



Control Number: 47178



Item Number: 20

Addendum StartPage: 0

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**DOCKET NO. 47178**

**APPLICATION OF RICHARD SULLIVAN AND  
MICHAEL & HEIDI FENSTERBUSH  
FOR SALE, TRANSFER, OR MERGER OF  
FACILITIES AND  
CERTIFICATE RIGHTS IN LUBBOCK  
COUNTY (VALLEY ESTATES)**

20

**Sworn Declaration Of Consummation of Sale**

**County Of: Lubbock**

**State of: Texas**

We, the undersigned, in our capacity as **Seller** and **Purchaser** do declare under Oath, that:

- 1.) All assets of **Valley Estates Water Service** have been transferred from **Seller** to **Purchaser** in accordance with contract (Exhibit A) between **Richard & Eldeane Sullivan** (Seller) and **Michael & Heidi Fensterbush** (Purchaser) dated 7/01/2015.
- 2.) As customers are not required to secure services with a deposit, there are no deposits to be addressed.
- 3.) From this date forward **Purchaser** is responsible for all legal and maintenance issues involving **Valley Estates Water Service**.
- 4.) This sale has been fully consummated.

Eldeane Sullivan Eldeane Sullivan (Seller)  
Michael D Fensterbush Michael D Fensterbush (Purchaser)

SUBSCRIBED AND SWORN to before me this 1<sup>st</sup> day of November, 2017

Jennifer Rae Jackson

Notary Public in and for the State Of Texas



# **EXHIBIT A**

CONTRACT FOR PURCHASE

ORIGINAL

#1 of 2

Date: July 1, 2015

Seller: Eldeane Sullivan and Richard Sullivan

Seller's Mailing Address: 7506 NCR 1540, Unit 23, Shallowater, Tx. 79363

Buyer: Heidi Fensterbush and Michael Fensterbush

Buyer's Mailing Address: 7506 NCR 1540, Unit 15, Shallowater, Tx. 79363

Property (Including County):

1. Real Estate at 7506 NCR 1540, Shallowater, Tx. 79363 whose legal description is Block D5, Section 35, AB 318, Tract 7and &7E, lots 1-24, Lubbock County, Texas.
2. The 23 mobile homes currently in the park. Sellers do not own the mobile homes currently on lots #2, #4 and #29.
3. The ownership and operation of Valley Estates Water System, and the Country View Water System.

Reservations from and Exceptions to Conveyance and Warranty:

1. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property.
2. Eldeane Sullivan and Richard Sullivan shall have the right to live in or rent out unit #23 for a period of eight years from the date of sale.

Sale Price: \$480,000.00 at no interest on unpaid principal balance which is not late per the payment schedule. See Real Estate Lein Note for details.

Payment: See separately signed Real Estate Lein Note for details.

Other Terms:

1. Buyers shall contact all State Authorities to switch the ownership and operating information regarding the Valley Estates Water System, and the Country View Water System.
2. Eldeane Sullivan and Richard Sullivan shall have the right to live in or rent out unit #23 for a period of eight years from the date of sale, free from the cost of any rent, water charges, dumpster charges and security light charges.
3. Eldeane Sullivan and Richard Sullivan shall have the right to exclusive use of the two buildings (#1: about 30x43 and #2: about 20x28) near unit #23 for a period of eight years from the date of sale.
4. Eldeane Sullivan and Richard Sullivan shall be obligated to pay \$100.00 a month to buyers for all expenses associated with unit #23 for a period of eight years from the date of sale.
5. Property taxes for 2015 and thereafter shall be paid by buyers.
6. Should buyers sell the land before the expiration of eight years from the date of sale, then buyers shall pay any capital gains tax owed by the sellers for such sale.
7. The pond and lake are not included in the sale of the land.

Eldeane Sullivan  
ELDEANE SULLIVAN, Seller

Richard Sullivan  
RICHARD SULLIVAN, Seller

Heidi Fensterbush  
HEIDI FENSTERBUSH, Buyer

Michael Fensterbush  
MICHAEL FENSTERBUSH, Buyer

DAVID GETZ-COUNTY 771  
NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

**DEED OF TRUST**

**DATE:** July 1, 2015

**GRANTOR:** MICHAEL FENSTERBUSH and HEIDI FENSTERBUSH

**GRANTOR'S MAILING ADDRESS:** 7506 NCR 1540, Unit 16, Shallowater, Tx. 79363

**TRUSTEE:** DAVID GETZ

**TRUSTEE'S MAILING ADDRESS:** P.O. BOX 65610, LUBBOCK, TEXAS 79464

**BENEFICIARY:** ELDEANE SULLIVAN and RICHARD SULLIVAN

**BENEFICIARY'S MAILING ADDRESS:** 7506 NCR 1540, Unit 23, Shallowater, Tx. 79363

**NOTE:**

**DATE:** July 1, 2015

**AMOUNT:** FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000.00)

**GRANTEE/MAKER:** MICHAEL and HEIDI FENSTERBUSH

**BORROWER/PAYOR:** MICHAEL FENSTERBUSH and HEIDI FENSTERBUSH

**FINAL MATURITY DATE:** June 24, 2023

**TERMS OF PAYMENT:** To be paid with no down payment and monthly installments of \$5,000.00 per month. Payments will be due and payable on the 10<sup>th</sup> and 24<sup>th</sup> of each month in sum of \$2,500.00 for each payment. First payment is due July 10, 2015. A like payment of \$2,500.00 will be made on the 10<sup>th</sup> and 24<sup>th</sup> of each month thereafter, until paid in full. All unpaid balance accrues at no interest per annum. Property insurance and property taxes are the sole responsibility of the Payor.

**PROPERTY:** Legal description is Block D5, Section 35, Abstract 318, Tract 7 and 7E, Lots 1-24, Shallowater, Lubbock County, Texas.

**PRIOR LIEN(S):** None

**OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:** Eldeane Sullivan and Richard Sullivan shall have the right to live in or rent out unit #23 for a period of eight years from the date of sale.

For value received and to secure payment of the Note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Payor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect, and Beneficiary shall release it at Payor's expense.

**Payor's Obligations**

Payor agrees to:

1. keep the property in good repair and condition;



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2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides good insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as a Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to the Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

#### **Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Deed of Trust.
5. If Payor defaults on the Note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, Beneficiary may:
  - a. declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

#### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with

a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and

3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

### **General Provisions**

1. If any of the property is sold under this Deed of Trust, Payor shall immediately surrender possession to the purchaser. If Payor fails to do so, Payor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the property will be presumed to be true.

3. Proceedings under this Deed of Trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the property is released.

5. If any portion of the Note cannot be lawfully secured by this Deed of Trust, payment shall be applied first to discharge that portion.

6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this Deed of Trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this Deed of Trust, but if the rent and other income and receipts exceed the amount due under the Note and Deed of Trust, Grantor may retain the excess. If Payor defaults in payment of the Note or performance of this Deed of Trust, Beneficiary may terminate Payor's license to collect and then as Payor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's other rights and remedies and then to Grantor's obligations under the Note and this Deed of Trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of beneficiary's other rights or remedies. If Payor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas Law.

8. Interest on the debt secured by this Deed of Trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received

under law; any interest in excess of that maximum amount shall be credit on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credit on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

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

10. The term note includes all sums secured by this Deed of Trust.

11. This Deed of Trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.

13. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

To secure payment of a Promissory Note of even date herewith in the principal sum of \$480,000.00, executed by a Note, payable to the order of MICHAEL FENSTERBUSH and HEIDI FENSTERBUSH, said Note being further described herein; and said debt secured hereby being additionally secured by a vendor's lien retained in the Warranty Deed executed on this date from Beneficiary to Grantor covering the Property.

EXECUTED this 1 day of July, 2015.

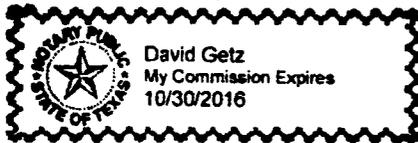
Heidi Fensterbush  
HEIDI FENSTERBUSH

Michael Fensterbush  
MICHAEL FENSTERBUSH

THE STATE OF TEXAS     §  
COUNTY OF LUBBOCK    §

Before me, the undersigned authority, on this day personally appeared HEIDI FENSTERBUSH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1 day of July, 2015.



David Getz  
NOTARY PUBLIC, State of Texas

Before me, the undersigned authority, on this day personally appeared MICHAEL FENSTERBUSH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1 day of July, 2015.



David Getz  
NOTARY PUBLIC, State of Texas

## REAL ESTATE LIEN NOTE

**Date:** July 1, 2015

**Maker:** HEIDI FENSTERBUSH and MICHAEL FENSTERBUSH

**Maker's Mailing Address (including county):** 7506 NCR 1540, Unit 15, Shallowater, Tx. 79363

**Payee:** ELDEANE SULLIVAN and RICHARD SULLIVAN

**Place for Payment (including county):** 7506 NCR 1540, Unit 23, Shallowater, Tx. 79363

**Principal Amount:** Four Hundred Eighty Thousand Dollars (\$480,000.00)

**Annual Interest Rate on Unpaid Principal Balance from Date of Funding:** Zero Percent Per Annum on unpaid interest.

Beginning with the first change date, the interest rate will be based on an index, which is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board.

Maker may prepay all or any part of the principal of this note before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid. Prepayments shall be applied to installments on the last maturing principal, and interest on that prepaid principal shall immediately cease to accrue.

Maker may pay on the principal of this note on any monthly installment payment date before maturity, in addition to the regular monthly installments, the sum of \$5,000.00. The monthly payment is to be paid on the 10<sup>th</sup> and 24<sup>th</sup> of each month in sum of \$2,500.00 for each payment. A like payment of \$2,500.00 will be made on the 10<sup>th</sup> and 24<sup>th</sup> of each month thereafter, until balance is paid in full.

Maker has the noncumulative option of doubling the regular principal payment payable on any principal payment date; however, all these additional payments shall be applied to the final maturing installment or installments of principal. Prepayments shall be applied to installments on the last maturing principal, and interest on that prepaid principal shall immediately cease to accrue.

On any installment date occurring after the date of this note and before its final maturity, Maker may pay the entire unpaid principal balance or any part of it. For this privilege Maker will also pay any incurred capital gains tax owed by Sellers.

Maker has the non-cumulative right to prepay on the principal on any installment date before maturity, subject to the capital gains tax obligation as set forth in the preceding paragraph.

**Annual Interest Rate on Matured Unpaid Amounts:** The interest rate will be five percent per annum plus the prime interest rate on late payments, which shall be adjusted daily to the rate in effect. At no time will the interest rate on late payments be greater than twelve percent, (12%).

**Terms of Payment (principal and interest):** The monthly payment is to be paid on the 10<sup>th</sup> and 24<sup>th</sup> of each month in sum of \$2,500.00 for each payment. A like payment of \$2,500.00 will be made on the 10<sup>th</sup> and 24<sup>th</sup> of each month thereafter, until balance is paid in full.

**Security for Payment:** This note is secured by a deed of trust dated of even date herewith from Maker to David Getz, Trustee, that conveys the following real property located at Shallowater, Lubbock County, Texas 79363. Legal description is Block D5, Section 35, Abstract 318, Tract 7 and 7E, Lots 1-24, Shallowater, Lubbock County, Texas, Texas as recorded in the deed records of Lubbock County.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Upon default, Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

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

EXECUTED this 1 day of July, 2015.

Heidi Fensterbush  
HEIDI FENSTERBUSH

Michael Fensterbush  
MICHAEL FENSTERBUSH

THE STATE OF TEXAS     §  
COUNTY OF LUBBOCK   §

Before me, the undersigned authority, on this day personally appeared HEIDI FENSTERBUSH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1 day of July, 2015.

[Signature]  
NOTARY PUBLIC, State of Texas

Before me, the undersigned authority, on this day personally appeared MICHAEL FENSTERBUSH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1 day of July, 2015.

[Signature]  
NOTARY PUBLIC, State of Texas

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk  
Lubbock County TEXAS

July 15, 2015 10:05:43 AM

FEE: \$50.00

2015025226

David Getz - Counter

NOTICE OF CONFIDENTIALITY RIGHTS  
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: July 1, 2015

GRANTOR: ELDEANE SULLIVAN and RICHARD SULLIVAN

GRANTOR'S MAILING ADDRESS: 7506 NCR 1540, Unit 23, Shallowater, Tx. 79363

GRANTEES: HEIDI FENSTERBUSH and MICHAEL FENSTERBUSH

GRANTEE'S MAILING ADDRESS: 7506 NCR 1540, Unit 16, Shallowater, Tx. 79363

CONSIDERATION: See contract or real estate deed note.

TRUSTEE: David Getz, PO Box 65610, Lubbock, Tx. 79464.

PROPERTY: Real property, located at Shallowater, Lubbock County, Texas 79363. Legal description is Block D5, Section 35, Abstract 318, Tract 7 and 7E, Lots 1-24, Shallowater, Lubbock County, Texas, Texas as recorded in the deed records of Lubbock County.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: Unlimited right of possession and ownership as set out and described in the Lubbock County Deed Records, reference to which is here made for all purposes the same as if copied at length herein; easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; taxes for the current year, the payment of which Grantee assumes; and prior reservations and conveyances of oil, gas and other minerals in, on and under and that may be produced from said land which are of record in Lubbock County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs executors, administrators, successors, and claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

Eldeane Sullivan and Richard Sullivan shall have the right to live in or rent out unit #23 for a period of eight years from the date of sale. The *Contract for Purchase* lists in detail all rights associated with this reservation.

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

*Eldeane Sullivan*

ELDEANE SULLIVAN

*Richard Sullivan*

RICHARD SULLIVAN



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VERIFICATION

STATE OF TEXAS §  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this the 1 day of July, 2015 by ELDEANE SULLIVAN.

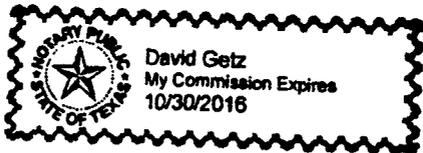


*David Getz*  
\_\_\_\_\_  
Notary Public, State of Texas

VERIFICATION

STATE OF TEXAS §  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this the 1 day of July, 2015 by RICHARD SULLIVAN.



*David Getz*  
\_\_\_\_\_  
Notary Public, State of Texas

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County TEXAS

July 15, 2015 10:05:43 AM  
FEE: \$30.00

2015025225

DOCKET NO. 47178

RECEIVED

APPLICATION OF RICHARD §  
SULLIVAN AND MICHAEL & HEIDI §  
FENSTERBUSH FOR SALE, §  
TRANSFER, OR MERGER OF §  
FACILITIES AND CERTIFICATE §  
RIGHTS IN LUBBOCK COUNTY §  
(VALLEY ESTATES) §

PUBLIC UTILITY COMMISSION

2017 OCT 18 PM 2:01  
PUBLIC UTILITY COMMISSION  
OF TEXAS  
FILING CLERK

**ORDER NO. 5  
APPROVING SALE/TRANSFER TO PROCEED**

This Order addresses Commission Staff's October 13, 2017 recommendation that the applicants be allowed to proceed with this transaction and that the applicants provide the final sale documents so that final mapping can be completed.

Consistent with Commission Staff's recommendation, the sale/transfer transaction between Richard Sullivan and Michael & Heidi Fensterbush may proceed and be consummated. As soon as possible after the effective date of the transaction, but not later than 30 days after the effective date of the transaction, the applicants shall file proof that the sale/transfer has been consummated and customer deposits addressed. Applicants have 180 days to complete the transaction. Under 16 Texas Administrative Code § 24.109(o), if the transaction is not consummated within this period, or an extension granted, this approval is void and the applicants will have to reapply for approval of the sale. Applicants are advised that the certificate affected by this application will continue to be held by Richard Sullivan until this application is complete in accordance with Commission rules and final approval is granted.

In an effort to finalize this case as soon as possible, beginning **November 17, 2017** and continuing monthly thereafter, the applicants shall file an update regarding the status of the efforts to conclude the transaction and submit documents evidencing the transaction was consummated.

Within fifteen days following the filing of the applicants' proof that the sale/transfer has been consummated and customer deposits have been addressed, Commission Staff shall file a recommendation regarding the sufficiency of the documents and propose a schedule for continued processing of this docket.

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Signed at Austin, Texas the 18<sup>th</sup> day of October 2017.

**PUBLIC UTILITY COMMISSION OF TEXAS**

  
\_\_\_\_\_  
**JEFFREY J. HUHN**  
**ADMINISTRATIVE LAW JUDGE**

Q:\CADM\Docket Management\Water\STM47XXX\47178-5 approve sale.docx