

Control Number: 48532



Item Number: 1

Addendum StartPage: 0



Application for Sale, Transfer, or Merger of a Retain

Public Utility

Pursuant to Texas Water Code § 13.301 and 16 Texas Administrative Code § 24.109

Sale, Transfer, or Merger (STM) Application Instructions

- **COMPLETE**: In order for the Commission to find the application sufficient for filing, the Applicant should:
 - Provide an answer to every question and submit any required attachment applicable to the STM request (i.e., agreements or contracts).
 - Use attachments or additional pages to answer questions as necessary. If you use attachments or additional pages, reference their ii. inclusion in the form.
 - iii. Provide all mapping information as detailed in Part G: Mapping & Affidavits.
- II. FILE: Seven (7) copies of the completed application with numbered attachments. One copy should be filed with no permanent binding, staples, tabs, or separators; and 7 copies of the portable electronic storage medium containing the digital mapping data.
 - SEND TO: Public Utility Commission of Texas, Attention: Filing Clerk, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326 (NOTE: Electronic documents may be sent in advance of the paper copy, however they will not be processed and added to the Commission's on-line Interchange until the paper copy is received and file-stamped in Central Records).
- III. The application will be assigned a docket number, and an administrative law judge (ALJ) will issue an order requiring Commission Staff to file a recommendation on whether the application is sufficient. The ALJ will issue an order after Staff's recommendation has been filed:
 - **<u>DEFICIENT (Administratively Incomplete):</u>** Applicants will be ordered to provide information to cure the deficiencies by a certain date, usually 30 days from ALJ's order. Application is not accepted for filing.
 - SUFFICIENT (Administratively Complete): Applicants will be ordered by the ALJ to give appropriate notice of the application using the notice prepared by Commission Staff. Application is accepted for filing.
- IV. Once the Applicants issue notice, a copy of the actual notice sent and an affidavit attesting to notice should be filed in the docket assigned to the application. Recipients of notice may request a hearing on the merits.

HEARING ON THE MERITS: An affected party may request a hearing within 30 days of notice. In this event, the application may be referred to the State Office of Administrative Hearings (SOAH) to complete this request.

- V. TRANSACTION TO PROCEED: at any time following the provision of notice, or prior to 120 days from the last date that proper notice was given, Commission Staff will file a recommendation for the transaction to proceed as proposed or recommend that the STM be referred to SOAH for further investigation. The Applicants will be required to file an update in the docket to the ALJ every 30 days following the approval of the transaction. The transaction must be completed within six (6) months from the ALJ's order (Note: The Applicants may request an extension to the 6 month provision for good cause).
- VI. FILE: Seven (7) copies of completed transaction documents and documentation addressing the transfer or disposition of any outstanding deposits. After receiving all required documents from the Applicants, the application will be granted a procedural schedule for final processing. The Applicants are requested to consent in writing to the proposed maps and certificates, or tariff if applicable.
- VII. FINAL ORDER: The ALJ will issue a final order issuing or amending the applicable CCNs.

Who can use this form?

Any retail public utility that provides water or wastewater service in Texas.

Who is required to use this form?

A retail public utility that is an investor owned utility (IOU) or a water supply corporation (WSC) prior to any STM of a water or sewer system, or utility, or prior to the transfer of a portion of a certificated service area.

Terms

Transferor: Seller

Transferee: Purchaser

CCN: Certificate of Convenience and Necessity

STM: Sale, Transfer, or Merger

IOU: Investor Owned Utility

		Application	Summary		
	J & S Water Company, LI	LC.			
(selling entity) CCN No.s:	12085 & 20658				
	Sale Transfer	Merger	Consolidation	Lease/Rental	
Transferee:	Nero Suplly, LLC				
(acquiring entity) CCN No.s:	12252 & 20366				
	Water Sewer	All CCN	X Portion CCN	Facilities transfer	
County(ies):	Harris, Chambers & Liberty				
		Table of 0	Contonts		
					_
	or Merger (STM) Application				
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	ublic Water System or Sewer	•			
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• •	ojected Information	•	•		
Appendix b. 1 1	ojected information	••••••	••••••••••••••		
Please mark the ite	ems included in this filing				
X Contract, Lea	se, Purchase, or Sale Agreement	Part A: 0	Question 1		
X Tariff includi	ng Rate Schedule	Part B: 0	Question 4		
X List of Custon			Question 5		
Partnership A			Question 7		
1 8 1	corporation and By-Laws (WSC)		Question 7		
Financial Aug	Account Status		Question 7		
· —	Attachment A & B		Question 10 Duestion 10		
	Affiliated Interests		Question 10		
Capital Impro			Question 10 Question 10		
	to be Transferred	Part D:	•		
	ontribution Contracts or Agreements				
X Enforcement	Action Correspondence		Question 18 (Part D: Q12)		
	liance Correspondence		Question 22		
	eering Approvals		Question 24		
	ater Supply or Treatment Agreemen		Question 26		
	ge scale) Map		Question 29		
	tion (small scale) Map		Question 29		
Digital Mapp			Question 29		
X Signed & Not	ianzed Oath	Page 13	-14		

	Part A: General Information					
1.	Describe the proposed transaction, including the effect on all CCNs involved, and provide details on the existing or expected land use in the area affected by the proposed transaction. Attach all supporting documentation, such as a contract, a lease, or proposed purchase agreements:					
	The purpose of this transaction is for Nerro Supply, LLC to purchase portions of the water and sewer assets of J&S Water Company, LLC. and to add these transferred service areas to its water and sewer Certificates of Convenience and Necessity. This application is only for the sale and transfer of the existing water and sewer service areas of the transferred systems. No additional service area is being requested nor is any service area being amended as a part of this application. The existing water and sewer systems being purchased and transferred are Maple Leaf Gardens PWS #1011493 & WQ12342-001,Oakland Village PWS #1010049 and Woodland Acres PWS #0360027 & WQ11720-001.(See Attached Purchase and Sale Agreement between the Parties)					
2.	The proposed transaction will require (check all applicable):					
	For Transferee (Purchaser) CCN: For Transferor (Seller) CCN:					
	Obtaining a NEW CCN for Purchaser Cancellation of Seller's CCN					
	Transfer all CCN into Purchaser's CCN (Merger) Transfer of a Portion of Seller's CCN to Purchaser					
	Transfer Portion of CCN into Purchaser's CCN Only Transfer of Facilities, No CCN or Customers					
	Transfer all CCN to Purchaser and retain Seller CCN Uncertificated area added to Purchaser's CCN					
	Part B: Transferor Information					
	Questions 3 through 5 apply only to the transferor (current service provider or seller)					
3.	A. Name: J & S Water Company, LLC					
	(individual, corporation, or other legal entity) Individual Corporation WSC Other:					
	B. Mailing Address: 8010 Thompson Road, Highlands, Texas 77562					
	Phone: (281) 590-4359					
	Phone: (281) 590-4359 Email: jswaterco@yahoo.com					
	C. <u>Contact Person</u> . Please provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.					
	Name: Jerry Nowling Title: Director					
	Mailing Address: 8010 Thompson Road, Highlands, Texas 77562					
	Phone: (281) 590-4359 Email: jswaterco@yahoo.com					
	Email: jevaletægyattastest.					
4.	If the utility to be transferred is an Investor Owned Utility (IOU), for the most recent rate change, attach a copy of the current tariff and complete A through B: (See Attached Water & Sewer Tariffs)					
	A. Effective date for most recent rates: February 1, 2017					
	B. Was notice of this increase provided to the Public Utility Commission of Texas (Commission) or a predecessor regulatory authority?					
	No Yes Application or Docket Number: 46438					
	If the transferor is a Water Supply or Sewer Service Corporation, provide a copy of the current tariff.					

5.	For the customers that will be transferred following the approval of the proposed transaction, check all that apply:
	There are <u>no</u> customers that will be transferred (See Attached List of Customer Deposits)
	# of customers without deposits held by the transferor 130
	# of customers with deposits held by the transferor*
	*Attach a list of all customers affected by the proposed transaction that have deposits held, and include a customer indicator (name or account number), date of each deposit, amount of each deposit, and any unpaid interest on each deposit.
	Part C: Transferee Information
	Questions 6 through 10 apply only to the transferee (purchaser or proposed service provider)
6.	A. Name: Nerro Supply, LLC
	(individual, corporation, or other legal entity) Individual Corporation WSC Other:
	B. Mailing Address: P.O. Box 691008, Houston, TX 77269
-	Phone: (281) 355-1312 Email: customerservice@gulfutility.net
	C. <u>Contact Person</u> . Provide information about the person to be contacted regarding this application. Indicate if this person is the owner, operator, engineer, attorney, accountant, or other title.
	Name: Chuck Peterson Title: Manager
	Address: P.O. Box 691008, Houston, TX 77269
	Phone: (281) 355-1312 Email: chuck@gulfutility.net
	D. If the transferee is someone other than a municipality, is the transferee current on the Regulatory Assessment Fees (RAF) with the Texas Commission on Environmental Quality (TCEQ)?
	☐ No ☐ Yes ☐ N/A
	E. If the transferee is an IOU, is the transferee current on the Annual Report filings with the Commission?
	□ No ☑ Yes □ N/A
7.	The legal status of the transferee is:
	Individual or sole proprietorship
	Partnership or limited partnership (attach Partnership agreement)
Σ	Corporation Charter number (as recorded with the Texas Secretary of State): 32043563207
	Non-profit, member-owned, member controlled Cooperative Corporation [Article 1434(a) Water Supply or Sewer Service Corporation, incorporated under TWC Chapter 67] Charter number (as recorded with the Texas Secretary of State): Articles of Incorporation and By-Laws established (attach)
	Municipally-owned utility
	District (MUD, SUD, WCID, FWSD, etc.)

County							
Affected County (a county to which Subchapter B, Chapter 232, Local Government Code, applies)							
Other (1	Other (please explain):						
8. If the tra	ansferee operates under any d/b/a, provid	de the name below:					
Name:	N/A						
member	ensferee's legal status is anything other to s, or partners of the legal entity applying	than an individual, provide the following information regarding the officers, g for the transfer:					
Position:		Ownership % (if applicable): 50.00%					
	P.O. Box 1629 Spring, TX 77383						
5.1		Email:					
Name:	Gregory Pappas						
Position:		Ownership % (if applicable): 50.00%					
Address:	718 Westcott Street Houston, TX 77007						
Phone:		Email:					
Name:	- Andrew Control Contr						
Position:		Ownership % (if applicable): 0 00%					
Address:							
Phone:		Email:					
Name:							
Address:		<u> </u>					
Phone:		Email:					

10. Financial Information

The transferee Applicant must provide accounting information typically included within a balance sheet, income statement, and statement of cash flows. If the Applicant is an existing retail public utility, this must include historical financial information and projected financial information. However, projected financial information is only required if the Applicant proposes new service connections and new investment in plant, or if requested by Staff. If the Applicant is a new market entrant and does not have its own historical balance sheet, income statement, and statement of cash flows information, then the Applicant should establish a five-year projection taking the historical information of the transferor Applicant into consideration when establishing the projections.

Historical Financial Information may be shown by providing any combination of the following that includes necessary information found in a balance sheet, income statement, and statement of cash flows:

- 1. Completed Appendix A;
- 2. Documentation that includes all of the information required in Appendix A in a concise format; or
- 3. Audited financial statements issued within 18 months of the application filing date. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

		1. Completed Appendix B;							
		2. Documentation that includes all of the information required in Appendix B in a concise format;							
		3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including							
		improvements to the system being transferred; or							
		4. A recent budget and capital improvements plan that includes information needed for analysis of the operations							
		test (16 Tex. Admin. Code § 24.11(e)(3)) for the system being transferred and any operations combined with the							
		system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website							
		portal.							
		Part D: Proposed Transaction Details							
11.	A.	Proposed Purchase Price: \$ 1,485,000.00							
	If the	e transferee Applicant is an investor owned utility (IOU) provide answers to B through D.							
	В.	Transferee has a copy of an inventory list of assets to be transferred (attach): (See Attached Assets List)							
		☐ No ☐ Yes ☐ N/A							
		Total Original Cost of Plant in Service: \$ 1,317,280.00							
		Accumulated Depreciation: \$ 833,368.00							
		Net Book Value: \$ 483,912.00							
	C.	<u>Customer contributions in aid of construction (CIAC):</u> Have the customers been billed for any surcharges approved by the Commission or TCEQ to fund any assets currently used and useful in providing utility service? Identify which assets were funded, or are being funded, by surcharges on the list of assets.							
		No Yes							
		Total Customer CIAC: \$ Accumulated Amortization: \$							
	D.	<u>Developer CIAC:</u> Did the transferor receive any developer contributions to pay for the assets proposed to be transferred in this application? If so, identify which assets were funded by developer contributions on the list of assets and provide any applicable developer agreements.							
		No Yes							
_		Total developer CIAC: \$ Accumulated Amortization: \$							
12.		Are any improvements or construction required to meet the minimum requirements of the TCEQ or Commission and to ensure continuous and adequate service to the requested area to be transferred plus any area currently certificated to the transferee Applicant? Attach supporting documentation and any necessary TCEQ approvals, if applicable.							
		X No Yes							

Projected Financial Information may be shown by providing any of the following:

	planned or required improvements:	and provide an estimated timeline for the construction of any
	N/A	
13.	Provide any other information concerning the nature	of the transaction you believe should be given consideration:
	None	
14.	acquisition. Debits (positive numbers) should equal	low) as shown in the books of the Transferee (purchaser) after the credits (negative numbers) so that all line items added together equal are suggested only, and not intended to pose descriptive limitations:
	Utility Plant in Service:	\$ 1,317,280.00
	Accumulated Depreciation of Plant:	\$ 833,368.00
	Cash:	\$ 594,000.00
	Notes Payable:	\$ 891,000.00
	Mortgage Payable:	\$ 0.00
	(Proposed) Acquisition Adjustment*:	\$ 0.00 *Acquisition Adjustments will be subject to review under 16 TAC § 24.31(d) and (e)
	Other (NARUC account name & No.):	None
	Other (NARUC account name & No.):	None
15.		f the acquiring entity is an IOU, the IOU may not change the rates olication. Rates can only be changed through the approval of a rate
	No customer's rates will be changed by this a	pplication.
		transferee intends to file with the Commission, or an applicable ochange rates for some or all of its customers as a result of the provide details below:
	No change in rates will occur within the next t	welve months as a results of this application.

	Part E: CCN Obtain or Amend Criteria Considerations
16.	Describe, in detail, the anticipated impact or changes in the quality of retail public utility service in the requested area as a result of the proposed transaction:
	The quality of utility service will increase as the applicant will operate these water and sewer systems after the sale of the utility through its operating company, Gulf Utility Services which operates other utilities systems located in the region and will be able to response quickly to emergencies.
17.	Describe the transferee's experience and qualifications in providing continuous and adequate service. This should include, but is not limited to: other CCN numbers, water and wastewater systems details, and any corresponding compliance history for all operations.
	The applicant owns and operates a number of water and sewer utilities systems in the region. The applicant will maintain these systems in compliance with the rules and regulations of the PUC and TCEQ, as well as federal and local laws, rules and regulations.
18.	Has the transferee been under an enforcement action by the Commission, TCEQ, Texas Department of Health (TDH), the Office of the Attorney General (OAG), or the Environmental Protection Agency (EPA) in the past five (5) years for non-compliance with rules, orders, or state statutes? Attach copies of any correspondence with the applicable regulatory agency(ies) (See Attached correspondence regarding enforcement actions) No X Yes
19.	Explain how the environmental integrity or the land will be impacted or disrupted as a result of the proposed transaction:
	The service area affected by this transaction will continue to receive water and sewer service from Nerro. This eliminates the need for land owners to use individual wells and septic systems. Thus, protecting the environment in the area from potential sources of contamination and encouraging rationalization of water and sewer service.
20.	How will the proposed transaction serve the public interest?
	This transaction will be in the well-being and welfare of the public as the utility will be able to provide continuous and adquate water and sewer service to the customers of the affected systems.
21.	List all neighboring water or sewer utilities, cities, districts (including ground water conservation districts), counties, or other political subdivisions (including river authorities) providing the same service within two (2) miles from the outer boundary of the requested area affected by the proposed transaction:
	(See Attached List of neighboring utilities within 2 miles)

.		Part F: TCFO P	ublic W	ater System or Sev	ver (\	Wastev	vater) Information	
C		ete Part F for <u>EACH</u> Public th a separate sheet with this	Water	or Sewer system to	be tra	insferre	ed subject to approv	
22.	A.	For Public Water System (PWS):					
		TC	CEQ PW	S Identification Num	ber:	1011493,	1010049 & 0360027	(7 digit ID)
				Name of P	WS:	Maple Le	af Gardens, Oakland Villaç	ge & Woodland Acres
		Date of la	ast TCE	Q compliance inspec	tion:	See I	Enforcement Actions	(attach TCEQ letter)
				Subdivisions ser	ved:	Maple Le	af Gardens and Windfern I	Meadows
	В.	For Sewer service:				WQ 117	20 - 001 &	
		TCEQ Water Quality	(WQ) D	ischarge Permit Num	ber:	WQ 12	2342 - 001	(8 digit ID)
			Nam	e of Wastewater Fac	ility:	Maple I	_eaf Gardens & Wood	and Acres
				Name of Perm	itee:			
		Date of la	ast TCE	Q compliance inspec	tion:	See E	Enforcement Actions	(attach TCEQ letter)
				Subdivisions ser	ved:	Maple Le	eaf Gardens and Windfern	Meadows
		Date of application to tra	ınsfer pe	ermit <u>submitted</u> to TC	EQ:	July 18	, 2018	
23.	List	the number of <i>existing</i> conne	ections, l	ov meter/connection	type, 1	to be aff	ected by the propose	d transaction:
	Wat					Sewer		
		Non-metered	2	2"	***	332	Residential	and the live
	546			3" 4"		1	Commercial Industrial	
		5 1" 1½"		Other			Other	
		Total Water Conne	ctions:		553	To	otal Sewer Connection	ns: 333
24.	A. B.	Are any improvements required No Yes Provide details on each recommission standards (att	quired m	ajor capital improve	ment i	necessar	y to correct deficience	cies to meet the TCEQ or
		Description of the Cap	ital Imp	orovement:	Est	timated	Completion Date:	Estimated Cost:
		C. Is there a moratoriu		w connections?				
25.	Does	the system being transferred	operate	within the corporate	boun	daries o	f a municipality?	
		☐ No Ye	es: Ci	ty of Old River - Winfre	е			(name of municipality)
			If	f yes, indicate the nu	mber	of custo	mers within the mun	cipal boundary.
				Water: 5			Sewer: 5	

26.	A. Does the system being transferred purchase water or sewer treatment capacity from another source?								
		X No	Yes:	If yes, atta	ich a copy of pu	rchase agreement or o	contract.		
	Capacity	is purchase	ed from:						
			1	Water:					
				-					
				Sewer:					
	В.		WS required to pu	rchase wat	er to meet capac	city requirements or d	rinking water sta	andards?	
		X No	Yes						
	C.					ent purchased, per the		ontract? What	is
				Amount	in Gallons	Percent of d			
			Water: Sewer:	····		0.00%			
	D.	Will the	purchase agreem	ent or conti	ract be transferr	ed to the Transferee?			
		X No	Yes:						
28.	area?	No ne, class, a	X Yes:			t will be responsible			
			noars on liganso)	Class	License No.		Water or	Sower	\neg
	Nam	ie (as it ap	pears on license)	Class	License No.		water or	Sewei	
	Anthony Freema	n		Class B	ww	0042488 & WG0012851	Water & S	Sewer	
	Abel Garcia			Class C		WG0013679	Wate		_
	Anival Gonzales Mondre Jackson			Class D Class C		WG0039544 WG0012963	Wate		_
	Worldie Jackson			Class C		VVG0012303	vvate	J1	
				Part G: N	/lapping & Affi	davits			
	ALL a					in conjunction with			
29.			s requesting to tra			ut a CCN boundary a e application:	djustment, prov	ide the following	ng
						ng the requested area ce should be adhered		he nearest cour	nty
			•	•	equests to transfit be provided for	fer certificated servic reach.	e areas for both	water and sew	er,
					ap, graphic, or g document.	diagram of the requ	ested area is n	ot considered	an

- To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
- 2. A detailed (large scale) map identifying the requested area in reference to verifiable man-made and natural landmarks such as roads, rivers, and railroads. The Applicant should adhere to the following guidance:
 - i. The map must be clearly labeled and the outer boundary of the requested area should be marked in reference to the verifiable man-made or natural landmarks. These verifiable man-made or natural landmarks must be labeled and marked on the map as well.
 - ii. If the application requests an amendment for both water and sewer certificated service area, separate maps need to be provided for each.
 - To maintain the integrity of the scale and quality of the map, copies must be exact duplicates of the original map. Therefore, copies of maps cannot be reduced or enlarged from the original map, or in black and white if the original map is in color.
 - iv. The outer boundary of the requested area should not be covered by any labels, roads, city limits or extraterritorial jurisdiction (ETJ) boundaries.
- **B.** For applications that are requesting to include area not currently within a CCN, or for applications that require a CCN amendment (any change in a CCN boundary), such as the transfer of only a portion of a certificated service area, provide the following mapping information with each of the seven (7) copies of the application:
 - 1. A general location (small scale) map identifying the requested area with enough detail to locate the requested area in reference to the nearest county boundary, city, or town. Please refer to the mapping guidance in part A 1 (above).
 - 2. A detailed (large scale) map identifying the requested area with enough detail to accurately locate the requested area in reference to verifiable man-made or natural landmarks such as roads, rivers, or railroads. Please refer to the mapping guidance in part A 2 (above).
 - 3. One of the following identifying the requested area:
 - i. A metes and bounds survey sealed or embossed by either a licensed state land surveyor or a registered professional land surveyor. Please refer to the mapping guidance in part A 2 (above);
 - ii. A recorded plat. If the plat does not provide sufficient detail, Staff may request additional mapping information. Please refer to the mapping guidance in part A 2 (above); or
 - iii. Digital mapping data in a shapefile (SHP) format georeferenced in either NAD 83 Texas State Plane Coordinate System (US Feet) or in NAD 83 Texas Statewide Mapping System (Meters). The digital mapping data shall include a single, continuous polygon record. The following guidance should be adhered to:
 - a. The digital mapping data must correspond to the same requested area as shown on the general location and detailed maps. The requested area must be clearly labeled as either the water or sewer requested area.
 - **b.** A shapefile should include six files (.dbf, .shp, .shx, .sbx, .sbn, and the projection (.prj) file).
 - c. The digital mapping data shall be filed on a data disk (CD or USB drive), clearly labeled, and filed with Central Records. Seven (7) copies of the digital mapping data is also required.

	Part H: Notice Information			
	The following information will be used to generate the proposed notice for the application. DO NOT provide notice of the application until it is found sufficient and the Applicants are ordered to provide notice.			
30.	Complete the following using verifiable man-made or natural landmarks such as roads, rivers, or railroads to describe the requested area (to be stated in the notice documents). Measurements should be approximated from the outermost boundary of the requested area:			
	The total acreage of the requested area is approximately: 154.00			
	Number of customer connections in the requested area: 553			
	Affected subdivision:			
	The closest city or town: See Attached Notice Information			
	Approximate mileage to closest city or town center:			
	Direction to closest city or town:			
	The requested area is generally bounded on the North by:			
	on the East by:			
	on the South by:			
	on the West by:			
31.	A copy of the proposed map will be available at: 12337 Jones Rd, Houston, TX 77070			
32.	What effect will the proposed transaction have on an average bill to be charged to the affected customers? Take into consideration the average consumption of the requested area, as well as any other factors that would increase or decrease a customer's monthly bill.			
	All of the customers will be charged the same rates they were charged before the transaction.			
	All of the customers will be charged different rates than they were charged before the transaction.			
	higher monthly bill lower monthly bill			
	Some customers will be charged different rates than they were charged before (i.e. inside city limit customers) higher monthly bill lower monthly bill			

Oath for Transferor (Transferring Entity)
STATE OF Texas	
COUNTY OF Harris	
Charles Terry Nowling transfer merger, consolidation, acquisition, lease, or	۸ .ــ
rental, as towner, member of partnership, title I attest that, in such capacity, I am qualified and authorized to file at familiar with the documents filed with this application, and ha contained in the application; and, that all such statements made a to Applicant are true and correct. Statements about other parties further state that the application is made in good faith and that this presently before the Commission.	as efficer of corporation, or authorized representative) and verify such application, am personally we complied with all the requirements and matters set forth therein with respect are made on information and belief. I
I further state that I have provided to the purchaser or transferee a contributed property as required under Texas Water Code § 13 enforcement Orders of the Texas Commission on Environmental of Texas, or Attorney General and have also complied with the no § 13.301(k).	3.301(j) and copies of any outstanding Quality, the Public Utility Commission
(Utility's A	AFFIANT uthorized Representative) partner, officer of the Applicant, or its
attorney, a properly verified Power of Attorney must be enclosed.	, различения ст. 12
SUBSCRIBED AND SWORN BEFORE ME, a Notary Public i this day the 164	n and for the State of Texas - A of July , 20 8
SEAL BARBARA A LEMMA Notary ID # 7079494 My Commission Expires September 20, 2020	, (
	Baleaca James
	NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
	PRINT OR TYPE NAME OF NOTARY
My commission expires:	9-30-30

Oath for Transferee (A	equiring Entity)
STATE OF Texas	
COUNTY OF Harris	
1, <u>Charles Peterson</u> by merger, consolidation, acquisition, lease, or rental, as <u>Vice</u>	eing duly sworn, file this application for sale, transfer, President ber of partnership, title as officer of corporation, or authorized representative)
l attest that, in such capacity, I am qualified and authorized to file the documents filed with this application, and have complied wit that all such statements made and matters set forth therein with resother parties are made on information and belief. I further state application does not duplicate any filing presently before the Com	and verify such application, am personally familiar with hall the requirements contained in the application; and, spect to Applicant are true and correct. Statements about that the application is made in good faith and that this
I further state that I have been provided with a copy of the 16 Tragree and do agree to be bound by and comply with any outstart Environmental Quality, the Public Utility Commission of Texas system or facilities being acquired and recognize that I will be sactions if I do not comply.	or the Attorney General which have been issued to the
<u>Chas</u>	AFFIANT tility's Authorized Representative)
If the Affiant to this form is any person other than the sole owner, p verified Power of Attorney must be enclosed.	
SUBSCRIBED AND SWORN BEFORE ME, a Notary Public i this day the	n and for the State of Texas Let of Juny, 20 18
SEAL	
	Yurmica SUC NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS (Whica Yua PRINT OR TYPE NAME OF NOTARY
My commission expires:	08 24 2021

PROJECTED BALANCE SHEETS

	START UP	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
CURRENT ASSETS						
Cash		201,662.39	194,202.19	507,062.33	987,646 60	1,469,727.30
Accounts Receivable		61,133.60	61,133 60	61,133.60	61,133.60	61,133.60
Inventories						
Income Tax Receivable						
Other		482,085 18	482,085.18	482,085.18	482,085.18	482,085.18
Total		744,881 17	737,420 97	1,050,281 11	1,530,865.38	2,012,946.08
FIXED ASSETS						
Land		1,145,148.86	1,145,148 86	1,145,148 86	1,145,148.86	1,145,148.86
Collection/Distribution System		553,522 18	553,522.18	553,522.18	553,522.18	553,522.18
Buildings		···				
Equipment		3,458,061.58	3,458,061 58	3,941,973.58	3,941,973.58	3,941,973.58
Other		471,959.53	471,959.53	471,959 53	471,959 53	471,959 53
Less: Accum. Depreciation or		731,665 68	874,552 02	1,051,867.18	1,229,182 34	1,406,497 50
Reserves						
Total		4,897,026.47	4,754,140.13	5,060,736 97	4,883,421.61	4,706,106 65
TOTAL ASSETS		5,641,907 64	5,491,561 10	6,112,018 08	6,414,286.99	6,719,052 73
CURRENT LIABILITIES						
Accounts Payable		53,874 92	53,874 92	53,874 92	53,874.92	53,874 92
Notes Payable, Current		497,895.30	497,895.30	497,895.30	497,895.30	497,895 30
Accrued Expenses						
Other		49,872.16	49,872.16	49,872 16	49,872.16	49,872.16
Total		601,642.38	601,642.38	601,642 38	601,642.38	601,642.38
LONGTERM LIABILITIES						
Notes Payable, Long-term		3,355,652.76	3,138,835.57	2,922,018.38	2,705,201.19	2,488,384.00
Other			51,600.00	51,600 00	51,600 00	51,600.00
TOTAL LIABILITIES		3,355,652.76	3,190,435.57	2,973,618 38	2,756,801.19	2,539,984 00
OWNER'S EQUITY						
Paid in Capital		2,120,918.64	2,120,918.64	3,011,918.64	3,011,918.64	3,011,918.64
Retained Equity		172,796.24	1,358,299.27	955,745 59	438,145 29	77,951.84
Other			`			
Current Period Profit or Loss		-7,460.20	312,860.04	480,584.27	482,070.07	487,555.87
TOTAL OWNER'S EQUITY		2,286,254 88	3,792,077 95	2,536,757 32	3,055,843 42	3,577,426.35
TOTAL LIABILITIES AND EQUITY		5,641,907.64	5,491,561 10	6,112,018 08	6,414,286.99	6,719,052.73
WORKING CAPITAL		143,238.79	135,778 59	448,636 73	929,223 00	1,411,303 07
CURRENT RATIO		1 24	1 23	1 75	2 54	3 35
DEBT TO EQUITY RATIO		1 47	0.84	1 17	0 90	0.71
EQUITY TO TOTAL ASSETS		0,10	0 69	0 42	0 48	0 53

PROJECTED INCOME STATEMENT

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
METER NUMBER						
Existing Number of Taps	2,737.00	2,757 00	2,777 00	3,764.00	3,784.00	
New Taps per Year	20.00	20 00	987 00	20.00	20.00	-
Total Meters at Year End	2,757.00	2,777.00	3,764.00	3,784 00	3,804 00	
METER REVENUE						
Fees Per Meter	705.72	820 64	820 64	820.64	820.64	
Cost Per Meter	646.35	646.35	646 35	646.35	646 35	
Operating Revenue Per Meter	59.37	174 29	174 29	174 29	174 29	
GROSS WATER REVENUE						
Fees						
Other						
Gross Income	163,683.00	484,003.33	656,027 56	659,513.36	662,999 16	
OPERATING EXPENSES						
General & Administrative						
Interest	171,143 29	171,143.29	175,443 29	175,443 29	175,443.29	
Other						
NET INCOME	-7,460 20	312,860.04	480,584.27	482,070 07	487,555 87	

PROJECTED EXPENSES STATEMENT

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
GENERAL/ADMINISTRATIVE EXPENSES						
Salaries						
Office Expense	10,030 92	10,030.92	10,030 92	10,030 92	10.030.92	
Computer Expense	10,000 02	10,000.02	.0,00002	.0,000 0=	,	
Auto Expense						····
Insurance Expense	10,163 76	10,163 76	10,163,76	10,163.76	10,163 76	
Telephone Expense				,		
Utilities Expense						
Depreciation Expense						
Property Taxes	29,121.39	29,121 39	29,121.39	29,121.39	29,121.39	
Professional Fees	3,750.00	13,750.00	3,750 00	3,750.00	3,750 00	
Other	98,904 00	98,904.00	98,904 00	98,904.00	98,904 00	
Total	151,970.07	151,970 07	151,970.07	151,970.07	151,970.07	
% Increase Per Year						
OPERATIONAL EXPENSES						
Salaries	786,239 94	786,239 94	786,239 94	786,239 94	786,239 94	
Auto Expense						
Utilities Expense	122,430 89	122,430.89	122,430.89	122,430 89	122,430.89	
Depreciation Expense	142,886 16	142,886.16	177,315.16	177,315.16	177,315.16	
Repair & Maintenance	383,091 12	383,091.12	383,091 12	383,091.12	383,091 12	
Supplies	59,658.53	59,658 53	59,658 53	59,658 53	59,658.53	
Other	135,716.83	135,716 83	135,716.83	135,716.83	135,716 83	
Total	1,630,023 47	1,630,023 47	1,630,023 47	1,630,023.47	1,630,023.47	
% Increase Per Year						
ASSUMPTIONS						
Interest Rate/Terms						
Utility Cost/gal.						<u> </u>
Depreciation Schedule	<u></u>					
Other						

PROJECTED SOURCES AND USES OF CASH STATEMENTS

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
SOURCES OF CASH						
Net Income		312,860 04	480,584 27	482,070.07	487,555.87	
Depreciation (if Funded)	142,886.16	142,886 16	177,315 16	177,315.16	177,315 16	
Loan Proceeds			594,000 00			
Other	132 00		891,000 00			
Total Sources	143,018.16	455,746 30	2,142,899 43	659,395.23	664,871 03	
USES OF CASH						
Net Loss	7,460.20					
Principle Portion of Pmts.						
Fixed Asset Purchase			1,485,000.00			
Reserve						
Other						
TOTAL USES	7,460 20		1,485,000 00			
NET CASH FLOW	135,558 16	455,746.30	657,899 43	659,395.23	664,871 03	
DEBT SERVICE COVERAGE						
Cash Available for Debt						
Service (CADS)						
Net Income (Loss)	-7,460 20	312,860.04	480,584.27	482,070 07	487,555.87	
Depreciation , or Reserve	142,886 16	142,886.16	177,315 16	177,315.16	177,315 16	
Interest						
TOTAL	135,558.16	455,746.30	657,899 43	659,395 23	664,871.03	
REQUIRED DEBT SERVICE (RDS)						
Principle Plus Interest	171,143.29	171,143 29	175,443.29	175,443.29	175,443.29	
DEBT SERVICE COVERAGE RATIO						
CADS Divided by RDS	0.79	2 66	3 84	3.85	3.88	

Purchase Agreement

<u>PURCHASE AND SALE AGREEMENT</u> (CCN 12095; PWS #1011493, #1010049, #0360027)

THIS PURCHASE AND SALE AGREEMENT this ("Agreement") is entered into as of April 13, 2018 by and between J&S Water Company, LLC, a Texas limited liability company, having an address of 8010 Thompson Road, Highlands, Texas 77562 ("Seller"), and Nerro Supply, LLC, a Texas limited liability company, having an address of 11131 McCracken Circle, Suite A, Cypress, Texas 77429 ("Buyer") (Seller and Buyer sometimes collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Seller owns water plants and related water distribution lines, wastewater treatment plants and related sanitary sewer lines and facilities, and other assets which furnish water supply and wastewater collection and treatment services to residents in areas of Houston, Texas operated under CCN 12095, but only as to the PWS #1011493 (Maple Leaf Gardens), #1010049 (Oakland Village) and #0360027 (serving the Woodlands Acres, Subdivision and adjoining Mobile Home Park) (collectively the "Utility Systems");

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller all of the physical assets of Seller comprising the Utility Systems (except as noted below), including the real property owned by Seller and all personal property owned by Seller related to such Utility Systems (collectively the "Assets") upon the terms and conditions set forth herein;

WHEREAS, Seller desires that certain equipment located at the Woodlands Acres wastewater treatment plant ("Woodlands Acres WWTP") be excepted from the sale and remain the exclusive equipment of Seller (such equipment to be specifically excluded from the definitions of the Assets and the Utility Systems as further detailed in this Agreement);

WHEREAS, Seller further desires that Buyer enter into a lease agreement with a third-party so that such third-party may: (i) lease an area of the Woodlands Acres WWTP for its own operations, and (ii) lease capacity in the Woodlands Acres WWTP for the benefit of such third-party;

WHEREAS, Buyer is amenable to exclude the above-referenced equipment from the sale of the Assets and to lease both a portion of the real property associated with and of capacity in the Woodlands Acres WWTP, on condition that: (i) Seller complete certain proposed expansions/upgrades to the Utility Systems, including obtaining all required regulatory approvals for operation of such expanded/upgraded facilities, and bearing a prorata share of the costs of same, and (ii) the third-party enter into a separate lease agreement acceptable to Buyer which specifically requires such third-party to (a) share any additional operating costs associated with its use of the Woodlands Acres WWTP, and (b) provides Buyer a future option to purchase such third-party's rights in and to the Woodlands Acres WWTP operation and such other operations of the third-party which Buyer may determine appropriate in the future;

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements set forth herein and in reliance upon the representations and warranties contained herein, the Parties hereto covenant and agree as follows:

ARTICLE 1 SALE AND PURCHASE

- Section 1.1 <u>Sale and Purchase</u>. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, free and clear of all liens and encumbrances other than the Permitted Exceptions (as defined hereinbelow), all of Seller's right, title and interest in and to the Assets. The Assets are more particularly described on <u>Schedule 1.1</u> attached hereto, including the legal description(s) for the Property (as defined hereinbelow) associated with and which comprises any portion of the Assets.
- Section 1.2 <u>Assumption of Liabilities</u>. Buyer shall assume all property taxes on the Assets for 2018 and all ordinary trade payables and liabilities to the vendors and creditors of Seller (the "Assumed Debts"); provided, however property taxes for 2018 will be prorated between Seller and Buyer at the Purchase Closing (as defined hereinbelow) and Buyer will receive a credit towards the Purchase Price (as defined hereinbelow) for property taxes for the period prior to the date of Purchase Closing. Buyer will be responsible for all taxes accruing after the date of Purchase Closing.
- Section 1.3 <u>Purchase Closing</u>. Buyer's purchase of the Assets from Seller (the "Purchase Closing") shall take place not later than fifteen (15) business days following the written final approval of Seller's Sale, Transfer or Merger Application ("STM Application") by the Public Utility Commission of Texas ("PUC"). It shall be a condition of this Agreement that Seller shall diligently pursue approval of the STM Application, and that the sale contemplated by this Agreement and the effectiveness of this Agreement shall specifically be conditioned upon the PUC's approval of the STM Application. If the PUC has not issued written final approval of Seller's STM Application by September 30, 2019, then Buyer may terminate this Agreement by delivering written notice of termination to Seller, in which case the Earnest Money (as defined hereinbelow) shall be refunded to Buyer.
- Section 1.4 <u>Purchase Price</u>. In consideration for the sale of the Assets by Seller to Buyer, at the Purchase Closing Buyer shall pay to Seller One Million Three Hundred Fifty Four Thousand Five Hundred Dollars (\$1,480,500) (the "Purchase Price", calculated at \$1,500 per Connection multiplied by 987 Connections, where "Connection" is defined as a metered point of connection between the Utility Systems and an existing habitable residential or occupiable commercial structure), subject to final calculation as noted in subsection (ii) below, to be paid in two installments as follows:
 - (a) Earnest Money: Buyer shall deposit with Escrow Agent (as defined hereinbelow) the sum of \$14,805 (equal to 1% or the Purchase Price listed above) (the "Earnest Money") within two (2) days after Buyer's execution of this Agreement, which shall be applied to the Purchase Price.

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- (ii) Payment of Balance of Purchase Price: On the Purchase Closing, Buyer will remit to Seller the balance of the Purchase Price (which amount may be subject to final revision to account for: (a) a per Connection adjustment, upward or downward, such that the final Purchase Price equals \$1,500 per actual Connection to the Utility Systems, which final amount will be determined and agreed upon by the Parties during the Due Diligence Period (as defined hereinbelow); minus (b) any offset(s) for a prorata share of certain proposed expansions/upgrades to the Utility Systems as further detailed in this Agreement).
- Section 1.5 <u>Purchase Closing Deliveries.</u> At the Purchase Closing, Seller shall deliver to Buyer:
 - (i) a Conveyance and Bill of Sale of Utility Facilities in the form attached hereto as <u>Exhibit A</u>, with appropriate 'save and except' provisions for certain equipment located at the Woodlands Acres WWTP be excluded from the sale and remain the exclusive equipment of Seller;
 - (ii) a Special Warranty Deed in the form attached hereto as **Exhibit B**;
 - (iii) such other items as Escrow Agent may reasonably require in order to close the transaction contemplated herein (e.g., closing statement(s), non-toreign person attidavit(s), owner's attidavit(s));

and

- (iv) a lease agreement or similar instrument, executed by Buyer and a third-party which details the terms of such third-party's lease of a portion of the Woodlands Acres WWTP site and capacity in the Woodlands Acres WWTP and the corresponding sharing of costs related to such lease (which agreement also reserves a future option for Buyer to purchase such third-party's rights in and to its Woodlands Acres WWTP operations and such other operations of the third-party as determined appropriate by Buyer).
- Section Lo. <u>Purchase Closing Costs</u>. Buyer and Seller shall share all escrow and recording fees in connection with the sale of Property on an equal (50/50) basis. Seller shall be responsible for all costs, if any, related to the transfer of customer billing information/data, which costs may be allocated as an offset of the final price paid by Buyer at the Purchase Closing.

ARTICLE 2 EARNEST MONEY AND DUE DILIGENCE

Section 2.1 <u>Earnest Money</u>. The Earnest Money in the amount of \$14,805 is to be deposited with Chris Underbrink at Alamo Title Company, 1800 Bering, Suite 150, Houston, Texas 77057 ("Escrow Agent"). Any interest earned on the Earnest Money shall be considered part of the Earnest Money for all purposes under this Agreement. Upon the Purchase Closing, or

after the expiration of the Due Diligence Period (as defined hereinbelow), the Earnest Money shall be paid to Seller. If Buyer terminates this Agreement within the Due Diligence Period, the Earnest Money shall be refunded to Buyer within ten (10) days of such termination.

Section 2.2 <u>Title Commitment</u>. Within ten (10) days after the Effective Date of this Agreement (as defined hereinbelow), the Seller shall: (i) cause the Escrow Agent to issue to Seller and Buyer a current commitment for an Owner's Policy of Title (the "Title Commitment") setting forth the state of title of all real property comprising a part of the Assets (the "Property") and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations or other conditions or matters affecting such Property (including copies of all such exceptions); and (ii) provide to Buyer any survey of the Property in Seller's possession. If Buyer desires to obtain an updated survey of the Property, it shall obtain such updated survey within ten (10) days following its receipt of Seller's existing survey.

Section 2.3 <u>Title Objections</u>. In the event the Title Commitment or survey indicates any title exceptions or other matters concerning the Property which are unacceptable to Buyer then Buyer shall, within ten (10) days after receipt of the Title Commitment and copies of all exception documents referenced therein or after receipt of the survey, notify Seller in writing of such unacceptable fact(s). Buyer's failure to give Seller written notice of objections within such period shall be deemed to be Buyer's approval of the title matters indicated in the Title Commitment or survey.

In the event Buyer makes objections as hereinabove set forth, until the expiration of the Due Diligence Period (hereafter defined) Seller may either: (i) undertake to eliminate or modify any unacceptable title exceptions or conditions concerning the Property to the reasonable satisfaction of the Buyer; or (ii) give written notice to Buyer of its decision not to seek to cure Buyer's objections. In the event Seller fails to eliminate or modify the unacceptable title matters or conditions concerning the Property prior to the expiration of the Due Diligence Period or gives notice to Buyer of its decision not to attempt to cure Buyer's objections, then Buyer may either: (i) terminate this Agreement by written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Earnest Money and accrued interest thereon shall be returned to Buyer within ten (10) days of such written notice; or (ii) waive its objections and proceed with the purchase of the Property. Buyer's failure to timely terminate this Agreement prior to the expiration of the Due Diligence Period shall be deemed to be an election to waive its objections.

Section 2.4 Owner's Title Insurance Policy. In the event Buyer elects to purchase the Assets of the Seller, Seller agrees to furnish to Buyer at the Purchase Closing, at Seller's sole expense, the standard form of Texas owner's policy of title insurance, issued by the title company in Buyer's favor in the amount of the Purchase Price, insuring Buyer's fee simple title to the Property subject only to those title exceptions approved or deemed approved by Buyer, and the standard printed exceptions contained in the standard form of Texas owner's policy of title insurance. In the event Buyer desires extended coverage or any modifications or endorsements to the base policy, Buyer shall be responsible for all such additional premiums or costs.

Section 2.5 Inspections/Review Periods.

- A. Inspections. Buyer shall have the right to conduct, at Buyer's sole expense, such physical, engineering and feasibility studies and any auditing or accounting reviews of the financial records and books of Seller as they pertain to the Assets as Buyer deems appropriate in an effort to determine whether or not the Assets are suitable for Buyer's intended use and other purposes. Buyer, its agents, employees and independent contractors, shall have the right to come onto the Property, shall have access to the other Assets, and shall be provided reasonable access to the financial records and books, for the purposes of auditing, examining, inspecting or testing the Assets and records as Buyer reasonably deems appropriate. Any audit, examination, inspection or test shall not unreasonably interfere with Seller's use of the Assets and shall not violate any law or regulation of any governmental entity having jurisdiction over the Assets. Buyer agrees to indemnify and hold Seller harmless from any and all loss and expense (including, without limitation, attorney's fees) resulting from claims and damages caused by, arising out of or incurred in connection with any negligence or willful misconduct of Buyer in the exercise of its rights under this paragraph.
- B. <u>Due Diligence Period</u>. Buyer shall have a period of sixty (60) days after the Effective Date of this Agreement (the "Due Diligence Period") to review all of the due diligence materials delivered to it by Seller and to conduct the investigations described above. Notwithstanding anything seemingly to the contrary, Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement prior to the expiration of the Due Diligence Period by delivering written notice thereof to Seller, in which event the Earnest Money shall be returned to Buyer within ten (10) days of such written notice.
- Optional Due Diligence Period Extension. Notwithstanding the forgoing C. provisions, the Due Diligence Period shall be extended for an additional thirty (30) days ("Due Diligence Period Extension") if, as of the end of the initial Due Diligence Period, either: (i) Seller has not yet completed, or paid for, any required Utility Systems expansions/upgrades or the corresponding permit(s) (including permit amendments and renewals) associated with such expansions/upgrades with sufficient time for Buyer to inspect, and acknowledge in writing to Seller, that such expansions/upgrades are acceptable for Buyer to include as part of the Utility Systems; or (ii) the third-party to which Seller has requested Buyer enter a separate lease agreement has not yet agreed to the terms of the proposed lease. This Due Diligence Period Extension provides Seller and the prospective third-party the benefit of additional time to fulfill their obligations under this agreement and any prospective lease with Buyer, and allows Buyer the exclusive right to defer the termination of this Agreement if it reasonably elects to do so. Such Due Diligence Period Extension may be exercised, in the sole discretion of the Buyer, no more than two (2) times.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as set forth below, as of the date of this Agreement and as of the date of the Purchase Closing:

- Section 3.1 Authority of Seller. Seller is duly organized, validly existing and in good standing under the laws of the State of Texas, and Seller has all requisite legal power and authority to enter into, execute and deliver this Agreement and the documents contemplated hereby to be executed by Seller, and to perform the obligations to be performed by Seller hereunder and thereunder, respectively. The execution, delivery and compliance by Seller with the terms of this Agreement and the documents contemplated hereby to be executed by Seller and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary legal action by Seller. This Agreement has been duly executed and delivered by Seller and this Agreement constitutes, and the documents contemplated hereby to be executed by Seller upon their execution and delivery as herein provided will constitute, the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.
- Section 3.2 <u>STM Application</u>. Buyer and Seller shall submit to the PUC, a STM Application no later than fifteen (15) days after the Effective Date of this Agreement. Buyer and Seller shall diligently pursue the STM Application. Buyer agrees to cooperate with Seller's efforts to obtain PUC approval. The Parties shall share equally in the cost associated with the preparation and filing of the STM application.
- Section 3.3 Repairs; Expansions/Upgrades of the Utility Systems. Seller shall complete at its sole expense all reasonable repairs to the Utility Systems which Buyer in its reasonable discretion, or any regulatory agency with jurisdiction, requires be completed as part of the STM Application, the purchase/sale contemplated by this Agreement, and any proposed lease of equipment, facilities or capacity in the Woodlands Acres WWTP to a third-party as requested by Seller. Buyer and Seller also agree to share and pay equally (50/50) all costs associated with a proposed expansion/upgrade of the Woodlands Acres WWTP (primarily the installation of an additional aeration basin and any related appurtenances and equipment as may be required), including the costs for obtaining all necessary permits (including permit amendments and renewals) for operation of the expanded/upgraded Woodlands Acres WWTP; provided, however, that Buyer's total aggregate share of costs for such expansion/upgrade, permitting, etc. shall not exceed \$50,000.
- Section 3.4 <u>No Conflicts</u>. The execution and delivery of this Agreement and the documents contemplated hereby to be executed by Seller does not, and compliance by Seller with the terms hereof and thereof and consummation by Seller of the transactions contemplated hereby and thereby will not: (a) violate or conflict with any existing term or provision of any national, federal, state, county, parish, municipal or local law, treaty, statute, code, ordinance, rule or regulation ("Law") applicable to Seller or any order, writ, judgment, injunction, ruling, assessment,

award or decree ("Order") of any Governmental Body (as defined hereinbelow) applicable to Seller; (b) conflict with or result in a breach of or default under any of the terms, conditions or provisions of any organizational or other documents of Seller governing Seller's business or operations, or any agreement or instrument to which Seller is a party or otherwise subject, or by which Seller or the Assets or Assumed Debts may be bound; (c) result in the creation or imposition of any Lien upon any of the Assets or Assumed Debts; (d) give to others any right of termination, cancellation, acceleration or modification in or with respect to any agreement or instrument to which Seller is a party or otherwise subject, or by which Seller or the Assets or Assumed Debts may be bound; or (e) breach any fiduciary duty owed by Seller to any person or entity. For purposes of this Agreement, the term "Governmental Body" means any: (i) nation, state, county, parish, city, borough, village, district or other jurisdiction; (ii) federal, state, local, municipal, foreign or other government or instrumentality; (iii) governmental or quasigovernmental authority of any nature, including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers; (iv) body exercising or entitled or purporting to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or (v) official of any of the foregoing.

- Section 3.5 <u>Consents and Approvals</u>. The execution and delivery by Seller of this Agreement and the documents contemplated hereby to be executed by Seller, compliance by Seller with the terms hereof and thereof, and consummation by Seller of the transactions contemplated hereby and thereby, do not require Seller to make any declaration or give any notice to, make any filing or registration with or obtain any authorization, consent, approval or action of any Governmental Body or other third party.
- Section 3.6 <u>Litigation</u>. Seller is not now a party to any litigation, arbitration or other court proceeding, nor, to Seller's actual knowledge, is any such litigation, arbitration, governmental investigation or other court proceeding pending or threatened in writing which may materially adversely affect the Property or Seller's right to sell the Assets.
- Section 3.7 <u>Eminent Domain</u>. Seller has received no written notice of any condemnation, eminent domain or similar proceedings, pending or threatened, with regard to the Property.
- Section 3.8 <u>Violations</u>. Seller has not received in the last twelve (12) months prior to the date of this Agreement any written notices from any governmental agency regarding the failure of the Property to comply with any codes, ordinances, statutes or other Law or Order applicable to the Property, except for any failure which has been corrected.
- Section 3.9 <u>Due Diligence Materials</u>. Seller has delivered to Buyer, or will deliver to Buyer within ten business (10) days after the Effective Date, for review certain materials (the "Due Diligence Materials") concerning the Assets, including, without limitation:
 - A. all contracts affecting the Assets and historical operating statements;
 - B. copies of Tariff/Rate Cases;
 - C. correspondence with the PUC/State of Texas;

- D. copies of any violations or citations;
- E. agreements between homeowners/customers and Seller;
- F. previous Environmental Reports;
- G. previous Title Commitment(s) (new report to be provided within 10 business days);
- H. previous ALTA survey;
- 1. financial statements, but not limited to, Profit & Loss Statement, Balance Sheet, Cash Flow Statement, Aging Reports;
- J. specifications, installation and maintenance records and list of assets associated with the system, including, but not limited to, the length and size of pipe; number, size and type of valves, type and size or capacity of all storage tanks, pressure tanks and pressure pumps; description of chlorination facilities; description of all buildings and structures at each plant site. This information should include the date of purchase or of placing the asset into service inclusive of all equipment (tanks/pumps/generators/wells/piping), etc.;
- K. well drillers logs for original well installations;
- L. list of real property to be conveyed with the system and tax valuation for each;
- M. copies of inspection reports and responses to same covering the past five (5) years;
- N. most recent Annual Report submitted to the PUC;
- O. water quality reports for the past two (2) years;
- P. consumer confidence reports from the past two (2) years;
- Q. list of any capital improvements necessary to bring the system up to PUC/EPA standards;
- R. percent of line loss for previous year period and explanation of loss;
- S. all variances filed and reasons for variance on all systems.

Such Due Diligence Materials are true and correct in all material respects, and represent all of the material information in Seller's possession (or under its control) concerning the Assets.

Section 3.10 <u>Accounting Materials Requirements.</u> Seller has delivered to Buyer, or will deliver to Buyer within ten business (10) days after the Effective Date, for review certain accounting materials concerning the assets, including, without limitation:

- A. complete list of assets, date placed in service, depreciable life, and net book value:
- B. list of real property (prefer property tax bill or property tax records);
- C. list of common assets:
- D. list of utility providers for electric, gas, water (purchase), groundwater conservation districts. Copies of latest bill for transfer of service;
- E. list of rental property;
- F. list of any mineral rights, etc. that convey with the real estate;
- G. monthly and yearly usage and billing statements from the last two (2) years; and
- H. RVS data files.

Such accounting materials are true and correct in all material respects, and represent all of the material accounting information in Seller's possession (or under its control) concerning the Assets.

Section 3.11 Conveyance "As-Is" and Without Warranties. Buyer acknowledges that, except as expressly set forth herein, Buyer is purchasing the Assets based solely on Buyer's inspection and investigation of the Assets and that Buyer will be purchasing the Assets in their "AS IS" and "WITH ALL FAULTS" condition, based upon the condition of the Assets as of the date of this Agreement. Without limiting the foregoing, Buyer acknowledges that, except as expressly set forth herein, neither Seller nor any of its agents have made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to: (a) the value, nature, quality or condition of the Assets, including, without limitation, the existence or nonexistence of asbestos, toxic waste or any hazardous material, water, soil or geology; (b) development rights, bonds, taxes, covenants, conditions and restrictions affecting the Property; (c) the compliance of the Assets with any laws, rules, ordinances, or regulations of any applicable governmental authority or body including, without limitation, zoning laws, building laws or codes, fire codes, or the Americans with Disabilities Act; (d) and any other matter with respect to the Property, EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, SUITABILITY OF THE ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, HABITABILITY, PROFITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE ASSETS AND SELLER DOES NOT MAKE, HAS NOT MADE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY FIRE, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS. The provisions of this Section 3.10 shall survive the Purchase Closing and delivery of the Bill of Sale and Special Warranty Deed to Buyer.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that:

Section 4.1 <u>Authority of Buyer</u>. Buyer is duly organized, validly existing and in good standing under the laws of the State of Texas, and Buyer has all requisite legal power and authority to enter into, execute and deliver this Agreement and to perform the obligations to be performed by Buyer hereunder and thereunder, respectively. The execution, delivery and compliance by Buyer with the terms of this Agreement and the documents contemplated hereby to be executed by Seller and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary legal action by Buyer. This Agreement has been duly executed and delivered by Buyer and this Agreement constitutes, and the documents contemplated

hereby to be executed by Buyer upon their execution and delivery as herein provided will constitute, the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

Section 4.2 <u>No Conflicts</u>. The execution and delivery of this Agreement do not, and compliance by Buyer with the terms hereof and consummation by Buyer of the transaction contemplated hereby will not, violate or conflict with any existing term or provision of any Law or Order applicable to Buyer or conflict with or result in a breach of or default under any of the terms, conditions or provisions of any agreement or instrument to which a Buyer is a party or otherwise subject.

ARTICLE 5 NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly received, if so given) by facsimile transmission, personal delivery or reliable overnight courier service such as UPS or Federal Express for delivery on the next business morning, to the Parties at the following addresses, with copies by email as provided below:

If to Buyer, to:	Nerro Supply, LLC
	5599 San Felipe, Suite 1200
	Houston, TX 77007
	Attn: Gregory Pappas
	Fax: (713) 526-9810
	Email: pappas@blackswanrep.com
With a copy to:	Roach & Mitchell, PLLC
	2800 Post Oak Blvd., Ste. 4100
	Williams Tower, 41" Floor
	Houston, TX 77056
	Attn: Jonathan Roach
	Fax: (832) 390-2350
	Email: <u>lonathan@RoachMitchell.con</u>
If to Seller, to:	J&S Water Company, LLC
	8010 Thompson Road
	Highlands, Texas 77562
	Attn: Mr. Jerry Nowling
	Fax: <u>281 426 5494</u>
	Email: Jerry Osludgenet com
With a copy to:	

Attn:	
Fax:	
Email:	

Any party from time to time may change its address for the purpose of notices to that party by giving a similar notice specifying a new address, but no such notice shall be deemed to have been given until it is actually received by the party sought to be charged with the contents.

ARTICLE 6 DEFAULT: CLOSING CONDITIONS

Section 6.1 Remedies for Default.

- A. <u>Buyer's Default</u>. If Buyer defaults on its obligation to purchase the Assets hereunder, Seller's sole remedy shall be to retain the Earnest Money as liquidated damages, it being agreed that Seller's damages in case of Buyer's default might be impossible to ascertain and that the Earnest Money constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.
- B. <u>Seller's Default</u>. If Seller defaults on its obligation to: (i) sell the Assets hereunder; (ii) diligently process until completion and approval the STM Application; (iii) complete and pay for any necessary Utility Systems expansions/upgrades or obtain and pay for any necessary permits (including amendments or renewals); or (iv) otherwise comply with this Agreement, Buyer shall have such remedies as Buyer shall be entitled to at law or in equity including, but not limited to, return of the Earnest Money within ten (10) days of Buyer providing written notice to Seller of Seller's default, damages as may be applicable, and specific performance.
- Conditions to Closing. All of Buyer's obligations hereunder are expressly Section 6.2 conditioned upon: (a) Seller having performed, observed and complied with all material covenants, agreements, and conditions required of this Agreement to be performed, observed and complied with on its part prior to or as of the Purchase Closing hereunder, (b) Seller's representations and warranties set forth herein being true and accurate in all material respects as of the date of Purchase Closing; and (c) the third-party to which Seller has requested Buyer enter a separate lease agreement actually approving and executing such lease agreement in form and substance acceptable to Buyer, in Buyer's reasonable discretion. Similarly, all of Seller's obligations hereunder are expressly conditioned upon Buyer having performed, observed and complied with all material covenants, agreements, and conditions required of this Agreement to be performed, observed and complied with on its part prior to or as of the Purchase Closing hereunder, and upon Buyer's representations and warranties set forth herein being true and accurate in all material respects as of the date of Purchase Closing. In the event any of Seller's conditions (or any conditions Buyer reasonably imposes on the proposed third-party lessee contemplated under this Agreement) are not satisfied, Buyer may be excused from performance under this Agreement and elect to terminate this Agreement, at Buyer's option, in which case the Earnest Money shall be returned to Buyer within ten (10) days of such termination. In the event any of Buyer's conditions

to proceed with the Purchase Closing are not satisfied, Seller may elect to terminate this Agreement, at Seller's option, in which case the Earnest Money shall be returned to Buyer within ten (10) days of such termination.

ARTICLE 7 MISCELLANEOUS

- Section 7.1 <u>Incorporation of Appendices, Exhibits and Schedules; Entire Agreement.</u> The appendices, exhibits and schedules attached hereto are an integral part of this Agreement and are incorporated herein by this reference and the specific references thereto contained herein. This Agreement supersedes all prior discussions and agreements among the Parties with respect to the subject matter of this Agreement, and this Agreement, including the appendices, exhibits and schedules to be delivered in connection herewith, contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.
- Section 7.2 <u>Waiver</u>. Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof; such waiver shall be in writing and shall be executed by the chairman, president, vice president, managing member, or such other person with appropriate corporate authority of each of the Parties, as applicable. A waiver on one occasion shall not be deemed to be a waiver of the same or any other matter on a future occasion.
- Section 7.3 <u>Amendment</u>. This Agreement may be modified or amended only by a writing duly executed by or on behalf of all the Parties hereto.
- Section 7.4 <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- Section 7.5 <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- Section 7.6 <u>Governing Law</u>. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of Texas without giving effect to the principles of conflicts of laws thereof.
- Section 7.7 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; *provided*, *however*, that this Agreement or any right or part hereunder shall not be voluntarily assigned by either party hereto without the prior written consent of the other party hereto.
- Section 7.8 <u>Brokerage Services Declined.</u> Buyer and Seller agree that no broker or representative was or will be involved in the transaction contemplated by this Agreement.
- Section 7.9 <u>Further Assurances</u>. Seller, on the one hand, and Buyer, on the other hand, at any time after the Purchase Closing, will promptly execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of

transfer, reasonably requested by the other Parties and necessary to comply with the representations, warranties and covenants contained herein and will take any action consistent with the terms of this Agreement that may reasonably be requested by the other Parties for the purpose of assigning, transferring, granting, conveying, vesting and confirming ownership in or to Buyer, or reducing to Buyer's possession, any or all of the Assets and the Assumed Debts.

- Section 7.10 Exclusivity of Remedies. The Parties hereto have voluntarily agreed to define their rights, liabilities and obligations respecting the subject matter of this Agreement exclusively in contract pursuant to the express terms and provisions of this Agreement. Furthermore, the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated Parties derived from arm's length negotiations; and all Parties to this Agreement specifically acknowledge that no party has any special relationship with another party that would justify any expectations beyond that of any ordinary buyer and an ordinary seller in an arm's length transaction.
- Section 7.11 <u>Effective Date</u>. The Effective Date of this Agreement shall be the date a fully executed copy hereof is received by the Escrow Agent.
- Section 7.12 <u>Assignment</u>. Buyer may assign its interest in this Agreement to any entity in which Buyer (or an affiliate thereof) owns an equity interest. As used in this section, "affiliate" shall mean any entity controlling, controlled by, or under common control with Buyer.
- Section 7.13 <u>Condemnation</u>. If at any time prior to the date of Purchase Closing greater than 5% of the area of the Property is condemned or taken (or threatened in writing to be condemned or taken) by eminent domain proceedings by any public authority, then at Buyer's option, which must be exercised in writing within five (5) business days after notice of such taking or threatened taking (and Seller shall be obligated to promptly deliver such notice), this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. If (a) Buyer elects not to terminate this Agreement, and the Property had a condemnation action with respect to 5% or greater of its respective area, or (b) if less than 5% of the area of the Property is affected, the Parties shall proceed to the Purchase Closing without a reduction in the Purchase Price and all condemnation proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer at Closing.
- Section 7.14 <u>Damage and Destruction</u>. If, at any time prior to the date of Purchase Closing, a material portion of the Property is destroyed or damaged as a result of fire or any other casualty, then at Buyer's option which must be exercised in writing within five (5) business days after notice of such damage or destruction (and Seller shall be obligated to promptly deliver such notice), this Agreement shall terminate, the Earnest Money shall be returned to Buyer, and except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. For purposes hereof, the term "material" shall be deemed to be either (i) any damage or destruction in excess of \$50,000, or (ii) any damage or destruction which is not covered by Seller's insurance (other than Seller's reasonable deductible), unless Seller agrees to pay for such uninsured damage. If less than a material portion of the Property is damaged or destroyed, or if a

Purchase and Sale Agreement (USS to Nerro 2018)

material portion of the Property is damaged or destroyed and Buyer elects not to terminate this Agreement, the Parties shall proceed to the Purchase Closing without reduction in the Purchase Price other than by the amount of the deductible under Seller's insurance policy and all insurance proceeds paid or payable to Seller shall belong to Buyer and shall be paid over and assigned to Buyer when available.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

5	SELLER:
_	&S Water Company, LLC, a Texas limited liability company
1	By: Jess Nowling Name: Kerry Nowling Title: Owner/Managing Member
1	BUYER:
	Nerro Supply, LLC, a Texas limited liability company
	By: Name: <u>Gregory Pappas</u> Title: <u>Managing Member</u>
A fully executed copy of this Agreen day of, 2018 (the "Effect	nent has been received by the undersigned on this ctive Date").
	Alamo Title Company, a Texas corporation
1	By: Name: Chris Underbrink Title: Executive Vice President

Schedule 1.1

List of Assets; Legal Description of Property

EXHIBIT A

Conveyance and Bill of Sale of Facilities

CONVEYANCE AND BILL OF SALE OF UTILITY FACILITIES

(PWS #1011493—Maple Leaf Gardens; PWS #1010049—Oakland Village; and PWS #0360027—serving the Woodlands Acres, Subdivision and adjoining Mobile Home Park)

THE STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS THAT:

COUNTY OF HARRIS §

J&S Water Company, LLC, a Texas limited liability company, having an address of 8010 Thompson Road, Highlands, Texas 77562 ("Grantor"), and Nerro Supply, LLC, a Texas limited liability company, having an address of 5599 San Felipe, Suite 1200, Houston, TX 77056 ("Grantee"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the agreement of Grantee to pay the "Purchase Price" as defined in and pursuant to the terms of that certain Purchase and Sale Agreement between Grantor and Grantee herein dated to be effective April 13 _____, 2018 (the "Agreement"), has TRANSFERRED, BARGAINED, GRANTED, SOLD, CONVEYED, ASSIGNED, SET OVER and DELIVERED, and by these presents does TRANSFER, BARGAIN, GRANT, SELL, CONVEY, ASSIGN, SET OVER and DELIVER, to Grantee its successors and assigns, all its right, title and interest in PWS #1011493— Maple Leaf Gardens, PWS #1010049-Oakland Village, and PWS #0360027-serving the Woodlands Acres, Subdivision and adjoining Mobile Home Park, including all facilities and all goods, plants, appliances, lines, pipes and works incorporated as part of the facilities, including without limitation all Utility Systems and Assets as defined in the Agreement (collectively referred to herein as the "Facilities) described in Exhibit "1" attached hereto and made a part hereof for all purposes. The conveyance and sale of the Facilities hereunder is made free and clear of all liens, claims, encumbrances, options, charges, assessments, restrictions, limitations, and reservations, including liens for ad valorem taxes for the current year and any payments due to construction contractors, laborers and materialmen which might affect the Facilities due to the proposed or prior expansion/upgrade of same.

TO HAVE AND TO HOLD the above-described Facilities together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described Facilities subject to the matters herein set forth, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

Grantor binds and obligates itself, its successors and assigns to execute and deliver at the request of Grantee any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to Grantee of the Facilities.

Grantor, in addition to the other representations and warranties herein, specifically makes the following agreements, representations and warranties:

- 1. As of the date hereof Grantor has complied with all terms, provisions and covenants of, and performed all required services under, the Agreement as the Agreement relates to the Facilities; and Grantor has paid in full all repair costs as required by the Agreement and paid its prorata share of all expansions/upgrades to the Facilities as required by the Agreement.
- 2. Grantor has the full legal right and authority to make the sale, transfer, and assignment herein provided.
- 3. Grantor has good and marketable title to the Facilities conveyed and sold hereunder, is not a party to any written or oral contract which adversely affects this conveyance and sale, and is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this conveyance and bill of sale.
- 4. Grantor is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which would prevent the execution of this conveyance and bill of sale.
- 5. The person executing this conveyance and bill of sale on behalf of Grantor has full authority to do so, and no further official action need be taken by Grantor to validate this conveyance and bill sale.
- 6. There are no holders of liens against the Facilities.

The representations, warranties, covenants, indemnities, and other agreements contained herein shall be deemed to be material and continuing, shall not be merged, and shall survive the closing of this transaction and the delivery of the Facilities, except as otherwise herein expressly provided.

The parties represent that neither has used any agent or broker to bring about this conveyance and sale and agree that no fee is due any agent or broker by reason hereof.

The conveyance and bill of sale may be executed in a number of counterparts each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this conveyance and bill of sale to be executed and delivered by their duly authorized officers.

ISIGNATURES COMMENCE ON FOLLOWING PAGE

EXECUTED this the $\frac{13}{3}$ day of $\frac{Apr. 1}{2}$, 2018.

J&S Water Company, LLC, a Texas limited liability company

By: July Mane: Herry Nowling

Title: Owner/Managing Member

"Grantor"

THE STATE OF TEXAS

ş

COUNTY OF Jarris

This instrument was acknowledged before me on this 13th day of 12th, by Jerry Nowling, Owner/Managing Member of J&S Water Company, LLC, a Texas limited liability company, on behalf of said company.

BARBARA A LEMMA Notary ID # 7079494

My Commission Expires September 20, 2020 Notary Public in and for the State of TEXAS

AGREED TO AND ACCEPT	TED THIS day of, 20
	Nerro Supply, LLC, a Texas limited liability company
	By: Name: <u>Gregory Pappas</u> Title: <u>Managing Member</u>
	"Grantee"
THE STATE OF TEXAS § §	
COUNTY OF §	
This instrument was acknowl 20, by, N liability company, on behalf of said co	ledged before me on this day of, Managing Member of Nerro Supply, LLC, a Texas limited ompany.
(SEAL)	Notary Public in and for the State of T E X A S

•

EXHIBIT "1"

List of Assets; Legal Description of Property
[similar to Schedule 1.1 of the Purchase and Sale Agreement]

Save and Except certain equipment located at the Woodlands Acres WWTP as follows:

<u>Exhibit B</u>

Special Warranty Deed

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

SPECIAL WARRANTY DEED

J&S Water Company, LLC, a Texas limited liability company ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Nerro Supply, LLC, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, hereby GRANTS, BARGAINS, SELLS and CONVEYS unto Grantee the real property located in Harris County, Texas, which is more particularly described on Exhibit "A-1" attached hereto and made a part hereof, together with all and singular, all of Grantor's right, title and interest in and to any and all rights, benefits, privileges, easements, tenements, and appurtenances thereon, and together with all of Grantor's right, title and interest in and to the structures, fixtures and improvements, located thereunder and thereon (collectively called the "Property"), subject to, however, those matters set forth in Exhibit "B-1" attached hereto and made a part hereof to the extent valid, in existence and affecting the Property (said exceptions being called the "Permitted Exceptions").

GRANTOR assumes responsibility for the payment of taxes for the year 2017 and for the payment of all taxes for prior years.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors, legal representatives and assigns forever. Grantor does hereby bind itself, and its legal representatives and successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors, legal representatives and assigns, against every person whomever lawfully claiming or to claim the same or any part thereof, by or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

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After Recording, Return To: Roach & Mitchell, PLLC 2800 Post Oak Blvd., Ste. 4100 Houston, Texas 77056

day of April , 2018.	
9	GRANTOR:
	J&S Water Company, LLC, a Texas limited liability company
	By: Jenny Hamling Name: Jerry Nowling Title: Owner/Managing Member
STATE OF Jekes	
COUNTY OF Harris	
This instrument was acknowle Nowling, Owner/Managing Member company, on behalf of said company.	dged before me on (Lycil 13, 2018, by Jerry of J&S Water Company, LLC a Texas limited liability
	New Publicion of for
DAGGAHA C. LAMMA	Notary rubne in and for
BARBARA A : EMMA Notary IE # 131/9494 My Commission Expires	the State of Julius
Set 1 - 1020	Printed Name of Notary
	i mited Name of Notary
	My Commission Expires: $9 - 20 - 20$
Attachments:	
Exhibit "A-1" - Legal Description	
Exhibit "B-1" - Permitted Exceptions	

EXHIBIT "A-1" LEGAL DESCRIPTION

~_.

EXHIBIT "B-1" PERMITTED EXCEPTIONS

Current Water & Sewer Tariffs



WATER UTILITY TARIFF Tariff Control Number: 46761.

Utility Name)	1905 N. Battle Bell Road (Business Address)
Highlands, TX 77562 (City, State, Zip Code)	(281) 590-4359 (Area Code/Telephone)
This tariff is effective for utility operations under the following Certificand Necessity:	cate of Convenience
12085	;
This tariff is effective in the following counties:	
Harris, Chambers, and Liberty	٠,
This tariff is effective in the following cities or unincorporated towns (if any):
None .	
This tariff is effective in the following subdivisions:	
Arbor Oaks (PWS #1011493), Five Oaks (PWS #1011832), Ma	aple Leaf Gärdens (PWS
#1011493), Oakland Village (PWS #1010049), Windfern Meadov Woodland Acres (Subdivision and Mobile Home Park) (PWS #036002	
TABLE OF CONTENTS	
The above utility lists the following sections of its tariff (if additional a section, all pages should be numbered consecutively):	pages are needed for
SECTION 1.0 - RATE SCHEDULE	2 3 11
APPENDIX A: DROUGHT CONTINGENCY PLAN APPENDIX B: APPLICATION FOR SERVICE	1

J & S. Water Compan	y, L.L.C	Water Utility Tariff Page No. 2
Arbor Oaks, Five Oaks,	Maple Leaf MH.	,
Oakland Village, & Win (Utility Name)	adfern Meadows	
(Othity Name)	SECTION 1.0 RATE SCHEDI	ULE
Section 1.01 - Rates		•
Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8" or 3/4" 1" 1 ½" 2" 1 3" 1 4" 1	\$\frac{23.44}{58.60}\$ (per connection for all water meter \$\frac{58.60}{117.20}\$ \$\frac{187.52}{351.60}\$ \$\frac{586.00}{172.00}\$	sizes) \$\frac{4.26}{2.26} *** per 1,000 gallons over the minimum
6" +	\$ <u>1,172.00</u>	•
Regional Water Aut	ge: Gallonage charge of \$4.26 per 1,000 ga hority's ground water fee surcharge of \$2.	76 per 1,000 gallons.
Cash X., Chec THE UTILITY PAYMENTS M GIVEN FOR CA	NT: The utility will accept the following $k X$, Money Order X , Credit C MAY REQUIRE EXACT CHANGE FOR PAYMENT ADE USING MORE THAN \$1.00 IN SMALL COINS ASH PAYMENTS. A fee of five percent (5%) of the amount paid	Card X, Other (specify) S AND MAY REFUSE TO ACCEPT S. A WRITTEN RECEIPT WILL BE
	SSESSMENT REQUIRE THE UTILITY TO COLLECT A FEE OF	
Section 1.02 - Misc	ellaneous Fees	
TAP FEÉ ŤAP FEE COVI	ERS THE UTILITY'S COSTS FOR MATERIALS AND CONNECTION. AN ADDITIONAL FEE TO COVE	
	AL TAP FEE	S ACTUAL COST FOR MATERIALS
WHO HAS BE UNDER SECT a) Non pa	I FEE RECT FEE MUST BE PAID BEFORE SERVICE CAN EN DISCONNECTED FOR THE FOLLOWING REAS TION 2.0 OF THIS TARIFF): Tyment of bill (Maximum \$25.00)	ons (or other reasons listed <u>\$25.00</u>

J & S. Water Company, L.L.C

Arbor Oaks, Five Oaks, Maple Leaf MH,

Oakland Village, & Windfern Meadows

(Utility Name)

SECTION 1.0 -- RATE SCHEDULE (Continued)

TRANSFER FEE
LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)
RETURNED CHECK CHARGE\$30.00 RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.
CUSTOMER DEPOSIT RESIDENTIÁL (Maximum \$50)\$50.00
NON-RESIDENTIAL CUSTOMER DEPOSIT 1/6 TH of estimate annual billing
METER TEST FEE
METER CONVERSION FEE

PASS THROUGH ADJUSTMENT CLAUSE:

The utility may pass on only to those customers served by a system subject to the jurisdiction of the North Harris County Regional Water Authority (NHCRWA) or systems receiving purchased water from the City of Houston Groundwater Reduction Plan (COH GRO), any increase or decrease in its underground water district pumpage fee or purchased water fee, thirty (30) days after noticing of any change to all effected customers and filing notice with the PUC as required by 16 TAC 24.21 (h). The change per customer shall be calculated as follows:

 $(A \times B) / C + L (A \times B) / C =$ increase or decrease to existing gallonage rate

Where:

A = Utility's annualized change in cost of water subjected to district's fee

B = Average number of gallons

C = 1,000 gallons

L = Percentage system wide line loss for the preceding 12 months, not to exceed 15%

J & S. Water Company, L.L.C

Woodland Acres

(Utility Name)

SECTION 1.0 -- RATE SCHEDULE (Continued)

LATE CHARGE (EITHER \$5.00 OR 10% OF		
PUC RULES ALLOW A ONE-TIME PENALTY	TO BE CHARGED ON DELINQUENT B	ILLS. A LATE
CHARGE MAY NOT BE APPLIED TO ANY BA A PREVIOUS BILLING.	LANCE TO WHICH THE PENALTY WA	S APPLIED IN
	•	
RETURNED CHECK CHARGE	•	\$30.00

RETURNED CHECK CHARGE\$30.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)......\$50.00

PASS THROUGH ADJUSTMENT CLAUSE:

The utility may pass on only to those customers served by a system subject to the jurisdiction of the North Harris County Regional Water Authority (NHCRWA) or systems receiving purchased water from the City of Houston Groundwater Reduction Plan (COH GRO), any increase or decrease in its underground water district pumpage fee or purchased water fee, thirty (30) days after noticing of any change to all effected customers and filing notice with the PUC as required by 16 TAC 24.21 (h). The change per customer shall be calculated as follows:

(A x B) / C + L [A x B) / C] = increase or decrease to existing gallonage rate

Where:

A = Utility's annualized change in cost of water subjected to district's fee

B = Average number of gallons

C = 1,000 gallons

L = Percentage system wide line loss for the preceding 12 months, not to exceed 15%



SEWER UTILITY TARIFF Docket Number: 46438

J & S Water Company, LLC (Utility Name)

1905 N. Battle Bell Road (Business Address)

Highlands, TX 77562 (City, State, Zip Code)

(281) 590-4359 (Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

20658

This tariff is effective in the following counties:

Harris, Chambers and Liberty

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivision:

Maple Leaf Gardens and Windfern Meadows (WQ 12342-001), Five Oaks (WQ 12382-001), and Woodland Acres (WQ 11720-001)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0 - RATE SCHEDULE	2
SECTION 2.0 - SERVICE RULES AND POLICES	
SECTION 3.0 - EXTENSION POLICY	C

APPENDIX A: SAMPLE SERVICE AGREEMENT

SECTION 1.0 -- RATE SCHEDULE

Section 1.01 - Rates

Meter Size	Monthly Minimum Charge	Gallonage Charge
5/8"	\$36.15 (Includes 0 gallons)	\$2.00 per 1,000 gallons
	charges are determined based on average consumption for nonths: December, January, and February.	or winter period which includes the
Cash X, THE MAD PAY	PAYMENT: The utility will accept the following form: Check X, Money Order X, Credit C UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND BE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN MENTS. ent Fee*: A fee of five percent (5%) of the amount paid will the	Card X, Other (specify) * MAY REFUSE TO ACCEPT PAYMENTS RECEIPT WILL BE GIVEN FOR CASH
REGULAT PUC	ORY ASSESSMENT RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERC	
Section 1.0	2 - Miscellaneous Fees	
	Residential) FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AN IDENTIAL CONNECTION 5/8" or %" METER.	D LABOR TO INSTALL A STANDARD
TAP	IDENTIAL TAP FEE (Large Connection Tap) FEE IS THE BASED ON THE AVERAGE OF THE UTILITY'S COST IDENTIAL CONNECTIONS.	FOR MATERIALS AND LABOR FOR NON-
PECONNIE	ECTION FEE	
THE DISC	E RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RES' CONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASOUF):	
a)	Non-payment of bill (Maximum \$25.00)	
THE	ER FEE E TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCATION WHEN THE SERVICE IS NOT DISCONNECTED.	
PUC	ARGE (EITHER \$5.00 OR 10% OF THE BILL)	LINQUENT BILLS. A LATE CHARGE MAY

J & S Water Company, LLC (Utility Name)

SECTION 1.0 -- RATE SCHEDULE (Continued)

RETURNED CHECK CHARGE RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.	<u>\$30.00</u>
CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)	<u>\$50.00</u>
COMMERCIAL & NON-RESIDENTIAL 1/6 TH OF ESTIMATED ANN	UAL BILL

List of Customer Deposits

PWS 1011493

Tuesday, June 12, 2018

Maple Leaf DEPOSITS

Loutez

Page 1 of 7

4:22	:20PM	
J&S	Water	Company

****	*19L I	tia raga i n	ULIL	WALL CERE	SELÍSIMI I - S	rais men taki	. ML UDLA
ta-colonidaysiyya sonootii colonya	res d' entre l'annuelle de la contraction de la 	V CAN YOUR TREE STREET	and with the second second second second	REFUND	Tilani yerang ang paga paga paga paga paga paga pa	REFLYD	CLERCHES, VERNING FRONTAMOUNTAINANT MARKET TO
39	MAPLE LEAF SEWER PL	\$0.00			\$0.00	0	
72	JOSE CARLOS RAMIREZ	\$0.00			\$0.00	0	
38	JOSE F. GONZALEZ	\$100 00	12/30/15		\$0.00	0	JOSE F. GONZALEZ
27	TRIMBLE NAVIGATION	\$100 00	3/30/10	3/30/10	\$0.00	0	VOSSLAR HOLDNGS
37	ALSTOM POWER INC	\$0.00			\$0.00	C)
2101	SELENE HERNANDEZ	\$100 00	4/22/10		\$0.00	C)
2102	MARIANO ALBARRAN	\$100.00	4/20/94		\$0.00	C	1
2371	LINDA MEDRANO	\$100.00	1/3/12		\$0.00	0	LINDA MEDRANO
2103	ERNESTO JIMENEZ	\$100 00	5/31/98		\$0.00	C)
2104	SALVADOR JIMENEZ	\$50.00	3/13/93		\$0.00	C	1
2105	AURORA CORTEZ	\$50 00	3/24/97		\$0.00	C	l
2106	ALICIA RAMIREZ LEAL	\$100.00	4/1/16		\$0.00	C	ALICIA RAMIREZ LE
69	AURELIO DELGADO	\$100.00	2/8/17	2/8/17	\$0.00	O	NANTHA PHIMAINO
2108	JUAN ANTONIO CEDILL	\$100.00	6/23/96		\$0.00	0	•
2109	ROBERTO ACOSTA	\$0.00			\$0 00	0	
2110	DELFINA OSORRO	\$100 00	3/30/98		\$0.00	0	,
2111	JESUS SILLERO	\$100.00	2/19/07	6/4/92	\$0.00	0)
2112	ROGER BRANSON	\$0.00			\$0.00	C	•
2113	ARTURO TORRES	\$100.00	7/10/17		\$0.00	C	1
2114	JUDITH TORIES	\$50.00	4/16/93		\$0.00	0	1
2115	BENJAMIN SANTANA	\$50.00	8/21/97		\$0.00	C	•
2116	GEORGE HAWCROFT	\$0.00			\$0.00	C	l
2117	WENDY JOHNSTON	\$0.00			\$0.00	C	•
2118	JUAN M. RAMIREZ, JR.	\$0.00	7/31/02	3/31/04	\$0.00	C)
2119	JUΛN CARLOS GOMEZ I	\$100.00	6/5/17		\$0.00	C	YENNIE JIMENEZ
2120	THOMAS E. HAMPTON	\$0.00			\$0.00	C	ı
2121	ISAIS CRUZ	\$100.00	3/23/17	3/23/17	\$0.00	O	JOSE CUELLAR
2122	DULCE MARIA GARCIA	\$50.00	10/3/17	10/3/17	\$0 00	0	•
2123	MIGUEL RUIZ	\$0.00			\$0.00	C	•
2124	VACANT	\$0.00			\$0.00	0	•
2125	VACANT	\$0.00			\$0.00	0)
2126	JUAN LUIS GUTIERREZ	\$100.00	6/26/15	4/28/05	\$0.00	C	RAMON GUTIERREZ
2127	AUTURO RIOS	\$0.00			\$0.00	C	1
2128	MARIA SOLEDAD ALDA	\$100.00	11/4/15		\$0.00	C	MARIA SOLEDAD AL
2129	RAFAEL ZARAGOZA	\$100.00	1/28/10	1/28/10	\$0.00	0)
2130	MARTINA SANCHEZ	\$100.00	5/13/11	5/13/11	\$0.00	C)
2131	ALBERTO RAZO	\$100.00	7/17/04		\$0.00	C)
2132	STEVEN SOWDA	\$50 00	7/22/06		\$0.00	C	•
2133	SAUL LOPEZ MONTEZ	\$100.00	11/30/16		\$0.00	C	•
2134	JOSE GARCIA	\$100.00	1/12/95		\$0.00	0)
2135	ALONDRA ROMERO	\$100.00	7/12/16		\$0 00	C	•
2136	TON SEN	\$100 00	3/15/11		\$0 00	0	1
2137	ROCIO TORRES	\$100.00	9/27/16	9/1/10	\$0.00	O	VU LE
2138	PATRICIA LOPEZ M RAZ	\$100.00	2/13/18		\$0 00	C)
2139	JOSE AND GABRIEL PIN	\$50.00	12/27/00		\$0.00	C	1
2140	MARTIN HERMOCILLO	\$100.00	10/11/94		\$0 00	O	1
2141	MANUELA ROSALES	\$0.00	2/8/97	11/12/99	\$0.00	O	•
2142	PAULINO REYES	\$100.00	4/5/12		\$0.00 11/	7/14 1/5/15 0	•
2143	JOSE CRESCENCIANO R	\$100.00	4/28/02		\$0.00	0	•
2144	SERGIO LUIS JIMENEZ	\$0.00	5/14/98		\$0.00	C	•
2145	JULIO C. GORDILLO	\$100 00	7/13/15		\$0.00	0	1
2146	CHELSE ROGERS	\$100.00	7/7/16		\$0.00	0	1

	trivii 1	FF. 5 E C 5	RECTE.	REFUND	· LN: · PA: OSI: ~	1. v ž i	RIFUND	A LAI	HL HOLN
2147	HUGO PUENTE	\$100 00	6/1/15	The state of the s	\$0.00	and the state of t		0	JOSE PUENTE
2148	VACANT	\$0.00	12/30/03		\$0.00			0	
2149	ANGELICA QUIENES GO	\$0.00	7/19/13	5/17/17	\$0.00			0	SALVADOR JIMENEZ
2150	VACANT	\$0.00	3/14/08	4/30/18	\$0.00			0	SALVADOR JIMENE
2151	ROY M. SANDINO	\$50.00	6/29/04	4/29/03	\$0.00			0	ROY M. SANDINO
2152	VACANT	\$0.00			\$0.00			0	
2153	VACANT	\$0.00	5/11/16	3/12/18	\$0.00			0	THAO & TONY VO
2154	DAVID PURDION	\$0.00		J. 1.	\$0.00			0	
2155	NGUYEN, TAN M	\$100 00	7/31/02		\$0.00			0	
2156	RONALD NEFF	\$0.00	12/30/98		\$0.00			0	
2157	PAUL BUSTAMANTE	\$0.00			\$0.00			0	
2158	NANCY RODRIGUEZ	\$100.00	11/13/13		\$0.00			0	
2159	BERNARDO CARMONA		5/28/13		\$0.00			0	
2160	GUADALUPE MARTINEZ				\$0.00			0	
2161	ROSA RAMIREZ	\$0.00			\$0.00			0	
2162	KATHIA HERNANDEZ	\$100.00	12/14/15	12/14/15	\$0.00			-	TONY HUYNH
2163	MIKE TUCKER	\$0.00	1=11,10	12/14/13	\$0.00			o	
2164	MARTIN RAZO	\$50.00	12/30/09		\$0.00			0	
2165	JOSE CARREON	\$50.00	9/30/03		\$0.00			0	
2166	MARIA D ARRIAGA	\$50.00	1/26/03		\$0.00			0	
2167	ALFONSO CHAVEZ	\$100.00	5/1/13	11/30/08	\$0.00	11/30/08	11/30/08	-	KIET LAM
2167	JUAN ARRIAGA	\$50.00	9/8/94	11/30/00	\$0.00	11/50/00	11/20/00	0	KIET EMI
2169	MARY BARNES	\$0.00	3,0,71		\$0.00			0	
2170	KHAMPHANH HOMRAT		3/8/12		\$0.00			0	
2170	EMILIA I GUERRERO	\$100.00	2/20/12	2/20/12	\$0.00			0	
2171	BRAD SMART	\$50.00	3/30/99	2/20/12	\$0.00			0	
2172	JUVENAL JIMENEZ	\$50.00	7/26/06		\$0.00			0	
2173 21 7 4	YOLANDA JIMENEZ	\$100.00	7/11/01	4/30/01	\$0.00			0	
2174	VICTOR HERNANDEZ	\$100.00	10/27/94	4/30/01	\$0.00			0	
2176	ALBERTO RAZO	\$0.00	10.2		\$0.00			0	
2170	CECILIA FIGUEROA	\$50.00	8/26/06		\$0.00			0	
2178	JUAN RODRIGUEZ	\$50.00	11/30/93		\$0.00			0	
2179	HAUENSTEIN, TOM	\$0.00	11,50,50		\$0.00			0	
2179	RAYMONDO RODRIGUE		11/7/96		\$0.00			0	
2180	GUSTAVO MARTINEZ TI		10/29/13	10/1/13	\$0.00			0	
2182	VACANT	\$0.00	10/29/13	10/1/13	\$0.00			0	
2182	ABELARDO MUNGUIA	\$100.00	1/4/16		\$0.00			-	TIM LE
2183	VAN CHUNG	\$0.00	1/4/10		\$0.00			0	I IIVI LL
2185	DANIEL FLORES	\$0.00			\$0.00			0	
2186	DOLORES CASTRO	\$100 00	2/13/14		\$0.00				Fernando Pina
2187	VACANT	\$0.00	2/15/14	2/27/00	\$0.00			0	i cinalido i lila
2188	ALBERTO VELASQUEZ	\$0.00	5/3/95	2/27/99 4/27/98	\$0.00			0	
2189	BEVERLY HERMANN	\$100 00	12/27/97	4/2//90	\$0.00			0	
2189	RAUL GARCIA	\$50 00	5/24/94		\$0.00			0	
2191	BLANCA & EDGAR OSO	\$50 00	3/22/02	7/30/01	\$0.00				FREFICHS, JAMES
2191	JOSE CORTINA	\$100.00	10/29/01	1130/01	\$0.00			0	
2192	ROGELIO RAMOS	\$50.00	10/16/92		\$0.00			0	
	MELQUIADES RAZO	\$50.00	1/25/12	٠	\$0.00			0	
2194	JOSE SANDOVAL	\$50.00	4/28/02	'	\$0.00				
2195	MANIVANH LAMXAY	\$50.00 \$100.00	11/29/05		\$0.00			0	RAZO, JUAN
2196									
2197	JOSE JUAN OROS	\$100.00	4/21/16	4/21/16	\$0.00				PEDRO OROS

4:22:20PM

J&S Water Company

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2199	NGOC NU ONG	\$50 00	2/14/01	1/30/01	\$0.00	0 ONG, QUOC
2200	LARRY SHERMAN	\$50.00	4/17/08		\$0 00	0
2201	JOSE G PEREZ	\$100.00	3/30/04	11/28/03	\$0.00	0
2202	SANTIAGO CASTENEDA	\$50.00	3/31/95		\$0.00	0
2203	TOM HOBBS	\$0.00			\$0 00	0
2204	GILBERTO HERRERA	\$50.00	10/21/98		\$0.00	0
2205	JAMES FRERICHS	\$0.00			\$0.00	0
2206	HENRY RILEY	\$0.00			\$0.00	0
2207	PEDRO OROS	\$50 00	1/24/12		\$0.00	0
2208	TIMOTHY SEATON	\$50.00	9/16/93		\$0.00	O
2210	ALVARENGA, JOSE	\$50.00	6/28/99		\$0.00	0
2211	JAMES OLIVER, SR.	\$0.00	0.20/55		\$0.00	0
2211	MARCO & MARIA V. RA		5/15/99		\$0.00	0
	GIANG NGUYEN	\$50.00	7/17/92		\$0.00	0
2213	ANGEL ORTIZ PEREZ	\$50.00	5/25/18	9/6/17	\$0.00	0
2214	DANIEL MARTINEZ	\$100.00	10/8/13	9/0/1/	\$0.00	0 DANIEL MARTINEZ
2215			7/23/96		\$0.00	0 CHAU TRAN
2216	CHAU TRAN SON NGUYEN	\$50.00 \$50.00	6/25/96		\$0.00	0 CHAO IRAN
2217		\$0.00		2 (12 (00	\$0.00	0
2218	JOSE A. BALDERAS		4/30/98	3/13/00	\$0.00	0
2219	JANIE TORRES	\$50 00	11/13/17	9/6/17		0
2220	MARIA D DIAZ	\$100.00	3/28/12	3/12/12	\$0.00	·
2221	VIRJILIO FLORES	\$100.00	7/27/03		\$0.00	0
2222	JOSE CANO	\$100.00	6/26/03		\$0.00	0
2223	VIRIDIANA VELAZQUEZ		12/28/04		\$0.00	0
2224	VACANT	\$0.00	12/30/98		\$0.00	0
2225	FRANCISCA BERRONES		5/24/12	5/24/12	\$0 00	0 ROLAND RAMIREZ
2226	BASILIO CANO	\$100.00	12/30/02		\$0.00	0
2227	JOSE JESUS RAZO	\$50.00	12/27/04	11/29/04	\$0.00	0
2228	THIEN CHI DUONG	\$0 00			\$0.00	0 THIEN CHI DUONG
2229	ALEJANDRO PERALTA	\$100.00	6/14/16		\$0.00	0 ALEJANDRO PERAL]
2230	TUNG THANH LE	\$100 00	10/19/09	10/19/09	\$0.00	0 VY BUI
2231	MARIE HAWKINS	\$0.00			\$0.00	0
2232	VACANT	\$0 00	8/25/11	9/28/15	\$0.00	0 ALBERTO ROSALEZ
2233	J. BULMARO CARMONA	\$50.00	5/26/03		\$0.00	0
2234	MAURILIO VENTURA	\$50 00	8/30/99	12/31/98	\$0.00	0
2235	CRAFT, GLENN	\$100.00	9/29/03		\$0.00	0
2236	REBECCA MANEERUT	\$50 00	9/14/92		\$0.00	0
2237	SERGIO I MARTINEZ	\$50.00	6/8/09		\$0.00	0 SERGIO I MARTINEZ
2238	ALVARO Q. SOLANO	\$50.00	1/31/00		\$0.00	0
36	SAUL MARTINEZ	\$100 00	12/29/11		\$0.00	0
2239	ESTHER GUILLEN	\$100.00	11/30/16	10/13/16	\$0.00	0 JUAN DUARTE GARC
2240	RICARDO SANCHEZ	\$50.00	11/28/01	11/1/99	\$0.00	0
2241	EMILIO CARMONA	\$100.00	5/15/13		\$0 00	0
2242	RICARDO OROZCO	\$50.00	10/27/06		\$0 00	0
2243	HONG PHAM	\$100.00	7/27/05	11/28/03	\$0.00	0
2244	HENRY NGUYEN	\$100 00	3/9/16	12/3/15	\$0.00	0
26	LAWRENCE CROUSE, JR		11/30/16	3/22/16	\$50.00	0 SON HOANG DO
2245	CRESCENCIO ESTRADA		1/27/01	5.22.10	\$0.00	0
2246	LOUIS DE HOYES	\$0.00			\$0.00	0
2247	MIGUEL RODRIGUEZ	\$50.00	10/15/08	7/31/07	\$0.00	0
2247	BALBINA GARZA	\$50.00	12/15/95	1131101	\$0.00	0 BALBINA GARZA
	BRIAN COOK	\$50.00	2/7/18		\$0.00	0
2249	BRIAIN COOK	\$30.00	2/ // 18		30.00	U

JUAN RAZO	\$100 00	10/00/14				
TORE CRITE CANO	Ψ	10/29/14		\$0.00		0
JOSE CRUZ CANO	\$100.00	9/25/02		\$0 00		0
BOBBY CASTILLO	\$0.00			\$0.00		0
ESPERANZA GAMEZ	\$100.00	7/5/17	6/13/17	\$0.00		0
			5, 12, 17			0 CHIEV V LAM
						0
		3/30/99				0 TU ANH DANG
						0 GLADIS MELENDE
						0 GLADIS MELENDE
						0
			6/12/19		10/22/12	0
			0/12/18		10,22,12	0
		10/29/01				0
		12/0/05	0/07/16			0
			9/2//16			0
						0 MIRELEZ
•						0
						0
			10/30/06			0
						0
		9/5/08	10/30/03			0
						0
JOSE G RUIZ	\$50 00	12/29/99	11/30/99			0
DORA PENA	\$100.00	6/25/09				0
ANA B. RODRIGUEZ	\$100.00	9/22/94		\$0.00		0
VACANT	\$0.00	6/26/14	5/21/08	\$0.00		0
RODOLFO MAYORGA	\$100.00	4/30/01		\$0.00		0
JORGE VALADEZ DELGA	\$100.00	2/11/15		\$0.00		0
BOUNPHA SAYAVONGS	\$100.00	2/21/96		\$0.00		0
DIAMOND SENGVONG	\$100.00	3/25/98		\$0.00		0
ROSA ROSALES	\$100.00	3/31/09		\$0.00		0 ROSA ROSALES
YEE MING CHUANG	\$100.00	7/27/94		\$0.00		0
KEN SOFFES	\$0.00			\$0.00		0
LEO BALESTINI	\$0 00			\$0.00		0
ORLANDO RIOS	\$100.00	5/28/15	5/28/15	\$0.00		0 RIOS, ARTURO
VARGAS, HERLINDA	\$100.00	4/15/98		\$0.00		0
CLAUDIA ROMERO	\$100 00	12/11/14		\$0.00		0 RUSSEL WESTBRO
BINH XUAN TRAN	\$100.00	11/30/11	11/30/11	\$0.00		0
JAMES SMITH	\$0.00			\$0.00		0
		10/28/02		\$0.00		0
						0
						0
			1/31/99			0
						0
			Lan 19/14			0
•						0
			6/5/09			0 MORENO
						0 Leland K. Hayes
		10/21/10	10/51/10			0 Leiand K. Hayes
		0/26/04				0
						0
						0
	MIGUEL BAUTISTA VACANT TU ANH DANG GLADIS MELENDEZ GLADIS MELENDEZ SANH KHOUNG MARIA BARCENAS GARY S. HA NANCY MARTIN VACANT JUAN GONZALES-SANC MIRTA T MIRELEZ MIRELEZ, MIRTA T CONNIE B. WESTMAN BILL McVICAR MARCO AVILA JESUS A. ALVAREZ JOHN COLOMB JOSE G RUIZ DORA PENA ANA B. RODRIGUEZ VACANT RODOLFO MAYORGA JORGE VALADEZ DELG, BOUNPHA SAYAVONGS DIAMOND SENGVONG ROSA ROSALES YEE MING CHUANG KEN SOFFES LEO BALESTINI ORLANDO RIOS VARGAS, HERLINDA CLAUDIA ROMERO BINH XUAN TRAN JAMES SMITH NGUYEN, THIEN Q. LUIS ALVARENGA MIGUEL FIGUEROA LUIS ALFREDO ALCALA ABEL LAMXAY	MIGUEL BAUTISTA \$50.00 VACANT \$0.00 TU ANH DANG \$50.00 GLADIS MELENDEZ \$100.00 SANH KHOUNG \$100.00 MARIA BARCENAS \$0.00 GARY S. HA \$100.00 NANCY MARTIN \$0.00 VACANT \$0.00 JUAN GONZALES-SANC \$100.00 MIRTA T MIRELEZ \$100.00 MIRTA T MIRELEZ \$100.00 MIRELEZ, MIRTA T \$100.00 BILL McVICAR \$85.00 MARCO AVILA \$100.00 JESUS A. ALVAREZ \$50.00 JOHN COLOMB \$0.00 JOSE G RUIZ \$50.00 DORA PENA \$100.00 ANA B. RODRIGUEZ \$100.00 VACANT \$0.00 RODOLFO MAYORGA \$100.00 JORGE VALADEZ DELG, \$100.00 BOUNPHA SAYAVONGS \$100.00 PYEE MING CHUANG \$100.00 KEN SOFFES \$0.00 LEO BALESTINI \$0.00 VARGAS, HERLINDA	MIGUEL BAUTISTA \$50.00 8/26/11 VACANT \$0.00 3/30/99 GLADIS MELENDEZ \$100.00 10/31/16 GLADIS MELENDEZ \$100.00 10/31/16 SANH KHOUNG \$100.00 11/27/99 MARIA BARCENAS \$0.00 1/30/02 GARY S. HA \$100.00 10/29/01 NANCY MARTIN \$0.00 10/29/93 MIRTA T MIRELEZ \$100.00 10/29/03 MIRTA T MIRELEZ \$100.00 \$7/2/11 MIRTELEZ, MIRTA T \$100.00 \$7/2/11 MIRTELEZ, MIRTA T \$100.00 \$7/2/11 MIRTELEZ, MIRTA T \$100.00 \$1/29/05 BILL McVICAR \$85.00 \$1/13/06 MARCO AVILA \$100.00 \$1/2/13/06 MARCO AVILA \$100.00 \$1/2/29/95 JOHN COLOMB \$0.00 \$1/2/29/95 JOHN COLOMB \$0.00 \$1/2/29/99 DORA PENA \$100.00 \$1/2/29/99 DORA PENA \$100.00 \$1/2/29/99 VACANT	MIGUEL BAUTISTA VACANT VACANT VACANT SO.00 TU ANH DANG GLADIS MELENDEZ SI00.00 GLADIS MELENDEZ SI00.00 MARIA BARCENAS GARY S. HA SI00.00 VACANT SO.00 SI028/95 9/27/16 JUAN GONZALES-SANC MIRTA T MIRELEZ SI00.00 MIRTA T MIRELEZ SI00.00 SI00.00 SI029/03 MIRTA T MIRELEZ SI00.00 MARCO AVILA SI00.00 SI00.00 SI01/29/05 BILL McVICAR SS.00 SI00.00 SI09/05 BILL McVICAR SS.00 SI00.00 JOSEG RUIZ SS0.00 JOSEG RUIZ SS0.00 JOSEG RUIZ SS0.00 JORA PENA SI00.00 SI00.00 SI00.00 SI00.00 SI00.00 SI00.00 AV30/01 JORGE VALADEZ DELG, BOUNPHA SAYAVONGS DIAMOND SENGVONG SI00.00 VACANT SO.00 SI00.00 VACANS SI00.00 VI2/11/6 BOUNPHA SAYAVONGS SI00.00 VI2/11/6 BOLANDOR IOS SI00.00 VACAS, HERLINDA SI00.00 VACAS, HERLINDA SI00.00 SI00.00 VACAS, HERLINDA SI00.00 SI00.00 VARGAS, HERLINDA SI00.00 SI00.00 VARGAS, HERLINDA SI00.00 SI00.00 SI00.00 SI00.00 VARGAS, HERLINDA SI00.00 SI00.00	MIGUEL BAUTISTA \$50.00 \$2,000 \$0.00	MIGUEL BAUTISTA \$50.00 8/26/11 \$0.00 TU ANN DANG \$50.00 \$10/31/16 \$0.00 TU ANN DANG \$50.00 \$10/31/16 \$0.00 GLADIS MELENDEZ \$100.00 10/31/16 \$0.00 SANIK HADOURG \$100.00 11/27/99 \$0.00 SANIK HADOURG \$100.00 11/27/99 \$0.00 TO ANNEX MARTIN \$0.00 10/29/01 \$0.00 \$10/22/12 \$0.00 \$10/31/16 \$0.00 TO ANNEX MARTIN \$0.00 \$10/29/01 \$0.00 \$0.00 TO ANNEX MARTIN \$0.00 \$10/29/01 \$0.00 TO ANNEX MARTIN \$0.00 \$10/29/01 \$0.00 TO ANNEX MARTIN \$0.00 \$10/29/03 \$0.00 TO ANNEX MARTIN \$0.00 \$1/29/05 \$0.00 TO ANNEX MARTIN \$0.00 \$1/29/09 \$0.00 TO A

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2298	JUAN RAZO	\$100.00	12/7/95		\$0.00	0
2299	CANDELARIO ALBARRA	\$50.00	9/17/92		\$0.00	0
2389	VACANT	\$0.00	5/30/02		\$0.00	0
2300	JESUS EDUARDO MUNO	\$100.00	11/29/05	9/30/05	\$0.00	0
2301	BRAVLIO TREJO GARCI	\$100.00	11/29/06	10/30/06	\$0.00	0
2302	MA ELENA RAZO	\$50 00	8/23/93	10/30/00	\$0.00	0
2303	SALVADOR MEDINA	\$100.00	5/10/94		\$0.00	0
2304	LINDA MEDRANO	\$100.00	4/22/98		\$0.00	0 LINDA MEDRANO
2305	JUAN GOMEZ	\$100 00	10/13/09	6/29/00	\$0.00	0 MEDRANO
2306	JUAN NAVARRO	\$150.00	9/20/93	0/25/00	\$0.00	0 JOSE NAVARRO
67	JOSE NAVARRO	\$100.00	4/15/16		\$0.00	0
2307	MELANIE CAMPOS	\$100.00	7/26/11		\$0.00	0 SALVADOR JIMEN
61	LAURA CHAVARRIA SII		2/25/16		\$0.00	0 YENNIE JIMENEZ
2308	OCTAVIO CANO	\$50.00	9/21/92		\$0.00	0
2309	VACANT	\$0.00	12/29/02	11/32/07	\$0.00	0
2310	GENOVEVO GUZMAN	\$50.00	9/15/92	11/22/03	\$0.00	0
2311	PASQUALE JIMENEZ	\$50.00	5/24/94		\$0.00 \$0.00	0
	HECTOR LOPEZ					
2312	ISMAEL ANDRADE	\$100.00	5/24/94		\$0.00	0
2313		\$100.00	10/24/94		\$0.00	0 VENE VONGPHAI
2314	JUAN VAZQUEZ	\$100.00	10/30/12		\$0.00	0 Jaime Adame
2315	JOSE LOPEZ	\$50.00	6/10/93		\$0.00	0
2316	JOSE G SIMEON	\$100.00	12/6/12	4/14/09	\$0.00	0 Wilmer Lopez
2317	WILMER LOPEZ	\$100 00	4/5/18	4/5/18	\$0.00	0
2318	BERTA RAZO	\$0.00	6/27/16	6/27/16	\$0.00	0 FRANCISCO MUN
44	FRANCISCO MUNOZ	\$100.00	11/1/13		\$0.00	0 FRANCISCO MUN
2319	JOSEFINA ALMARAZ VA		10/28/00		\$0.00	0
2385	JAVIER CANO	\$100.00	12/28/06		\$0.00	0
2320	TIBURCIO RAZO	\$100 00	11/5/12		\$0.00	0
2321	GIL ALFREDO RAMIREZ	\$100.00	6/27/16		\$0.00	0 Alberto Reyes
2322	CANDELARIO ALBARRA	\$100.00	10/4/07		\$0 00	0
2323	VACANT	\$0 00	10/11/02		\$0.00	0 RAMOS, ROGELIO
2324	JOSE RAZO	\$100.00	8/26/94		\$0.00	0
2386	FLORENTINO MARTINE	\$100 00	11/27/99		\$0 00	0
2325	VACANT	\$0.00			\$0.00	0
2326	MARIA GONZALES	\$100.00	11/30/00		\$0.00	0
2327	ELIZABETH GOMEZ	\$100.00	10/19/09		\$0 00	0
2328	CANUTO GARCIA	\$100 00	5/15/99	4/29/99	\$0.00	0
2329	GABRIELA GUIA	\$100.00	4/21/08		\$0.00	0 ERIKA SANCHEZ
2330	JOHN GRIGALANZ	\$0.00			\$0.00	0
2331	KHAMKEO SOMPHETH	\$0.00			\$0.00	0
2332	ALBERTO FIGUEROA	\$100 00	7/14/94		\$0.00	0
2333	DOLORES &	\$100 00	7/31/02		\$0.00	0
2334	BOUNTHIAM SOMPHET	\$100.00	9/22/00	8/29/00	\$0.00	0
2335	VALERIA SORIANO	\$100 00	7/17/04		\$0.00	0
2336	VACANT	\$0.00			\$0.00	0
2337	MARTHA BARRIOS	\$100 00	3/24/16		\$0.00	0 HOA TRAN
2338	ANDREA RAZO	\$100.00	1/25/10	6/27/99	\$0.00	0
2339	MIGUEL GOMEZ	\$100.00	12/11/97		\$0.00	o
2340	JAMIE CORRAL	\$100.00	1/30/98		\$0.00	0
2341	VACANT	\$0.00	11/2/06		\$0.00	o
	VALERIA SORIANO	\$100,00	11/12/15		\$0.00	0 VALERIA SORIAN
2342						

Tuesday, June 12, 2018

DEPOSITS

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2388	ANA GUTIERREZ	\$100.00	4/10/14	3/25/14	\$0.00			0 Gelacia Segovia Ramir
2343	NICOLAS PRIETO	\$100 00	8/11/08	8/1/08	\$0.00			0 HENSON, GERALDIN
2344	RAFAEL LOPEZ	\$100.00	5/8/17		\$0.00			0
2345	OFELIA CRUZ VELASCO	\$100.00	11/23/15	11/23/15	\$0.00			0 GUSTAVO CARDOC
2346	VINNY LE	\$100.00	4/12/05		\$0 00			0
2347	FELIBERTA ESPINOZA	\$100.00	7/20/12	7/26/00	\$0.00			0
2348	LOKEY VIENTHONG	\$100.00	1/28/08		\$0 00			0
2349	VACANT	\$0.00			\$0.00			0
2350	OLIVIA RIOS	\$100.00	4/15/15		\$0.00			0 DANIEL GIDNEY
2351	VICTOR SALINAS	\$0.00			\$0.00			0
2352	ENRIQUE MEDRANO	\$50.00	6/30/92		\$0.00			0
2384	FELIX MARTINEZ	\$100.00	11/20/02		\$0.00			0
2353	FELIPE CHAVES	\$100.00	5/29/06	5/28/06	\$0.00	4/30/15	5/14/15	0
2354	RICKY CHANTHALANG	\$50.00	11/25/98		\$0.00			0
2355	TE SEANGCHAREUN	\$50.00	12/22/92		\$0.00			0
2356	PHOUTHA PHOTHISANI	E \$0.00			\$0.00			0
2357	LARRY LAWSON	\$0.00			\$0 00			0
2358	MARTINEZ, JORGE	\$100.00	6/29/04	11/25/03	\$0.00			0
2359	JOSE LUCIO RAZO	\$100.00	7/13/95		\$0.00			0
2360	ESMERALDA VASQUEZ				\$0.00			0
2361	DULCE MARIA GARCIA		2/10/17		\$0.00			0 DULCE GARCIA
2362	KHAMLA SIHARATH	\$0.00			\$0.00			0
2363	ROBERTO GOMEZ	\$100.00	2/24/03		\$0.00			0
2364	TOM L. HAMMOND	\$100.00	3/2/94		\$0.00			0
2365	KHAMMY NOKEO	\$0.00			\$0.00			0
2366	DANIEL GIDNEY	\$0.00			\$0.00			0
2367	HOUANELA KHAOMON		2/26/05		\$0.00			0
2368	DORA I CEDILLOS	\$100.00	6/29/95		\$0.00			0
2372	GUSTAVO CARDOZO	\$100 00	9/8/09		\$0.00			0
2373	FELIPE RODRIGUEZ	\$100.00	7/26/06		\$0.00			0 JUAN RAZO
2374	VICTOR SALINAS	\$100.00	11/27/99	7/30/99	\$0.00			0
2375	NICOLAS MONTENEGR		9/11/17	9/11/17	\$0.00			0
2376	LISA SITHALATH	\$100.00	11/21/98	2/11/17	\$0.00			0
2377	NOBLE MACHINE, LLC		3/29/06		\$0.00			0 O.MNG, NELY ESPIN
33	JARRAR HOLDINGS	\$100.00	7/13/11		\$0.00			0
70	H2ECO BULK LLC	\$0.00	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$0.00			0
2378	ROBERTO GALLARDO	\$100.00	11/4/94		\$0.00			0
	DELMY & JORGE PERD		8/26/05		\$0.00			0
2379	GERMAN SERRANO	\$100.00	9/11/14		\$0.00			0 IRMA RAMON
2380 63	VACANT	\$0.00	7/1X/1 4		\$0.00			0
64	VACANT	\$0.00 \$0.00			\$0.00			0
	MARIA ELENA AGUIRR		10/30/09	6/25/09	\$0.00			0
2381	ANGELINA MIRELES	\$100.00	6/19/12	6/25/08	\$0.00			0
40	ERNESTO RIOS	\$100.00 \$50.00	4/1/98		\$0.00			0
2383	KNIGHTS OF COLUMBU		7/1/70		\$0.00			0
2382	VACANT	\$0.00			\$0.00			0
2387	ARTURO & JUANITA V		12/30/02		\$0.00			0
2390	ANTONO & JUMINIA VA	1 9100.00	12/30/02		30,00			U

307 Accounts listed

Total amount of Deposit 1: \$19,635.00

Total amount of Deposit 2: \$150.00

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4:22:20PM J&S Water Company

DEPOSITS

ACCOMPAND REFUND REFUND

All Customers Route=3

Aqua Pure

PWS 1011049

Fuesday, June 12, 2018

4:02:23PM

J&S Water Company

Oakland

Poute 8

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3400	JUAN RAMON	\$100.00	8/10/15		80 00		O JUAN RAMON
3401	YOLANDA GAYTAN-RA	\$100.00	8/2/13	9/30/09	\$100.00	3/31/14	0 SHARON & THINH TI
3402	ADRIANA ROJAS	\$0.00		2) 3(4) (7)	\$0.00		0
3403	VACANT	\$0,00			\$0.00		0
3404	ANGELICA HERNANDEZ	\$0.00			\$0.00		0
3405	IGNACIO FRANCO	\$50.00	10/28/06		\$0.00		0
3406	O.G. FSPARZA	\$0.00			50,00		U
3407	CINDY RAZO	\$0.00			\$0,00		0
3408	GERMAN SERRANO ALE	\$50.00	7/11/08		50.00		0
3410	NICOLAS GOMEZ	\$50.00	10/10/11		\$0,00		0 NICOLAS GOMEZ
3411	JOSE A, CASTRO	\$50.00	5/27/02		\$0.00		0
3412	VACANT	\$0.00	12/19/13	3/12/14	\$0,00		0
3413	LUCIANO ACOSTA	\$100.00	5/30/18	2/15/16	\$0.00		0
3414	MARCELO MARTINEZ	\$0.00		2/12/10	50 00		0
3415	DEBRA IBARRA	\$0.00			\$0.00		0
3453	IUAN VAZQUEZ	\$50.00	7/28/05		80.00		()
3416	VACANT	\$0.00	712000		\$0.00		0
3417	ROSSY SILLAS	\$100.00	4/24/17	4/24/17	\$0.00		0
3418	LUIS CANO	\$50.00	9/25/06	7/27/17	\$0.00		0
3419	FIDENCIO AGUIRRE	\$50,00	7/28/05		\$0.00		0
3420	GONZALO CONTRERAS	\$50.00	8/30/99		\$0.00		0
3421	GOMEZ,NICOLAS/RAZO	\$50.00	8/26/05		\$0.00		0 ANGLL PEREZ
3422	SALOME J. LOPEZ	\$50.00	3/30/03		\$0.00		0
3423	VICTOR LOPEZ	\$100.00	5/3/12		\$0.00		0
3424	ORALIA LARA	\$0.00			\$0.00		0
3425	RAMIRO BARRIOS	\$50.00	3/2/10	8/28/08	50 00		0 MACIAS, ERNESTO
3426	JOSE MAURO VILLAFAN	\$50.00	8/28/08	8/1/08	\$0,00		0
3427	ANDREA RAZO	\$50.00	8/10/07	0/1/00	\$0.00		0
3428	DIANE SADA	\$0.00			\$0.00		O
3429	KARMINA G. BARRERA	\$50.00	3/27/01	12/28/00	\$0.00		0
3430	HANH LE	\$50.00	2/22/10	(2-21// 00)	\$0.00		()
3431	JOSE RAZO	\$0.00			\$0.00		()
3432	JESUS OLIVAREZ	\$50.00	7/30/00		\$0.00		()
3433	JAMES W, PATTERSON	\$0.00			\$0,00		()
3434	JUAN & IRMA RAMON, .	\$0.00			\$0.00		0
3435	JUAN & IRMA RAMON	\$100.00	1/26/15		\$0.00		0
3436	BLTTY FLORES	\$0.00	7/30/00	3/31/04	\$0.00		0
3437	ROSA MANCILLAS	\$0.00			\$0.00		0
3438	ROSA MANCILLAS	\$50.00	8/25/01		\$0,00		0 BLACK, DAVE
3439	ANGI-LICA QUNONEZ G		3/20/12	7/7/10	\$0.00		0
3440	JOSE F. SANTOYO	\$50.00	2/28/04		\$0.00		0
3441	VACANI	\$0.00			\$0.00		U
3442	SLADE STRAUCH	\$100.00	10/6/16		\$0.00		0
3443	JOSE GARZA	\$50.00	7/13/10		\$0,00		0
3444	WILLIAM NGUYEN	\$0.00			\$0.00		0
3445	ERNESTO RAZO	\$50.00	10/26/99		\$0.00		0
3446	JOSE C. MORALES	\$50.00	1/2/98		\$0,00		0
3-1-17	ALBERTO FIGUEROA	\$0.00			\$0,00		0
3450	GERMAN CHAVEZ	\$50.00	5/30/18	4/26/18	\$0.00		0 JUAN RAZO
3451	MARIA GOMEZ	\$100.00	4/19/16	4/19/16	\$0.00		O JUAN RAZO

Tuesday, June 12, 2018 Page 2 of 2

4:02:23PM J&S Water Company

DEPOSITS

51 Accounts listed

Total amount of Deposit 1: \$2,050.00 Total amount of Deposit 2: \$100.00

All Customers Route=8
Aqua Pure

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Koute 4

Fuesday, June 12, 2018 03100027

Woodland Acres DEPOSITS

4:29:18PM

J&S Water Company

DATE DATE CERT# MEMBER **\CCT #** NAME DATE DATE | CERT# DEPOSIT 2 DUPOSITS REFUND REFUND OLD RIVER BAPTIST CH 0 1999 \$0.00 \$0.00 2400 TRACY CORMIER \$100.00 11/2/93 \$0.00 0 2401 VACANT \$0.00 2/24/17 3/31/17 \$0.00 0 LINDA CLARK 0 2402 \$0.00 \$0.00 2403 VACANT \$0.00 \$0.00 0 SANDRA N JOHNSON \$0.00 6/30/98 \$0.00 0 2636 AMANDA BROWN \$100.00 0 BETSY ESPINOZA 2404 8/8/16 \$0.00 8/8/16 2405 VACANT \$0.00 5/23/97 \$0.00 0 BRANDON AUBREY KLI \$100.00 2406 10/23/04 2/28/99 \$0.00 O 2407 CLAUDE SIZEMORE \$0.00 \$0.00 0 2408 CHRISTIN BROCKELMA \$100 00 12/22/14 12/22/14 \$0.00 0 CASE CAMPBELL 2409 CECEILIA JORDAN \$100 00 5/14/98 \$0.00 0 NANETTE WILKINSON \$100.00 7/31/02 \$0.00 0 2410 1/31/99 JUDY STRICKLAND 2411 \$50.00 7/14/92 \$0.00 0 RENEE GODEAUX \$100.00 9/14/16 \$0.00 0 2412 9/28/01 LORI FRANZ 2413 \$100.00 9/20/10 5/25/10 \$0.00 0 JAMES & CYNDY DUFF \$0.00 o 2414 \$0.00 SHERRY BOLTON 2415 \$0.00 \$0.00 0 MARY DEMURA 2416 \$100.00 6/29/94 \$0.00 0 VACANT 2417 \$0.00 4/27/18 6/4/18 \$0.00 0 2418 JOHN DUFF \$100.00 7/30/01 \$0.00 0 VACANT 10/1/14 \$0.00 0 RODNEY & PAT FISH 2419 \$0.00 R. CLESTON FISHER 2420 \$0.00 \$0.00 0 MARK MORRIS \$50.00 12/16/92 \$0.00 0 2421 XAVIER ENRIQUE \$100.00 0 3/26/18 \$0.00 2422 7/8/14 DAVID MCBRIDE 8/19/13 12/15/14 \$100.00 0 2423 8/19/13 \$0.00 **ODILA HERNANDEZ** 0 WINDSOR CHASE LL 4/19/18 2424 \$100.00 10/26/17 \$0.00 GEORGE SMITH 0 MARY DEMURA 2425 \$100.00 11/30/16 11/30/16 \$0.00 **BOBBY YOUNG** 0 2426 \$100.00 4/27/04 \$0.00 2427 SUE MATHYS \$0.00 11/14/11 \$100.00 9/4/12 0 9/4/12 2428 JAMES PARSONS \$100.00 10/28/96 \$0.00 0 BLACK, DAVE FREDDIE J. MARTIN 2429 \$0.00 \$0.00 0 VACANT \$0.00 4/28/03 \$0.00 0 2430 **VACAN'I** \$0.00 5/3/07 \$0.00 0 2431 VACANT \$0.00 4/14/08 \$0.00 0 2432 6/10/08 MATTHEW GRAY \$100.00 7/25/08 \$0.00 0 2433 JOE SMITH 2435 \$100.00 12/28/06 0 \$0.00 TIMOTHY BROWDER \$0.00 0 2436 \$0.00 ANGELLE STEVENS 2437 \$100 00 8/29/03 3/11/08 \$0.00 0 CHRIS BERTRAND 2438 \$100.00 5/8/08 \$0.00 0 2439 RICKY DILLARD \$100.00 11/18/97 \$0.00 0 2440 GAIL TIEMANN \$100.00 8/29/94 \$0.00 0 2441 TOMMY & DEBBI BRAD \$100.00 7/14/11 \$0.00 8/5/11 0 2639 JAMES CAMPBELL \$100.00 12/21/05 \$0.00 0 10/31/05 GENEVA TROUSDALE \$0.00 2442 \$0.00 0 2443 STEVE MILES & \$100.00 7/21/94 \$0.00 0 BOYCE MORRIS, JR \$0.00 2444 \$0.00 O DAVID JENSEN \$100.00 9/22/00 2445 \$0.00 0 DENNIS SOWDERS \$50.00 12/6/94 0 2446 \$0.00 CINDY RAMOS \$100.00 2447 8/18/11 8/18/11 \$0.00 0 CHRISTI & NATHAN FR/ 2448 \$0.00 5/23/04 6/15/06 \$0.00 0 2449 RYAN & SHERI \$100.00 8/1/17 \$0.00 0

4:29:18PM J&S Water Company

VCCT#	NAME	DEPOSUS	DATI	DATE REFUND	CERT# DFPOSFL2	DATE DATE CERT# MEMBER REFUND
2450	CHARLES A HEBERT	\$100.00	3/2/15	3/2/15	\$0.00	0
2640	CHRISTY MORRIS REEV	v \$100.00	10/27/99		\$0.00	0 CHRISTY MORRIS R
2451	VACANT	\$0.00	5/23/16	7/31/14	\$0.00	0 SAM
2452	FRONTIER SOUTHWEST	Г \$100.00	5/16/16		\$0.00	0
52	VACANT - STORAGE	\$0.00			\$0.00	0
2453	SAM EXPRESS #2	\$0 00			\$0 00	0
47	VACANT	\$0.00			\$0.00	0
48	TAQUERIA VERONICA	\$100.00	7/12/16		\$0.00	0
49	VACANT	\$0.00			\$0.00	0
50	DENNIS DEMURA	\$100.00	7/10/14		\$0.00	0
51	CHARIYA CHITUON	\$100 00	7/10/14		\$0.00	0
2454	AURULIO LOPEZ	\$0.00			\$0 00	0
2455	KATHRINA OVER FURF	\$100.00	5/8/18	1/30/02	\$0.00	0
2456	REBECCA OVERTURE	\$100.00	12/12/13	11/5/14	\$0.00	0 BENNY DAVIS
2457	RHONDA MARTIN	\$50.00	10/9/92		\$0.00	0
2458	GILBERT A LAWSON	\$100.00	9/8/94		\$0.00	0
2459	JOSHUA JOHNSON	\$100.00	8/28/04		\$0.00	0
2460	SUE SULLIVAN	\$100.00	9/29/10		\$0.00	0
2461	THORNHILL, BRENDA	A \$100.00	4/18/02		\$0.00	0
2462	MIRANDA JORDAN	\$100 00	2/7/18		\$0.00	0 JAMES THOMAS
2463	PATRICK MALONE	\$0.00			\$0.00	0
2464	ROBERT KEITH	\$50.00	11/3/92		00 02	0
2465	J. H. GORE, JR.	\$100.00	8/27/00	12/30/98	\$0.00	0
2466	MARY HATCHER	\$100 00	8/8/16	12.50.70	\$0.00	0 MARY HATCHER
2467	KIMBERLY BECKER	\$100.00	10/7/96		\$0.00	0
2468	LI'ONA PORRAS	\$100.00	12/28/06		\$0.00	0
2469	HAROLD VAUGHN	\$0.00			\$0.00	0
2470	EUGENE & THERESA P		8/28/06	6/29/05	\$0.00	0 POSEY, THERESA
2471	ARIEL STEWART	\$0.00	6/19/17	12/28/17	\$0.00	0 KENNETH GRANT
2472	AMBER YOUNG	\$100.00	5/28/00	12/20/17	\$0.00	0
2473	ROBERT MULVIHILL	\$100.00	10/16/07		\$0.00	0
2474	TIM VERCHER	\$100.00	10/21/13		\$0.00	0
2475	RENE YEGUEZ II	\$100.00	7/7/11	5/11/09	\$0.00	0
2476	SANDRA WILSON	\$0.00	*****	3/11/07	\$0.00	0
41	VACANT	\$0.00	12/1/14	6/12/18	\$0.00	0
2477	JIMMY HOOK	\$50.00	9/7/93	0/12/16	\$0.00	0
2477	CINDY MCCURDY	\$100.00	7/19/94		\$0.00	0
2478 2479	MICHAEL F. BLAKENE		7113134		\$0.00	0
2480	ARLENE SPRAGUE	\$100.00	11/2/99		\$0.00	0
2481	BRENDA MAYFIELD	\$100.00	7/7/15		\$0.00	0 BRENDA MAYFIELI
2482	ORVILLE PEDERSEN	\$100.00	10/29/02		\$0.00	0
	VACANT	\$0.00	1/4/93		\$0 00	0 MAYFIELD, BREND
2483	MARY MASSEY	\$100.00	5/5/15		\$0.00	0
2484 2485	JUDY BARBER	\$0.00	12/29/06		\$0.00	0
2485 2486	CLAUDETTE CHESSON		7/31/16	7/20/15	\$0.00	0 CLAUDETTE CHES
	JOY L BOUL	\$100.00	1/17/08	7/28/15	\$0.00	0
2487	BOBBY WOOD		7/19/13		\$0.00	0
2488		\$100.00	5/29/18		\$0.00 \$0.00	0
2489	CHAD GREEN	\$100 00	1	4/31/11	\$0.00	0 NICHOLAS ESTES
2490	NICHOLAS ESTES	\$0.00	2/10/17	4/21/16		0 NICHOLAS ESTES
2491	JANICE KAY HOWARD		10/30/05		\$0.00	
2492	TERRY & SHEILA PARI				\$0.00	0
2493	DOUGLAS POPE	\$0.00			\$0.00	0

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J&S Water Company

\CC1#	NAME	DIPOSIIS	DAIL	DATE REFUND	CERT# DFPOSIT 2	DATE	DATE CERT# REFUND	MEMBER
2494	VACANT	\$0 00			\$0.00		0	
2495	VACANT	\$0.00			\$0.00		0	
55	VACANT	\$0.00			\$0.00		0	
2496	DENNIS JAROSH	\$100.00	5/30/00		\$0.00		0	
2497	JENNIFER DAVENPORT	\$100.00	10/23/04		\$0.00		0	
2498	SANDY RIDEN	\$100 00	1/15/08		\$0.00		0	
2499	ORVILLE FORD	\$0.00			\$0.00		0	
2500	THERESA POSFY	\$100.00	8/12/97		\$0.00		0	
2501	BRANDON RYAN	\$100.00	5/12/17	6/1/10	\$0.00		0	OLGA TORRES
2502	JUDY NICOLE WILKINS	£ \$100.00	5/8/15	5/8/15	\$0 00		0	
2503	JOSE ARTURO FLORES	\$100.00	2/21/14	2/21/14	\$0.00		0 .	Janet Boaz
2504	VACANT	\$0.00	4/22/14	1/31/17	\$0.00		0 '	TONY HARDY
2505	RONNIE DRAKE	\$100.00	8/28/06		\$0.00		0	
2506	JERRY MARTIN	\$100.00	1/4/94		\$0.00		0	
2507	KAREN LOWE	\$0.00			\$0.00		0	
2508	ROGER JOHNSON	\$0.00			\$0.00		0	
2509	PEGGY BASSHAM	\$100.00	4/21/10	4/21/10	\$0.00		0	
2510	ROBERT H. BROWN	\$0.00		,,,,	\$0.00		0	
2511	SALOMON HERNANDE		7/1/11	5/17/11	\$0.00		0	ANNETTE WOODAL
2512	BARBARA GRAF	\$0.00			\$0.00		0	
2513	APOLONIO FLORES	\$0.00			\$0,00		0	
2514	CHRISTIE ZADRAPA	\$100.00	2/8/99		\$0.00		0	
57	ΥΛCANΓ	\$0.00			\$0 00		0	
2515	MARCES ANDREWS	\$100 00	2/23/07		\$0.00		0	
2516	RAMON & IRMA GUFR		6/26/17	6/21/17	\$0.00	7/26/16	0	ALFRED PARDUE
2517	VACANT	\$0.00		0.21/17	\$0.00		0	
2517	TERRY VALMAIN	\$100.00	8/15/14	7/10/14	\$0.00		0	JAMES BARNES
2519	JERRY D LARWOOD	\$100.00	3/10/15	77 1707 17	\$0.00		0	
2520	JOSHUA ROBBINS	\$100.00	5/2/18		\$0.00		0	
2521	JARREN YOUNG	\$0.00			\$0.00		0	
2522	TOMMY D GREGORY	\$100 00	5/1/13		\$0.00		0	
2523	VACANT	\$0.00	10/17/07	9/20/07	\$0.00		0	
2524	ANTHONY W. BRZOWS		9/14/15	10/25/17	\$0 00	8/13/15	0	ANTHONY W. BRZO
2525	MELISSA LITTLE	\$0.00	4/2/13	7/21/10	\$0.00		0	John Eubanks
2526	VACANT	\$0.00		7721710	\$0.00		0	
2527	PATRICIA BROYLES	\$100.00	3/22/02	12/28/00	\$0.00		0	EUBANKS, BROOKS
2528	VACANT	\$0.00	10/27/00	7/26/00	\$0.00		0	
2529	TROY BURTON	\$100 00	5/15/99	7720700	\$0.00		0	TROY BURTON
2530	KENNETH'S, OWENS	\$100.00	8/29/03	6/27/02	\$0.00		0	
2531	KENNETH GOWENS	\$0.00	0/2////5	(11/1/2	\$0.00		0	
2532	VACANT	\$0.00	1/2/97		\$0.00		0	
2532	ARCHIE DEVAULT	\$50.00	1/31/92		\$0.00		0	
2534	DALE SHIPMAN	\$0.00			\$0.00		0	
2535	EDWARD E. STROUHA				\$0.00		0	
2536	G.L. ARMSTRONG	\$100.00	10/22/98		\$0.00		0	
2537	ROY DILLARD	\$0.00			\$0.00		0	
2538	VACANT	\$0.00			\$0.00		0	
2539	RANDY MYERS	\$0.00			\$0.00		0	
2539 2540	JESSICA HESTER	\$100.00	12/31/96		\$0.00		0	
	IRENE WELSCHHANS	\$0.00	12/31/90		\$0.00		0	
2541	D M FAILS	\$0.00			\$0.00		0	
2542	JOHN RANDOLPH	\$0.00			\$0.00		0	

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((1 "	NAME	DEPOSITS	DATE	DATE REFUND	CER1# DEPOSIL 2	DATE	DATE CERT# MEMBER REFUND
2544	JOHNNIE JESSEPH	\$100.00	9/7/10	11/20/02	\$0.00		0
2545	JAMES OWENS	\$0.00			\$0.00		0
2546	DEANNA IRWIN	\$50.00	8/12/92		\$0.00		0
2547	TINA STURM	\$0.00	9/1/95	4/27/98	\$0.00		0
2548	ALLEN & MELISSA ALD	\$100.00	3/27/15		\$0.00		0
2549	CLIFTON PERRY	\$100.00	3/22/07		\$0 00		0
2550	AARON DUGAT	\$100.00	11/2/15	10/1/14	\$0.00	9/23/14	0 AARON DUGAT
2551	VACANT	\$0.00	8/26/06	11/9/07	\$0 00		0
2552	ANGEL HALL	\$100.00	5/26/17	3/28/13	\$0.00		0 FINLEY CALHOUN
2553	JOE WHITE	\$100,00	7/24/17	11/21/14	\$0.00		0
2554	JAMES FRANZ	\$100.00	7/3/12		\$0.00		0
2555	JAMES MCDOWELL	\$100.00	4/27/04		\$0.00		0 EUBANKS, VIRGIL
2641	CECILE VAGLIO	\$100,00	6/15/11		\$0.00		0
2556	ANDREA DEVAULT	\$100.00	3/2/10		\$0.00		0
2557	SCOTT COTE	\$100.00	6/12/18	5/30/01	\$0.00		0 TERRY MOORE
2558	SCOTT COTE	\$100.00	11/13/13	3/30/01	\$0 00		0
2559	SERENA SLATER	\$100.00	5/22/18		\$0.00		0
2560	TOMMY FOUNTAIN	\$0.00	3/22/10		\$0.00		0
2561	WOODROW PARSON	\$0.00			\$0.00		0
2562	DONNA E EVETTS	\$100.00	4/23/12	4/23/12	\$0.00		0
2563	LAURA BIEGEL	\$100.00	1/31/17	1/31/17		1/23/17	0 LAURA BIEGEL
2564	BRITTNEY N WILLIAMS		5/20/16			3/22/13	0 THOMAS GALLIEN
2565	CHRISTOPHER HODGES		10/18/17	12/1/15	\$0.00	3122113	0 Fredrick Welchhans
2566	LISA BAKER	\$0.00	7/23/00	10/16/17	\$0.00 \$0.00		0
	PAUL LOCKHART		//23/00	2/28/02			0
2567		\$0.00	10/2//12		\$0.00		
2568	BECKY JOHNSON	\$100 00	10/26/17	10/18/17	\$0.00		0
2569	STEVE SAUNDERS	\$100.00	9/27/95		\$0 00		0
2570	VACANT	\$0 00	4/22/06	5/26/04	\$0 00		0
2571	JEREMY RYAN COOK	\$100.00	4/25/16	4/25/16	\$0.00		0
2572	VACANT	\$0.00	710010-		\$0.00		0
2573	RAMON YZQUIERDO	\$100.00	7/29/97		\$0.00		0
2574	TOMMY KELLY	\$0.00			\$0.00		0
2575	JOE SHANLEY	\$100.00	1/31/18	1/31/18	\$0.00		0 Casey Hornberger
2576	KIMBERLY M. LOPEZ	\$100.00	3/30/04	10/30/01	\$0.00		0
2577	MRS HECTOR YZQUIER				\$0.00		0
2578	JOSE YZQUIERDO	\$0.00			\$0.00		0
2579	WAYNE D. SMITH	\$0.00			\$0.00		0
2580	VACANT	\$0.00	9/30/16	4/2/14	\$0.00		0 Kimberly Lopez
2581	MARIANNE PATINO	\$0.00	7/16/12	9/28/09	\$0.00		0 KIMBERLEY LOPE
2582	RAMON YZQUIERDO	\$100.00	1/31/17		\$0.00		0
2637	WESLEY PENTON	\$100 00	4/25/18	6/3/15	\$0.00		0 KATHLEEN OLIVE
2583	RIVERFOREST HGC, LC	\$0.00	5/29/02	2/29/04	\$0.00		0
2584	DAVID SNAPP	\$100 00	4/24/17		\$0.00		0 David Snapp
2585	MICHAEL GONZALES	\$100 00	8/29/14		\$0.00		0
2586	AMBER HALL	\$100.00	10/30/17	10/30/17	\$0.00		0
2638	KARA HARRISON	\$0.00	10/26/98	6/30/03	\$0 00		0 JAMES ROBINSON
2587	JAMES ROBINSON JR	\$100 00	8/9/17		\$0.00		0
2588	MORRIS, TOMMY W.	\$0.00			\$0.00		0
2589	BARRY BISHOP	\$100.00	6/8/09		\$0.00		0
2590	SHERRY BOLTON	\$100.00	6/12/18		\$0.00		0 Brenda Burris
2591	WILLIAM GREEN	\$0.00	_		\$0.00		0
2592	CHRIS SCHMADI.	\$100.00	5/6/15		\$0.00		0

Tuesday, June 12, 2018

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DEPOSITS

ACC1#	NAML	DEPOSITS	DATE	DATE REFUND	CERT# DEPOSIT 2	DATE	DATE RI FUND	CERT# MEMBER
2593	JAMES MARTIN	\$50 00	10/15/92		\$0.00			0
2594	MADELINE TROUSDAL	F \$50 00	10/15/92		\$0.00			0
2595	STACEY CREEL	\$100.00	5/29/06		\$0 00			0 MCKEOWN, JESS
2596	TANYA GUTIERREZ	\$100.00	8/2/94		\$0.00			0
2597	WILLIAM M GREEN	\$100.00	5/29/01		\$0.00			0
2598	TERESA CANNON	\$100.00	4/4/16		\$0.00			0
2599	CHRISTINA COX	\$100.00	4/27/05	4/24/12	\$0 00			0
2600	LACIE HARRISON	00.001	7/13/07	7/13/07	\$0 00			0
2601	GEORGE GUAJARDO	\$100.00	9/30/15	9/30/15	\$0.00			0 GEORGE GUAJARD
2602	PAM WAGNER	\$100 00	3/29/06		\$0 00			0
2603	JULIUS BROWDER	\$0.00			\$0.00			0
2604	SANTIAGO SANMIGUEL	\$100.00	8/25/05		\$0.00			0
2605	FRANKIE PECHAL	\$0.00			\$0 00			0
2606	DAVID MITCHELL	\$100.00	11/6/00		\$0.00			0
2607	GAIL ROBERTS	\$0 00			\$0.00			0
2608	DAVID PRICE	\$100.00	2/22/00		\$0.00			0
2609	JADA REEDER	\$100.00	11/1/07	10/28/00	\$0.00			0
2610	VANESSA & JOSE JR	\$100.00	12/13/17	12/13/17	\$0.00			0 SCOTT JOHNSON
2611	BRICE CURL	\$100.00	10/30/15	9/4/12	\$0.00			0
2612	KIM FONTENOT	\$0.00			\$0 00			0
2613	W. C. or JERRY MILLER				\$0.00			0
56	VACANT	\$0.00			\$0.00			0
2614	DANIEL THOMPSON	\$100.00	8/29/06		\$0.00			0
2615	KIM BELESKY	\$0.00	12/11/14	6/4/18	\$0.00	2/18/15	2/20/15	0 MITCH GORE
2616	KENNETH SKELTON	\$0.00	10/28/14	10/25/17	\$0.00			0 MITCH GORE - Lient
2617	JENNIFER BEARD	\$100.00	4/30/15	4/30/15	\$0.00			0 MITCH GORE
2618	COURTNEY LINDLEY	\$100.00	5/25/17	5/25/17	\$0.00			0 MELISSA JAROSH
2619	VACANT	\$0.00	8/6/14		\$0.00			0 SHAWN CLEMENTS
2620	MICHAEL & SHERI NEW	V \$100.00	4/30/01		\$0.00			0
2621	JOHN CREEL	\$0.00			\$0.00			0
2622	ANDREA BAKER	\$100.00	2/2/18	1/31/17	\$0 00			0 KOLBY W LAND
2623	VACANT	\$0.00	8/8/01	3/31/02	\$0.00			0
66	SARAH JAIME	\$100.00	3/28/16	2/2/1/02	\$0.00			0
2624	JOHN YOUNG	\$0.00			\$0.00			0
2625	HERBERT OR DAWN W		8/31/08		\$0.00			0
2626	ANGELA THOMPSON	\$0.00			\$0.00			0
2627	KYLE HOLLAND	\$100.00	2/5/15	2/5/15	\$0.00			0
2628	LEONARD JONES	\$0.00		Jr 1 J	\$0.00			0
2629	CHRIS PUENTE	\$100.00	9/29/16		\$0.00			0
2630	ROGER HAMILTON	\$100.00	12/30/09		\$0.00			0
30	ADAM MIDDLETON	\$0.00			\$0.00			0
2631	ULYSE HURD	\$100.00	3/23/16	3/23/16	\$100.00	3/11/16		0 VICTOR YBARRA
2632	VACANT	\$0.00	9/30/92	J	\$0.00			0
2633	MATTHEW J POSEY	\$100 00	12/23/13	10/8/13	\$0.00			0
2642	VACANT	\$0.00	2/27/06	3/12/18	\$0.00			0
3457	FRAN MICA	\$100.00	2/8/18	3/14/10	\$0.00			0 FINLEYS CONVENIE

254 Accounts listed

Total amount of Deposit 1:

\$14,700.00

Total amount of Deposit 2: \$200.00

All Customers Route=4

Tuesday, June 12, 2018 Page 6 of 6

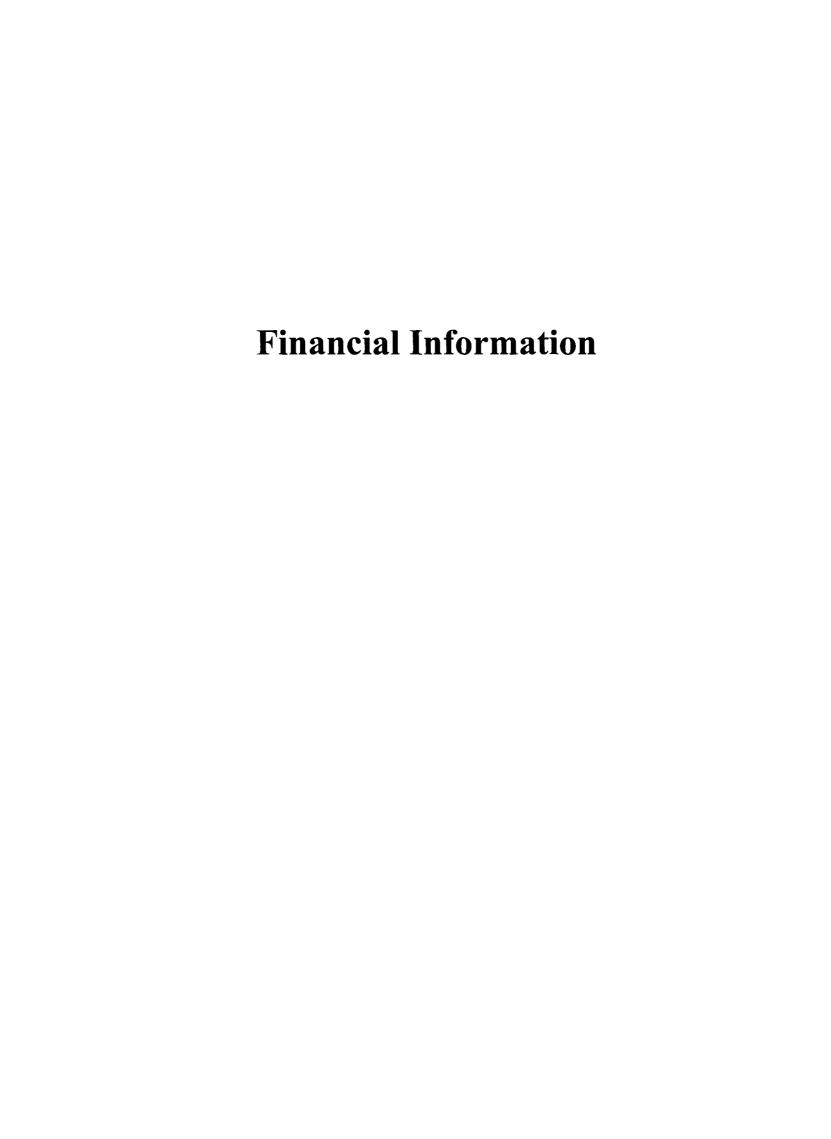
4:29:18PM J&S Water Company

DEPOSITS

ACC1# NAME

DEPOSITS DATE DATE CERT# DEPOSIT 2 DATE DATE CERT# MEMBER REFUND

J & S Water Supply



BALANCE SHEET

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBVA Compass **7513	2,256.39
Post Oak Bank **9907	128,081.50
Total Bank Accounts	\$130,337.89
Accounts Receivable	
Accounts Receivable	58,826.48
Total Accounts Receivable	\$58,826.48
Other Current Assets	
Intercompany Balances	
Due (to)/from BSH2O	378,690.55
Due (to)/from BSWR	1,109,498.14
Due (to)/from GUS	-309,002.76
Due (to)/from WW POA Standby	-522,837.76
Total Intercompany Balances	656,348.17
Total Other Current Assets	\$656,348.17
Total Current Assets	\$845,512.54
Fixed Assets	
1000 Land	260,386.38
Allendale .444 Acres	9,400.00
Allendale 33.6 Acres	13,281.00
Bayridge Sewer .5104 Acres	10,286.00
Bayridge Water .2010 Acres	4,054.00
Bayridge Water 50.7 Acres	18,765.00
Brazos Valley Land 10 Tracts	141,128.14
Hillgreen .444 Acres	9,400.00
Hillgreen 33.6 Acres	13,281.00
KBR .46 Acres	29,978.00
KBR 5 Acres	13,351.00
Loch Ness Cove .444 Acres	9,400.00
Loch Ness Cove 33.6 Acres	13,281.00
Northwest Water Land Tracts	261,905.92
Oaks Grande .3150 Acres	6,353.00
Oaks Grande 50.7 Acres	18,764.00
Oaks of Houston .51 Acres	51,086.00
Oaks of Houston 38 Acres	68,217.90
River Club .444 Acres	9,399.00
River Club 33.6 Acres	13,280.00
Riverwood .3340 Acres	6,737.00
Riverwood 50.6 Acres	18,746.00
Wildwood Tract 1	47,959.35
Wildwood Tract 2	72,406.00

	TOTAL
Wildwood Tract 3	1,625.00
Woodhaven .444 Acres	9,399.00
Woodhaven 33.6 Acres	13,279.17
Total 1000 Land	1,145,148.86
1200 Depreciable Assets	
KBR	
System Improvements-KBR	47,773.02
Total KBR	47,773.02
Nerro 1 Distribution Lines	
Water Distribution Lines	391,714.00
Water Distribution Lines - Hillgreen	7,741.59
Water Distribution Lines - Lochness Cove	3,836.92
Water Distribution Lines - Riverclub	2,755.42
Water Distribution Lines - Woodhaven	13,856.84
Total Nerro 1 Distribution Lines	419,904.77
Nerro 1 Water Systems	321,365.00
Blowers	19,442.00
Ground Storage Tanks	121,691.00
Lift Stations	100,809.00
Pressure Tanks	72,179.00
Pump House Bldgs/Misc/Fence	115,210.00
System Improvements-Allendale	16,247.71
System Improvements-Hillgreen	7,078.80
System Improvements-Lochness	6,694.33
System Improvements-River Club	24,909.68
System Improvements-Woodhaven	12,322.77
Total Nerro 1 Water Systems	817,949.29
Nerro 2 Water/Sewer Systems	
Sewage Collection Lines/Taps	478,355.96
Sewage Treatment Plants	360,032.00
System Improvements-Bayridge	324,064.65
System Improvements-Lost Lakes	32,848.94
System Improvements-Oaks @ Houston Point	8,684.83
System Improvements-Riverwood	19,679.00
Total Nerro 2 Water/Sewer Systems	1,223,665.38
Nerro 3 Distribution Lines	
Water Distribution Lines - Lakewood Estates	23,432.18
Total Nerro 3 Distribution Lines	23,432.18
Nerro 3 Water Systems	
Brazos Valley Water Systems	262,095.11
System Improvements-Benchley Oaks	4,387.42
System Improvements-Lakewood Estates	15,737.00
System Improvements-Oak Forest	8,458.58
System Improvements-Smetana	17,951.66
Total Nerro 3 Water Systems	308,629.77
Nerro 4 Distribution Lines	
Water Distribution Lines - Lakeview N Marshall	6,241.25
Water Distribution Lines - Little Oak Forest	2,562.35
Water Distribution Lines - Somerville	8,522.28

	TOTAL
Total Nerro 4 Distribution Lines	17,325.88
Nerro 4 Water Systems	
System Improvements-Somerville Place	12,178.46
Total Nerro 4 Water Systems	12,178.46
Nerro NW 1 Distribution Lines	
Water Distribution Lines - Hazy Hollow	3,817.79
Total Nerro NW 1 Distribution Lines	3,817.79
Nerro NW 1 Water Systems	
Northwest Water Systems	486,396.70
System Improvements-Hazy Hollow	18,056.10
Total Nerro NW 1 Water Systems	504,452.80
Nerro NW 2 Water Systems	
System Improvements-White Oak Valley	2,659.82
Total Nerro NW 2 Water Systems	2,659.82
Wildwood Shores Water/Sewer System	
System Improvements-Wildwood	50,986.80
Water Distribution Lines - Wildwood	14,786.00
Wildwood Estates Sewer System	151,374.00
Wildwood Estates Site Improve.	4,605.75
Wildwood Estates Water System	139,687.00
Total Wildwood Shores Water/Sewer System	361,439.55
Total 1200 Depreciable Assets	3,743,228.71
Accumulated Depreciation	-588,779.52
Total Fixed Assets	\$4,299,598.05
Other Assets	
Intangible Assets	
Accumulated Amortization	-206,867.12
Goodwill & Customer Base	600,000.00
Loan Fees	2,771.00
Loan Fees-Post Oak Loan 2016 02	69,304.98
Loan Fees-Post Oak Loan 2016 03	40,230.64
Total Intangible Assets	505,439.50
Security Deposit	1,505.00
Total Other Assets	\$506,944.50
TOTAL ASSETS	\$5,652,055.09
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	546,611.01
Total Accounts Payable	\$546,611.01
Other Current Liabilities	
Accrued Liabilities - Franchise Tax	2,755.48
Other Liabilities	100.00
Regulatory Assess-BVGCD	174.99
Regulatory Assess-GRP Fees	-5,775.43
Regulatory Assess-TCEQ Payable	19,158.69
Water Deposits	31,438.94
·	

	TOTAL
Water Deposits - Northwest Water	351.95
Total Other Current Liabilities	\$48,204.62
Total Current Liabilities	\$594,815.63
Long-Term Liabilities	
Post Oak Bank-Nerro Loan	2,821,395.86
Post Oak Bank-NWW Loan	469,205.97
Total Long-Term Liabilities	\$3,290,601.83
Total Liabilities	\$3,885,417.46
Equity	
32000 Retained Earnings	-274,324.69
Members Equity	
30400 Member Equity-Blackswan	2,145,418.64
Total Members Equity	2,145,418.64
Net Income	-104,456.32
Total Equity	\$1,766,637.63
TOTAL LIABILITIES AND EQUITY	\$5,652,055.09

PROFIT AND LOSS

January - December 2016

Fees/Reconnect/Adjustments Sewer Revenue - IOU 10,	2,761.50												
Late 2, Fees/Reconnect/Adjustments Sewer Revenue - IOU 10,	2,761.50												
Fees/Reconnect/Adjustments Sewer Revenue - IOU 10,	2,761.50												\$0.00
Sewer Revenue - IOU 10,		2,670.59	1,750 70	1,794.02	1,548.75	1,707.82	2,183 90	1,727.10	3,733.97	3,058 86	2,238.48	2,607.72	\$27,783 41
	,817 44	10,369.44	11,744.35	12,845.7 9	12,464.71	12,635.02	12,322.32	15,239 78	12,670 80	12,886 94	12,148 27	12,443 31	\$148,588.17
Tap Fees - IOU	0.00	0.00	0.00	0 00	0.00	0 00	0.00	0.00	0.00		750 00	0.00	\$750 00
),412 56	30,558 42	41,050.38	34,403 56	39,518.92	33,626 72	35,151.67	46,589 42	40,594.96	34,679 40	35,660.65	39,495 37	\$441,742 03
Total IOU Revenue (Nerro 1 & 43, 2)	3,991.50	43,598 45	54,545.43	49,043.37	53,532.38	47,969.56	49,657.89	63,556.30	56,999.73	50,625.20	50,797.40	54,546.40	\$618,863.61
IOU Revenue (Nerro 3)													\$0 00
	,176 78	1,605 36	1,907 78	1,043 86	1,357.09	1,362 59	1,286.92	1,164 91	1,296 62	1,248 27	832.70	1,097 82	\$15,380 70
Fees/Reconnect/Adjustments													
POSGWD Water Fee	-20 04		-18.26	-20.04	-60.13	-20.04	-21.81	-20.04	-20.04	-20 04	-20 04		\$ -240 48
Tap Fees - IOU	0.00	500.00	500 00	0.00	500 00	1,000 00	0 00	1,000.00	1,000.00	1,500 00	0.00	1,000 00	\$7,000.00
	3,378 98	25,081 63	26,300.85	25,446 90	26,735.98	27,359 15	25,484.23	30,170 38	27,966 11	26,492.65	25,745 84	27,206.73	\$317,369 43
Total IOU Revenue (Nerro 3) 24	,535.72	27,186.99	28,690.37	26,470.72	28,532.94	29,701.70	26,749.34	32,315.25	30,242.69	29,220.88	26,558.50	29,304.55	\$339,509 65
IOU Revenue (Nerro NW 1&2)											-9.90		\$ -9 90
Late 1,	,079.48	239.17	3,861.90	3,933 75	3,742.19	4,163 45	2,947.65	3,955 59	4,409 13	2,997.17	2,550.42	2,584.07	\$36,463.97
Fees/Reconnect/Adjustments													
NHCRWA Pumpage Fee -2	2,576 93	-4,360 22	-2,288 27	-2,879 39	-1,538 39	-2,744.42	-2,967 14	-4,205 31	-2,625 74	-3,718.86	-3,275.76	-3,772.56	\$ -36,952 99
SJRA Pumpage Fee		-22,271.70	-10,740.74	-10,869 60	-13,396.72	-13,108 14	-16,677.96	-15,114 43	-9,670 58	-14,682.27	-11,302.21	-15,520.60	\$ -153,354 95
Water Revenue- IOU 47	7,911.38	75,309.97	81,565.28	63,866.22	79,729.52	70,286 53	65,988.32	75,463.28	82,359.51	71,329 20	63,613 63	83,676.97	\$861,099 81
•	6,413.93	48,917.22	72,398.17	54,050.98	68,536.60	58,597.42	49,290.87	60,099.13	74,472.32	55,925.24	51,576.18	66,967.88	\$707,245.94
1&2)													\$0 00
KBR Facilities			10.070.00	40.070.00	40.070.00	40.070.00	40.070.00	40.070.00	10.070.00	10.070.00	12,072 00	12,072 00	\$144,864.00
•	2,072 00	12,072 00	12,072.00	12,072 00	12,072 00	12,072.00	12,072.00	12,072.00	12,072.00 550 00	12,072 00 550.00	550 00	550 00	\$6,600.00
KBR Facility-Parking Lot Rental	550.00	550.00	550 00	550.00	550.00	550 00	550 00	550 00					
Total KBR Facilities 12	2,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	12,622.00	\$151,464.00
Wildwood Revenue													\$0 00
Late Fees/Reconnect/Adj- Wildwood	79.97	990.00	208.16	206 90	155.00	1,670.00	70.00	94 50	55.00	65 50	1,008 07	1,941.10	\$6,544 20
Sewer Revenue - Wildwood 2	2,134.14	3,160 82	4,260 83	2,498 77	2,332.70	2,358.45	2,377 00	2,667 42	2,404 10	2,340.15	2,599 00	2,413 05	\$31,546 43
Tap Fees - Wildwood						2,800.00					1,400.00	6,450.00	\$10,650 00
Water Revenue - Wildwood 2	2,512.76	3,378 46	3,807 81	2,708.96	2,805 23	2,692 86	2,906 83	3,788.07	3,004.82	2,941 31	2,589.38	2,824 97	\$35,961.46
Wildwood Standby Fees			5,401.27	38,445 87	32,825.34			22,340 67		8,418.04		6,847.98	\$114,279 17
Total Wildwood Revenue 4	1,726.87	7,529.28	13,678.07	43,860.50	38,118.27	9,521.31	5,353.83	28,890.66	5,463.92	13,765.00	7,596.45	20,477.10	\$198,981.26
Total Income \$132	2,290.02	\$139,853.94	\$181,934.04	\$186,047.57	\$201,342.19	\$158,411.99	\$143,673.93	\$197,483.34	\$179,800.66	\$162,158.32	\$149,150.53	\$183,917.93	\$2,016,064.46
COST OF GOODS SOLD													
50100 Operations													\$0 00
Operations - KBR 3	3,857 00	3,842 00	3,744 50	4,107.00	4,022 00	4,063.11	3,871 93	3,948 88	3,722 00	3,722 00	3,722.00	3,722.00	\$46,344 42
Operations - Nerro 1 4	1,944.76	6,109 32	4,666.88	4,545 03	5,780.63	5,071 33	5,837 90	4,575 00					\$41,530 85
Operations - Nerro 2 6	6,709 40	6,761.61	6,260 31	6,469.15	6,625 28	6,294.44	9,536.96	6,697.24	4,030 37	4,341.25	4,000 00	4,000.00	\$71,726.01
Operations - Nerro 3 3	3,262.30	3,292 30	3,372.40	3,202 91	5,290.64	3,249 58	5,225.16	3,000 00					\$29,895.29
Operations - Nerro 4 3	3,954.64	4,052 90	4,025.05	3,938 62	4,870.40	4,107 59	6,244.38	3,750 00					\$34,943 58
Operations - NW#1	900 00	4,363.42	232.50	2,665.15	617 33	2,143.67	3,515.36						\$14,437 43
Operations - NW#2 1	1,225.96	1,226 25	900 75	412 74	578.94	1,672 27	1,800.00						\$7,816.91

												750	
	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEP 2016	OCT 2016	NOV 2016	DEC 2016	TOTAL \$64,497 18
Operations - Wildwood	5,348.30	5,671.42	5,953 88	5,183 90	6,311.75	5,565.79	5,279 64	5,182 50	5,000.00	5,000 00	5,000.00	5,000.00	
Total 50100 Operations	30,202.36	35,319.22	29,156.27	30,524.50	34,096.97	32,167.78	41,311.33	27,153.62	12,752.37	13,063.25	12,722.00	12,722.00	\$311,191.67
50200 Connection Charge													\$0 00
Connections - Nerro 1	2,647.00	2,422.52	2,230 00	2,234 50	2,237.00	2,248.50	2,235 50	2,378 74	6,859.77	6,837.31	6,901.24	6,880.52	\$46,112.60
Connections - Nerro 2	2,349 00	2,515.24	2,280.00	2,336.50	2,307 00	2,322 50	2,337 99	2,693.78	7,385 46	7,497.40	7,460 15	7,380 50	\$48,865.52
Connections - Nerro 3	2,319.50	2,317.00	2,321 50	2,331 00	2,324 00	2,331 00	2,366.00	2,625 46	7,495.77	7,434.34	7,347.53	8,187.84	\$49,400.94
Connections - Nerro 4	2,301.50	2,263 50	2,247.50	2,264 00	2,313.50	2,297.50	2,322 50	2,589 91	7,056 23	7,098.19	7,166 92	7,088.49	\$47,009.74
Connections - NW 1	12,970 23	12,960.96	12,512.00	12,563.00	12,512.00	12,699 00	13,400.29	14,263.41	16,999.51	16,372 82	16,521.64	16,511 38	\$170,286.24
Connections - NW 2	8,245.00	8,713 01	8,364 00	8,415.00	8,432 00	8,449.00	9,977.94	9,345 37	10,916.51	10,792 45	10,813.95	10,715.68	\$113,179 91
Connections - Wildwood	1,004.30	1,001 00	1,008 00	1,012.50	1,008 00	1,019 50	1,506 91	1,101 21	3,181.70	3,239.08	3,239 64	3,211 03	\$21,532 87
Total 50200 Connection	31,836.53	32,193 23	30,963.00	31,156.50	31,133.50	31,367.00	34,147.13	34,997.88	59,894 95	59,271.59	59,451.07	59,975.44	\$496,387.82
Charge													\$0.00
50300 Disconnects/Reconnects													φυ.υυ
Disconnects/Reconnects -	25.00		326 25	973 95	510.70	477.50	684 39	1,205.48	2,511 03	613 24	152 00	176 24	\$7,655 78
Nerro 1	23.00		020 23	370 00	010.70	477.00	00105	1,200.10	2,0 00	0.02.	, 52 00	.,,,,,	41,0001.0
Disconnects/Reconnects -	372.50	400 00	652.50	407.85	627 50	330.00	258 75	1,996 25		9.90			\$5,055.25
Nerro 2 Disconnects/Reconnects -	1,545.67	687 50	1,148.45	528.75	581 25	1,247.75	530 00	877.33	360 00	225 00			\$7,731.70
Nerro 3			,		00120								
Disconnects/Reconnects - Nerro 4	274.05	164 40	419.70	542.50		317.50	287 50	596.25	225 00	337.50			\$3,164 40
Disconnects/Reconnects - NW#1				2,033 88	2,903.75	1,505.00	1,741.25	613.52		247 75	167.10	297 19	\$9,509 44
Disconnects/Reconnects - NW#2	22.50			896.50	1,543 75	876.25	598 91	353 50	772.36	123.53	216.09	208 13	\$5,611.52
Disconnects/Reconnects - Wildwood		67 50	228 75	75 00	150.00	50 00	266.25	479 01	744.39	247 50	11.90		\$2,320.30
Total 50300	2,239.72	1,319.40	2,775.65	5,458.43	6,316.95	4,804.00	4,367.05	6,121.34	4,612.78	1,804.42	547.09	681.56	\$41,048.39
Disconnects/Reconnects	_,	.,		,									
50400 Repairs													\$0 00
Repairs - KBR				2,118 65	1,195.68		854.38			60 00			\$4,228 71
Repairs - Nerro 1	19,052.68	4,134 68	2,140 02	11,412 03	1,343 23	4,220.66	2,863 63	3,608.47	4,225 44	2,579.22	543 85		\$56,123.91
Repairs - Nerro 2	5,250 93	1,242.10	5,245 15	10,616.82	4,915.22			4,752.64	1,786.15	1,946.16	2,118.31	3,895 88	\$41,769.36
Repairs - Nerro 3	6,860 28	931.54	9,080.97	7,609.13	6,256.20	6,829 15	3,562 15	2,073 74	1,448.13	7,798.80	3,784 88	2,482 79	\$58,717 76
Repairs - Nerro 4	1,047.43	2,867 08	950.00	1,056 63	5,526 00	7,541.07		6,435.10	1,683.12	6,739.97	1,134 68	3,122.56	\$38,103.64
Repairs - NW#1	1,173 04	1,418.00	6,415.00	913.30	135.00	2,296 57	3,129.81		1,006.58	4,392.36	7,055.21	359.65	\$28,294.52
Repairs - NW#2	1,080.00	1,275 00	4,247.50			900 00	5,047 87				1,525.14	4,756 37	\$18,831 88
Repairs - Wildwood	3,879.64	2,029 82	6,387.37	2,560.99	4,646 83	3,906.08	5,678 60	2,157 10	884.64	8,620 56	974 48	1,532.64	\$43,258.75
Total 50400 Repairs	38,344.00	13,898.22	34,466.01	36,287.55	24,018.16	25,693.53	21,136.44	19,027.05	11,034.06	32,137.07	17,136.55	16,149.89	\$289,328.53
50500 Maintenance													\$0.00
Maintenance - KBR	-83.87	236.25	694 50					680 25	3,444.54	3,099 31	165 00	165.00	\$8,400.98
Maintenance - Nerro 1	2,870.45	1,349.36	749.63	395.00	622.26	921.73	1,970.04	2,238.53	4,249 04	789 39	6,464.01	946.00	\$23,565 44
Maintenance - Nerro 2	818 75	1,266.73	546.15	372 29	529 45	2,104.43	2,288 88	3,874 88	1,812.75	3,721.69	4,742 52	1,173.01	\$23,251.53
Maintenance - Nerro 3		2,031 87	471.73			1,016.73	517 74	986.57	1,854 09	810 42	2,620 50	1,877 28	\$12,186 93
Maintenance - Nerro 4	733.88	160 00	603 75	225.00	329.56	2,171.62	1,196.06	2,114.14	3,086.24	1,777.04	2,185.87	634.75	\$15,217 91
Maintenance - NW#1	363.66	211 56		50.00	56 04		3,722.25	970.24	3,584 52	2,354.34	2,191.50	1,727.00	\$15,231.11
Maintenance - NW#2	607.50	798.75	300 00	453 65	601.90	2,843 50	2,997.90	900 00	2,097 49	1,122.00	1,345 65	2,090 38	\$16,158 72
Maintenance - Wildwood							478.82	530.08	2,155.04	613.50	900.46	1,951 42	\$6,629 32
Total 50500 Maintenance	5,310.37	6,054.52	3,365.76	1,495.94	2,139.21	9,058.01	13,171.69	12,294.69	22,283.71	14,287.69	20,615.51	10,564.84	\$120,641.94
50700 Lab Fees													\$0.00
1-5 F KDD	1,449 60	1,749.00	1,404.60		4,558 20		1,749.00	22.50	2,933 70	1,761 00		1,298 55	\$16,926.15
Lab Fees - KBR	.,												
Lab Fees - Nerro 1	1,253 08	781 50	155.40	450.95 1,337 72	765.24 2,466 81	53.40 1,116 45	614.88 1,087 80	2,036 05 832.05	820.86 1,247 72	876 00 1,960.80	240.00 288.00	1,868.70 3,290 20	\$9,916 06 \$18,868 35

	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEP 2016	OCT 2016	NOV 2016	DEC 2016	TOTAL
Lab Fees - Nerro 3	901.44	225 60	229 20	796.46	20 35	259.12	444 09	668.20	31.20	687 60	471 05	1,282 11	\$6,016.42
Lab Fees - Nerro 4	355.50	374 40	198.00	309 45	110.40	216.60	1,760.79	509.25	436.80	1,326.90	495 60	1,131.92	\$7,225 61
Lab Fees - NW#1	184 80	92.40		212 40	184 80	2,303.14	109 20		157.50	1,180 20		88.00	\$4,512 44
Lab Fees - NW#2				150 00	429.18		1,602 48	15.60	594.78	1,848 60	336.00	671.52	\$5,648 16
Lab Fees - Wildwood	36 30	763.80	336 39	1,233.60	759.00	1,368 60	616 80	1,820.85	558 00	1,038 76	719.47	1,530.70	\$10,782.27
Total 50700 Lab Fees	5,608.87	5,009.11	5,113 83	4,490.58	9,293.98	5,317.31	7,985.04	5,904.50	6,780.56	10,679.86	2,550.12	11,161.70	\$79,895.46
50800 Chemicals													\$0 00
Chemicals - KBR	1,271.69	381 07	338 50	693 96	723 55	285 12	530.64	294 84	564.15	351.00	339.63	375.38	\$6,149.53
Chemicals - Nerro 1	865.06		753.12	251 16	750.41	673 20		679.80	1,308 60	1,206 38	1,023 00		\$7,510 73
Chemicals - Nerro 2	1,483.79	1,687 80	1,575 36	1,329 53	652.80	1,082.76	753 88		913 80	1,360 50	1,429.50	968.27	\$13,237 99
Chemicals - Nerro 3	511.80	1,972.44	346.20	555.96	1,556 16	440 70		2,537.00	799 50	448 50	1,287 00	1,680 25	\$12,135 51
Chemicals - Nerro 4	2,218.42	192 12	270.48	606 96	137.76	615.91		1,727.90			721.50	429 00	\$6,920.05
Chemicals - NW#1	960 98	595.50	156.00	2,284 37	312.00	156 00		306.00	72 00	2,862 05	264 00	242 00	\$8,210.90
Chemicals - NW#2		871 01	30.00							1,188.00		146.16	\$2,235.17
Chemicals - Wildwood	200.62				98.40	84.48	186 19	572.77	172 32	796.80		806.90	\$2,918 48
Total 50800 Chemicals	7,512.36	5,699.94	3,469.66	5,721.94	4,231.08	3,338.17	1,470.71	6,118.31	3,830.37	8,213.23	5,064.63	4,647.96	\$59,318.36
50900 Plant Utilities		•		•		·	·		•	•	•	,	\$0.00
Plant Utilities - KBR													\$0.00
KBR Plant Utilities		544 50	425.70	528 35	731 07	555.66	845.04	574 65	606.36	618.34	533 40	513.16	\$6,476.23
Total Plant Utilities - KBR		544.50	425.70	528.35	731.07	555.66	845.04	574.65	606.36	618.34	533.40	513.16	\$6,476.23
		344.50	423.70	326.33	731.07	333.00	040.04	374.63	000.30	010.34	555.40	313.10	
Plant Utilities - Nerro 1	444.00		100.10	400.07		E5.4.07							\$0.00
Allendale	141.02	100.10	129.49	123 37		504 67	371 47	300 58	255.76	466.19	167.67	177.78	\$2,638 00
Hillgreen		132 18	273.75			522.35	259 24		152.37	121.52	281 55	97 70	\$1,840 66
Loch Ness	124.35	76 65		111.93		686.68	97.89	211 80	173.75	132.18	322.58	135.19	\$2,073 00
River Club	215.10	156 59	194.66	147.75		1,056.81	236.42	225.16	169.36	169.92	176.00	182.78	\$2,930 55
Woodhaven	358 00	199.00	190 00		220 00	737.00	293.00	481 00	429.00	220 00	463.00	192.00	\$3,782.00
Total Plant Utilities - Nerro 1	838.47	564.42	787.90	383.05	220.00	3,507.51	1,258.02	1,218.54	1,180.24	1,109.81	1,410.80	785.45	\$13,264.21
Plant Utilities - Nerro 2													\$0 00
Bayridge LS		326 66	324.58	361.17	366 58	336 49	525 80	174.73	312.77	322.75	280 00	230.35	\$3,561 88
Bayridge Water		152 02	115.15	131 23	117.89	118 05	126 90	133 30	121 24	119.55	113.84	110 12	\$1,359 29
Bayridge WWTP		829.99	746 39	736.01	753.57	788.31	778.10	793 02	808 27	787.01	776.25	753.13	\$8,550 05
Lost Lakes		62.81	57.84	78.02	63.13	57.02	65.21	102.64	75.62	57 34	65.38	71.87	\$756.88
Oaks at Houston LS		25.37	22.21	22.75	25.22	22.22	36.99	26.27	26.39	24 75	23.06	22 79	\$278.02
Oaks at Houston Water		250.77	229.09	269.72	324.58	239 80	244 36	354.65	345 83	299.21	282 27	329 36	\$3,169.64
River Ridge	10.99	10 99	11 08	10 99		175.30	14 18	11.07	10.99	10 99	10.99	11 09	\$288 66
Riverwood		484 91	415.51	397 45	384.80	416.13	507 02	439.51	432 40	414.52	435.53	479 59	\$4,807 37
Total Plant Utilities - Nerro 2	10.99	2,143.52	1,921.85	2,007.34	2,035.77	2,153.32	2,298.56	2,035.19	2,133.51	2,036.12	1,987.32	2,008.30	\$22,771.79
Plant Utilities - Nerro 3													\$0.00
Benchley Oaks		410.18	347 02	308.95	328 70	334.94	332.40	530.48	758.05	1,471 25			\$4,821.97
Lakewood Estates		267.59	209.85	179.74	201.87	158.67	220 59	201.56	262 16	572 41	210 68		\$2,485.12
Oak Forest		198 91	222 51	293.31		489 87	149.38	178.71	212.79	310.34	170 56	152 29	\$2,378.67
Smentana Forest		125 59	115.26	127 33	149.25	109 00	123 54	181.79	215 38	440.50			\$1,587 64
Total Plant Utilities - Nerro 3		1,002.27	894.64	909.33	679.82	1,092.48	825.91	1,092.54	1,448.38	2,794.50	381.24	152.29	\$11,273.40
Plant Utilities - Nerro 4													\$0.00
Apache Hills		193 90	94 50	101.62	105.63	124.44	211.75	142.24	121.77	112.88	136.46	119.44	\$1,464 63
Lakeview		391.00	105 95	107.96	107.02	105.31	182.38	202.29	197.17	168 93	144 46	98 64	\$1,811.11
Little Oak Forest		165.60	84 53	86 30	83 86	89.44	102 12	95.34	89.22	89 55	90 99	82 76	\$1,059.71
Somerville		337 05	139.10	164 58	149 45	179.71	365 79	389.71	180 93	158.37	153 47	162.92	\$2,381.08
Whispering Woods		158 70	78.51	83 08	78.42	78 31	87 44	85 65	78 31	80.54	86 10	85.65	\$980.71
Total Plant Utilities - Nerro 4		1,246.25	502.59	543.54	524.38	577.21	949.48	915.23	667.40	610.27	611.48	549.41	\$7,697.24
Plant Utilities - NW#1						=					2		
Hazy Hollow East Estates	2,030 57	1,818.32	1,809 94	1,816.75	1,965.93	2,336.97	2,314.28	2,200 51	2,117.39	1,864 99	1,942.40	1,937.88	\$0.00
Hazy Honow East Estates	2,000 01	1,010.32	1,000 54	1,010.75	1,300.30	الا.000.3	2,014.20	ان 100ء,ء	2,117.33	1,004 33	1,342.40	1,337.00	\$24,155 93

	JAN 2016	FEB 2016	MAR 2016	APR 2016	MAY 2016	JUN 2016	JUL 2016	AUG 2016	SEP 2016	OCT 2016	NOV 2016	DEC 2016	TOTAL
Total Plant Utilities - NW#1	2,030.57	1,818.32	1,809.94	1,816.75	1,965.93	2,336.97	2,314.28	2,200.51	2,117.39	1,864.99	1,942.40	1,937.88	\$24,155.93
Plant Utilities - NW#2													\$0.00
Shady Brook Acres	112 34	177.38	149.65	154 39	159 11	153 95	162.11	201 90	196.00	191 18	172 21	231 83	\$2,062 05
Spring Creek Valley Estates	896.90		984.60		987 18	549.81	598.04	554.23	578.29	633.78	734.55	758.82	\$7,276.20
White Oak Valley NW 2	529.74		517 84	503 10	528.27	510 27	538.01	526 44	595.71	1,148 12	200.87	1,345.49	\$6,943.86
Total Plant Utilities - NW#2	1,538.98	177 38	1,652.09	657 49	1,674.56	1,214.03	1,298.16	1,282.57	1,370.00	1,973.08	1,107.63	2,336.14	\$16,282.11
Plant Utilities - Wildwood													\$0 00
Wildwood	637.00	830 00	902 00		844 00	789.99	1,297.00	1,280 00	1,116 00	1,051 00	2,006.00	984.00	\$11,736 99
Total Plant Utilities -	637.00	830.00	902.00		844.00	789.99	1,297.00	1,280.00	1,116.00	1,051.00	2,006.00	984.00	\$11,736.99
Wildwood	007.00	300.00	002.00		011.00	700.00	1,207.00	1,200.00	1,110.00	1,001.00	2,000.00	***************************************	V ,
Total 50900 Plant Utilities	5,056.01	8,326.66	8,896.71	6,845 85	8,675.53	12,227.17	11,086.45	10,599.23	10,639.28	12,058.11	9,980.27	9,266.63	\$113,657.90
51000 Property Taxes													\$0.00
Property Taxes - Brazos										3.17	1,039 02		\$1,042.19
Valley										5	1,000 02		4 1,012110
Property Taxes - KBR											1,363.68		\$1,363 68
Property Taxes - Nerro 1 & 2		756 35			370 35	6.56	1 54			4,399 35	409.73		\$5,943 88
Property Taxes - NWW										7,692.53	3,667 29		\$11,359.82
Total 51000 Property Taxes		756.35			370.35	6.56	1.54			12,095.05	6,479.72		\$19,709.57
51100 Water Fee										1,250.00	2,979.50	3,795.61	\$8,025.11
Late Payment Penalty					124 97	533.64				,	_,	2, 22 2	\$658.61
Permits and Licenses	772 60	592 50			1,346.11			1,221 11			4,055 87	445 63	\$8,433.82
Total 51100 Water Fee	772.60	592.50			1,471.08	533.64		1,221.11		1,250.00	7,035.37	4,241.24	\$17,117.54
Total Cost of Goods Sold	\$126,882.82	\$109,169,15	\$118,206.89	\$121,981.29	\$121,746.81	\$124,513.17	\$134,677.38	\$123,437.73	\$131,828.08	\$164,860.27	\$141,582.33	\$129,411.26	\$1,548,297.18
GROSS PROFIT		\$30,684.79			\$79,595.38	\$33.898.82	\$8,996.55	\$74,045.61	\$47.972.58	\$ -2,701.95	\$7,568.20	\$54,506.67	\$467,767.28
	\$5,407.20	\$30,664.79	\$63,727.15	\$64,066.28	\$79,595.30	\$33,090.0Z	\$0,990.00	\$74,045.61	φ47, 9 72.30	φ-2,/01.95	\$7,500.20	ф 54,500.67	\$407,707.20
EXPENSES							454.70	000.10	4400	200.10	040.04	500.40	AE 504 00
60400 Bank Service Charges	280.32	412.38	466.56	421.67	518.35	616 08	656 73	682.49	14.93	302.18	640 21	509 40	\$5,521 30 \$865.10
64900 Office Expense 66700 Professional Fees		84 02		781.08				1,000 00	1,000 00	3,000 00			\$5,000 00
Accounting Fees								1,000 00	1,000 00	2,450.00			\$2,450 00
Legal Fees		507.50					2,500 00		2,681 25	2,430.00			\$5,688 75
Total 66700 Professional Fees		507.50					2,500.00	1,000.00	3,681.25	5,450.00			\$13,138.75
	4 505 50		1 000 00	4 000 00	4 000 00	4 000 00			•		1 000 00	1 000 00	
67250 Regulatory Violations	1,930 00	1,930 00	1,930.00	1,930 00	1,930 00	1,930.00	1,930.00	1,930 00	1,930 00	1,930 00	1,930.00	1,930.00	\$23,160 00
Penalties	\$ 0.040.00	£0.000.00	\$0.000 E0	£0.400.7E	* 0.440.05	6 0 546 00	e E 000 70	432 00	es ege 10	67 600 10	6 0 570 91	6 0 420 40	\$432 00 \$43,117.15
Total Expenses	\$2,210.32	\$2,933.90	\$2,396.56	\$3,132.75	\$2,448.35	\$2,546.08	\$5,086.73	\$4,044.49	\$5,626.18	\$7,682.18	\$2,570.21	\$2,439.40	
NET OPERATING INCOME	\$3,196.88	\$27,750.89	\$61,330.59	\$60,933.53	\$77,147.03	\$31,352.74	\$3,909.82	\$70,001.12	\$42,346.40	\$ -10,384.13	\$4,997.99	\$52,067.27	\$424,650.13
OTHER INCOME													
Wildwood Standby Fees			-5,401 27	-38,445.87	-32,825.34			-22,340.67		-8,418.04		-6,847.98	\$ -114,279.17
Contra		***				** **	***	* ******	40.00		***		A 444.070.47
Total Other Income	\$0.00	\$0.00	\$ -5,401.27	\$ -38,445.87	\$ -32,825 34	\$0.00	\$0.00	\$ -22,340.67	\$0.00	\$ -8,418.04	\$0 00	\$ -6,847 98	\$ -114,279.17
OTHER EXPENSES													
Amortization Expense	4,167 95	4,167 95	4,167 95	4,167 95	4,167.95	4,167 95	4,167 95	4,167.95	4,167 95	4,167 95	4,167.95	4,167.95	\$50,015 40
Depreciation Expense	9,411 62	9,411.62	9,411.62	9,411 62	9,411 62	9,411 62	9,411 62	9,411.62	9,411.62	9,411.62	9,411.62	9,411.62	\$112,939 44
Franchise Taxes	-4,004 00				7,174 20								\$3,170 20
Interest Expense	1,929.58	1,921 26	1,788 24	1,901.52	1,831.20	1,882.98	1,813.48	1,864 61	1,856.07	1,786.77	1,836.90	1,769.00	\$22,181.61
Interest Expense-Mezz Debt	4,132.23	1,132.23	3,000 00	44.005.55	-3,000.00	44 007 77	40.000.00		44 400 55	10 700 17	44 000 00	10.000.50	\$5,264 46
Interest Expense-Post Oak			8,446.49	11,095.02	10,875.00	11,237.50	10,836 68	11,151.11	11,108 35	10,708 47	11,023 83	10,623.59	\$107,106 04
Bank	17 551 04	A 570.70											\$22,131.00
Pumpage Fee - Prior Year	17,551 24	4,579 76 \$21,212.82	\$26 Q14 Q0	\$26,576.11	\$30,459.97	\$26,700.05	\$26,229.73	\$26,595.29	\$26,543.99	\$26,074.81	\$26,440.30	\$25,972.16	\$322,808.15
Total Other Expenses	\$33,188.62		\$26,814.30										
NET OTHER INCOME	\$ -33,188.62	\$ -21,212.82	\$ -32,215.57	\$ -65,021.98	\$ -63,285.31	\$ -26,700.05	\$ -26,229.73	\$ -48,935.96	\$ -26,543.99	\$ -34,492.85	\$ -26,440.30	\$ -32,820.14	\$ -437,087.32
NET INCOME	\$ -29,991.74	\$6,538.07	\$29,115.02	\$ -4,088.45	\$13,861.72	\$4,652.69	\$ -22,319.91	\$21,065.16	\$15,802.41	\$ -44,876.98	\$ -21,442.31	\$19,247.13	\$ -12,437.19

BALANCE SHEET

As of December 31, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Post Oak Bank **9907	201,662.39
Total Bank Accounts	\$201,662.39
Accounts Receivable	
Accounts Receivable	61,133.60
Total Accounts Receivable	\$61,133.60
Other Current Assets	
Intercompany Balances	
Due (to)/from BSH2O	378,690.55
Due (to)/from BSWR	1,109,498.14
Due (to)/from GUS	-309,792.80
Due (to)/from WW POA Standby	-696,310.71
Total Intercompany Balances	482,085.18
Total Other Current Assets	\$482,085.18
Total Current Assets	\$744,881.17
Fixed Assets	
1000 Land	260,386.38
Allendale .444 Acres	9,400.00
Allendale 33.6 Acres	13,281.00
Bayridge Sewer .5104 Acres	10,286.00
Bayridge Water .2010 Acres	4,054.00
Bayridge Water 50.7 Acres	18,765.00
Brazos Valley Land 10 Tracts	141,128.14
Hillgreen .444 Acres	9,400.00
Hillgreen 33.6 Acres	13,281.00
KBR .46 Acres	29,978.00
KBR 5 Acres	13,351.00
Loch Ness Cove .444 Acres	9,400.00
Loch Ness Cove 33.6 Acres	13,281.00
Northwest Water Land Tracts	261,905.92
Oaks Grande .3150 Acres	6,353.00
Oaks Grande 50.7 Acres	18,764.00
Oaks of Houston .51 Acres	51,086.00
Oaks of Houston 38 Acres	68,217.90
River Club .444 Acres	9,399.00
River Club 33.6 Acres	13,280.00
Riverwood .3340 Acres	6,737.00
Riverwood 50.6 Acres	18,746.00
Wildwood Tract 1	47,959.35
Wildwood Tract 2	72,406.00
Wildwood Tract 3	1,625.00

	TOTAL
Woodhaven .444 Acres	9,399.00
Woodhaven 33.6 Acres	13,279.17
Total 1000 Land	1,145,148.86
1200 Depreciable Assets	
KBR	
System Improvements-KBR	63,700.45
Total KBR	63,700.45
Nerro 1 Distribution Lines	
Water Distribution Lines	391,714.00
Water Distribution Lines - Hillgreen	7,741.59
Water Distribution Lines - Lochness Cove	6,861.00
Water Distribution Lines - Riverclub	14,824.26
Water Distribution Lines - Woodhaven	13,856.84
Total Nerro 1 Distribution Lines	434,997.69
Nerro 1 Water Systems	321,365.00
Blowers	19,442.00
Ground Storage Tanks	128,691.00
Lift Stations	100,809.00
Pressure Tanks	72,179.00 115,210.00
Pump House Bldgs/Misc/Fence System Improvements-Allendale	18,951.88
System Improvements-Hillgreen	12,995.78
System Improvements-Lochness	19,030.36
System Improvements-River Club	27,632.18
System Improvements-Woodhaven	15,911.55
Total Nerro 1 Water Systems	852,217.75
Nerro 2 Distribution Lines	
Water Distribution Lines - Bayridge	1,059.62
Water Distribution Lines - Oaks @ Houston	761.17
Total Nerro 2 Distribution Lines	1,820.79
Nerro 2 Water/Sewer Systems	
Sewage Collection Lines/Taps	478,355.96
Sewage Treatment Plants	360,032.00
System Improvements-Bayridge	344,996.29
System Improvements-Lost Lakes	35,979.45
System Improvements-Oaks @ Houston Point	8,684.83
System Improvements-Riverwood	29,205.62
Total Nerro 2 Water/Sewer Systems	1,257,254.15
Nerro 3 Distribution Lines	
Water Distribution Lines - Benchley Oaks	15,077.65
Water Distribution Lines - Lakewood Estates	30,652.24
Water Distribution Lines - Oak Forest	2,488.36
Water Distribution Lines - Smetana Forest	7,097.44
Total Nerro 3 Distribution Lines	55,315.69
Nerro 3 Water Systems	
Brazos Valley Water Systems	262,095.11
System Improvements-Benchley Oaks	14,392.68
System Improvements-Lakewood Estates	18,979.24
System Improvements-Oak Forest	8,699.20

	TOTAL
System Improvements-Smetana	17,951.66
Total Nerro 3 Water Systems	322,117.89
Nerro 4 Distribution Lines	
Water Distribution Lines - Apache Hills	4,716.34
Water Distribution Lines - Lakeview N Marshall	17,392.73
Water Distribution Lines - Little Oak Forest	5,022.87
Water Distribution Lines - Somerville	17,942.68
Total Nerro 4 Distribution Lines	45,074.62
Nerro 4 Water Systems	
System Improvements-Apache Hills	3,822.50
System Improvements-Somerville Place	12,178.46
Total Nerro 4 Water Systems	16,000.96
Nerro NW 1 Distribution Lines	
Water Distribution Lines - Hazy Hollow	7,135.18
Total Nerro NW 1 Distribution Lines	7,135.18
Nerro NW 1 Water Systems	
Northwest Water Systems	486,396.70
System Improvements-Hazy Hollow	22,427.87
Total Nerro NW 1 Water Systems	508,824.57
Nerro NW 2 Distribution Lines	
Water Distribution Lines - Shady Brook Acres	1,346.42
Water Distribution Lines - Spring Creek Valley	5,806.00
Water Distribution Lines - White Oak Valley	2,025.79
Total Nerro NW 2 Distribution Lines	9,178.21
Nerro NW 2 Water Systems	
System Improvements-Shady Brook Acres	9,711.88
System Improvements-Spring Creek Valley	3,232.07
System Improvements-White Oak Valley	7,075.08
Total Nerro NW 2 Water Systems	20,019.03
Wildwood Shores Water/Sewer System	
System Improvements-Wildwood	71,650.22
Water Distribution Lines - Wildwood	50,974.47
Wildwood Estates Sewer System	151,009.34
Wildwood Estates Site Improve.	4,605.75
Wildwood Estates Water System	139,687.00
Total Wildwood Shores Water/Sewer System	417,926.78
Total 1200 Depreciable Assets	4,011,583.76
Accumulated Depreciation	-731,665.68
Total Fixed Assets	\$4,425,066.94
Other Assets	
Intangible Assets	
Accumulated Amortization	-257,051.84
Goodwill & Customer Base	600,000.00
Loan Fees	2,771.00
Loan Fees-Post Oak Loan 2016 02	69,304.98
Loan Fees-Post Oak Loan 2016 03	40,230.64
Loan Fees-Post Oak Loan 2017 11	15,199.75
Total Intangible Assets	470,454.53

	TOTAL
Security Deposit	1,505.00
Total Other Assets	\$471,959.53
TOTAL ASSETS	\$5,641,907.64
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	53,874.92
Total Accounts Payable	\$53,874.92
Credit Cards	
Post Oak Bank-\$500k Nov 2017	497,895.30
Total Credit Cards	\$497,895.30
Other Current Liabilities	
Accrued Liabilities - Franchise Tax	2,755.48
Other Liabilities	100.00
Regulatory Assess-BVGCD	-854.72
Regulatory Assess-GRP Fees	-11,327.14
Regulatory Assess-TCEQ Payable	19,293.61
Water Deposits	36,380.19
Water Deposits - Northwest Water	3,524.74
Total Other Current Liabilities	\$49,872.16
Total Current Liabilities	\$601,642.38
Long-Term Liabilities	
Post Oak Bank-Line of Credit	223,330.09
Post Oak Bank-Nerro Loan	2,690,074.82
Post Oak Bank-NWW Loan	442,247.85
Total Long-Term Liabilities	\$3,355,652.76
Total Liabilities	\$3,957,295.14
Equity	
32000 Retained Earnings	-378,781.01
Members Equity	
30400 Member Equity-Blackswan	2,120,918.64
Total Members Equity	2,120,918.64
Net Income	-57,525.13
Total Equity	\$1,684,612.50
TOTAL LIABILITIES AND EQUITY	\$5,641,907.64

PROFIT AND LOSS

January - December 2017

	TO
come	
OU Revenue (Nerro 1 & 2)	
Late Fees/Reconnect/Adjustments	21,681
Sewer Revenue - IOU	160,671
Tap Fees - IOU	9,950
Water Revenue - IOU	453,153
Total IOU Revenue (Nerro 1 & 2)	645,455
OU Revenue (Nerro 3 & 4)	
Late Fees/Reconnect/Adjustments	13,566
POSGWD Water Fee	-240
Tap Fees - IOU	10.305
Water Revenue - IOU	330,060
Total IOU Revenue (Nerro 3 & 4)	353,691
	300,007
OU Revenue (Nerro NW 1&2)	
Late Fees/Reconnect/Adjustments	31,174
NHCRWA Pumpage Fee	-49,396
SJRA Pumpage Fee	-167,774
Water Revenue- IOU	887.824
Total IOU Revenue (Nerro NW 1&2)	701,827
KBR Facilities	
KBR Facility	144,864
KBR Facility-Parking Lot Rental	6,600
Total KBR Facilities	151,464
	0,10
Vildwood Revenue	
Late Fees/Reconnect/Adj-Wildwood	8,694
Sewer Revenue - Wildwood	32.867
Tap Fees - Wildwood	15,400
Water Revenue - Wildwood	36,263
Wildwood Standby Fees	0
Total Wildwood Revenue	93,225
otal Income	\$1,945,664
	३।,जन्य,।त्यस
ost of Goods Sold	
50100 Operations	
Operations - KBR	44.879
Operations - Nerro 2	48,000
Operations - Wildwood	60,000
Total 50100 Operations	152,879
50200 Connection Charge	
Connections - Nerro 1	72.736
Connections - Nerro 2	80.450
Connections - Nerro 3	78.553
Connections - Nerro 4	74,975
Connections - NW 1	171,878
Connections - NW 2	111.596
Connections - Wildwood	36,249
Total 50200 Connection Charge	626.441
50300 Distribution	
Distribution - Nerro 1	3,014
Distribution - Nerro 2	420
Distribution - Nerro 3	279
Distribution - Nerro 4	14;
Distribution - NW#1	2,36
Distribution - NW#2	565
Distribution - Wildwood	130
Fotal 50300 Distribution	
	6,918
50400 Repairs	
Repairs - KBR	75
Repairs - Nerro 1	29,77
Repairs - Nerro 2	26,51
Repairs - Nerro 3	34,28
Repairs - Nerro 4	15,91
Repairs - NW#1	40,62
Repairs - NW#2	
Repairs - Wildwood	24.95 17.371
otal 50400 Repairs	189,52
0500 Maintenance	
Maintenance - KBR	26,22
	17 29
Maintenance - Nerro 1	20.00
	22,96
daintenance - Nerro 2	
Maintenance - Nerro 2 Maintenance - Nerro 3	7.74
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4	7.7 4 8.86
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1	7.74 8.86 11,04
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2	7.74 8.86 11,04 15,46
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood	7.74 8.86 11,04 15.48 17.79
Mainteriance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing	7.74 8.86 11.04 15.46 17.79 65.35
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing	7.74 8.86 11.04 15.46 17.79 65.35
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing otal 50500 Maintenance	7.74 8.86 11.04 15.46 4.77.79 65.35
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing otal 50500 Maintenance 0700 Lab Fees	7.74 8.86 11.04 15,46 17.79 65.35 192,76
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing Total 50500 Maintenance 50700 Lab Fees Lab Fees - KBR	7.74 8.86 11,04 15,46 17.79 65,35 192,76 18
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing Fotal 50500 Maintenance 100700 Lab Fees Lab Fees - KBR Lab Fees - Nerro 1	7.74 8.86 11,04 15,46 17.79 65,35 192,76 11 12.20
Maintenance - Nerro 1 Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing Total 50500 Maintenance 50700 Lab Fees Lab Fees - KBR Lab Fees - Nerro 1 Lab Fees - Nerro 2	7.7.42 8.86s 11.042 15.463 17.792 65.355 192.76s 180 13.200
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#1 Maintenance - Wildwood Mowing Total 50500 Maintenance 50700 Lab Fees Lab Fees - Nerro 1 Lab Fees - Nerro 2 Lab Fees - Nerro 2 Lab Fees - Nerro 3	7.742 8.869 11,042 15,467 17,792 65,359 192,769 180 13,200 6,543 14,662 6,072
Maintenance - Nerro 2 Maintenance - Nerro 3 Maintenance - Nerro 4 Maintenance - NW#1 Maintenance - NW#2 Maintenance - Wildwood Mowing Total 50500 Maintenance 50700 Lab Fees Lab Fees - KBR Lab Fees - Nerro 1 Lab Fees - Nerro 2	22,969 7.742 8.869 11,042 15,467 17.786 65,359 192,769 180 13,200 6,543 14,626 6,072 7 299

	TOTAL
Lab Fees - NW#2	4,218 96
Lab Fees - Wildwood	6,998.70
Special Reporting	275 00 20,511 10
State Lab Fees	82,355 69
Total 50700 Lab Fees 50800 Chemicals	
Bleach	2.666 25
Chemicals - KBR	4,239 96
Chemicals - Nerro 1	6,304 95
Chemicals - Nerro 2	13.490 00 10.561 99
Chemicals - Nerro 3	6,291 40
Chemicals - Nerro 4 Chemicals - NW#1	4,870 34
Chemicals - NW#2	4,467 44
Chemicals - Wildwood	3,831 20
Chlorine	1,137.50
Polyphosphate	1,797 50 59,658.53
Total 50800 Chemicals	05,005.00
50900 Plant Utilities Plant Utilities - KBR	
KBR Plant Utilities	12.443 78
Total Plant Utilities - KBR	12,443 78
Plant Utilities - Nerro 1	
Allendale	1,914 27
Hillgreen	1,460 66 1,871 57
Loch Ness	3,051 40
River Club Woodhaven	2,356 09
Woodnaven Total Plant Utilities - Nerro 1	10,653.99
Plant Utilities - Nerro 2	
Bayndge LS	3,345 31
Bayridge Water	1.524 87
Bayndge WWTP	10,279 22 927 35
Lost Lakes	327 35 335 64
Oaks at Houston LS Oaks at Houston Water	3.804 37
Riverwood	5,603 78
Total Plant Utilities - Nerro 2	25,820.54
Plant Utilities - Nerro 3	
Benchley Oaks	5.486 87
Lakewood Estates	2,696 26
Oak Forest	2,277 89
Smentana Forest	1 810 32 12,271 34
Total Plant Utilities - Nerro 3	ic,cri os
Plant Utilities - Nerro 4	2,129 33
Apache Hills Lakeview	2,047 23
Little Oak Forest	992 11
Somerville	1,591 68
Whispering Woods	927 10
Total Plant Utilities - Nerro 4	7,687 45
Plant Utilities - NW#1	00 707 60
Hazy Hollow East Estates	23,737.58 23,737.5 8
Total Plant Utilities - NW#1	25,75.50
Plant Utilities - NW#2 Shady Brook Acres	1.917 79
Spring Creek Valley Estates	8.793 07
White Oak Valley NW 2	7,836 35
Total Plant Utilities - NW#2	18,547 21
Plant Utilities - Wildwood	
Wildwood	11,269.00
Total Plant Utilities - Wildwood	11,269 00
Total 50900 Plant Utilities	122,430 89
51000 Property Taxes	1.893 41
Property Taxes - Brazos Valley	3,056 83
Property Taxes - KBR Property Taxes - Nerro 1 & 2	3,183 89
Property Taxes - NWW	17.445 26
Property Taxes - Wildwood	1.297 37
Total 51000 Property Taxes	26,876.76
51100 Water Fee	12,366.57
Permits and Licenses	17.864 57 30.201.14
Total 51100 Water Fee	
Total Cost of Goods Sold	\$1,490.054 07
GROSS PROFIT	\$455,610 35
Expenses	8,288 45
60400 Bank Service Charges	10.163 76
63300 Insurance Expense 64900 Office Expense	1,742 75
66700 Professional Fees	1,000 00
Accounting Fees	2,750 00
Total 66700 Professional Fees	3,750 00
66750 Property Taxes - Business Property	2 244 63
67200 Repairs and Maintenance	800.00
67250 Regulatory Violations	23,160 00
69000 Repair & Maintenance Facility Upgrades	000
Facility Upgrades Main Line Repairs	000
'	

	TOTAL
Total 69000 Repair & Maintenance	0 00
Total Expenses	\$50,149 31
NET OPERATING INCOME	\$405,461.04
Other Income	
Other Miscellaneous Income	132 00
Upgrades & Main Line Repair - Contra	0 00
Wildwood Standby Fees - Contra	0 00
Total Other Income	\$132 00
Other Expenses	
Amortization Expense	50,184 72
Asset Management	98,904 00
Depreciation Expense	142.886 16
Interest Expense-Post Oak Bank	171,143 29
Total Other Expenses	\$463,118.17
NET OTHER INCOME	\$ -462,986 17
NET INCOME	\$-57,525.13

List of Assets Transferred

J & S \	J & S Water Company L.L.C. Transferred Asset List - W									/ater
	Test Period Ends:	30-Jun-18								
NARUC Acct.	Item Description	Installation Date	Original Cost		Service Life	Economic Life	Remaining Service	Annual Deprec.	Total Accum.	Net Book
No.				CIAC			Life	Expense	Deprec.	Value
	WOODLAND ACRES									
303	Land	1-Jun-74	\$582							\$582
307	Wells - 2 Ea.	1-Jul-71	\$25,750	\$0	50	47	3	\$515	\$24,287	\$1,463
322	GST - 21,000 gal.	1-Jan-93	\$11,189	\$0	50			\$224	\$5,724	\$5,465
322	GST - 42,000 gal.	1-Jan-93	\$15,943	\$0	50	26		\$319	\$8,156	\$7,787
320	PST - 6000 gal.	1-Jul-81	\$17,317	\$0	50	37	13	\$346	\$12,857	\$4,460
313	Booster Pump - 7.5 Hp	22-Feb-11	\$1,299	\$0	10	7	3	\$130	\$958	\$341
305	Wood Building	21-Oct-10	\$2,734	\$0	15	8	7	\$182	\$1,407	\$1,327
349	Electrical Controls	28-Oct-09	\$2,000	\$0	10	9	1	\$200	\$1,740	\$260
325	Dist. System	1-Dec-76	\$60,140	\$0	50	42	8	\$1,203	\$50,181	\$9,959
313	Booster Pump - 15 Hp	31-Jan-13	\$1,155	\$0	10	5	5	\$116	\$627	\$528
309	Well Pump - 5 Hp	2-Feb-15	\$5,393	\$0	5		2	\$1,079	\$3,686	\$1,707
310	Well w/ 20 Hp Pump	15-Sep-15	\$16,773	\$0	50	3	47	\$335	\$939	\$15,834
315	Chl Equipment	13-Feb-15	\$1,806	\$0	5		2	\$361	\$1,224	\$582
334	Fencing	10-Mar-16	\$3,275	\$0	20		18	\$164	\$379	\$2,896
313	Blower Repair	14-Jun-16	\$2,900	\$0	10	2	8	\$290	\$594	\$2,306
	MAPLE LEAF									
303	Land	1-Jul-78	\$5,000							\$5,000
303	Land	1-Jan-81	\$2,456							\$2,456
307	Water Plant	1-Mar-81	\$46,755	\$0	50		13	\$935	\$35,028	\$11,727
328	3" Dia. Master Meter	16-Nov-10	\$1,134	\$0	20	L .	12	\$57	\$434	\$700
305	GST - 65,000 gal.	8-Sep-15	\$48,312	\$0	50		47	\$966	\$2,724	\$45,588
325	Dist. System	1-Jul-78	\$26,134	\$0	50	1	10	\$523	\$20,978	\$5,156
325	Dist. System	1-Sep-78	\$16,017	\$0	50		10	\$320	\$12,802	\$3,215
325	Dist. System	1-Nov-83	\$400	\$0	50			\$8	\$278	\$122
325	Dist. System	1-May-83	\$52,197	\$0	50	35	15	\$1,044	\$36,836	\$15,361
307	Well	2-Jun-16	\$65,678	\$0	50		48	\$1,314	\$2,735	\$62,943
313	Booster Pumps - 15 Hp	18-Jun-14	\$2,195	\$0	10		6	\$220	\$888	\$1,307
313	Booster Pump - 15 Hp	16-Sep-15	\$1,139	\$0	10		7	\$114	\$319	\$820
310	Well Pump - 20 Hp	3-Mar-15	\$12,632	\$0	10	I .	7	\$1,263	\$4,216	\$8,416
322	GST - Pad	28-Jun-14	\$2,400	\$0	50		46	\$48	\$193	\$2,207
322	GST	4-Nov-14	\$11,423	\$0	50	4	46	\$228	\$837	\$10,586
	Totals:		\$462,128	\$0				\$12,503	\$231,027	\$231,101
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J & S \	Water Company L.L	C.				<u> </u>	ansferre	a Asset	LIST - V	<u>rater</u>
	Test Period Ends:	30-Jun-18								
NARUC	ltem	Installation	Original		Expected	Economic	Remaining	Annual	Total	Net
Acct.	Description	Date	Cost		Service	Life	Service	Deprec.	Accum.	Book
No.	-			CIAC	Life	" "	Life	Expense	Deprec.	Value
320	PST - 5000 gal.	29-Jul-15	\$20,108	\$0	50	3	47	\$402	\$1,179	\$18,92
320	Crane - PST Install.	29-Jul-15	\$1,712	\$0	50	3	47	\$34	\$100	\$1,61
315	Chl Equipment	14-Sep-15	\$1,513	\$0	5	3	2	\$303	\$848	\$66
349	Electrical Equipment	10-Mar-11	\$1,193	\$0	10	7	3	\$119	\$875	\$31
325	Interconnection - WHC11	28-Apr-16	\$1,500	\$0	20	2	18	\$75	\$163	\$1,33
	OAKLAND VILLAGE								:	
303	Land	1-Sep-79	\$2,679							\$2,67
307	Well & Pumps	1-Sep-79	\$14,867	\$0	50	39	11	\$297	\$11,585	\$3,28
307	Well & Pumps	1-Sep-79	\$14,867	\$0	50	39	11	\$297	\$11,585	\$3,28
320	PST - 500 gal.	1-Sep-79	\$6,795	\$0	50	39	11	\$136	\$5,295	\$1,50
325	Dist. System	1-Sep-79	\$31,298	\$0	50	39	11	\$626	\$24,388	\$6,91
	GENERAL ITEMS								ļ	
399	Engineering	28-May-16	\$1,000	\$0	10	2	8	\$100	\$210	\$79
328	Meter Calibration	28-Nov-14	\$1,575	\$0	20	4	16	\$79	\$283	\$1,29
328	Meters - 10 Ea.	9-Sep-15	\$1,010	\$0	20	3	17	\$51	\$142	\$86
	Totals: Page 2		\$100,117	\$0	•			\$2,519	\$56,653	\$43,46
	Totals: Page 1]	\$462,128	\$0				\$12,503	\$231,027	\$231,10
	Totals - Utility Water Plant	; ;	\$562,245	\$0				\$15,022	\$287,681	\$274,56
					* · · · · · · · · · · · · · · · · · · ·					Page 2

	Test Period Ends:	30-Jun-18								
NARUC Acct. No.	Item Description	Installation Date	Original Cost	CIAC	Service Life	Economic Life	Service	Annual Deprec.	Total Accum.	Net Book
NO.	WOODLAND ACRES			CIAC			Life	Expense	Deprec.	Value
353		1-Jun-74	\$1,160							¢1 160
364	Lift Station - 2 ea.	1-Jul-74 1-Jul-76	\$1,160 \$11,360	\$0	50	42	٥	\$227	¢0 574	\$1,160 \$1,796
389	Treatment Plant	1-0ct-79	\$182,496	\$0 \$0	50		8 11		\$9,574	\$1,786
371	Rake Arm Repair	28-Feb-07	\$3,375	\$0 \$0	25	l .	14	\$3,650 \$135	\$141,906	\$40,590
371	900 gal. Tank	9-Nov-09	\$3,373 \$3,730	\$0 \$0	25 25		16	\$135 \$149	\$1,535 \$1,293	\$1,840
361	Collection Lines	1-Jul-76	\$206,440	\$0 \$0	50	i e	8		\$1,293 \$173,988	\$2,43° \$32,45°
371	Cleanout Bottom - Plant		\$18,900	\$0 \$0	25	1	17	\$4,129 \$756	\$5,680	\$32,452 \$13,220
367	Blower	15-Sep-14	\$2,419	\$0 \$0	5		1/1	\$484	\$5,060 \$1,840	\$13,220 \$579
389	Misc. Metal Frame	18-Mar-14	\$2,419 \$1,499	\$0 \$0	50		46	\$ 404 \$30	\$1,640 \$129	\$1,37
389	Misc. Metal Frame	8-Mar-15	\$1,536	\$0 \$0	50 50		47	\$30 \$31	\$129 \$102	\$1,37 \$1,43
365		12-Sep-14	\$1,116	\$0 \$0	5		4/	\$223	\$850	\$1,43
365	•	31-Mar-15	\$2,269	\$0 \$0	5		2	\$454	\$1,480	\$789
357	Base & Asphalt	8-Jun-15	\$1,372	\$0 \$0	50 50		47	\$27	\$1,480 \$84	\$1,28
368	•	1-May-14	\$1,221	\$0 \$0	10		6	\$122	\$510	\$1,200 \$71
368	•	1-May-14	\$1,032	\$0 \$0	10	1	ا	\$103	\$405	\$62°
367	Sewer Pump - 10 Hp	12-Aug-14	\$986	\$0 \$0	5		1	\$103 \$197	\$768	\$218
337	Totals:	, , , , , , , , , , , , , , , , , , ,	\$440,911	\$0	J	7	1	\$10,718	\$340,146	\$100,76
	iotais.		φ440,311	ΨU	L	L		φ1U,110	Φ340, 140	Page 1

& S V	Nater Company L.L		Transferred Asset List - Sewer							
	Test Period Ends:	30-Jun-18					·-			
IARUC	Item	Installation	Original		Service	Economic	Remaining	Annual	Total	Net
Acct.	Description	Date	Cost		Life	Life	Service	Deprec.	Accum.	Book
No.				CIAC	•		Life	Expense	Deprec.	Value
	MAPLE LEAF									
353	Land	1-Jan-81	\$19,939							\$19,93
364	Lift Station - 3 ea.	1-Jul-81	\$30,330	\$0	50	37	13	\$607	\$22,519	\$7,81
389	Package Plant	1-May-83	\$99,264	\$0	50	35	15	\$1,985	\$70,052	\$29,21
389	Digestor	9-May-94	\$2,150	\$0	50	24	26	\$43	\$1,042	\$1,10
389	Digestor	3-Jun-94	\$2,150	\$0	50	24	26	\$43	\$1,039	\$1,11
389	Digestor	10-Jul-94	\$2,270	\$0	50	24	26	\$45	\$1,092	\$1,17
361	Main Lines	1-May-83	\$140,461	\$0	50	35	15	\$2,809	\$99,125	\$41,33
371	Const. Crew - 22 Hrs.	10-Apr-07	\$1,221	\$0	25	11	14	\$49	\$550	\$67
365	Lift Station Pump 1 Hp	27-Aug-14	\$1,119	\$0	5	4	1	\$224	\$863	\$25
371	Engineering Clarifier	8-Sep-14	\$1,000	\$0	25	4	21	\$40	\$153	\$84
367	Pump - 1/2 Hp	26-Nov-13	\$1,066	\$0	5	5	0	\$213	\$982	\$8
365	Lift Stat. Pump - 1/2 Hp	28-May-14	\$1,104	\$0	5	4	1	\$221	\$906	\$19
365	Lift Stat. Pump - 3 Hp	16-Sep-15	\$1,139	\$0	5	3	2	\$228	\$637	\$50
367	Shredder Pump	13-Aug-15	\$9,722	\$0	5	3	2	\$1,944	\$5,620	\$4,10
367	Sewage Pump - 1 Hp	19-Jun-14	\$1,189	\$0	5	4	1	\$238	\$962	\$22
	Totals Page 2:		\$314,124	\$0				\$8,689	\$205,541	\$108,58
	Totals Page 1:		\$440,911	\$0				\$10,718	\$340,146	\$100,76
	Totals - Utility Sewer Pla	int:	\$755,035	\$0				\$19,407	\$545,687	\$209,34

Enforcement Actions

Docket #	Location	Permit # or PWS #	Status of Compliance	As of 07/02/2018
2017-0505 PWS-E	2017-0505 PWS-E Maple Leaf		Waiting on Notice of Compliance	All documents have been submitted for this enforcement. Currently, waiting for a Notice of Compliance.
2016-0347 MWD-E	Woodland Acres	WQ001172001	Waiting on a review. November 2018	All documents have been submitted for this docket. Waiting on November 2018 before they will approve a Notice of Compliance.
2011-0599-MWD-E	Maple Leaf & Five Oaks	WQ0012342001 WQ0012382001	Waiting on approval for extension	Submitted an Extension request on Friday June 22, 2018. Waiting for a response
2017-1183-PWS-E	Woodland Acres	PWS 0360227	Waiting on Notice of Compliance	As of 07/02/2018 all documents have been sent to TCEQ. Waiting on a Notice of Compliance.
2010-1581-MWD-E	Woodland Acres	WQ001172001	Wait on TCEQ Extension	This is going to a court order as of 07/02/2018.
2014-1303-MWD-E	Maple Leaf	WQ0012342001	TCEQ Denied Extension	The extension was denied on June 1, 2018. "The Enforcement Division will proceed with a review."

List of Neighboring Utilities

STM Application for Sale/Tansfer of a Portion of J&S Water Company, LLC, CCN No. 20658 to Nerro Supply, LLC, CCN No. 20366 in Chambers, Harris and Liberty Counties

Entities within 2 Miles/ Notice List:

Aqua Texas, Inc. (CCN 21065) 1106 Clayton Ln Suite 400W Austin, TX 78723

Gulf Coast Waste Disposal Authority (CCN 20465) 910 Bay Area Blvd Houston, TX 77058

HCMUD Inc. (CCN 20641) 363 N Belt Ste 190 Houston, TX 77060

Reid Road MUD 1 (CCN 20440) 1621 Milam ST FL3 Houston, TX 77002

Trinity at Windfern LLC (CCN 21088) 9401 Windfern Rd Houston, TX 77064

City of Old River Winfree 4818 FM 565 N Old River Winfree, TX 77523

City of Jersey Village 16327 Lakeview Dr Jersey Village, TX 77040

City of Mont Belvieu PO Box 1048 Mont Belvieu, TX 77580

City of Houston PO Box 1562 Houston, TX 77251

Baytown Area Water Authority 7425 Thompson Rd Baytown, TX 77521

Chambers-Liberty Counties Navigation District PO Box 518 Anahuac, TX 77514 Coastal Water Authority 1801 Main St Ste 800 Houston, TX 77002

Cy Fair Community Improvement District Inactive-no address

Emerald Forest Utility District Allen Boone Humphries Robinson LLP 3200 Southwest Fwy Ste 2600 Houston, TX 77027

Harris County FCD 9900 Northwest Fwy Houston, TX 77092

Harris County MUD 220 Smith Murdaugh Little & Bonham LLP 2727 Allen Pkwy Ste 1100 Houston, TX 77019

Harris County MUD 23 Michael A Cole PC 5120 Bayard Ln Houston, TX 77006

Harris County MUD 25 10000 Memorial Dr Houston, TX 77024

Harris County MUD 261 Smith Murdaugh Little & Bonham LLP 2727 Allen Pkwy Ste 1100 Houston, TX 77019

Harris County MUD 6 Allen Boone Humphries Robinson LLP 3200 Southwest Fwy Ste 2600 Houston, TX 77027

Harris County WCID 133 Strawn and Richardson PC 6750 West Loop S Ste 865 Bellaire, TX 77401 Near Northwest Management District 7603 Antoine Dr Houston, TX 77088

North Harris County Regional Water Authority Radcliffe Bobbitt Adams Polley PLLC 2929 Allen Pkwy Ste 3450 Houston, TX 77019

Northwest Park MUD Young & Brook 10000 Memorial Dr Ste 260 Houston, TX 77024

Reid Road MUD 2 2800 Post Oak Blvd Ste 4100 Houston, TX 77056

Rolling Fork PUD Strawn and Richardson PC 6750 West Loop S Ste 250 Bellaire, TX 77401

Port of Houston Authority 111 East Loop N Houston, TX 77029

Trinity River Authority of Texas PO Box 60 Arlington, TX 76004

West Harris County MUD 1 Young & Brook 10000 Memorial Dr Ste 260 Houston, TX 77024

West Harris County MUD 10 Young & Brook 10000 Memorial Dr Ste 260 Houston, TX 77024

West Harris County MUD 11 Young & Brook 10000 Memorial Dr Ste 260 Houston, TX 77024 West Harris County MUD 21 Young & Brook 10000 Memorial Dr Ste 260 Houston, TX 77024

West Harris County MUD 9 Bacon & Wallace LLP 6363 Woodway Dr Ste 800 Houston, TX 77057

White Oak Bend MUD Radcliff Bobbitt Adams Polley PLLC 2929 Allen Pkwy Ste 3450 Houston, TX 77019

Windfern Forest Utility district Bracewell & Guilianni LLP 711 Louisiana St Ste 2300 Houston, TX 77002

Harris-Galveston Coastal Subsidence District 1660 W Bay Area Blvd Friendswood, TX 77546

Harris County 1001 Preston, Suite 911 Houston, TX 77002

Chambers County 404 Washington Avenue Anahuac, TX 77514

Liberty County 1923 Sam Houston St Liberty, TX 77575

Notice Information

Notice Information - Harris County

The total acreage of the requested area is approximately: <u>79 acres</u> Number of customer connections in the requested area: <u>358</u>

The closest city or town: Jersey Village

Approximate mileage to closest city or town center: 2 miles

Direction to closest city or town: southwest

The requested area is generally bounded on the North by: Fox Road

on the East by: Windfern Rd on the South by: Zaka Road on the West by: Beltway 8

Notice Information - Chambers and Liberty Counties

The total acreage of the requested area is approximately: 32 acres Number of customer connections in the requested area: 254

The closest city or town: Old River Winfree

Approximate mileage to closest city or town center: 0.5 miles

Direction to closest city or town: east, south and west

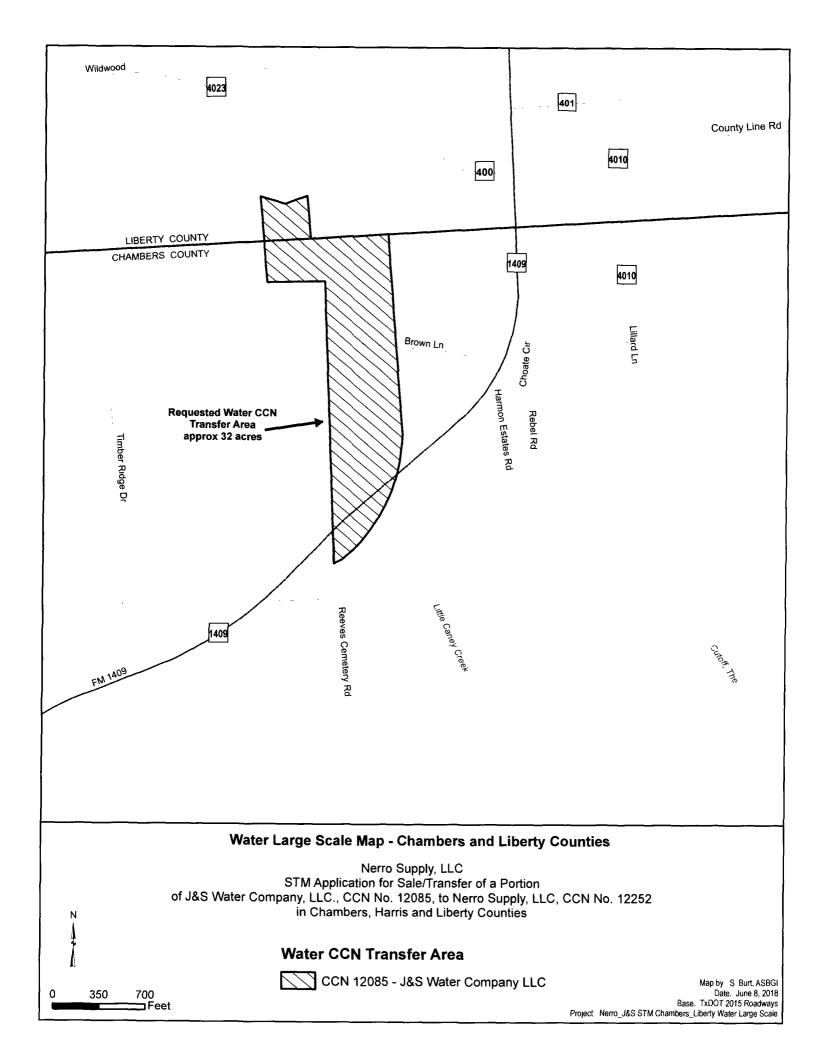
The requested area is generally bounded on the North by: County Road 400

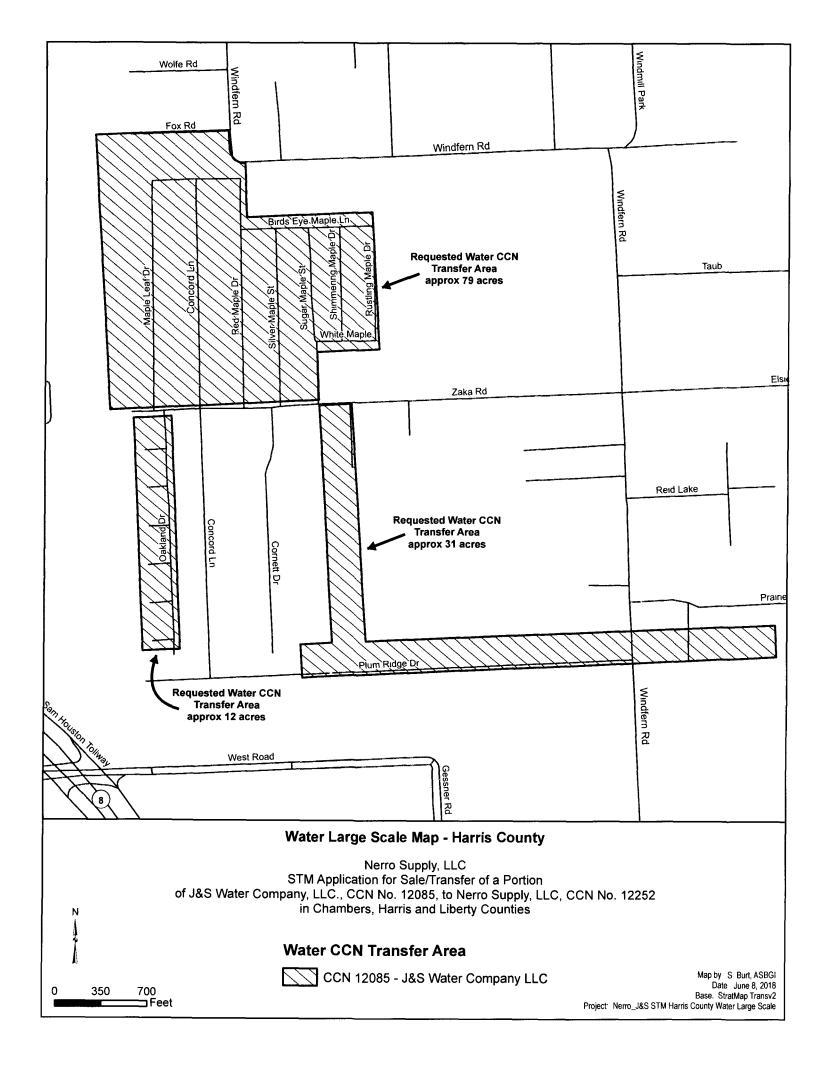
on the East by: FM 1409

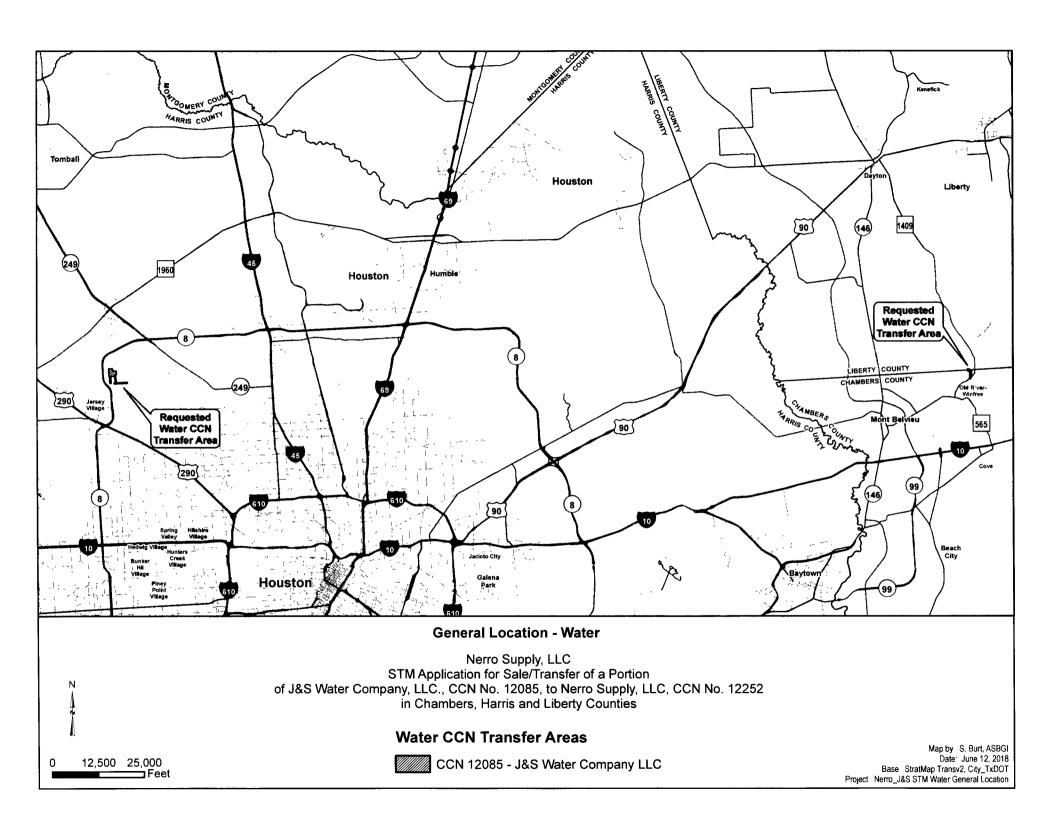
on the South by: Reeves Cemetery Road

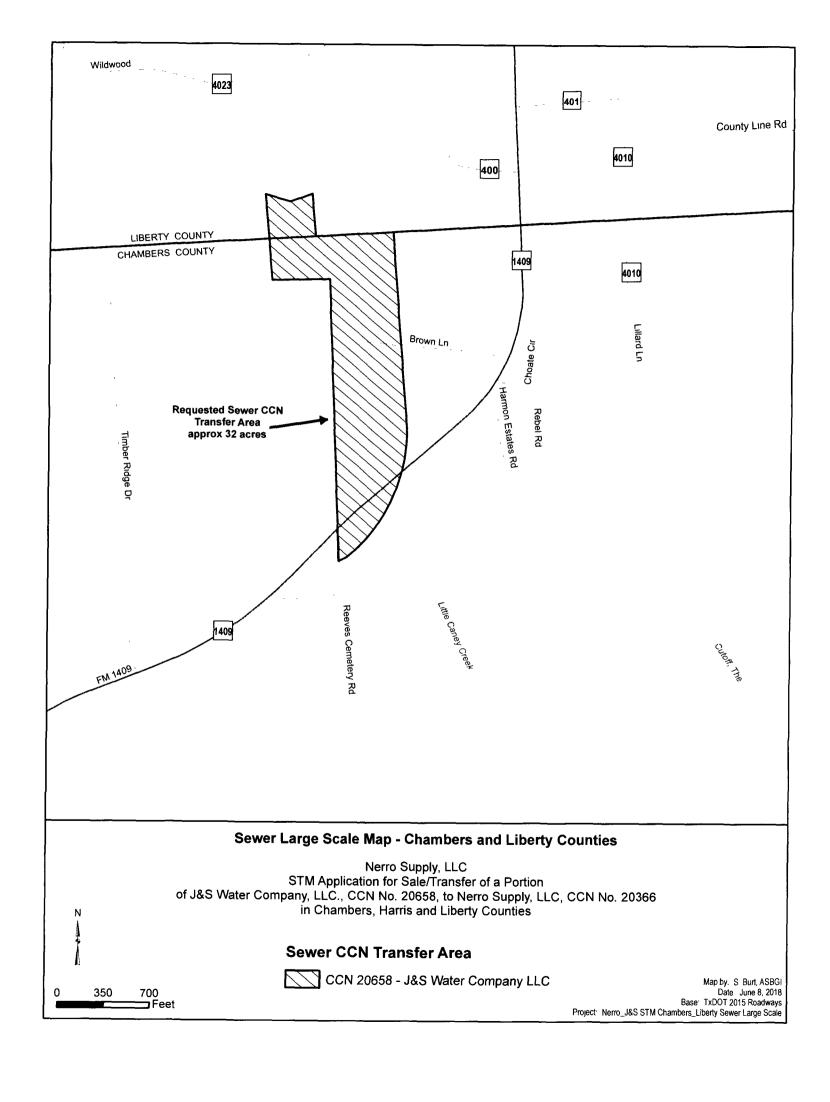
on the West by: Brown Lane

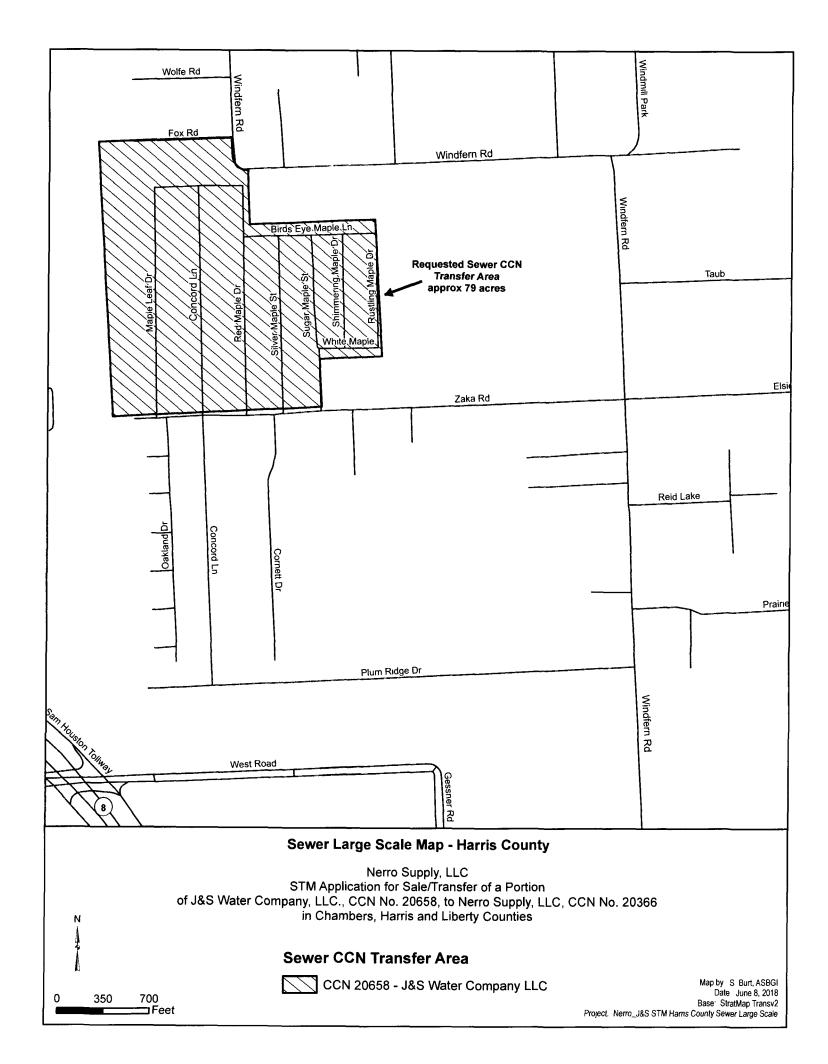
Maps

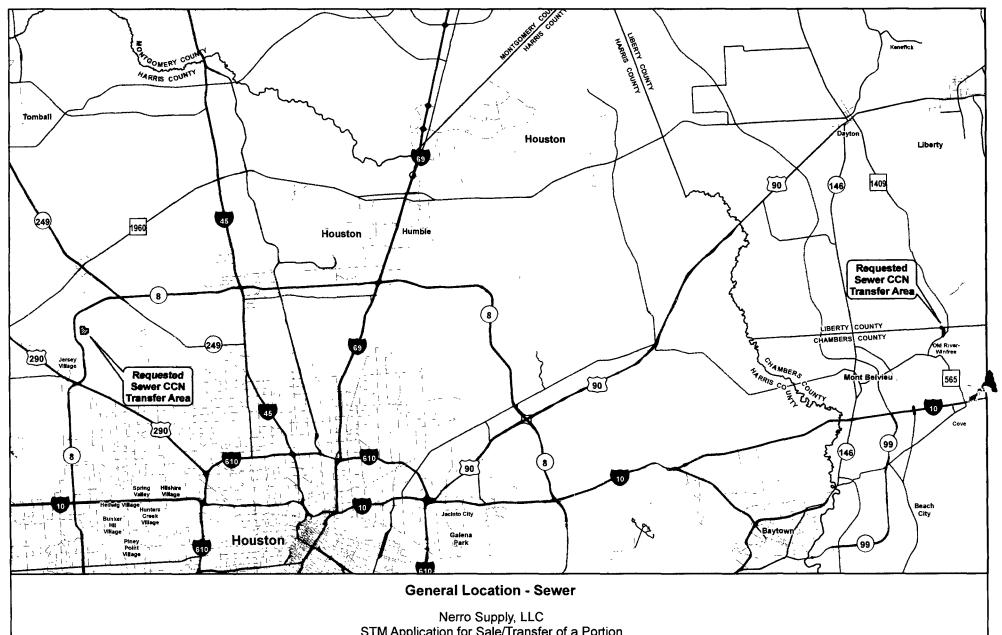












STM Application for Sale/Transfer of a Portion of J&S Water Company, LLC., CCN No. 20658, to Nerro Supply, LLC, CCN No. 20366 in Chambers, Harris and Liberty Counties

Sewer CCN Transfer Areas



CCN 20658 - J&S Water Company LLC

Map by S Burt, ASBGI Date June 12, 2018
Base StratMap Transv2, City_TxDOT Project Nerro_J&S STM Sewer General Location

12,500 25,000



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