-03010-00	YOUNG, DAVID	50.00	0.00	00.00	00.0	00.00	20.00
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DEPOSIT LISTING

. 10 OAK HOLLOW UTILITY, CO.

**** CLOSEOUT REPORT (AFTER CALCULATE) Account Name	(AFTER CALCULATE) ***** Name	Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
1-31-03012-00	CAHILL, BOBBY	*00.02	00.0	00.0	0.00	0.00	50.00
1-31-04001-00	CLARK, TERI	50.00	0.00	00.00	9.0	00.0	50.00
1-31-04002-02	GUEVARA, CLAUDIA	00.04	00.0	00.0	0000	00.0	20.00
1-31-04003-08	ROCK JONATHAN	00.00	00.0	0.00	00.00	00.0	50.00
1-31-04005-01	ELLISON, BELINDA	50.00	00.0	0.00	0.00	00.0	20.00
1-31-04007-00	ALLEN, MEGAN	. 50.00	0.00	0.00	90.0	00.0	50.00
1-32-01002-01	LA ROCHE, SANDRA	50.00	00.0	00.0	000	00.0	50.00
1-32-01003-00	BOLES, BEVERLY	00.00	00.0	00.0	00.0	00.0	50.00
1-32-01004-04	MORRIS, GARY	00.00	00.00	00.0	00.0	0.00	50.00,
1-32-01006-03	RATCLIFF, TIMOTHY	50.00	00.00	00.0	0.00	0.00	00.02
1-32-01007-00	STECK, LAURIE	20.00	0.00	00.0		00.0	00.05
1-32-01008-01	WISCHNEWSKY, BARRY	20.00	00.0	00.0	00.0	00.0	50.00
1-32-01009-00	STINNETTE, VICKI	00.00	00.0	00.0	00.0	00.0	50.00
10-01010-66-6	OPELLANA TESTIV	20.00	.00.0		00.0	0.00	20.00
1-32-01012-01	IMPELMANCE, KENNETH	50.00			0.00	00.0	50.00
1-32-01013-01	BUDZISE, JOHN	50.00	00.0	0.00	, 00.0	00.0	00.00
1-32-01014-00	BODDEN, ROBERT	20.00	0.00	0.00	00.0		00000
1-32-01016-00	KING, WILLIAM	50.00	0.00	00.0	00.0	00.0	20.00
1-32-01017-00	STRATMANN, JEANETTE	50.00	,	00.0	00.0	00:0	50.00
1-32-01018-01	HORN, AARON & LINDSAY	00.08	00.0	00.0	0.00	00.0	90.00
1-32-01019-03	HAKKIS, CEKEMI UDIMOTTAT DONNIE	50.00		0.00	00.0	00.0	20.00
10-12010-25-1	SIMPSON, JOSHUA D.	00.00	00.0	00.0	0.00	0.00	50.00
1-32-01023-03	Vargas, Margarita	50.00	0.00	0.00	0.00	0,00	20.00
1-32-01024-02	ZIMMERMAN, GEORGE	50.00	0.00	0.00	0.00	20.0	00.00
1-32-01026-00	KOEHLER, FREDA	50.00	0.00	0.00	200	000	00.00
1-32-01027-02	CABALLERO, JEREMY	50.00	00.0		00.0	00.0	50.00
1-32-01028-03	MARTINEZ, DIEGO	50.00	00.0	00.0	0.00	00.0	50.00
1-32-01029-00	WANN TONT I	30.00	00.0	00.0	0.00	00.0	. 50.00
1-32-01030-00	CDEENSTEIN EDWARD	20:00	00.0	0.00	00.00	0.00	50.00
1 - 32 - 010 - 25 - 1	ZIII.PO. JASON	00.0	00.0	00.0	00.0	0.00	00.00
1-32-01034-01	HERNANDEZ, FANNY	50.00	0.00	00.0	0.00	, , , , , , , , , , , , , , , , , , , ,	00.00
1-32-01035-01	PATTON, KELLY	20.00	0.00	0.00	00.0		00.00
1-32-01036-00	WILLIAMS, STEPHANIE	50.00	0.00	00.0		00.0	20.00
1-32-01037-00	RADCLIFFE, MARY	50.00	00.0		00.0	00.0	20.02
1-32-01038-00	BARION, CARY	50.00		00.0	00.0	00.00	50.00
1-32-01039-00	MOLIAN, DORIN	00.00	00.0	00.0	0.00	00.0	20.00
1-32-02001-03	CINN FILZBERTH	50.00	00.0	0.00	00.0	00.0	50.00
32-02002-03	WIEHL MARY	50.00	,00.0	00.0	0.00	0.00	50.00
1-32-02004-00	NELSON, JARED	20.00	0.00	0.00	0.00	00.0	50.00
1-32-02005-00	MCCURRY, W.F	50.00	0.00	00.0	9.0	00.0	00.05
1-32-02006-04	KESLER, HILARY	50.00	00.0	00.0	00.0	0.00	50.00
1-32-02007-00	WIGGINS, BRENT	00.0g	00.0	00.00	00.0	0.00	50.00
1-32-02008-05		30,00	00.0	00.00	0.00	0.00	20.00
1-32-02010-03	RANDECKER, GARY	50.00	00.0	00.0	00.0	00.00	20.00
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UTILITY,
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**** CLOSEOUT REPORT (AFTER CALCULATE) ****

Account	Мате	Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
				00 0	00.0	0.00	50.00
1-32-02011-01	WOODWARD, BETH	00.00	200		00.0	00.0	20.05
1-32-02012-01	TMRODEN PHYLLIS	00.00	00.0	00.00	00.00	00.00	20.00
1-32-02013	HEMMI RICHARD	50.00	0.00	00.0	00.00	0.00	50.00
1-32-02015-03	SNYDER, KENNETH	80.00	0.00	0.00	00.00	00.0	00.00
1-32-02016-00	SWAN, BETTY	50.00	0.00	00.0	900	000	20.00
1-32-02017-00	LEITH, FLAKE	50.00.	00.0	00.0	00.0	00.0	50.00
1-32-02019-00	KANDEL, CHRISTINA	20.00		00.0	00.0	0.00	20.00
1-32-02020-03	Wainwright Sharon	20.00	00.00	00.0	00.0	00.00	20.00
1-32-02021-02		50.00	0.00	00.0	0.00	0.00	20.00
1-32-02023-04	CLINE, DEBBIE	20.00	00.00	0.00	0.00	00.00	50.00
1-32-02024-01	MARTIN, MATTIE	50.00	0.00	00.0	00.0		00.05
1-32-02025-00	JORDAN, VICKIE	50.00	00.0		00.0	00.0	00.08
1-32-02026-00	GRAVIANO, MICHAEL	00.00	00.0	00.0	00.00	00.00	50.00
1-32-04027-02	SUBSIDE TERRY P	50.00	00.0	0.00	00.00	00.0	20.00
1-32-02031-00		50.00	00.0	00.0	0.00	0.00	20.00
1-32-02033-03	KIRKPATRICK, SHARON	20.00	0.00	0.00	0.00		30.00
1-32-02035-00		20.00	0.00	0.00			00.00
1-32-02036-04	JENKINS, SHAUNA	50.00	00.0	20.0		00.0	50.00
1-32-02037-00	KING, NATHAN	00.05	20.0	00.0	0000	00.0	20.02
1-32-02038-02 1-32-02038-02	STORY OF STATES	00.05	00.0	0.00	00.0	00.0	20.00
1-32-02039-00		00,00	00.0	00.00	0.00	0.00	50.00
1-32-02042-00	DEATS, HAROLD	50.00	00.00	00.0	0.00	0.00	50.00
1-32-02043-00	HARVEY, CRYSTAL	20.00	0.00	0.00	0.00	00.0	00.00
1-32-02044-00	CLARK, ROWLEY	0.00	0.00	55.5			20.00
1-32-02044-03	DAVENPORT, TERRY	50.00	00.0		00.0	00.0	20.00
1-32-02045-00	KINDEN, PETER	00.02	00.0	00.0	00.0	0.00	20.00
2 - 020-25-15	VARGAS, LOUIS	50.00	00.00	00.00	00.0	0.00	50.00
1-32-02049-03	CATEN, SCARLETT	50.00	00.00	00.0	0.00	00.0	50.00
1-32-03001-02	PETERSON, CARL	20.00	0.00	0.00	00.00	000	00.00
1-32-03002-03	HUMBERTO, JOSE	20.00	0.00	00.0		900	00.05
1-32-03003-00	RAMIREZ, VERONICA	50.00	200		00.0	00.0	50.00
1 - 32 - 03004 - 01	HIRRR DAVID	50:00	00.0	00.0	00.0	00.00	20.00
1-32-03006-01	MCCRACKEN, CRYSTAL,		00.00	00.00	0.00	0.00	50.00
1-32-03007-01	VINCENT, GEORGENE	50.00	0.00	00.0	0.00	00.00	30.00
1-32-03008-00	VALENZUELA, IRENE	80.00	00.0	00.0		000	20.05
1-32-03009-01	WELCH, DAVID	50.00	20.0		00.0	00.00	50.00
1-32-03010-02	MCMAHAN, APKIL	50.05	00.0	00.0	00.0	00.0	50.00
1 - 32 - 03011-00	RITZ, MANIEL	50.00	0.00	0.00	0.00	00.00	20,00
1-32-03013-01	PHILLIPS, KELLY	50.00	00.0	0.00	0.00	0.00	00,00
1-32-03014-01	GRIMES, KELLY	50.00	00.0	0.00		00.0	00.05
1.32-03015-04	NORRIS, MIKAEL	00.0x	00.0	1	00.0	00.0	20.00
1-32-04001-01	BEACH, RUTH	20.05	00.0	0.00	0.00	00.00	50.00
1 .32-04005-00	MCKEY, REBECCA	50.00	00.0	00.0	0.00	0.00	00.00

DEPOSIT LISTING

10 OAK HOLLOW UTILITY, CO.

**** CLOSEOUT REPORT	**** CLOSEOUT REPORT (AFTER CALCULATE) ****					,		
Account	Маще	Last Month Total	sill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total	
				00.0	00.0	00.0	Ι,	
1-32-04006-01		00.00	00.0	00.00	00.0	00.0	20.00	
1-32-04007-04	ALFORD. TAWAY	50.00	00.0	00.0	٩	00.00	00.001	
1-32-04009-01	MCHENRY, RUTH	50.00	00.0	00.0	0.00	0.00	50.00	
1-32-04010-02	MACIEL, MANUEL	50.00	00.00	0.00	0.0	00.0	200	
1-32-04011-02	HEINE, VICKIE	50.00	0	0.00	9,0	2000	000	
1-32-04012-00	HOUSTON, DUANE A.	50.00	0.00	0.00	000		50.05	
1-32-04013-00	STURDIVANT, ROYCE	20.00	0 (0.00			00.05	
1-32-04014-00	DORRILL, STEVEN	50.00		20.0		00.0	00.05	
1-32-04015-00	GOLDEN, JEAN	50.00	0.00		00.0	00.0	50.00	
1-32-04016-03	YORK, RYAN	20.00	00.0	200	. 0	00.0	50.00	
1-32-05001-07	ZIMMERMAN, DIANA	20.00	9.0		00.0		50.00	
1-32-05002-00	GHEEN, KIM	00.00	900	00.0	00.0	00.0	50.00	
1-32-05003-01	HOTCHINSON, LYDIA	00.0	00.0	0.00	00.0	00.0	50.00	
1-32-05005-00	DOTAINS DICH & SHEEN	50.00	00.0	00.00	0.00	0.00	50.00	
1-32-03000-00	CALLYTO DAME.	50.00	0.00	00.00	00.0	00.0	20.00	
1-22-0500-00	CALLYTO RATE.	30.00	00.0	00.00	00.0	00.0	50.00	
1.32-03608-00	TARRER KIM M.	50,00	0.00	00.0	00.0	0.00	50.00	
1-32-05011-02	RODRIGUEZ. PORFIRIO	50.00	0.00	00.00	0.00	0.00	50.00	
1-32-05012-00	GREEN. CHARLES	50.00	0.00	0.00	0.00	0.00	20.03	•
1-32-05013-02	EIDSON, JOSEPH	50.00	0.00	00.0	0,1	0.00	50.00	
1-32-05015-01	TRAN, KY T	50.00	00.0	00.0	0.00	,	00.00	
1-32-05016-01	KING, RICHARD	50.00	0.00	0.00	00.0		00.05	
1-33-01001-01	BRANYON, JAMES	50.00	00.00	0.00	0.00	,	000	
1-33-01002-00	SCHMIDT, MICHAEL	50.00	0.00	0.00	00.0		00.00	
_ 1-33-01003-01		20.00	0.00	0.00	9.0	000	20:02	
1-33-01005-03	HAMILTON, SANDRA	50.00	00:0	20.0	00:0	00.0	50.00	
1-33-01007-02	WILLIAMS, JOSHUA	50.00	0.00	000	0000	00.0	50.00	
1-33-01008-01	SCHELL, TERRY	50.00	9.0	000	00.0	00.0	50,00	
1-33-01009-02	PITTMAN, DAVID	20.00	200	0000	00.0	0.00	50.00	
1-33-01010-01	WILLSON, KEVIN	00.00		000	0.00	00.00	50.00	
1-33-01012-01	SOURKSKI, MAKI	00.00		00.0	0.00	0.00	50.00	
1-33-01013-01	CALESENAAN, KANDI	000	60.0	00.0	00.00	00.0	50.00	•
1-33-01014-00	CARKINGION, MICHAEL	00.00	00.0	0.00	00.00	00.0	50.00	
70-71010-86-1	DITTE TARRA	00.0	00.0	0.00	0.00	0.00	00'0	
1-34-01002-01	JACKSON, CRISLYN	50.00	00.0	00.00	00.0	00.00	50.00	
1-34-01003-00	WARREN, KEVIN	50.00	00.0	0.00	0.00	00.0	00.00	
1-34-01005-01	MUNN, GARY	50.00	0.00	00.0	90.0		00.00	
1-34-01006-01		20.00	0.00	00.00		00.0	00.02	
1-34-01007-00	IMHOFF, JEREMY	50.00	00.0	00.0	00.0	00.00	50.00	
1-34-01008-00	WATSON, KEITH	50.00	900		0	00.0	20.00	
1-34-01009-00	SUMKALL, BRIAN	00.00	00.0	00.0	0.00	00.0	50 00	
1 34 01010 00	DANGER, BOTTER IN	00.00	00.00	00.00	0.00	00.0	90.00	
1-34-01012-00	CTILETAND TENNIFER	20.00	0.00	00.00	00.00	0.00	20.00	•
1-34-01015-00	BROOKS. ANGELA	50.00	0.00	00.00	0.00	0.00	50.90	
1-34-02002-00	PITTS, TARRA	50.00	00.0	00.00	0.00	0.00	50.00	
1-34-02005-00	BLOOMFIELD, PATRICK	50.00	0.00	00.00	00.0	0.00	00.0%	
1-34-02007-02	BYLO, STEVEN	20.00	0.00	50.5	20.0	>	,	
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DEPOSIT LISTING

***** CLOSEOUT REPORT (AFTER CALCULATE) **** 10 OAK HOLLOW UTILITY, CO.

HITTORY NAMES AND STATES AND STAT	Мате		Last Month Total	Bill This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
	BA	BARA	50.00	0.00	. 00.0	00.00	00.0	50.00
	N.	TRAVIS	50.00	00.0	00.0	00.0	00.0	20.00
	5 6	OTT.	20.00	00.0	00.0	00.00	0.00	50.00
	PATRI	ALC:	50.00	00.00	00.00	0.00	0.00	50.00
	, STF	IVE	50.00	0.00	0.00	00.0	00.0	50.00
	8	5	50.00	0.00	9 6		00.0	50,00
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	i i	SESTON	00.05	00.0	0.00	00.0	00.0	20.00
	ATE.	TEST ON	30.00	00.00	0.00	00.0	0.00	50.00
	, H	DY.	50.00	00.00	00.00	0.00	0.00	50.00
	I, TRE	VOR		00.0	0.00	0.00	00.0	00.00
	ALL,	TOY	50.00	0.00	0.00	0.00		00.00
	S, KYI	ьű	50.00	0.00	00.0	900	000	50.02
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	777X '5	NO.	00.00	00.0	00.0	00.00	00.00	20.00
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	GARN	ETTA	50.00	0.00	00.00	00.00	0.00	20.00
		DY	50.00	00.0	0.00	0.00	00.0	50.00
	ING, RC	DERICK	50.00	0.00	0.00	0.00	00.0	20.00
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	ETT, TI	'NA	20.00	0.00	0.00	00.0		00.04
	HEZ, C	RLOS '	50.00	0.00	00.0		00.0	50.00
		NDA	50.00	00.0	00.0	0.0	00.0	50.00
		IURA	00.00		00.0	0.00	00.00	50.00
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00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00 00.00		ATM.	50.00	0.00	0.00	00.0	00.00	20.00
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March Marc	10 OAK HOLLOW UTILITY, CO.	LITY, CO.					Date: 02/27/2017	2017 Page: 14
Name	*** CLOSEOUT REPORT	r (AFTER CALCULATE) *****						
Charles Char	Account	Иате		Bill, This Month	Refund Security Deposit	Adjustments	This Month Addition	Ending Total
Company		ACTIVATION OF THE PERSON OF TH	50.00	00.0	00.0	00.0	00.0	50.00
MILTITIONICAL, STREAMS 55.00	7 - 24 - 02021 02	NHOL: NEWGEHO	50.00	00.0	0.00	00.00	0.00	50.00
TIME TRIPLE TRI	10 - 400 CO - 40 - 1	VALUE EDANCTOR	50.00	0.00	0.00	00.0	00.0	50.00
Name	10-000011111111111111111111111111111111	THE PROPERTY OF THE PARTY OF TH	20.05	0.00	0.00	00.0	00.0	50.00
CALABLE, KRIZE, KALE CALABLE, KRYANE, SO 00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	1-34-02087-00	WHILE LINGS ON THE HEAVY	50.05	0.00	0.00	00.0	00.0	50.00
CREADIN, KINCELE, K	1-34-02088-00	DOING TANDS	50.05	00.0	00.00	00.0	00.0	20.00
CREADIN KRYSTAL STATE ST	1-34-03001-00	BORAC, DINDA	000	000	00.00	0.00	00.00	50.00
RESCRICATION PRICE AND STATE State	1-34-03004-00	KINER. KADE	20.00	000		00-0	00.00	50.00
CACASON NICOLAR CACASON NI	1-34-03005-00	GREGORY, BETHANY	20.00			00.0	00-0	50.00
CARACAN, MITCALE 50.00	1-34-03006-00	CRABB, KRYSTAL *	50.00	00.00			00.0	50.00
MALCAN, MOMER MALCAN, MALC	1-34-03007-01	CREASON, NICOLE	50.00	0.00			00.0	00.01
Control MacCordy December	1-34-03008-00	GARZA, HOMER	20.00	0.00	00.0			20,02
Continue	1-34-03010-01	BRICENO, JOSE	20.00	00.0	0.00	00.0	00.0	200
The color of the	00-11050-75-1	ALLEN. JASON	50.00	00.0	00.0	00.0	00.0	00.00
House Company House Compan	10100017516	SELLERS LORI	50.00	0.00	0.00	0.00	00.0	50.00
HOWEN, EMPLOY CONTROL	10 010 15 17 17 17 17 17 17 17 17 17 17 17 17 17	NEVER'S NEGOET	50.00	0.00	0.00	00.0	00.00	20.00
Color Colo	1-34-03614-00	MATOOM CHANGE	20.05	00.00	0.00	00.0	00.00	50.00
Color Colo	1-34-0301/-04	MALCON, CRAD	50.05	00-0	0.00	0.00	00.0	50.00
Color Colo	I-34-03018-01	MANA TOWN	50.05	00-0	00.0	0.00	00.00	50.00
NEW PROPERTY NATIONAL	1-34-03020-00	CONTENTS CONTENTS	000	00.0	00.00	0.00	00.00	. 50.00
1.0002-01 MINCALIEY, MASCHAR SOLO 000 000 000 000 000 000 000 000 000	1-34-03022-00	AGSFIIO, SANITAGO	00.00		0.00	0.00	00.00	50.00
MINITALLY MINI	1-34-03023-02	ALECANDRE, MARIA	0,00	000	00.0	0.00	0.00	50.00
Name	1-34-03027-01	NIKOLAIEV, MARSHA	00.00	00.0	00.0	00.0	0.00	50.00
4-0303-00 PAWENE, PARALLY PARALY PARALLY PARALLY PARALLY PARALLY PARALLY PARALLY PARALLY PARAL	1-34-03028-00	WHITE, DAVID	200		00 0	00.00	00.0	50.00
## Comparison of Markins, Arguments ## Comparison of Markins ## Compa	1-34-03029-02	DEWEESE, DONALD	00.00	000	00 0	0.00	00.00	50.00
4-03034-00 JURALNY, ERIC CONTRAINS, ARATLL CONTR	1-34-03031-00	KANKIN, KANDALL	00.00		00.0	00.0	0.00	50.00
## CONTRACTOR NAME CONTRACTOR CONTRACTOR	1-34-03033-00	JENKINS, APRIL	00.00		, 000	0.00	00.00	50.00
Color Colo	1-34-03034-00	SNEARLY, EKIC	00.00			00.0	00.00	0.00
4-21015-03 CASANEZ, ANTONIO GARZA, REBECCA 4-21015-03 CASANEZ, ANTONIO GARZA, REBECCA 4-21015-01 GARZA, RAGINEZ 5-01004-01 FINENEZ, SERGINO 5-01004-01 SINCLAIR, RAGINEZ 5-01004-01 SINCLAIR, RAGINEZ 5-01005-01 GARZA, MARGARET 5-01005-01 GARZANO, ANADDA 5-01006-01 GARZANO, ANADDA 5-01010-01 GARZANO, ANADDA 5-01011-01 GARZANO, ANADOA 5-01011-01 GARZANO, ANDOA 5-0	1-34-03035-02	JENKINS, APRIL	00.0	00.0		000	0.00	50.00
## Control of Garaca, Rebecca, Carlo of	1-34-03035-03	CASAREZ, ANTONIO	50.00	00.00		00.0	00.0	50.00
WAIGHE AIR COMPITIONING & 50.00	1-34-21001-00		50.00	00.0			00 0	50.00
STATEMENT STAT	1-35-01004-01	IR CONDITIONING	20.00	0.00	00.0		000	0000
5-11007-04 SINCLAIR, MARGARET 55.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1-35-01006-03	٠.	50.00	0.00	00.0			00.01
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6-01007-00 KOSLOSKY, BILLY 50.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1-36-01006-00	EVANS, JOHN	50.00	00.0	00.0	00.0	00.0	00.00
6-01008-00 SIMPSON, LYNDIA 50.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	1-36-01007-00	KOSLOSKY, BILLY	50.00	0.00	00.0	00.0	00.0	00.00
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ATTACHMENT "B" CERTIFICATE OF ACCOUNT STATUS

UTILITIES INVESTMENT COMPANY, INC.





Franchise Tax Account Status

As of: 03/02/2017 15:25:56

This Page is Not Sufficient for Filings with the Secretary of State

UTILITIES INVESTMENT COMPANY, INC.

Texas Taxpayer Number: 30119052162

Mailing Address PO BOX 279 NEW WAVERLY, TX 77358-0279

❷ Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 11/12/1996

Texas SOS File Number 0142230500

Registered Agent Name SHANNON MARSH

Registered Office Street Address 1620 CONNORVALE HOUSTON, TX 77039

ATTACHMENT "C" PURCHASE AGREEMENT

UTILITIES INVESTMENT COMPANY, INC.

SALE AND PURCHASE AGREEMENT FOR THE WATER UTILITY ASSETS, CERTIFICATES AND PERMITS OF OAK HOLLOW UTILITY CO., INC.

This Sale and Purchase Agreement ("Agreement") dated as of the Aday of Tehrusy, 2017, is entered into by and between OAK HOLLOW UTILITY CO., INC., a Texas corporation, whose address is 1330 Blue-Bell Road, Houston, TX 77038-3012 (hereinafter referred to as "Seller") and UTILITIES INVESTMENT COMPANY, INC. a Texas corporation whose address is P.O. Box 279, New Waverly, Texas 77358-0279 (hereinafter referred to as "Purchaser").

INTRODUCTION

WHEREAS. Seller is the owner of certain real property and improvements thereon consisting of various water supply plants and associated distribution systems all of which Seller operates for the purpose of obtaining, treating and distributing water to the residents of Oak Hollow Subdivision, Country Lane Subdivision and Walnut Creek Subdivision located in Waller County, Texas;

WHEREAS, Seller desires to sell and Purchaser desires to purchase all of the assets of Seller, thereby transferring the ownership and operation of Seller's business to Purchaser, on the terms and conditions set forth in this Agreement; and

WHEREAS, the parties hereto acknowledge that the operation of Seller's business is regulated by the Texas Commission on Environmental Quality (hereinafter "TCEQ") under TCEQ PWS No. 2370051 and the Texas Public Utilities Commission (hereinafter "PUC") under PUC CCN No. 12154 and that the sale of said business to Purchaser is subject to approval by TCEQ and PUC.

NOW, THEREFORE, in consideration of the mutual promises of the parties: in reliance on the representations, warranties, covenants, and conditions contained in this Agreement; and for other good and valuable consideration, the parties agree as follows:

ARTICLE 1 - SALE

Sale of Assets

1.01 Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase and accept from Seller, all of the following water plants serving the Oak Hollow Subdivision. Waller County, Texas (hereinafter collectively referred to as the "Plants" whether there be one or more):

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- (a) Water Plant No. 1, including all real estate, equipment and assets associated therewith all being more particularly described within Exhibit "A" attached hereto and incorporated herein;
- (b) Water Plant No. 2, including all real estate, equipment and assets associated therewith all being more particularly described within Exhibit "A" attached hereto and incorporated herein;

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- 1.02 Seller further agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase and accept from Seller the following:
 - (a) All realty owned by Seller upon which the Plants are located, including all tracts of realty described within Exhibit "A" attached hereto (all such tracts of realty being hereinafter referred to as the "Property") together with all improvements thereon including but not limited to water wells, pump equipment, pump houses, water storage tanks, water pressure tanks, water treatment plants, water distribution plants and all appurtenances thereto including but not limited to collection lines, distribution lines, easements, right-of-ways and other areas appurtenant thereto and associated with the operation of the Plants (said improvements being hereinafter collectively referred to as the "Systems" whether there be one or more) used at any time in operation of the Plants.
 - (b) All of Seller's rights and interests in and to the written and verbal contracts and agreements with its customers currently consisting of 690 "water only" connections.
 - (c) With respect to the above mentioned Plants and Systems all papers and records (whether in written or other form) of any kind presently in or in the future coming into the care, custody, or control of Seller which constitute, refer to or relate to maintenance records, operating manuals, blueprints, specifications, plans and/or designs of any portion of the Plants and Systems.
 - (d) All other papers and records (whether in written or other form) of any kind presently in or in the future coming into the care, custody, or control of Seller relating to any of the assets sold to Purchaser pursuant to this Agreement or the acquisition or past, present, or future operation of the Plants and Systems, including but not limited to: customer lists, supplier lists, purchase and sales records, environmental control records, Texas Commission on Environmental Quality records, maintenance records, operating and management manuals, computer systems and software documentation, and business forms.
 - (f) All permits, licenses, franchises, consents, authorities, special authorities, and other similar acts of any government body (federal, state, county, city or local) held by Seller that may lawfully be assigned or transferred, subject to any action by such body that may be required in connection with such assignment or transfer. If Seller holds any license or permit in his name that is necessary for the lawful operation of any utility plant or facility subject to this Agreement, they shall apply with Purchaser for the transfer of that portion of such license or permit to Purchaser or Purchaser's assigns as may be necessary for the continued operation of the utility systems under applicable state and federal law.

Consideration for Sale

- 1.03 In consideration for the sale and transfer of the assets of Seller and the representations, warranties, and covenants of Seller set forth in this Agreement, Purchaser shall pay the sum of EIGHT HUNDRED NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$897,000.00), (hereinafter referred to as the "Sales Price") as follows:
 - (a) Seller acknowledges receipt of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (hereinafter referred to as the "Earnest Money") which shall be held in escrow by the title company referenced hereinbelow until Closing

- (b) The sum of ONE HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$190,000.00) (hereinafter referred to as the "Down Payment") paid at Closing
- NINETY SEVEN THOUSAND AND NO/100 DOLLARS (\$697,000.00), (hereinafter referred to as the "Note") with interest on the unpaid principal balance at the rate of 6.0% simple interest, payable in 120 equal monthly installments of SEVEN THOUSAND SEVEN HUNDRED THIRTY EIGHT AND NO/100 DOLLARS (\$7,738.00), with the outstanding principal balance due 120 months following the date of the Note. All payments shall be applied first to accrued interest then to outstanding principal. No pre-payments on the note will be allowed for a period of 18 months immediately following the date of the Note, and thereafter the Note shall have no prepayment penalty. The Note shall be personally guaranteed by Shannon Marsh. In addition, said Note will be secured by a Vendor's Lien and Deed of Trust-Security Agreement-Financing Statement covering the Real Property to be conveyed and the improvements and fixtures located thereon which are being transferred by Seller to Purchaser (said Note and the security for same shall hereinafter be referred to as the "Purchasers Indebtedness").

Accounts Receivable

1.04 All uncollected accounts receivable owed to Seller and arising out of the Seller's operation of the Plants and Systems shall be retained by Seller and such accounts receivable are not made a part of this sale. All such accounts receivable owned by Seller and received by Purchaser following Closing shall be forwarded to Seller as required hereinbelow. All accounts receivable arising out of Purchaser's operation of the Plants and Systems that are received by Seller shall be promptly forwarded to Purchaser. The terms and provision of this paragraph shall survive Closing.

Other Assets Not Conveyed

1.05 None of the financial assets of Seller shall be conveyed to Purchaser as a result of this transaction, including, without limitation, checking accounts, savings accounts, certificates of deposits, and utility deposits. For purposes of this paragraph, "utility deposits" shall mean moneys Seller has paid to vendors of public utility services to Seller and shall not refer to customer security deposits that applicants for water service have paid to Seller.

Accounts Payable, Indebtedness, Liabilities of Seller

1.06 Purchaser does not assume any liabilities of Seller that are incurred by Seller in connection with or arising out of Seller's operation of the Plants and/or Systems prior to Closing. All unpaid accounts payable, indebtedness, and other liabilities incurred by Seller in connection with or arising out of Seller's operation of the Plants and/or Systems prior to Closing shall be paid by Seller prior to or at Closing. Seller hereby agrees to indemnify and hold harmless Purchaser from all damages suffered and liabilities incurred by Purchaser as the result of Seller's failure to timely pay all accounts payable, indebtedness, and other liabilities of Seller arising out of Seller's operation of the Plants and/or Systems prior to Closing, including Purchaser's attorneys' fees and cost of defense. The terms and provisions of this paragraph shall survive Closing.

General Release of Liens.

1.07 NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, SELLER SHALL PAY, AT OR PRIOR TO CLOSING, ALL LIABILITIES THAT ARE SECURED BY THE PLANTS AND/OR SYSTEMS, INCLUDING BUT NOT LIMITED TO, THOSE LISTED ON THE TITLE COMMITMENT AND/OR THE UCC SEARCH REQUIRED HEREINBELOW AND SHALL PRESENT PURCHASER, AT CLOSING, WITH RECORDABLE RELEASES OF LIENS AGAINST ALL ASSETS SOLD HEREUNDER.

Closing

1.08 The parties agree to use their best efforts to consummate this transaction ("Closing"). The Closing shall take place at Texas American Title Company, located at 3000 Research Forest Drive, Suite 110, The Woodlands, TX 77381 (Shannon Gandy as Closer) within thirty (30) days following TCEQ's and PUC's approval of this transaction, or such other time, date, and place mutually agreed upon in writing by Seller, and Purchaser (hereinafter referred to as the "Closing Date"), subject to the 120 day period, public notice requirement and public hearing requirement mandated under Texas Water Code, Subchapter H. Section 13.301. In either event, all terms and conditions to the Closing of this Agreement shall have been met at least ten (10) days prior to the Closing Date.

ARTICLE 2 TITLE COMMITMENT, SURVEY, AND UCC SEARCH

2.01 Title Commitment

- (a) Seller, at Purchaser's expense, within thirty (30) days of the Agreement Date, will furnish Purchaser a separate Title Commitment on each tract of Property conveyed in fee hereunder and being more particularly described on Exhibit "A" including legible copies of recorded documents mentioned therein. Seller authorizes and directs the Title Company to deliver the Title Commitments and related documents to Purchaser at Purchaser's address shown at Section 15.02 hereinbelow, with copies of same delivered to Purchaser's attorney, Allan Davis by email to adavis@adavislaw.com. Each Title Commitment shall be issued by the Title Company, or its agent, dated within 30 days of the Agreement Date.
- (b) Purchaser may object to any restrictive covenants on the Property within the time required under Paragraph 2.04 hereinbelow.

2.02 Survey

- (a) Purchaser may obtain, within (60) days of the Agreement Date, a survey of each tract of Property described within Exhibit "A" at Purchaser's expense. Purchaser shall deliver a copy of the survey to Seller at Closing. If this transaction does not close, Purchaser shall have no obligation to provide Seller with a copy of the survey.
- (b) The surveys must:

- (1) identify each tract of Property by metes and bounds or platted lot description:
- (2) show that the survey was made and staked on the ground with corners permanently marked:
- (3) set forth the dimensions and total area of each tract of the Property;
- show the location of all improvements, highways, streets, roads, railroads, rivers, creeks or other waterways, fences, easements, and rights-of-way on each tract of the Property with all easements and rights-of-way referenced to their recording information;
- show any discrepancies or conflicts in boundaries, any visible encroachments and any portion of the Property lying in a special flood hazard area (an "A" or "V" zone as shown on the current Federal Emergency Management Agency ("FEMA") flood insurance rate map): and
- (6) contain the surveyor's certificate that each such survey is true and correct.
- (c) If the sale closes, Seller shall share the survey costs equally with the Purchaser in the final allocation of costs and distribution of proceeds.
- 2.03 UCC Search: Within thirty (30) days after the Agreement Date and at the time of Closing Seller, at Seller's expense, will furnish Purchaser a Uniform Commercial Code (UCC) search, and dated after the Agreement Date and again at the Closing. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property, Plants and Systems are located that relate to all personal property on the Property and show, as debtor, the Seller and all other owners of the personal property in the last five (5) years.
 - 2.04 Purchaser's Objections to the Title Commitments, Surveys, and UCC Search:
 - (a) Within forty five (45) days after Purchaser receives the initial Title Commitment, copies of the documents evidencing title exceptions, any required surveys on each tract of Property, and any required UCC search, Purchaser may object to matters disclosed in the items if the matters disclosed constitute a defect or encumbrance to title to the real or personal property described in Article 1 other than those permitted by this contract or liens that Seller will satisfy at Closing, it being agreed that Purchaser will not assume any liens or indebtedness secured by the Property at Closing.
 - (b) Seller may, but is not obligated to, cure Purchaser's timely objections within thirty (30) days after Seller receives the objections. If Seller fails to cure the objections by the time required, Purchaser may terminate this contract by providing written notice to Seller prior to Closing. If Seller terminates pursuant to this Article 2.04 (b), the Earnest Money will be refunded to the Purchaser.
 - (c) Purchaser's failure to timely object or terminate under this Paragraph 2.04 is a waiver of Purchaser's right to object.

, ARTICLE 3 , PROPERTY CONDITION / FEASIBILITY STUDY

- 3.01 Purchaser has already inspected and accepts the property (Real Estate, Improvements and Fixtures) to be conveyed AS-IS. However, once all objections to the Title Commitment, Survey and UCC search have been provided to Seller and cured, Purchaser shall have a period beginning after said cure date (if any objections are made) of thirty (30) days in which to re-inspect the real property and improvements and fixtures located thereon for any changes substantial enough to affect the operation of the property as intended or that would result in the requirement that they be repaired as a result of an TCEQ inspection of said facilities. Purchaser shall within said thirty (30) day period give notice to Seller of any required repairs. Seller shall have Forty-Five (45) days, unless Purchaser allots additional time to make any required repairs.
- 3.02 Within fifteen (15) days after the Agreement Date, to the extent Seller has the following documents within its possession or control, Seller shall provide Purchaser with the following:
 - (a) a complete and accurate legal description of each parcel of real property to be sold hereunder as currently known to Seller;
 - (b) a true and correct list, signed by Seller, of all current customers of Seller, including each such customer's billing address, the amount of the deposit held by Seller on each respective customer, the monthly amount charged to each customer by Seller for water services, together with the outstanding balance owed by each respective customer, such customer list being subject to customer privacy restrictions may only be used for purposes of this sale and no other;
 - (c) a true and correct list and description, signed by Seller, together with a copy of all insurance policies concerning the assets and properties being sold hereunder, or a statement signed by Seller attesting to the fact that there are no such insurance policies, if such is the case;
 - (d) a true and correct list and description, signed by Seller, together with a copy, if in writing, of all material contracts, loan agreements, lines of credit or other arrangements obligating Seller, including without limitation, guarantees, bids, commitments, joint venture or partnership agreements, contracts with governmental entities, pledges, security agreements, and customer contracts, or a statement signed by Seller attesting to the fact that there are no such contracts, if such is the case;
 - (e) a true and correct list, signed by Seller, of the names and addresses of all persons and entities whose consents are required to be obtained under any contract with respect to the consummation of this transaction, or a statement signed by Seller attesting to the fact that none exist, if such is the case;
 - (f) a true and correct list, signed by Seller, of the names and addresses of all persons and entities who are currently making or threatening to bring claims, legal proceedings, administrative proceedings, or other proceedings, or suits, investigations, inquiries, complaints, notices of violation, judgments, injunctions, orders, directives, or restrictions against or involving Seller or any of the assets, properties or business of Seller that may adversely affect Seller, its assets, properties or business, together with a description of each respective claim, or a statement signed by Seller attesting to the fact that none exist, if such is the case.

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- (g) a true and correct list of all pending service connection requests, which shall be updated through Closing as connection requests are received by Seller.
- 3.03 For purposes of this Article 3, documents within Seller's possession or control shall include, with limitation, documents in the control of Seller's agents, lenders, title policy underwriters, attorneys and accountants. Not included shall be: (1) documents in the control of Seller's lenders deemed proprietary or confidential by said lenders and (2) documents in the possession of Seller's attorneys deemed to be subject to legal privileges against disclosure, i.e., attorney-client communications or attorney work product.

ARTICLE 4 BROKERS

- 4.01 Seller warrants that neither Seller, nor any of their officers, directors, employees, or stockholders, has retained, consented to, or authorized any broker, investment banker, or third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this contract.
- 4.02 Seller agrees to indemnify and hold harmless Purchaser from any breach of the warranty contained in this Article 4, including reasonable attorney's fees and costs of court. This Article 4 shall survive the Closing.

ARTICLE 5 PARTIES' OBLIGATIONS AT THE CLOSING

Seller's Obligations at the Closing

- 5.01. At the Closing, Seller shall execute, and shall deliver to Purchaser:
- (a) A bill of sale and one or more instruments of assignment in a form acceptable to Purchaser sufficient to convey and assign to Purchaser all rights, title, and interest in and to all of the inventories, fixtures, equipment, trade marks, trade names, contract rights, leases, licenses, permits, maintenance contracts, management contracts, manufacturer's warranties, guaranties and items of personal property being sold to Purchaser under the terms of this Agreement.
- (b) All documentation in the possession of Seller, as required herein, which is necessary to operate, use and exercise warranty rights on all assets being sold to Purchaser in this Agreement.
- (c) A general warranty deed with vendor's lien in form and substance acceptable to Purchaser conveying title to each tract of Property described in Exhibit "A" attached hereto. The deeds must convey good and indefeasible title to the Property and show no exceptions other than those permitted under this contract. Seller must convey each tract of the Property at Closing:
 - (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property; and

- (2) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers.
- (d) An updated title Commitment issued as of the date of Closing, at Sellers' expense, in form and substance acceptable to Purchaser with respect to all real property described in Exhibit "A" attached hereto.
- (e) An updated UCC search report issued as of the date of Closing, at Sellers' expense, in form and substance acceptable to Purchaser with respect to all personal property sold hereunder.
- (f) A release, in recordable form and substance acceptable to Purchaser, of each lien set forth in Exhibit "B" attached hereto.
- (g) Tax statements showing no delinquent taxes on the Property.
- (h) Any notices, statements, certificates, affidavits, releases and other documents required by this Agreement, the Title Commitment or law necessary for the Closing of the sale, all of which must be completed and executed by Seller as necessary.
- (i) A TCEQ prescribed notice to be sent to each of Seller's customers advising them of the proposed change of ownership. After the TCEQ-approved closing, Purchaser shall send all affected customers notice of the new address for payment and how to contact the Purchaser with customer service or physical service problems.
- (j) A true and correct list of all current customers of Seller, including each such customer's billing address, the amount of the deposit held by Seller on each respective customer, the monthly amount charged to each customer by Seller for water services, together with the outstanding balance owed by each respective customer. Unless refunded by Seller prior to closing, said deposits will be transferred to Purchaser at Closing, and Purchaser assumes responsibility of repayment of said deposits to customers of the Plants and Systems, if ever required to do so by law or contract.
- (k) A sworn statement that Seller has no information or is aware of any facts indicating that any of Sellers' customers intend to cease doing business with Seller or to materially alter the amount of the business that they are presently doing with Seller, or in the alternative, a sworn statement listing those customers who intend to cease doing business with Seller or materially alter the amount of the business that they are presently doing with Seller.
- (l) A certified copy of corporate resolutions of Seller, in a form acceptable to Purchaser, authorizing this sale.
- (m) A true and correct list of all pending service connection requests.
- (n) A true and correct itemization of all Contribution In Aid of Construction ("CIAC") contracted for by Seller, if any, from the Agreement Date through Closing, including an itemization of CIAC funds received and expended by Seller and the unspent CIAC balance to be conveyed to Purchaser at Closing.

Seller; at any time before or after the Closing Date, shall, acknowledge, and deliver to Purchaser any further deeds, assignments, conveyances, other assurances, documents, and instruments of transfer reasonably requested by Purchaser. Seller shall also take any other action consistent with the terms of this Agreement that may be reasonably requested by Purchaser for the purpose of assigning, transferring, granting, conveying, and confirming to Purchaser or reducing to possession any or all property and assets to be conveyed and transferred by this Agreement. If requested by Purchaser, Seller further agrees to prosecute or otherwise enforce in its own name for the benefit of Purchaser any claims, rights, or benefits of Seller that are transferred to Purchaser by this Agreement and that require prosecution or enforcement in Seller's name. Any prosecution or enforcement of claims, rights, or benefits under this paragraph shall be solely at Purchaser's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement by Seller. If Seller incurs any costs to fulfill these requests of Purchaser, Purchaser shall reimburse or otherwise fund all such endeavors by Seller as a condition of Seller's obligation to continue with the same at the request of or for the benefit of Purchaser. Purchaser shall be obligated to reimburse all incurred costs within fifteen (15) days of presentation of a written request for payment. Failure to timely reimburse such costs shall be deemed a material breach of this Agreement by Purchaser.

Purchaser's Obligation at Closing

- 5.02. At the Closing, Purchaser shall deliver, against delivery of the items specified in Paragraph 5.01 above:
 - (a) Purchaser shall deliver to Seller the Note as described in Section 1.03(b) hereinabove and personal guarantee of the Note by Shannon Marsh.
 - (b) Purchaser shall deliver a deed of trust in the form and substance promulgated by the State Bar of Texas and naming Seller as beneficiary as collateral and security for the Note.
 - (c). A certified copy of corporate resolutions of Purchaser, in a form acceptable to Seller, authorizing this purchase.

Delivery of Possession

5.03 Seller shall deliver possession of the Property and Plants and Systems to Purchaser at Closing.

Rescission of Agreement Upon TCEQ or PUC Denial

5.04 In the event that TCEQ or PUC denies approval in whole or in part of the transaction represented by this Agreement, then in such event, this Agreement shall be immediately and automatically rescinded, at Purchaser's option, without notice and the parties hereto shall be excused from performance under this Agreement, with the exception of their obligations to pay sales expenses and closing costs pursuant to Article 6 of this Agreement. In the event of rescission pursuant to this Paragraph, the Earnest Money shall be refunded to Purchaser within thirty (30) days of TCEQ or PUC denial.

ARTICLE 6 SALES EXPENSES

Seller's Expenses

- 6.01 Seller will pay for the following at or before Closing:
- (a) releases of existing liens, including prepayment penalties and recording fees;
- (b) release of Seller's loan liability, if applicable;
- (c) tax statements or certificates;
- (d) preparation of the deed, bill of sale and assignments;
- (e) one-half of any escrow fee charged by the Title Company;
- (f) costs to record lien releases and any documents to cure title objections that Seller must cure;
- (g) the cost of the premium for issuing each Owner Title Commitment; and
- (h) other expenses that Seller will pay under other provisions of this contract.

Purchaser's Expenses

- 6.02 Purchaser will pay for the following at or before Closing:
- (a) preparation fees of any deed of trust;
- (b) recording fees for the deed, deed of trust, bill of sale and assignment;
- (c) one-half of any escrow fee charged by the Title Company of other closing agent, as the case may be:
- (d) copy and delivery fees for delivery of the title commitment and related documents and title policy premiums, with the purchase price allocation of the title policy coverage amounts to be allocated to each tract at the direction of Purchaser and within Purchaser's sole and absolute discretion; and
- (e) other expenses that Purchaser will pay under other provisions of this contract.

ARTICLE 7 PRORATIONS & ROLLBACK TAXES

Operating Expense Allocation

- 7.01 (a) All operating, maintenance, repairs, capital improvement and tax expenses of the Plants and Systems incurred prior to Closing shall be paid by Seller including, but not limited to, maintenance, management, contract labor, supplies, repairs, on-going capital improvements (if any), ad valorem taxes, and service charges.
- (b) All operating, maintenance repairs, capital improvement and tax expenses of the Plants and Systems incurred after Closing shall be paid by Purchaser including, but not limited to, maintenance management, contract labor, supplies repairs, on-going capital improvements (if any), ad valorem taxes, and service charges.

Revenue Allocations

- 7.02 (a) Purchaser shall be entitled to all revenues for services rendered and contractual obligations incurred after Closing.
- (b) To the extent that there are accounts receivables or other moneys owed Seller that are not collected by Seller before Closing, are billed by Seller after Closing for services rendered prior to Closing, or are otherwise improperly paid by the customer to Purchaser, Purchaser shall act as Seller's collection agent and collect these moneys on Seller's behalf. Purchaser shall use its best efforts under the applicable Chapter 291 rules of the TCEQ to collect any moneys owed Seller as if they were moneys owed to Purchaser during this period of agency. This agency period shall only exist for ninety (90) days following Closing. Thereafter, Purchaser shall be released from any further obligation to collect moneys for Seller, who shall be required to use such other collection remedies as may exist at law.
- (c) During the collection agency period, the moneys collected by Purchaser shall first be applied to any indebtedness the payor owes Purchaser. The residual funds shall be applied to any indebtedness owed Seller.
- (d) Seller shall give Purchaser a monthly list of customers still indebted to Seller. This list is to be provided at least five (5) days before the day Purchaser tells Seller it will be sending out customer bills. If any of the individuals on that list do not pay their utility bills in full, Purchaser shall terminate their service in the manner prescribed by TCEQ rules. As a condition of restoration of service, the delinquent customer shall also have to make satisfactory payment arrangements with Seller to resolve their utility indebtedness to Seller.

Rollback Taxes

7.03 If Seller changes the use of the Property before Closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest ("Assessments") for the periods before Closing, the Assessments will be the obligation of Seller. If this sale or Purchaser's use of the Property after Closing results in additional Assessments for periods before Closing, the Assessments will be the obligation of Purchaser. The terms and provisions of this paragraph shall survive Closing.

ARTICLE 8 CASUALTY LOSS AND CONDEMNATION

Casualty Loss

- 8.01 If any part of the Property, Plants or Systems is damaged or destroyed by fire or other casualty after the Agreement Date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the Closing Date. If Seller is unable to do so, Purchaser may:
 - (a) terminate this contract and the Earnest Money will be refunded to Purchaser.
 - (b) extend the time for performance up to forty-five (45) days and the Closing Date will be extended as necessary; or
 - (c) accept at Closing (i) the Property, Plant and/or System in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the Sales Price in the amount of any unpaid deductible under the policy for the loss.

Condemnation

- 8.02 If before Closing, condemnation proceedings are commenced against any part of the Property. Purchaser may exercise either of the following options, at Purchaser's sole discretion:
 - (a) terminate this contract by providing written notice to Seller within 15 days after Purchaser is advised of the condemnation proceedings and the Earnest Money will be refunded to Purchaser.; or
 - (b) appear and defend the condemnation proceedings and any award will, at Purchaser's election, belong to: (a) Seller and the Sales Price will be reduced by the same amount; or (b) Purchaser and the Sales Price will not be reduced.

ARTICLE 9 SELLER'S REPRESENTATIONS AND WARRANTIES

Sellers hereby represent and warrant to Purchaser that the following facts and circumstances are and at all times up to the Closing Date will be true and correct:

Organization

9.01 Seller is a corporation duly organized, validly existing, and in good standing under the laws of Texas and is qualified to do business in all jurisdictions where it conducts business. Seller has all requisite power and authority to own, operate, and carry on its business as now being conducted.

Ownership of Seller

9.02 Seller is the sole owner of the assets sold hereunder, with full right to sell or dispose of said assets as Seller may choose. No other person or persons have any claim, right, title, interest, or lien in, to, or on Seller or Seller's assets except those liens listed on Exhibit "B" attached hereto, which lists (a) the name and address of the current holder of each lien, (b) the outstanding balance secured by each lien as of the date of this Agreement and (c) the assets serving as collateral with respect to each such lien. Seller guarantees.

warrants and represents that all liens against the assets sold hereunder shall be released prior to or at the time of Closing.

Financial Statements

- 9.03 All of Seller's year end balance sheets furnished by Seller to Purchaser pursuant to this contract will be and are true, correct and complete copies of Seller's year end balance sheets for the fiscal years ending 2014, 2015 and 2016, and which Seller warrants are accurate and complete. The aforementioned balance sheets present fairly and accurately the financial position, results of operations, and changes in financial position of Seller at the dates and for the periods covered, in each case in conformity with generally accepted and consistently applied accounting principles. There are no liabilities or obligations of Seller, accrued, absolute, contingent, inchoate, or otherwise that arose out of or relate to any matter, act, or omission occurring from December 31, 2016, to the date of this Agreement, other than liabilities or obligations incurred in the normal course of business. Seller warrants and guarantees that, since December 31, 2016 and up until the time of Closing there have not been:
 - (a) any material adverse change in financial condition, operations, sales, or net income of Seller;
 - (b) any loss, damage. or destruction to properties or assets, tangible or intangible (whether or not covered by insurance);
 - (c) any proposed law or regulation or any actual event or condition of any character that is known to Seller that materially adversely affects the business or future prospects of Seller:
 - (d) any claim, litigation, event, or condition of any character, that materially adversely affects the business or future prospects of Seller;
 - (e) any issuance, purchase of, or agreement to issue or purchase shares of capital stock or other securities of Seller;
 - (f) any mortgage, pledge, lien, or encumbrance made or agreed to be made on any of Seller's assets or properties, tangible or intangible; and/or
 - (g) any sale, transfer, other disposition of, or agreement to sell, transfer, or dispose of Seller's properties or assets, tangible or intangible, except as contemplated in this Agreement and except in the normal course of business and then only for full and fair value received.

Taxes

9.04 All federal, state, local, and foreign income, ad valorem? excise, sales, use, payroll, unemployment, franchise and other taxes and assessments ("Taxes") that are due and payable by Seller have been properly computed, duly reported, fully paid, and discharged. There are no unpaid Taxes that are or could become a lien on the property or assets of Seller or require payment by Seller, except for current Taxes not yet due and payable. All current Taxes not yet due and payable by Seller have been properly accrued on the balance sheets of Seller. Seller has not incurred any liability for penalties, assessments, or interest under the Internal Revenue Code. No unexpired waiver executed by or on behalf of Seller with respect to any Taxes is in effect.

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Real Property

9.05 All the buildings, fixtures, and leasehold improvements used by Seller in its business are located on the Property being purchased hereunder. The zoning of each parcel of property being purchased hereunder and/or applicable deed restrictions permit the presently existing improvements and the continuation of Seller's business presently being conducted on such parcels. Seller is not aware of any enacted or proposed changes to such zoning.

Title to Assets and Properties

- 9.06 Seller has good and marketable title to all of its assets and properties, tangible and intangible that is material to Seller's business and future prospects. These assets and properties constitute all of the assets and interests in assets that are used in Seller's business. All of these assets are free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions, and restrictions, except for the following:
 - (a) those disclosed within Exhibit "B" attached hereto; and
 - (b) the lien of current Taxes not yet due and payable.

Operating Condition of Property

9.07. All Property and tangible personal property of Seller are in good operating condition and repair, ordinary wear and tear excepted. Seller is in possession of all premises leased to Seller from others.

Customers and Sales

9.08 Seller has no information and is unaware of any facts indicating that any of Sellers' customers intend to cease doing business with Seller or to materially alter the amount of the business that they are presently doing with Seller, other than those who are disclosed to Purchaser as required by Article 3.

Laws and Regulations

9.9 Seller is not in default or in violation of any law, regulation, court order; or order of any federal, state, municipal, foreign, or other government department, board, bureau, agency, or instrumentality, wherever located, that would adversely affect its business or future prospects. The business operations of Seller are and have been for the past five years in material compliance with all laws, treaties, rulings, directives, and similar regulations of all government authorities having jurisdiction over such business insofar as failure to comply could adversely affect Seller's business and future prospects. Without limitation of the foregoing, Seller guarantees and warrants that there are no pending enforcement actions by TCEQ against Seller, and that payment of all TCEQ fees are current and not past due.

Litigation

9.10 There are no pending, outstanding, or threatened claims; legal, administrative, or other proceedings; or suits. investigations, judgments, injunctions, orders, or restrictions against or involving Seller or any of the assets, or properties of Seller.

Trade Names, Trademarks, Copyrights, and Patents

9.11 There are no trade names, trademarks, copyrights, patents or other Intellectual Properties owned by Seller, and used in the operation of Seller's business other than those disclosed to Purchaser pursuant to Article 3.

Authority

9.12 Seller has full power and authority to execute, deliver, and/or consummate this Agreement in the stated capacities, subject to the conditions to Closing set forth in this Agreement. All reports and returns required to be filed by each with any government and regulatory agency with respect to this transaction have been properly filed. No notice to or approval by any other person, firm, or entity, including governmental authorities other than TCEQ, is required of Seller to consummate the transaction contemplated by this Agreement other than those disclosed to Purchaser pursuant to Article 3.

Full Disclosure

9.13 No representation, warranty, or covenant made to Purchaser in this Agreement nor any document, certificate, schedule, exhibit, or other information given or delivered to Purchaser pursuant to this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit a material fact necessary to make the statements contained in this Agreement or the matters disclosed in the related documents, certificates, schedules, information, or exhibits not misleading.

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that:

10.01 Purchaser has full power and authority to execute, deliver, and consummate this Agreement subject to the conditions to Closing set forth in this Agreement. All corporate acts, reports, and returns required to be filed by Purchaser with any government or regulatory agency with respect to this transaction have been or will be properly filed prior to the Closing Date. No provisions exist in any contract, document, or other instrument to which Purchaser is a party or by which Purchaser is bound that would be violated by consummation of the transactions contemplated by this Agreement.

ARTICLÉ 11

COVENANTS

Seller covenants with Purchaser that from and after the date of this Agreement until the Closing Date, Seller will:

Business Operations

11.01 Operate its business and conduct its activities in the normal course of business and not introduce any material new method of management, operation, or accounting.

Maintenance of Assets and Properties

11.02 Maintain all tangible assets and properties of Seller in as good a state of operating condition and repair as they are on the date of this Agreement, except for ordinary depreciation, wear, and tear.

Absence of Liens

11.03 Not sell, pledge, lease, mortgage, encumber, dispose of, or agree to do any of these acts regarding any of the assets or properties of Seller, other than in the normal course of business, without the prior written approval of Purchaser. There shall be no limitations on Seller's ability or obligation to provide continuous and adequate service to all qualified service applicants within its certificated service area before Closing. However, after the execution of this Agreement, Seller agrees not to provide service to new applicants requesting service outside Seller's certificated service area without Purchaser's prior consent:

Preservation of Business

11.04 Use its best efforts to preserve intact its organization and personnel and to keep available the services of all of its employees, agents, independent contractors, and consultants commensurate with Seller's business requirements.

Preservation of Customer Relations

11.05 Use its best efforts to preserve intact the present customers of Seller and the goodwill of all customers and others with respect to the business.

Maintain Insurance

11.06 Keep in force all policies of insurance covering the Seller's business, properties, and assets, including all insurance listed in this Agreement. Seller discloses herein that much of its insurance is maintained under joint policies with its identified affiliates.

Performance of Obligations

11.07 Perform all of its obligations and not make any material amendment to its obligations under all agreements relating to or affecting Seller's customers, business, properties, and assets.

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Notification of Litigation

11.08 Promptly notify Purchaser in writing of any outstanding or threatened claims, legal, administrative, or other proceedings, suits, investigations, inquiries, complaints, notices of violation, or other process; or other judgments, orders, directives, injunctions, or restrictions against or involving Seller or its personnel that could adversely affect Seller.

Access to Books and Records

11.09 Make available to Purchaser and its authorized agents and accountants for inspection at reasonable times and under reasonable circumstances the following items with respect to Seller: assets, properties, working papers, accounts receivable, customer lists, files, and memoranda of its public accountants and outside legal counsel for the purposes of making an accounting review, a legal audit, and investigation and examination of Seller as deemed desirable by Purchaser. Seller will use their best efforts to cause Seller's officers, employees, public accountants, and outside legal counsel to cooperate fully with Purchaser's examination and to make a full and complete disclosure to Purchaser of all facts regarding the financial condition and business operations of Seller.

Not Solicit

11.10 Not negotiate with any person or entity, or solicit or entertain any proposal concerning any acquisition in any form of Seller or Seller's property made the subject of this Agreement.

Resist Brokers

11.11 Assist and cooperate with Purchaser in resisting any claim of any broker, investment banker. or third party for any brokerage fee, finder's fee, or commission against Purchaser or Seller in connection with the transactions contemplated by this Agreement.

Payment of Liabilities and Waiver of Claims

- 11.12 Not do, or agree to do, any of the following acts:
 - (a) Pay any obligation or liability, fixed or contingent, other than current liabilities.
 - (b) Waive or compromise any right or claim.

Obtain Consents

11.13 As soon as reasonably practical after the execution of this Agreement and in any event before the Closing Date, obtain the written consents of all persons whose consents are necessary to consummate this transaction and furnish to Purchaser copies of the consents, Purchaser shall be obligated to prepare, file and prosecute at its expense the sale-transfer-merger application for TCEQ and PUC approval of this sale. Each party shall bear the expense of their own accountants, attorneys and engineer.

Provide UCC Clearances

11.14 Deliver to Purchaser a Business and Commerce Code search report issued by the Secretary of State in each state where Seller owns personal property and dated as of a date not more than thirty (30) days before the Closing Date. The report must indicate that there are no filings under the UCC on file with the Secretary of State that name Seller as debtor or otherwise indicate any lien on the assets and properties of Seller, except for the liens otherwise disclosed in this Agreement, all of which shall be released at or prior to Closing.

ARTICLE 12 CONDITIONS TO PURCHASER'S OBLIGATION TO CLOSE

The obligation of Purchaser to Close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Purchaser, be waived in writing by Purchaser) existing on the Closing Date, or such earlier date as the context may require.

Representations and Warranties

12.01 Each of the representations and warranties of Seller in this Agreement, the disclosures contained in the Exhibits to this Agreement, and all other information delivered under this Agreement shall be true in all material respects at and as of the Closing Date as though each representation, warranty, and disclosure were made and delivered at and as of the Closing Date.

Compliance With Conditions

12.02 Seller shall comply with and perform all agreements, covenants, and conditions in this Agreement required to be performed and complied with by Seller. All requisite action (corporate and other) that is necessary in order to consummate this Agreement shall be properly taken by Seller.

Suit or Proceeding

12.03 No suit or proceeding, legal or administrative, relating to any of the transactions contemplated by this Agreement shall be overtly threatened or commenced that, in the sole discretion of Purchaser and its counsel, would make it inadvisable for Purchaser to Close this transaction.

Government Approvals and Filings

12.04 All necessary government approvals and filings regarding this transaction shall be received or made prior to the Closing Date in substantially the form applied for to the sole satisfaction of Purchaser and its counsel. Any and all applicable statutory waiting periods for the approvals and filings shall be expired prior to Closing.

Corporate and Stockholder Action

12.05 If applicable all corporate and stockholder action necessary to consummate the transactions contemplated in this Agreement shall be properly taken by Seller. Purchaser shall receive copies of all appropriate resolutions of Seller's board of directors and shareholders relating to this Agreement. The resolutions shall be certified by their respective corporate secretaries.

Consents of Others

12.06 Purchaser shall receive written consents from all persons/entities whose consent is a prerequisite to the consummation of this Agreement in form and substance acceptable to Purchaser.

ARTICLE 13 SELLER'S OBLIGATIONS AFTER THE CLOSING

Preservation of Goodwill

13.01 From and after Closing, Seller will restrict its activities so that Purchaser's reasonable expectations with respect to the goodwill, business reputation, employee relations, and prospects connected with the assets and properties purchased under this Agreement will not be materially impaired.

Access to Records

13.02 From and after Closing, Seller shall allow Purchaser and its counsel, accountants, and other representatives access to records that are, after the Closing Date, in the custody or control of Seller and relevant to the future operation, permitting or ratemaking of the utility systems. Seller shall give access as Purchaser reasonably requires in order to comply with its obligations under law or when reasonably necessary for the business operations of Purchaser.

Post-Closing Customer Payments to Seller

13.03 In the event that Seller receives payment from any customer for water services provided after Closing, Seller shall not deposit such payments, but rather, shall immediately endorse all such payments payable to Purchaser and forward all such payments to Purchaser at Purchaser's address set out in Paragraph 15.02 hereinbelow. This obligation shall not apply to any moneys received for indebtedness from that customer arising before Closing.

ARTICLE 14 INDEMNIFICATION

Seller's General Covenant to Indemnify and Hold Harmless

14.01 Seller covenants and agrees to indemnify, defend, and hold harmless Purchaser from and against any and all claims, suits, losses, judgments, damages, and liabilities including any investigation, legal, and other expenses incurred in connection with any amount paid, in suit or settlement, within Purchaser's sole discretion, of any claim, action, suit, or proceeding (collectively called "Losses"), to which Purchaser may become subject, if such Losses arise out of or are based upon any facts and circumstances (or alleged facts and circumstances) (a) occurring prior to Closing, including but not limited to, debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses or costs or (b) that could result in or give rise to a misrepresentation, breach of warranty, or breach of covenant by Seller to Purchaser in this Agreement. The foregoing indemnification shall include, without limitation, attorney's fees and court costs incurred by Purchaser in connection with any of the foregoing.

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Purchaser's General Covenant to Indemnify and Hold Harmless

14.02 Purchaser covenants and agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, suits, losses, judgments, damages, and liabilities including any investigation, legal, and other expenses incurred in connection with any amount paid, in suit or settlement, within Seller's sole discretion, of any claim, action, suit, or proceeding (collectively called "Losses"), to which Seller may become subject, if such Losses arise out of or are based upon any facts and circumstances (or alleged facts and circumstances) (a) occurring after Closing, including but not limited to, debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses or costs or (b) that could result in or give rise to a misrepresentation, breach of warranty, or breach of covenant by Purchaser to Seller in this Agreement. The foregoing indemnification shall include, without limitation, attorney's fees and court costs incurred by Seller in connection with any of the foregoing.

Seller's Covenant to Indemnify and Hold Harmless Regarding Environmental Hazards and Property Condition

14.03 Seller hereby relieves and releases Purchaser from any and all causes of action, claims, demands, or liabilities, whether direct or indirect, relating to, or arising from the existence of toxic or hazardous waste or materials of any kind on the Property or arising from any use of the Property occurring before Closing. In addition, Seller hereby agrees to indemnify Purchaser and to hold Purchaser harmless from and against any and all costs, expenses, damages, liabilities or losses suffered or incurred by Purchaser as the result of the use, spill, disposal, manufacture, storage or release of any hazardous or toxic waste, substances, particles or materials by Seller, or its agents, contractors, employees, invitees, tenants, successors or assigns on or about the Property which occurred before Closing. The foregoing indemnification shall include, without limitation. (a) attorney's fees and court costs incurred by Purchaser in connection with any of the foregoing and (b) any costs or expenses assessed against or incurred by Purchaser as a result of any removal or remedial obligations imposed with respect to the Property under any applicable environmental laws. Such indemnification regarding Environmental Hazards and Property Conditions shall apply only to conditions existent at the time transfer of the property. In addition this indemnity shall in no way apply to anything contained in the water to be produced from the property prior to the date of transfer of the property. Purchaser agrees to rely on the prior analysis of raw and treated water samples as required by the TCEQ with regards to quality of the water being produced.

Purchaser's Covenant to Indemnify and Hold Harmless Regarding Environmental Hazards and Property Condition

14.04 Purchaser hereby relieves and releases Seller from any and all causes of action, claims, demands, or liabilities, whether direct or indirect, relating to, or arising from the existence of toxic or hazardous waste or materials of any kind on the Property or arising from any use of the Property occurring after Closing. In addition, Purchaser hereby agrees to indemnify Seller and to hold Seller harmless from and against any and all costs, expenses, damages, liabilities or losses suffered or incurred by Seller as the result of the use, spill, disposal, manufacture, storage or release of any hazardous or toxic waste, substances, particles or materials by Purchaser, or its agents, contractors, employees, invitees, tenants, successors or assigns on or about the Property which occurred after Closing. The foregoing indemnification shall include, without limitation. (a) attorney's fees and court costs incurred by Seller in connection with any of the foregoing and (b) any costs or expenses assessed against or incurred by Seller as a result of any removal or remedial obligations imposed with respect to the Property under any applicable environmental laws.

Interest

14.05 Any indemnification required of Seller under this Article 14 shall include interest on the amount of the indemnity from the time incurred to the date of payment at the lesser of (a) the prime rate charged by Chase Bank, Houston, Texas, or (b) six percent (6%) simple interest per annum.

Survivorship of Indemnification

14.06 All indemnification agreements set out within this Article 14 shall survive Closing.

No Election of Remedies

14.07 All indemnification agreements set out within this Article 14 are in addition to any other right available to Purchaser, including the right to sue Seller for a misrepresentation, breach of warranty, or breach of covenant under this Agreement.

ARTICLE 15 GENERAL PROVISIONS

Survival of Representations, Warranties, and Covenants

15.01. The representations, guaranties, indemnifications, warranties, covenants, and agreements of the parties contained in this Agreement, or contained in any writing delivered pursuant to this Agreement. shall survive the Closing, despite any inspections, examinations, or audits made on behalf of the parties hereto.

Notices

15.02. All notices that are required or that may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered personally or by registered or certified mail, return receipt requested, postage prepaid as follows:

If to Seller:

1330 Blue Bell Road

Houston, TX 77038-3012

If to Purchaser:

P. O. Box 279

New Waverly, TX 77358-0279

Assignment of Agreement

15.03. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Purchaser may not assign this Agreement without the prior written consent of Seller, except Purchaser may assign this Agreement to an affiliated business entity under the direct management and control of Shannon Marsh. If this contract is assigned by the named Purchaser, then the named Purchaser agrees that it will become an additional guarantor of Purchasers indebtedness.

Governing Law and Venue

15.04. This Agreement shall be construed and governed by the laws of the State of Texas. Venue over any civil causes arising hereunder shall be vested in the courts of Harris County. Texas. Venue over any administrative causes arising hereunder shall be vested in the TCEQ or PUC and the courts of Travis County, Texas.

Amendments; Waiver

15.05. This Agreement may be amended only in writing by the mutual consent of all of the parties. evidenced by all necessary and proper corporate authority. No waiver of any provision of this Agreement shall arise from any action or inaction of any party, except an instrument in writing expressly waiving the provision executed by the party entitled to the benefit of the provision.

Entire Agreement

15.06. This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement. On execution of this Agreement, all prior agreements or understandings between the parties shall be null and void.

Confidentiality

15.07 Purchaser and Seller acknowledge and understand that the negotiations leading up to this Agreement and the terms of this Agreement constitute confidential information and shall not disclose the terms of prior negotiations or of this Agreement to anyone other than the agents of Purchaser and Seller or as required by law to governmental entities, agencies or subpoena.

Application to TCEQ / PUC for Approval

15.08 Purchaser and Seller agree to immediately apply to TCEQ and PUC for approval of the conveyance of the assets and transfer of ownership of the Plants and Systems to Purchaser and to use their best efforts to assist each other in timely preparing and filing all necessary forms and documents which are required by TCEQ and PUC to obtain approval of this transaction.

Time of the Essence

15.09 Time is of the essence in this Agreement. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this Agreement falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Agreement Date

15.10 The Agreement Date of this Agreement for the purpose of performance of all obligations is the date the title company or other escrow agent receives this Agreement after all parties execute this Agreement.

ARTICLE 16 DEFAULT

Default by Purchaser

16.01 If Purchaser fails to comply with this Agreement, Purchaser is in default and Seller may terminate this Agreement and receive the Earnest Money as liquidated damages, as Seller's sole remedy, thereby releasing the parties from this Agreement.

Default by Seller

16.02 If Seller fails to comply with this Agreement, Seller is in default and Purchaser may (a) terminate this contract, in which case, the Earnest Money shall be released and refunded to Purchaser (b) enforce specific performance of this Agreement and/or (c) seek such other relief as may be provided by law or equity.

Dispute Resolution

16:03 The parties agree to promptly negotiate in good faith in an effort to resolve any dispute related to this Agreement that may arise. If the dispute cannot be resolved by negotiation, the parties agree to submit the dispute to mediation before resorting to arbitration or litigation, in which case the parties shall pay their own attorney's fees through mediation and equally share the costs of a mutually acceptable mediator. In the event that a suit, other than one filed solely for injunction, is filed prior to submission to mediation, then in such event, the party filing suit shall not be entitled to and forfeits any and all right to an award of attorney fees incurred as the result of such litigation. The terms and provisions of this paragraph shall survive Closing and/or termination of this Agreement. This paragraph does not preclude a party from seeking injunction relief from a court of competent jurisdiction.

Attorney's Fees

16.04 Subject to Paragraph 16.03, if Purchaser, Seller, or any escrow agent serving hereunder is a prevailing party in any legal proceeding brought under or in relation to this Agreement, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees, including attorney's fees related to mediation. The terms and provisions of this paragraph shall survive Closing and/or termination of this Agreement.

ARTICLE 17 ADDITIONAL NOTICES

- 17.01 Purchaser should have an abstract covering the Property examined by an attorney of Purchaser's selection, or Purchaser should be furnished with or obtain a title policy.
- 17.02 If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49. Texas Water Code, requires Seller to deliver and Purchaser to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district at Closing.
- 17.03 If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction ("ETJ") of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Purchaser should contact all municipalities located in the general proximity of the Property for further information.
- 17.04 Prior to execution of this Agreement, Seller and Purchaser have been notified of the transaction requirements of Texas Water Code, Subchapter H., Section 13.301 and have had the opportunity to review same with an attorney of their own independent selection.

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SIGNED on the 20th day of February, 2017.

SELLER: OAK HOLLOW UTILITY CO., INC.

1

By:

DAVID L. GILLEY, President

x 1,3

PURCHASER:

UTILITIES INVESTMENT COMPANY, INC.

By:

SHANNON MARSH, President

ESCROW RECEIPT

Escrow agent hereby acknowledges receipt of the contract and Earnest Money this the 21 day of FEBRUARY, 2017 ("Agreement Date")

TITLE COMPANY / ESCROW AGENT

 $\mathbf{R}_{\mathbf{V}}$

SHANLON GANBY

EXHIBIT "A"

The following real property together with all improvements and fixtures located thereon and all easements, rights of way, and improvements located within said easements, and rights of way in any way associated with the operation of such improvements and fixtures:

(a) Water Plant No. 1:

"A 2.0661 Acre Tract of Land marked as "WATER PLANT RESERVE, out of 'the plat of Oak Hollow Section I, a subdivision in the James Cooper survey, A-114, Waller County, Texas as shown on said plat recorded in Vol. 367, Page 906 of the Deed Records of Waller County, Texas"

To be further described by metes and bounds on any survey made of said property.

(b) Water Plant No. 2:

Being a 0.386 acre tract of land situated in the Daniel O'Boyle Survey, A-233, Waller County. Texas and being out of Restricted Reserve "A", Country Lane Estates Section Four a subdivision in Daniel O'Boyle Survey, A-233, the map or plat of which is recorded in Volume 591, Page 853 of the Official Records of Real Property of Waller County, Texas, said 0.386 acre tract of land being more particularly described by meets and bounds in that one and certain Warranty Deed dated July 25, 2007 by and between Stanley Development Company (as Grantor) and Oak Hollow Utility Co., Inc. (as Grantee), said Warranty Deed being recorded at Vol. 1063 Page 551 of the Real Property Records of Waller County, Texas.

EXHIBIT "B"

The assets made the subject of the foregoing Agreement are subject to the following liens, all of which shall be removed at or prior to Closing:

- 1 All liens and encumbrances set out on the title commitment.
- 2. It is unknown if title to Water Plant No. 1 resides in Seller. It is possible that title might reside in Stanley Development Company, a Texas corporation which is owned by the same owners as Seller. Seller will cause title to said property to be transferred to Seller prior to Closing.

106

Receipt

7695-WOODLANDS

3000 RESEARCH FOREST DR, STE 110

THE WOODLANDS, TX 77381

Receipt #: 769524492

File #: 7695-17-1105

Posted: 2/21/2017 1:14:21 PM

Printed: 2/21/2017 1:14:21 PM

By: Shannon P. Gandy

Method: Personal Check

Amount: \$10,000.00

Payer: Orchard Crossing Utilities

Note: EM / Woodforest National Bank / Check 11100

Memo: EM / Woodforest National Bank / Check 11100

Bank:

ABA:

Account #:

Item Amount

Deposit or earnest money \$10,000.00

Total: \$10,000.00

Issued By: Shannon P. Gandy

ORCHARD CROSSING UTILITIES P.O. BOX 279 NEW WAVERLY, TX 77358 (936) 344-8017	HOUST DALLA	ODFOREST NATIONAL ON THE WOOD LANDS SFORT WORTH SAN 35-846/1130	L BANK S CONROE N ANTONIO	S	11100))
PAY TO THE ORDER OF A Texas American Title Co.			i i	_ \$	**10,000.00	ires Details on back
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Texas American Title Co.		AND NOTICE! SHARMARY	- , }	,		es G
MEMÔ		5 (2)	AUT	HORIZED SIG	NATURE ;	投资性
Qak Hollow Utility Escrow			z zmrzeniazy			Ø.

ATTACHMENT "D" MOST RECENT INSPECTION REPORT

UTILITIES INVESTMENT COMPANY, INC.

Bryan W. Shaw, Ph.D., P.E., Chairman Taby Baker, Commissioner Zak Covar, Commissioner Richard A. Hyde, P.E., Executive Director



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

February 17, 2015

Protecting Texas by Reducing and Preventing Pollution

CERTIFIED MAIL # 7011 3500 0000 0287 6277 RETURN RECEIPT REQUESTED

Mr. David Gilley, President Oak Hollow Water Utilities 1330 Blue Bell Road Houston, Texas 77038-3012

Re:

Additional Compliance Documentation Needed for:

Oak Hollow Subdivision, 169 Dogwood Drive, Magnolia, Waller County, Texas

Regulated Entity No.: 102681756, TCEQ ID No.: 2370051,

Investigation No.: 1223882

Déar Mr. Gilley:

On February 09, 2015, the Texas Commission on Environmental Quality (TCEQ) Houston Region Office received compliance documentation that you submitted for the alleged violations noted during the investigation of the above-referenced facility conducted on October 16, 2014. The compliance documentation contained in your response appears to indicate that some of the problems documented during the investigation have been corrected. However, information is still needed for the outstanding alleged violations listed in the enclosed Summary of Investigation Findings. Please submit to our office by March 25, 2015, a written description of corrective actions taken and the required compliance documentation demonstrating that these remaining alleged violations have been resolved.

The Texas Commission on Environmental Quality appreciates your assistance in this matter and your compliance efforts to protect the State's environment. We look forward to receiving your response for the remaining alleged violations. Please note that the Legislature has granted TCEQ enforcement powers which we may exercise to ensure compliance with environmental regulatory requirements. If you or members of your staff have any questions, please feel free to contact Ms. Patricia Blackwell, in the Houston Region Office at (713) 767-3650.

Sincerely,

Leticia De Leon, Team Leader

Public Water Supply Houston Region Office

LD/PB/mar

Enclosure:

Summary of Investigation Findings

TCEQ Region 12 · 5425 Polk St., Ste H · Houston, Texas 77023-1452 · 713-767-3500 · Fax 713-767-3520

Summary of Investigation Findings

OAK HOLLOW SUBDIVISION

investigation #

169 DOGWOOD DR

1223882 Investigation Date: 02/08/2015

MAGNOLIA, WALLER COUNTY, TX 77355

Additional ID(s): 2370051

OUTSTANDING ALLEGED VIOLATION(S) ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 552148

Compliance Due Date: 03/25/2015

30 TAC Chapter 290.46(s)(2)(C)(I)

Alleged Violation:

Investigation: 1202595

Comment Date: 10/27/2014

Testing Equipment

Failure by the regulated entity to verify the accuracy of the manual disinfectant residual analyzer at least once every 90 days by calibrating it with chlorine solutions of a known concentration.

At the time of the investigation, the regulated entity did not have records to verify that the manual disinfectant residual analyzer accuracy had been verified at least once every 90 days. Investigation: 1223882 Comment Date: 02/09/2015

Testing Equipment

Failure by the regulated entity to verify the accuracy of the manual disinfectant residual analyzer at least once every 90 days by calibrating it with chlorine solutions of a known concentration.

At the time of the investigation, the regulated entity did not have records to verify that the manual disinfectant residual analyzer accuracy had been verified at least once every 90 days.

At the time of this investigation, documentation was not provided to indicate the manual disinfectant residual analyzer was verified for accuracy at least once every 90 days.

Recommended Corrective Action: Provide a copy of the records indicating that the manual disinfectant residual analyer accuracy was verified at least once every 90 days to verify compliance.

Track No: 552151

Compilance Due Date: 03/25/2015

30 TAC Chapter 290.46(m)(1)(A) 30 TAC Chapter 290.46(m)(1)(B)

Alleged Violation:

Investigation: 1202595

Comment Date: 10/27/2014

Design and Construction of Storage Tanks

Failure to conduct an inspection of the interior of both the ground storage tank and the pressure tank at least once every five years, to determine that the vents are in place and properly screened, the roof hatches closed and locked, flap valves and gaskets provide adequate protection against insects, rodents, and other vermin, and that the interior and exterior coating systems are continuing to provide adequate protection to all metal surfaces, and that the tank remains in a watertight condition.

At the time of the investigation, there were no records to indicate that the interior of the ground storage tank and the pressure tank had been inspected within the last five years.

Summary of investigation Findings

the page 1 of 4

Page 1 of 4

The page 1 of 4 Page 1 of 4

Page 1 of 4

Page 1 of 4

Page 1 of 4

Page 1 of 4

Investigation: 1223882

Comment Date: 02/09/2015

Design and Construction of Storage Tanks

Failure to conduct an inspection of the Interior of both the ground storage tank and the pressure tank at least once every five years, to determine that the vents are in place and properly screened, the roof hatches closed and locked, flap valves and gaskets provide adequate protection against insects, rodents, and other vermin, and that the interior and exterior coating systems are continuing to provide adequate protection to all metal surfaces, and that the tank remains in a waterlight condition.

At the time of the investigation, there were no records to indicate that the interior of the ground storage tank and the pressure tank had been inspected within the last five years.

As of this date, there has been no documentation submitted to TCEQ to verify that the interior of the ground storage tank and the pressure tank has been inspected within the last five years.

Recommended Corrective Action: Provide a copy of the interior inspection of the ground storage tanks and the pressure tanks to verify compliance.

Track No: 552156

Compliance Due Date: 03/25/2015

30 TAC Chapter 290.42(e)(4)(C)

Alleged Violation:

Investigation: 1202595

Comment Date: 10/27/2014

Distriection

Fallure to provide the chlorination room with both high level and floor level screened vents. If the room contains more than one operating 150 pound cylinder of chlorine, a fan which is located at and draws air in through the top vent and discharges to the outside atmosphere through the floor level vent must be provided, with the fan switch located outside the enclosure

∜At the time of the investigation, there was no fan in the chlorination room at plant #1 and the fan at plant #2 was inoperable.

Investigation: 1223882

Comment Date: 02/09/2015

Disinfection

Failure to provide the chlorination room with both high level and floor level screened vents. If the room contains more than one operating 150 pound cylinder of chlorine, a fan which is located at and draws air in through the top vent and discharges to the outside atmosphere through the floor level vent must be provided, with the fan switch located outside the enclosure.

At the time of the investigation, there was no fan in the chlorination room at plant #1 and the fan at plant #2 was inoperable.

At the time of this investigation, there was no documentation to indicate the fans in plant #1 and plant #2 in the chlorination room were repaired or replaced.

Recommended Corrective Action: Provide a photograph or a copy of a work order indicating that a fan was installed at plant #1 and the fan at plant #2 has been repaired to verify compliance.

ALLEGED VIOLATION(S) NOTED AND RESOLVED ASSOCIATED TO A NOTICE OF VIOLATION

Track No: 552149

30 TAC Chapter 290.42(I)

my my

Summary of investigation Findings

Page 2 of 4

Alleged Violation:

Investigation: 1202595

Comment Date: 10/27/2014

Plant Operations Manual

Failure to compile and maintain, a current, and thorough plant operations manual for operator review and reference. This manual should be of sufficient detail to provide the operator with routine maintenance and repair procedure as well as provide telephone numbers of water system personnel, system officials, and local/state/federal agencies to be contacted in the event of an emergency.

At the time of the investigation the regulated entity did not have a plant operations manual, investigation: 1223882 Comment Date: 02/09/2018

Plant Operations Manual

Failure to compile and maintain, a current, and thorough plant operations manual for operator review and reference. This manual should be of sufficient detail to provide the operator with routine maintenance and repair procedure as well as provide telephone numbers of water system personnel, system officials, and local/stata/federal agencies to be contacted in the event of an emergency.

At the time of the investigation the regulated entity did not have a plant operations manual.

As of this date, a current, and thorough plant operations manual was provided via email to TCEQ.

Recommended Corrective Action: Provide a copy of the plant operations manual to verify compliance.

Resolution: On 11/04/2014 a current, and thorough plant operations manual was emailed to TCEQ to verify compliance.

resolvet

Track No: 552153

30 TAC Chapter 290.46(s)(1)

Alleged Violation:

Investigation: 1202595

Comment Date: 10/27/2014

Testing Equipment

Failure by the regulated entity to calibrate the well meters required by 30 TAC 290.41(c)(3)(N) according to the manufacturer's specifications at least once every three years.

At the time of the investigation, the regulated entity did not have records indicating that the well meters had been calibrated at least once every three years:

Investigation: 1223882

Comment Date: 02/09/2015

Testing Equipment

Failure by the regulated entity to calibrate the well meters required by 30 TAC 290.41(c)(3)(N) according to the manufacturer's specifications at least once every three years.

At the time of the investigation, the regulated entity did not have records indicating that the well meters had been calibrated at least once every three years.

At the time of this investigaglion, a copy of the well meter calibration report had been sent to TCEQ via email.

Recommended Corrective Action: Provide a copy of the well meter calibration report for each of the meters to verify compliance.

Resolution: On 11/04/2014, a copy of the well meter calibration report was submitted to TCEQ via email to verify compliance.

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Summary of Investigation Findings

Page 3 of 4

Track No: 552157

30 TAC Chapter 290.43(c)(3)

Alleged Violation:

investigation: 1202595 Comment Date: 10/27/2014

Design and Construction of Storage Tanks

Fallure to provide the overflow pipe on the ground storage tanks with a gravity-hinged and weighted cover. The cover must seat properly with a gap of not more than 1/16 inch.

At the time of the investigation, the ground storage tanks were not provided with a gravity-hinged and weighted cover.

Investigation: 1223882 Comment Date: 02/09/2015

Design and Construction of Storage Tanks

Failure to provide the overflow pipe on the ground storage tanks with a gravity-hinged and weighted cover. The cover must seat properly with a gap of not more than 1/16 inch.

At the time of the investigation, the ground storage tanks were not provided with a gravity-hinged and weighted cover.

At the time of this investigation, a photograph was sent to TCEQ via email indicating that the gravity-hinged and weighted cover was replaced at plant #2.

Recommended Corrective Action: Provide photographs or a copy of the work order indicating that a gravity-hinge cover has been placed on the overflow of each of the ground storage tanks to verify compliance.

Resolution: On 11/04/2014, a photograph of the replaced gravity-hinged and weighted cover was recieved by TCEQ via email.

OAK HOLLOW UTILITY COMPANY, INC.

1930 BLUE BELL HOUSTON, TEXAS 77038

TELECOPY (281) 447-3657 TELECOPY (281) 447-0840 dailley@blubbeltvillage.com

March 20, 2015

By Certified Mail Return Receipt Request #

Texas Commission on Environmental Quality Region 12 5425 Polk Avenue Suite H Houston, Texas 77023-1452

Attention:

Leticia De Leon, Team Leader

Public Water Supply Houston Region Office

Re:

Compliance Evaluation Investigation of Water Systems in Oak Hollow Subdivision owned by Oak Hollow Utility Company, Regulated Entity No. 102681756, TCEQ ID No. 2370051, Investigation No. 1223882

Dear Ms. De Leon:

I am writing in response to your letter of February 17, 2015 concerning the additional compliance Documentation needed for investigation of the above referenced facility on October 16, 2014. I have attached a copy of your letter. Attached is the additional compliance required as follows:

Track No. 552148 (Failure by the regulated entity to verify the accuracy of the manual disinfectant residual analyzer at least once every 90 days by calibrating it with chlorine solutions of a known concentration... and ... failure to maintain records to verify that the manual disinfectant residual analyzer accuracy has been verified at least once every 90 days). In response to this finding we purchased a Hach Spec Color STD test kit. Copies of the invoice, our P.O. and check are attached. Our operator, Ron Mason is now keeping a log of the tests to verify the accuracy of the disinfectant residual analyzer. A copy of the log is attached hereto.

Track No. 552151 (Failure to conduct an inspection of the interior of both the ground storage tank and the pressure tank at least once every five yearNo evidence that such inspection had occurred in the past five years) Attached is a copy of a Exterior Inspection performed by Ron Mason and an Interior inspection conducted by Preventive Services, LP of both the ground storage tanks and pressure tanks at both well locations.

Hach Pocket Colorimeter I I verification of standards

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DATE: 10/22/2014

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\$ BLUE BELL UTILITY 24746 FM 1488 RD W P MAGNOLIA, TX 77355-1633 United States

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POTABLE WATER STORAGE TANK Inspection Form

"Section 290.46(p)(1)(2)) of the Texas Natural Resource Conservation Commission's Rules and Regulations for Public Water Systems requires documentation of annual ground, elevated and pressure, stolege tank maintenance inspections."

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<u> </u>		, <u> </u>	Exterior Of Tank
ок.	Problem	NA	Description
U			Foundation: secting, cracks, deterioration
1			Protective Coating: rust, ditting, cortosion, leaks
	***************************************		Water Level Indicator: operable, cable access opening protected
1	<u>.</u>	<u> </u>	Overflow Fipe: flap valve cover accessible, operable, sealed
i.	y		Access Ladder: loose bolts or rungs
			Roaf: low spots for ponding water, holes along seams, rust
1	b	, ·	Air Vents: proper design, screened, sealed edges and seams
	· · · · · · · · · · · · · · · · · · ·	<u> </u>	Cathodic Protection Anode Plates: secured and sealed
)	Roof Hatch: proper design, locked, hinge bolts secured, gasket
4			Pressure Tank Operational Status: pressure release device, pressure çauge, air-water volume device
		*	Interior of Tank
о.к.	Problem	NA	Description
			Water Quality: insects, floating debris, sediment on the bottom
1/		<u>-</u>	Protective Coating: rust, corrosion, scaling
Date:	2007-	Neu	Last Inspection of Pressure Tank Interior
,			Comments
			1 .
<u> </u>			
Name of	Inspector:	La	nine Main
Date of 1	nspection:	·	nine Man. 3-12-15

POTABLE WATER STORAGE TANK Inspection Form ,

"Section 290.46(p)(1)(2)) of the Texas Natural Resource Conservation Commission's Rules and Regulations for Public Water Systems requires documentation of annual ground, elevated and pressure storage tank maintenance inspections."

Location:	16.5 D	BE Ilm	ed de Mainslin TV 77 355
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		,	Exterior Of Tank
о.к.	Problem	NΑ	Description
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1/			Protective Coating: rust, pitting, corrosion, leaks
W			Water Level Indicator: operable, cable access opening protected
1/	APA - B. C. Maria - L. C. B. C.		Overflow Pipe: flap valve cover accessible, operable, sealed
	· · · · · · · · · · · · · · · · · · ·		Access Ladder: loose bolts or rungs
1			Roof: Icw spots for pending water, holes along seams, rust
<i>e</i> .	· · · · · · · · · · · · · · · · · · ·		Air Vents: proper design, screened, sealed edges and seams
1	~ ,~~		Cathodic Protection Anode Plates: secured and sealed
			Roof Hatch: proper design, locked, hinge bolts secured, gasket
•	V2		Pressure Tank Operational Status: pressure release device, pressure gauge.
,		· ·	Interior of Tank
a.ĸ.	Problem	NA	Description
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		<u> </u>	Protective Costing: rust, corrosion, scaling
Date:	6-0	9	Last Inspection of Pressure Tank Interior
-			Comments
Name of	laspector:	Rose	12-15
Date of I	nspection:	3 -	12-15

7/ O Box (405 Sorn) Texas 7723-1550 Photo (231) 374 7347 Fax (281) 376/794

March 18, 2015

Mr. Roo Mason Oak Hollow Utility Company, inc. 24746 F.M. 1488 Magnolia, TX: 77355

RE: EVALUATION OF CAK HOLLOW BOLTED GROUND STORAGE TANK AND HYDROPNEUMATIC TANK AT WATER PLANT NO. 2

Dear Mr. Mason.

Attached you will find a copy of the evaluation report prepared by Preventive Services, LP for the above referenced tanks

if we can be of any further assistance to you, or if you have any additional questions, blease feel free to call

'Sincerely,

Kevin L. Cuilins, Managing Member EVALUATION OF
OAK HOLLOW

BOLTED GROUND STORAGE TANK
AND
HYDROPNEUMATIC TANK
AT WATER PLANT NO. 2

OPERATOR:

OAK HOLLOW UTILITY COMPANY, INC.

INSPECTION PERFORMED BY:
PREVENTIVE SERVICES, LP

MARCH, 2015

P. C. Sc. 1949 Spring, Texas 17363-1966 Phone (281) 374-7043 Fax (281) 374-705

March 18, 2015

Mr. Řon Mason Oak Hollow Utility Company, Inc. 24746 F.M. 1488 Magnolia, TX. 77355

RE: EVALUATION OF OAK HOLLOW BOLTED GROUND STORAGE TANK AND HYDROPNEUMATIC TANK AT WATER PLANT NO. 1

Dear Mr. Mason,

Attached you will find a copy of the evaluation report prepared by Preventive Services, LP for the above referenced tanks.

If we can be of any further assistance to you, or if you have any additional questions, please feel filee to call.

Sincerely,

Kevin L. Cullins. Managing Member

EVALUATION OF OAK HOLLOW BOLTED GROUND STORAGE TANK AND HYDROPNEUMATIC TANK AT WATER PLANT NO. 7

OPERATOR:
OAK HOLLOW UTILITY COMPANY, INC.

INSPECTION PERFORMED BY:
PREVENTIVE SERVICES, LP

MARCH, 2015

BOLTED GROUND STORAGE TANK

OWNER:

Oak Hollow

ADDRESS: c/o Oak Horlow Utility Company, Inc.

24746 P.M. 1488

Magnosa, TX 77355

ATTENTION:

Mr Ron Mason

REPORT OF:

Soited Ground Storage Tank

DATE OF INSPECTION:

March 12, 2015

OVERVIEW

Preventive Services, LP was authorized to perform an evaluation to determine the coating integrity of the bolted ground storage tank. The tank is presently in service at Oak Hollow Water Plant No. 1. The inspection was performed on March 12, 2016 and was made by visual inspection of the exterior and interior from the roof fiator, while the tank was in service.

PRESENT CONDITION OF THE GROUND STORAGE TANK

Tank Exterior

The exterior galvanized protective coating system is in acceptable condition. Overall views of the tank exterior can be seen in photos 1 and 2. The galvanized coating is continuing to act as a defense against corrosion in most areas. The base of the tank and foundation are shown in photo 3 in good condition. Overall views of the roof of the tank are shown in photos 4 and 5. An area of surface rust on the roof is shown in photo 6. The surface water connection is shown in photo 7 in acceptable condition. The roof vent is shown in photo 8. The screen is continuing to provide adequate protection against insects, redents, vermin and other intrusions into the tank. The dark areas on the roof of the tank are caused from rust bleeding from within the roof vent. Photo 9 shows the roof hatch with no major defects. The sidewall clean-out is in acceptable condition as shown in photo 10. Photo 11 shows the overflow pipe and flap with surface rust. The exterior ladder and safety cage are also shown in photo 11 in acceptable condition.

Tank interior

Structurally, this tank was judged to be in acceptable condition. The galvanize/epoxy continues to provide protection against corrosion in the areas above the waterline accessible for inspection. Photo 12 through 14 shows the condition of the center pier support column, roof plates and roof rafters. These were no major defects noted in the roof components. Typical rafter attachment areas appear to be in the same condition. Oversit views of the sidewalf areas above the waterline are shown in photos 17 and 18. The dark areas depict staining of the wall surfaces. No major defects were noted in the sidewalf areas above the waterline. The area below the waterline was not within the scope of this inspection. The interior izeder is shown in photo 15 with staining on the rungs.

III. RECOMMENDATIONS

The exterior galvance quating is in acceptable condition and no corrective action is required at this time. The interior protective ocating above the waterline is in acceptable condition, and requires no corrective action at this time. The area below the waterline was not within the scope of this evaluation in it would be recommended that the Owner elect to continue a preventive maintenance program.

Name of insceptor | Kevin i | Cultins

POTABLE WATER STORAGE TANK Inspection Form

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••			VIS REQUIPED AT THIS TIME OR REPLACE THE TANK WAS A NEW LASME! CODE VESSEL.

HYDROPNEUMATIC TANK

OWNER: Oak Hollow

ADDRESS: C/o Oak Hôllow Utility Company, Inc.

247461F.M 1488 Magricka, TX 77355

ATTENTION: Mr Ron Mason

REPORT OF: Hydropheumatic Tank Ultrasonic / Visual

DATE OF INSPECTION: Warch 12, 2015

SIZE OF TANK: 20' Long x 8' Dismeter

MANWAYS: 11" x 15" Elliptica:

NAMEPLATE INFORMATION: Acine Weiting & Fab., inc.

Date Mig. 3-21-64 Job No. 7-24284 Head Thickness wis Shell Thickness Wi Capachy 8,000 gallons

EXTERIOR APPEARANCE:

The exterior projective costing system is in the initial to advanced stages of deterioration. Photo I through 5 shows overall views of the tank's length and end caps. The projective costing has chalked and is no longer self-cleaning. Photo 6 shows areas of surface rust on the roof of the tank. Surface rust was noted in several areas on the tank exterior. A support seddle is shown in photo 7 in acceptable condition. The occess manway cover is shown in photo 6 with he major defects.

INTERIOR APPEARANCE:

An available of the interior coating system was not in the scope of this inspection. The interior was inspected in 2009

ULTRASONIC TESTING:

The ultrasonic readings taken indicate an average head thickness of 5/16' and an average shell thickness of 1/4'. There were readings that indicate major loss of base meta. Please see field record.

RECOMMENDATIONS:

The exterior protective coating system is in the initial to advanced stages of peterioration. The interior protective coating system was not within the scope of this evaluation; however in 2009 the coating was found to have failed completely. It is our recommendation that the Owner inspect the interior or replace the tank with a new "ASME" approvau code vessel. We also recommend that a regular preventive maintenance program be continued to prevent major repairs in the future.

. Preventivé Services, LP

P.O. Scul 1969 Spring, Téxes 17383 Phone (281) 374-7042

Fav (231 /374-7541

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BOLTED GROUND STORAGE TANK

OWNER: Oak Hollow,

ADDRESS: c/o Oak Hollow Utility Company, inc

, 24746 F.M. 1488 - Magnolia, TX, 77356

ATTENTION: Mr. F

Mr. Ron Mason

REPORT OF:

Baited Ground Storage Tank

DATE OF INSPECTION:

March 12, 2015

OVERVIEW

Preventive Services, LP was authorized to perform an evaluation to determine the coating integrity of the bolted ground storage tank. The tank is presently in service at Oak Hotlow Water Plant No. 2. The inspection was performed on March 12, 2015 and was made by visual inspection of the exterior and interior from the roof hatch while the tank was in service.

II. PRESENT CONDITION OF THE GROUND STORAGE TANK

Tank Exterior

The exterior galvanized protective coating system is in good condition and continues to provide protection against corresion in most areas. Overall views of the tank exterior can be seen in photos 1 and 2. The base of the tank and foundation are shown in photos 3 in good condition. Overall views of the roof of the tank are shown in photos 4 and 5. No major defects were noted on the roof of the tank. Photo 6 shows the roof vent in acceptable condition. The screen is continuing to provide adequate protection against insects, rodents, vermin and other intrusions into the tank. The dark areas on the roof of the tank are caused from rust bleeding from within the roof vent. Photo 7 shows the roof hatch in

good condition. The sidewall clean-out is also in good condition as shown in photo 8. Photo 9 shows the overflow pipe and flap and they appear to be operating properly.

Tank Interior

Structurally, this tank was judged to be in good condition with a galvanized protective coating that continues to provide protection against corrosion in the areas above the waterline accessible for inspection. Photo 10 through 12 shows the condition of the center pier support column, roof plates and roof rafters. There were no major defects noted in the roof components. Typical rafter attachment areas are shown in photos 13 and 14 in good condition. All the attachment areas appear to be in the same condition. Overall views of the sidewall areas above the waterline are shown in photos 15 through 17. The dark areas depict staining of the wall surfaces. No major defects were noted in the sidewall areas above the waterline. The area below the waterline was not within the scope of this inspection. The interior ladder is shown in photo 18 with staining on the rungs.

III. RECOMMENDATIONS

The exterior galvanize coating is in good condition and no corrective action is required at this time. The interior protective coating above the waterline is in good condition and requires no corrective action at this time. The area below the waterline was not within the scope of this evaluation. It would be recommended that the Owner elect to continue a preventive maintenance program.

POTABLE WATER STORAGE TANK Inspection Form

"Section 290 46 (p. 17 (12) of the TOEO Rules and Regulations for Public Braier Systems (sources discimentation of annual ground steveres and pressure autrage fank maintenance ioxpactions "

Location: OAK HOLLOW WATER PLANTING 2	
Description: BOLTED GROUND STORAGE TANK	
Date & Material of Exterior Coating System: UNKNOWN / GALVANIZED	
Deta & Material of Interior Conting System UNKNOWN / GAL VANIZED	
EXTERIOR OF TANK	•

¢κ	Problem	NA.	Description:
Χ			
Χ			Protective Coeting: rus: pitting, corresion, lesks
Х	·		: !Water Level Indicator, lope/spile, cable access opening profécted
X			Cyerflow Pipe I flab varve cover accessible, operable isealed
Х	,		Access Ladder Toosa ooks of rugs
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V		· · · · · · · · · · · · · · · · · · ·	

Χ			(Air Vents: proper design, screener, sealed agges and seans
		X	Cathodic Protection Anode Plates, secured and seared
Х			Roof Hatch, bioger design, locked, hinge boits secured, gasket
Х		45-615-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0	Prossure Tank Operational Status; pressure ralease device, preseure gauge, en- water volume device
	7		INTERIOR OF TANK
OK.	Problem	NA.	Description
Х			Water Duality: Insects, floating debris, self-ment on the boltoin

DK.	Problem	M/A	Description	_
Х			PMater Duality: Insepta, floating debris, sedyneri on the bottom	
χ			Protective Costing: rust, comosión, sealing	7
ULTRASO Date: 3/13	NIC INSPEC		Lost inspection of Pressure Tank Interior	

	viments
GST- NO CORRECTIVE ACTION IS REQUIRED AT TH	-ISTIME.
HPT- INSPECT THE INTERIOR IF NOT COMPLETED.	IN THE LAST 5 YEARS
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HYDROPNEUMATIC TANK

OWNER: Oak Hollow

ADDRESS: Cro Oak Hollow Utility Company, inc.

24746 P.M. 1488 Magnolia, TX, 77355

ATTENTION: Mr Ron Mason

REPORT OF: Hydropheumatic Tenk Ultrasonic / Visual

DATE OF INSPECTION: March 12, 2015

SIZE OF TANK: 30" Long x 8 Diameter

MANWAYS: 101 x 151 Elliptical and 141 x 181 Elliptical

NAMEPLATE INFORMATION: Acme Weiding & Fab , Inc.

MAWP 75 PSI @ 100°F MDMT +20°F @ 75 PSI

Ser# PV2570908 Year Built 2007

EXTERIOR APPEARANCE:

The exterior protective costing system is in the initial stages of deterioration. Photo 1 through 4 shows overall views of the tank's length and end caps. The protective coating has chalked and is no longer self-creating. A support saddle is shown in photo 6 in acceptable condition. The access manway covers are shown in photos 6 and 7 with no major detects.

INTERIOR APPEARANCE:

An évaluation of the interior coating system was not in the scope of this inspection.

ULTRASONIC TESTING:

The utrasonic readings taken indicate an average head thickness of 2/8" and an

average shell thickness of 3/8". There were no readings that indicate a loss of pase metal. Please see field record.

RECOMMENDATIONS:

The exterior protective coating system is in the initial stages of deterioration. The protective coating nash chalked and is no longer self-cleaning. The interior protective coating system was not within the scope of this evaluation it is recommended to inspect the interior if not completed in the last 5 years. We also recommend that a regular preventive maintenance program be continued to prevent major repairs in the future.

Preventive Services, LP

P.C. Box 1989 Spring Texas 77383 Proha (281) 374-7042 hax (281) 374-7841

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SPLIT VIEW

NAME OF TANK! DAK HOLLOW LOCATION: DIAMEYER `S!ZE: NAME PLATE INFORMATION: ACME WELDING & FAB. INC MAWP 75 PSI @ 1101F MDMT +2017 @ 75 PSI SER # PV7570908 YEAR SUILT 2007 ASME CODE VESSEL: MANWAYS: ATICALIANO 1-14"X18" ELLIPTOAL DATE OF INSPECTION: 2-Ma(-15 AVERAGE HEAD THICKNESS: 3∤3 3/2° AVERAGE SHELL THICKNESS:

NOTES: INSPECT THE INTERESPENT OF COMPUSION WEIGHT THE LART SYERAS

Texas Vargas Electrical Contractors, LLC 25180 Oak Hollow Blvd - Hockley Texas 77447 TECL# 30561 936.333.1386 - Texas Vargas Electric@graall.com

SERVICE CALL invoice No. Date: 2 / 23 / 15

Sontact: KON Name: ORK HOLKWUTTITY CO Add: 1330 BUE BELL KOND	Contact: Name: CAR Hollace UT (TT) CC
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rvice Call: (Includes travel time to & from job site) A. Regular time	
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C. Any day between 6:00pm & 11:00 pm	\$ 65 = 5
D. Any day between 11:00pm & 8:00 am	\$.85 \(\frac{1}{2} \)
bor Rates per each 1/2 hour unit or part thereof: A. Regular time	Service of the servic
B. Sundays & Holfdays	5 45 Ea x units = \$ 112
C. Any day between 6:00pm & 11:00 pm	5 45 Ea x units = S
D. Any day between 11:00pm & 8:00 am	\$ 55 Ea x units = \$
E. 3 hours & over quoted at	\$ P/hr x hours = \$ 1 70 100
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Please Pay \$ 297.68	Material & Direct Job Expenses (b) \$ (200)
Customer's	s Acceptance of Mark
DV acknowledge the satisfactors completion of the sound.	described herein. Lagree to pay all of the contractor's costs related to the Patching, painting, and site restoration, if required, shall be done by others
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Customer Signature: Li Citic Life	Pare:
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16741 NORTH FREEWAY HOUSTON, TX 77090-5105 www.grainger.com

Ship to information is listed below in the description section

MDG2015 00000935 1 AT 0406

SLUE BELL BUILDERS 1330 BLUE BELL RD HOUSTON, TX 77038-3012 PAGE 1 OF 1

(O)RIJGHNZALIHUNIYOFIGIA

GRAINGER ACCOUNT NUMBER INVOICE NUMBER INVOICE DATE DUE DATE AMOUNT DUE

815537451 9654861427 02/02/2015 03/04/2015 554.81

PO NUMBER. CALLER DEE DEE ENGLAND
CUSTOMER PHONE: (281) 647-5580
DRDER NUMBER: 1227306191 INCO TERMS:

1728 FOB CRIGIN

Interested in receiving invoices via email? Sign up for paperless invoicing at: www.grainger.com/paperlessinvoicing

THANK YOU!

FEI NUMBER 36-1150245 .*

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACQUIRT CALL 1-800-472-4643

PO ITE	Щ#		DESCRIPTION		QUANTITY	UNIT PRICE	TOTAL
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These items are sold for domestic consumption. If exported, purchaser assumed full responsibility for compliance with US export controls. Diversion contrary to US law problibited.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT, PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 554,81

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO: **BLUE BELL BUILDERS** 1330 BLUE BELL RD HOUSTON, TX 77038-3012

REMIT TO: GRAINGER DEPT. 815537451 P.O. BOX 419267 KANSAS CITY, MO 64141-6267

815597451965486142710000554811000422810000000100000015030400

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ACCOUNT NUMBER 815537451

DATE 02/02/2015 INVOICE NUMBER 9654861427

AMOUNT DUE 554,81

Ship to information is listed below in the description section

BILL TO

MDG2015 00000935 1 AT 0406

BLUE BELL BUILDERS 1330 BLUE BELL RD HOUSTON, TX 77038-3012

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GRAINGER ACCOUNT NUMBER INVOICE NUMBER INVOICE DATE DUE DATE AMOUNT DUE

815537451 9654861419 02/02/2015 03/04/2015 153,55

PO NUMBER: CALLER: CUSTOMER PHONE: ORDER NUMBER: INCO TERMS:

1728 DEE DEE ENGLAND (281) 447-5580 1227309191 FOR ORIGIN

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THANK YOU!

15! NUMBER 39:1150260

FOR ANY QUESTIONS ASOUT THIS INVOICE OR ACCOUNT CALL 1-890-472-4643

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PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT.

BILL TO: BLUE BELL BUILDERS 1330 BLUE BELL RO HOUSTON, TX 77038-3012 REMIT TO: GRAINGER DEPT. 815537451 P.O. BOX 419267 KANSAS CITY, MO 64141-6267

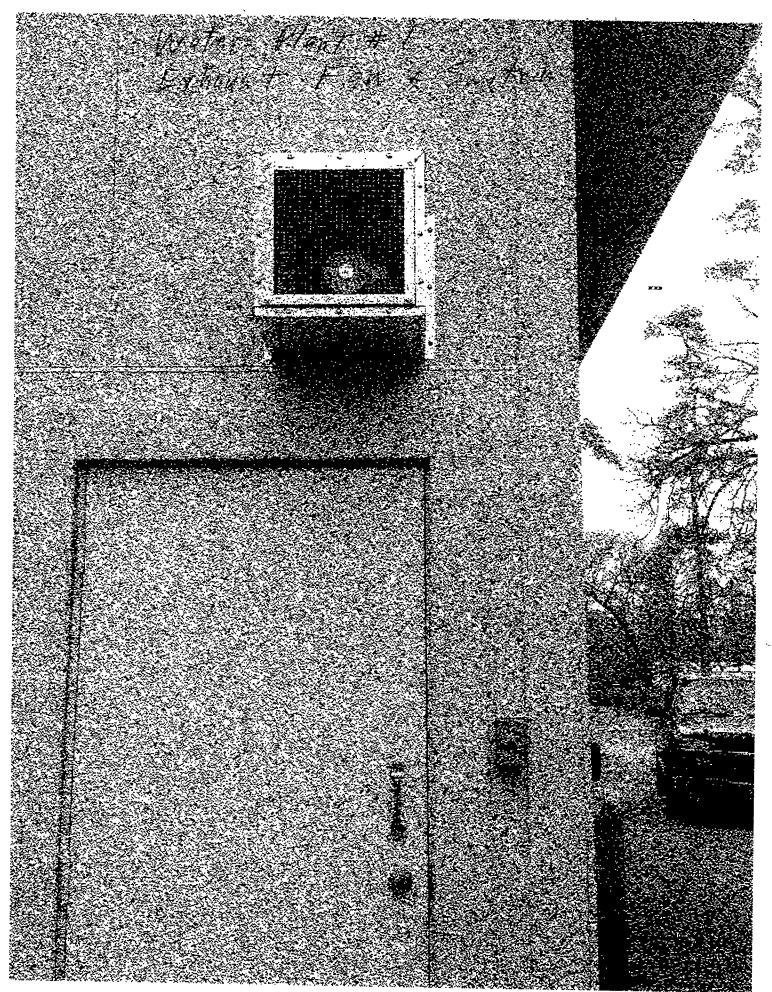
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ACCOUNT NUMBER 815537451

DATE 02/02/2015 INVOICE NUMBER 9654861419

AMOUNT DUE



Texas Vargas Electrical Contractors, LLC

25180 Oak Hollow Blvd - Hockley, Texas 77447

936:333.1386 . Texas Vargas Electric@gmail.com

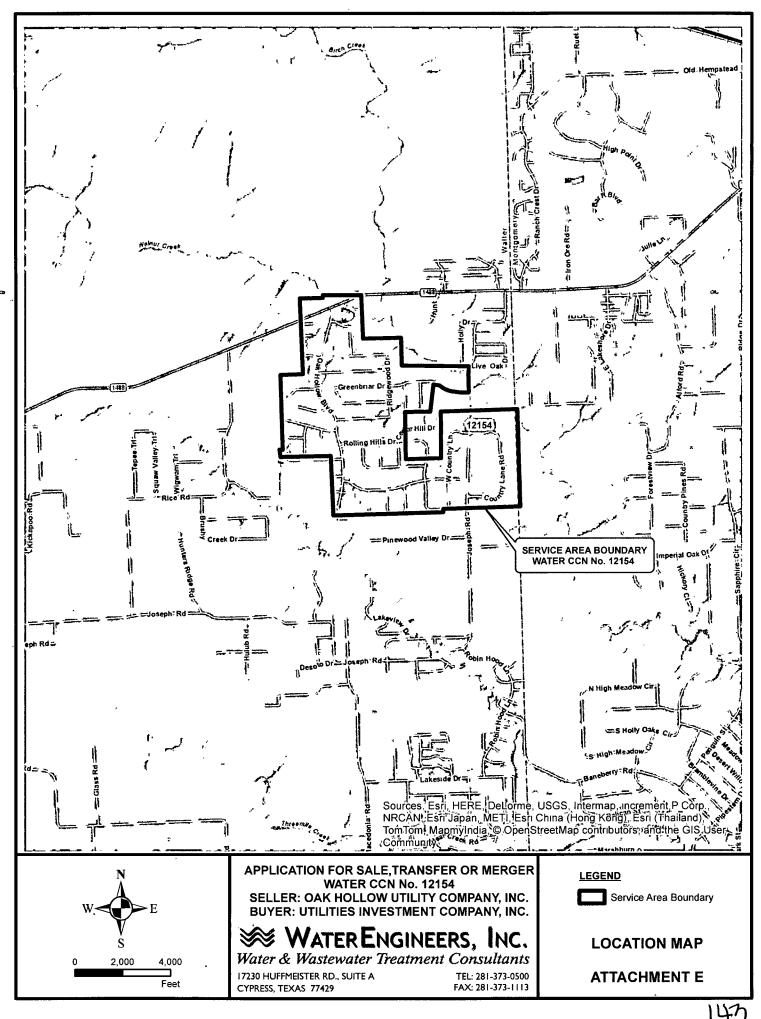
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C. Any day between 6:00pm & 11:00 pm			\$ 65	= \$	
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Water Plant # 7 2 New Switch

ATTACHMENT "E" LOCATION MAP

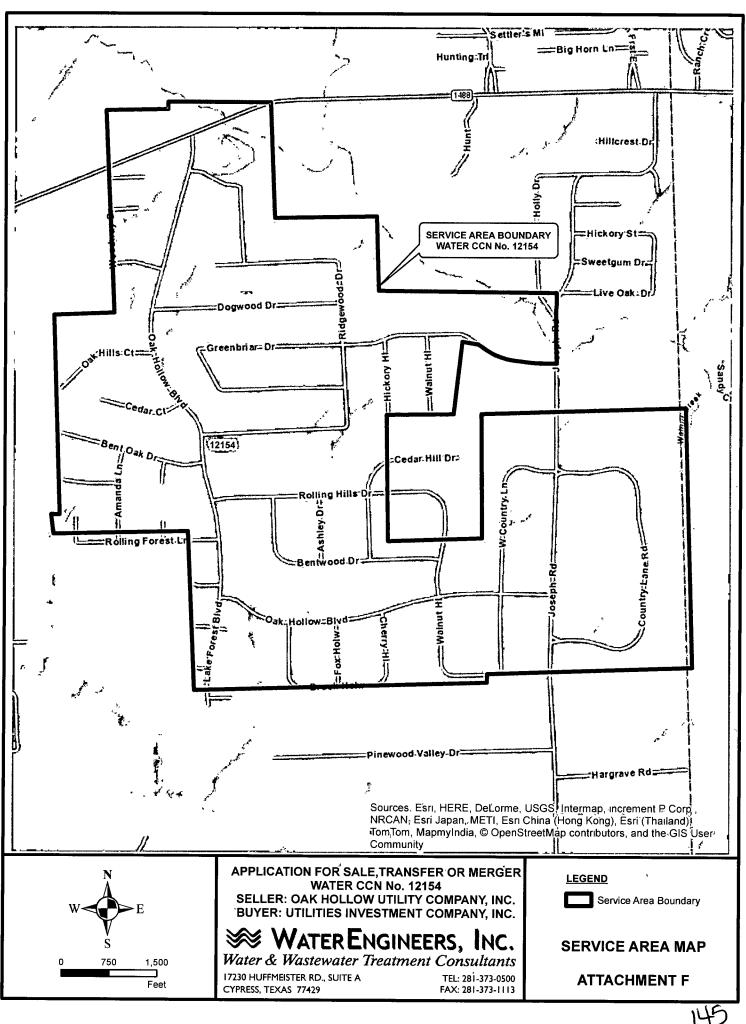
THE UTILITIES INVESTMENT COMPANY, INC.



ATTACHMENT "F"

SERVICE AREA MAP

THE UTILITIES INVESTMENT COMPANY, INC.



ATTACHMENT "G"

NEW WATER TARIFF

THE UTILITIES INVESTMENT COMPANY, INC.

WATER UTILITY TARIFF FOR

Utilities Investment Company, Inc. P.O. Box 279			
(Utility Name) (Business Address)			
New Waverly, TX 77358	281-590-4359		
(City, State, Zip Code)	(Area Code/Telephone)		
This tariff is effective for utility operations under the	following Certificate of Convenience and		
Necessity:	8		
12154			
This tariff is effective in the following county (ies): Waller	223		
This tariff is effective in the following cities or uninco	orporated towns (if any):		
This tariff is effective in the following subdivision or a Oak Hollow Subdivision			
This tariff is effective for the following public.water s 2370051	ystem numbers(s):		
The above utility lists the following sections of its tar- pages should be numbered consecutively):	iff (if additional pages are needed for a section, a		
TABLE OF C	CONTENTS		
SECTION 1.0 – RATE SCHEDULE	2		
SECTION 2.0 – SERVICE RULES AND POI	LICIES 4		
SECTION 3.0 – EXTENSION POLICY	13		
SECTION 4.0 – DROUGHT CONTINGENO	CY PLAN 19		
APPENDIX A – SAMPLE SERVICE AGREI	EMENT		
APPÉNDIX B – APPLICATION FOR SERV	TICE		

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size 5/8" or 3/4" 1" 1½ " 2" 3" 4"	\$ \$ \$1 \$1	Minimum Charge 26.56 (Includes 3000 gallons) 58.53 111.80 175.73 324.90	\$ 1.75	Gallonage Cha per 1000 gallons, 1st per 1000 gallons, next per 1000 gallons there PLUS er 1,000 gallons-BBGCI	after	gallons gallons	
* Bluebonnet	. Groundwat	644.55 ter Conservation District (Bl 1, 2010. Fees were excluded			,000 gallo	ons of water	
Cash THE UTILITY M	FORM OF PAYMENT: The utility will accept the following forms of payment: Cash X , Check X , Money Order X , Credit Card, Other (specify) The utility may require exact change for payments and may refuse to accept payments made using more than \$1.00 in small coins. A written receipt will be given for Cash payments.						
		SMENT					
Section 1:02	- Miscella	neous <u>Fees</u>					
TAP FEE TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.							
TAP FEE (Unique costs)							
	_	er) 'ILITY'S ACTUAL COST FOR MA					
METER RE	LOCATIO	N FEE <u>A</u>	actual Reloc	cation Cost, Not to Ex	ceed Taj	o Fee	

TCEQ-10330 (9/04) Page 2 of 32

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

SECTION 1.0 - RATE SCHEDULE (Continued)

METER TEST FEE	\$	25.00
THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGE METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THE ACCURATELY. THE FEE MAY NOT EXCEED \$25.		
RECONNECTION FEE		
THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED	TO A CUSTOMER WHO	HAS BEEN
DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LIS	STED UNDER SECTION :	2.0 OF THIS
TARIFF):	ŕ	
ΣCO ΔΩΣ (1.11 (1.0 ΔΩΣ (1.0))	ф	25.00
a) Non payment of bill (Maximum \$25.00)	\$	25.00
b) Customer's request that service be disconnected	\$	25.00
c)	\$	
TRANSFER FEE	\$	45.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NA WHEN THE SERVICE IS NOT DISCONNECTED	ME AT THE SAME SERV	ICE LOCATION
LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL) TCEQ RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQI BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN		
RETURNED CHECK CHARGE RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUME	\$. ENTABLE COST.	35.00
CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50) *	\$ _	50.00
COMMERCIAL & NON-RESIDENTIAL DEPOSIT 1/6TH	OF ESTIMATED ANNUA	L BILL
GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHA WHEN AUTHORIZED IN WRITING BY TCEQ AND AFTER NOTICE TO CUST		 MAY INCREASE
RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATE		
LINE EXTENSION AND CONSTRUCTION CHARGES:		
REFER TO SECTION 3.0EXTENSION POLICY FOR TERMS, CONDITIONS, A	ND CHARGES WHEN N	EW CONSTRUCTIO

of 32

IS NECESSARY TO PROVIDE SERVICE.

METER RELOCATION FEE

ACTUAL COST TO RELOCATE METER NOT TO EXCEED TAP FEE THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER CONVERSION FEE

ACTUAL COST TO CONVERT METER NOT TO EXCEED TAP FEE

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

PURCHASED WATER/UNDERGROUND WATER DISTRICT FEE **PASS THROUGH CLAUSE:**

Changes in fees imposed by any wholesale water supplier or underground water district having jurisdiction over the Utility shall be passed through as an adjustment to the water gallonage charge according to the formula:

AG = (G + B)/(1-L), where:

AG = adjusted gallonage charge, rounded to nearest one cent

= approved per 1,000 gallon gallonage charge

= change in district fee (per 1,000 gallons)

= system average line loss for preceding 12 months, not to exceed 0.15

To implement or modify the Purchased Water/Underground Water District Fee, the utility must comply with all notice and other requirements of 30 TAC 291.21 (h)