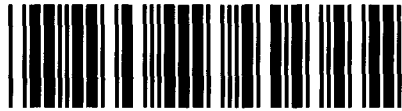




Control Number: 48533



Item Number: 1

Addendum StartPage: 0



# Application for Sale, Transfer, or Merger of a Retail

## Public Utility

48533

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

### Sale, Transfer, or Merger (STM) Application Instructions

- I. **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 inclusion in the form.
  - 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:
- DEFICIENT (Administratively Incomplete):** 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.

#### FAQ:

##### 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

Public Utility Commission of Texas  
Filing Clerk  
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## Application Summary

**Transferor:** Bammel Forest Utility Company

(selling entity)

**CCN No.s:** 11597

☒ Sale      ☐ Transfer      ☐ Merger      ☐ Consolidation      ☐ Lease/Rental

**Transferee:** Quadvest L.P.

(acquiring entity)

**CCN No.s:** 11612

☒ Water      ☐ Sewer      ☐ All CCN      ☐ Portion CCN      ☐ Facilities transfer

**County(ies):** Harris

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### Please mark the items included in this filing

<input checked="" type="checkbox"/> Contract, Lease, Purchase, or Sale Agreement	Part A: Question 1
<input checked="" type="checkbox"/> Tariff including Rate Schedule	Part B: Question 4
<input checked="" type="checkbox"/> List of Customer Deposits	Part B: Question 5
<input checked="" type="checkbox"/> Partnership Agreement	Part C: Question 7
<input type="checkbox"/> Articles of Incorporation and By-Laws (WSC)	Part C: Question 7
<input checked="" type="checkbox"/> Certificate of Account Status	Part C: Question 7
<input checked="" type="checkbox"/> Financial Audit	Part C: Question 10
<input checked="" type="checkbox"/> Application Attachment A & B	Part C: Question 10
<input type="checkbox"/> Disclosure of Affiliated Interests	Part C: Question 10
<input type="checkbox"/> Capital Improvement Plan	Part C: Question 10
<input checked="" type="checkbox"/> List of Assets to be Transferred	Part D: 11.B
<input type="checkbox"/> Developer Contribution Contracts or Agreements	Part D: 11.D
<input type="checkbox"/> Enforcement Action Correspondence	Part E: Question 18 (Part D: Q12)
<input type="checkbox"/> TCEQ Compliance Correspondence	Part F: Question 22
<input type="checkbox"/> TCEQ Engineering Approvals	Part F: Question 24
<input checked="" type="checkbox"/> Purchased Water Supply or Treatment Agreement	Part F: Question 26
<input checked="" type="checkbox"/> Detailed (large scale) Map	Part G: Question 29
<input checked="" type="checkbox"/> General Location (small scale) Map	Part G: Question 29
<input checked="" type="checkbox"/> Digital Mapping Data	Part G: Question 29
<input checked="" type="checkbox"/> Signed & Notarized 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:

Bammel Forest Utility Company and Quadvest LP have entered into an asset purchase agreement in which Bammel Forest Utility Company will sell all of its water production and distribution assets to Quadvest LP (SEE EXHIBIT A). In addition, Bammel Forest Utility Company's CCN (11597) will be cancelled and assets will be transferred to Quadvest LP's CCN (11612).

2. The proposed transaction will require (check all applicable):

For **Transferee** (Purchaser) CCN:

- ☐ Obtaining a NEW CCN for Purchaser  
☒ Transfer all CCN into Purchaser's CCN (Merger)  
☐ Transfer Portion of CCN into Purchaser's CCN  
☐ Transfer all CCN to Purchaser and retain Seller CCN  
☐ Uncertificated area added to Purchaser's CCN

For **Transferor** (Seller) CCN:

- ☒ Cancellation of Seller's CCN  
☐ Transfer of a Portion of Seller's CCN to Purchaser  
☐ Only Transfer of Facilities, No CCN or Customers  
☐ Only Transfer of Customers, No CCN or Facilities  
☐ Only Transfer CCN Area, No Customers or Facilities

**Part B: Transferor Information**

**Questions 3 through 5 apply only to the transferor (current service provider or seller)**

3. A. Name: Bammel Forest Utility Company  
(individual, corporation, or other legal entity)  
☐ Individual ☒ Corporation ☐ WSC ☐ Other: \_\_\_\_\_

B. Mailing Address: PO Box 90038, Houston, Texas, 77290

Phone: (281) 381-5440

Email: bfutility2002@yahoo.com

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

Name: Richard Dale

Title: President

Mailing Address: PO Box 90038, Houston, Texas, 77290

Phone: (281) 381-5440

Email: bfutility2002@yahoo.com

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 EXHIBIT E

A. Effective date for most recent rates: February 15, 2007

- 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: TCEQ# 35538-R

**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 no customers that will be transferred

☒ # of customers without deposits held by the transferor 183

☒ # of customers with deposits held by the transferor\* 163 SEE EXHIBIT G

\*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: Quadvest LP

(individual, corporation, or other legal entity)

☐ Individual ☐ Corporation ☐ WSC ☒ Other: Limited Partnership

B. Mailing Address: 26926 FM 2978, Magnolia, Texas, 77354

Phone: (281) 356-5347

Email: support@quadvest.com

C. Contact Person. 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: Peter Gregg

Title: Attorney

Address: 303 Colorado, Suite 2300, Austin, Texas, 78701

Phone: (512) 457-8000

Email: pgregg@dbcllp.com

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) SEE "EXHIBIT B"

☐ Corporation

Charter number (as recorded with the Texas Secretary of State): \_\_\_\_\_

☐ 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 (please explain): \_\_\_\_\_

8. If the transferee operates under any d/b/a, provide the name below:

Name: N/A

9. If the transferee's legal status is anything other than an individual, provide the following information regarding the officers, members, or partners of the legal entity applying for the transfer:

Name: SEE "EXHIBIT C"

Position: \_\_\_\_\_ Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_ Ownership % (if applicable): 0.00%

Address: \_\_\_\_\_

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.

SEE EXHIBIT D

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

1. Completed Appendix B; SEE EXHIBIT H
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: \$ \_\_\_\_\_

If the transferee Applicant is an investor owned utility (IOU) provide answers to B through D.

B. Transferee has a copy of an inventory list of assets to be transferred (*attach*): SEE EXHIBIT L

☐ No ☒ Yes ☐ N/A

Total Original Cost of Plant in Service: \$ \_\_\_\_\_

Accumulated Depreciation: \$ \_\_\_\_\_

Net Book Value: \$ \_\_\_\_\_

C. **Customer contributions in aid of construction (CIAC):** 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. **Developer CIAC:** 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. A. 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.

☒ No ☐ Yes

**B. If yes, describe the source and availability of funds and provide an estimated timeline for the construction of any planned or required improvements:**

N/A

**13. Provide any other information concerning the nature of the transaction you believe should be given consideration:**

The Bammel Forest Utility Company is owned by its customers (i.e. the residents of Bammel Forest), who have voted, per their corporate governance, to sell the utility system to Quadvest LP.

**14. Complete the following proposed entries (listed below) as shown in the books of the Transferee (purchaser) after the acquisition. Debits (positive numbers) should equal credits (negative numbers) so that all line items added together equal zero. Additional entries may be made; the following are suggested only, and not intended to pose descriptive limitations:**

Utility Plant in Service:	\$ _____	SEE EXHIBIT M
Accumulated Depreciation of Plant:	\$ _____	
Cash:	\$ _____	
Notes Payable:	\$ _____	
Mortgage Payable:	\$ _____	
(Proposed) Acquisition Adjustment*:	\$ _____	
Other (NARUC account name & No.):	_____	*Acquisition Adjustments will be subject to review under 16 TAC § 24.31(d) and (c)
Other (NARUC account name & No.):	_____	

**15. A. Explain any proposed billing change (NOTE: If the acquiring entity is an IOU, the IOU may not change the rates charged to the customers through this STM application. Rates can only be changed through the approval of a rate change application.)**

Quadvest will bill Bammel Forest customers per PUC approved Bammel Forest tariff (SEE EXHIBIT E) until Quadvest files its next consolidating rate change application.

**B. If transferee is an IOU, state whether or not the transferee intends to file with the Commission, or an applicable municipal regulatory authority, an application to change rates for some or all of its customers as a result of the transaction within the next twelve months. If so, provide details below:**

As of current, Quadvest does not have plans to file a rate change application in next twelve months.



**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:

Quadvest will be able to provide Bammel Forest customers with:

- 1) Improved customer service experience
- 2) Lower water rates (upon Quadvest filing its next rate change application)
- 3) Access to capital to improve system (on an as-needed basis)

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.

Quadvest is a class A water / wastewater utility with 40 years of experience in utility operations in Texas. Quadvest operates under the following PUCT CCN#s: 11612 and 20952 and maintains an outstanding compliance record with the TCEQ.

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)

☒ No      ☐ Yes

19. Explain how the environmental integrity or the land will be impacted or disrupted as a result of the proposed transaction:

No impact or disruption resulting from this transaction.

20. How will the proposed transaction serve the public interest?

Beyond the benefits to Bammel Forest customers listed in Item 17 above, Quadvest believes consolidation in the utility industry can often result in a more efficient and reliable utility system.

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 EXHIBIT I

**Part F: TCEQ Public Water System or Sewer (Wastewater) Information**

**Complete Part F for EACH Public Water or Sewer system to be transferred subject to approval of the transaction. Attach a separate sheet with this information if you need more space for additional systems being transferred.**

**22. A. For Public Water System (PWS):**

TCEQ PWS Identification Number: 1010096 (7 digit ID)

Name of PWS: Bammel Forest UC

Date of last TCEQ compliance inspection: May 17, 2016 (attach TCEQ letter)

Subdivisions served: Bammel Forest, Pecan Forest, Bammel Timbers

**B. For Sewer service:**

TCEQ Water Quality (WQ) Discharge Permit Number: WQ - (8 digit ID)

Name of Wastewater Facility: \_\_\_\_\_

Name of Permittee: \_\_\_\_\_

Date of last TCEQ compliance inspection: \_\_\_\_\_ (attach TCEQ letter)

Subdivisions served: \_\_\_\_\_

Date of application to transfer permit submitted to TCEQ: \_\_\_\_\_

**23. List the number of existing connections, by meter/connection type, to be affected by the proposed transaction:**

Water				Sewer	
	Non-metered		2"		Residential
	5/8" or 3/4"	340	3"		Commercial
	1"	6	4"		Industrial
	1 1/2"		Other		Other
Total Water Connections:			346	Total Sewer Connections:	

**24. A. Are any improvements required to meet TCEQ or Commission standards?**

☒ No ☐ Yes

**B. Provide details on each required major capital improvement necessary to correct deficiencies to meet the TCEQ or Commission standards (attach any engineering reports or TCEQ approval letters):**

Description of the Capital Improvement:	Estimated Completion Date:	Estimated Cost:
None		

**C. Is there a moratorium on new connections?**

☒ No ☐ Yes:

**25. Does the system being transferred operate within the corporate boundaries of a municipality?**

☒ No ☐ Yes: \_\_\_\_\_ (name of municipality)

If yes, indicate the number of customers within the municipal boundary.

Water: \_\_\_\_\_ Sewer: \_\_\_\_\_

26. A. Does the system being transferred purchase water or sewer treatment capacity from another source?
- ☐ No ☒ Yes: If yes, attach a copy of purchase agreement or contract. SEE EXHIBIT F

Capacity is purchased from: Ponderosa Forest Utility District

Water: 100% of water obtain via this agreement

Sewer: \_\_\_\_\_

- B. Is the PWS required to purchase water to meet capacity requirements or drinking water standards?

☐ No ☒ Yes

- C. What is the amount of water supply or sewer treatment purchased, per the agreement or contract? What is the percent of overall demand supplied by purchased water or sewer treatment (if any)?

	Amount in Gallons	Percent of demand
Water:	22,025,000.00	100.00%
Sewer:	0.00	0.00%

- D. Will the purchase agreement or contract be transferred to the Transferee?

☐ No ☒ Yes:

27. Does the PWS or sewer treatment plant have adequate capacity to meet the current and projected demands in the requested area?

☐ No ☒ Yes:

28. List the name, class, and TCEQ license number of the operator that will be responsible for the operations of the water or sewer utility service:

Name (as it appears on license)	Class	License No.	Water or Sewer
SEE EXHIBIT J			

### Part G: Mapping & Affidavits

**ALL applications require mapping information to be filed in conjunction with the STM application.**  
***Read question 29 A and B to determine what information is required for your application.***

29. A. For applications requesting to transfer an entire CCN, without a CCN boundary adjustment, 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 in reference to the nearest county boundary, city, or town. The following guidance should be adhered to:

- SEE EXHIBIT K
- If the application requests to transfer certificated service areas for both water and sewer, separate maps must be provided for each.
  - A hand drawn map, graphic, or diagram of the requested area is not considered an acceptable mapping document.

- iii. 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.
  - iii. 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: 324.00

Number of customer connections in the requested area: 346

Affected subdivision : Bammel Forest, Pecan Forest, Bammel Timbers

The closest city or town: HOUSTON

Approximate mileage to closest city or town center: 18

Direction to closest city or town: SOUTHEAST

The requested area is generally bounded on the North by: CYPRESS CREEK

on the East by: KUYKENDAHL RD

on the South by: CYPRESS CREEK PKWY

on the West by: NORTHGATE FOREST DRIVE

31. A copy of the proposed map will be available at: SEE EXHIBIT K

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

I, Richard Dale being duly sworn, file this application for sale,  
transfer,  
merger, consolidation, acquisition, lease, or  
rental, as President of Bammel Forest Utility Company

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

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

Richard J. Dale  
AFFILIANT  
(Utility's Authorized Representative)

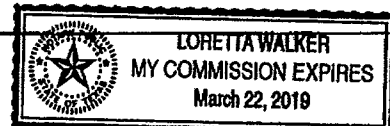
If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas  
this day the 17<sup>th</sup> of July, 2018

SEAL

Loretta Walker  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS  
Loretta Walker  
PRINT OR TYPE NAME OF NOTARY

My commission expires: 3/22/19



## Oath for Transferee (Acquiring Entity)

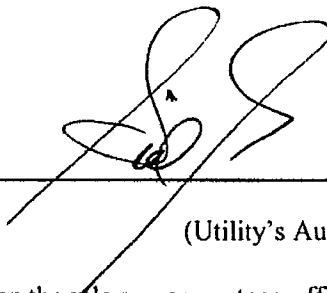
STATE OF Texas

COUNTY OF Montgomery

I, Simon Sequeira being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as President of Quadvest LP  
(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.109 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.



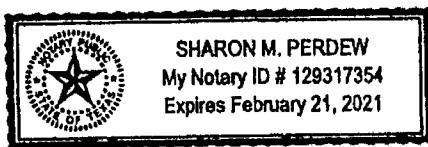
**AFFIANT**

(Utility's Authorized Representative)

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

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas  
this day the 16<sup>th</sup> of July, 2018

SEAL



**NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS**

**PRINT OR TYPE NAME OF NOTARY**

My commission expires: \_\_\_\_\_

**EXHIBIT A**

**ASSET PURCHASE AGREEMENT**

**CONFIDENTIAL**



# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit A  
Asset Purchase Agreement

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

16 TO 40

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT B**

**QUADVEST, L.P. PARTNERSHIP AGREEMENT AND ACCOUNT STATUS**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit B  
Quadvest, LP Partnership Agreement and Account Status

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

42 TO 86

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018

EXHIBIT C

QUADVEST OWNERSHIP STRUCTURE

CONFIDENTIAL

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit C

Quadvest Ownership Structure

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

88 TO 88

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT D**

**QUADVEST AUDIT REPORT 2017 & 2016**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit D  
Quadvest Audit Report 2017 & 2016

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

90 TO 98

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT E**

**BAMMEL FOREST TARIFF**



**WATER UTILITY TARIFF  
FOR**

Bammel Forest Utility Company  
(Utility Name)

P. O. Box 90038  
(Business Address)

Houston, Texas 77290  
(City, State, Zip Code)

(281)580-5482  
(Area Code/Telephone)

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

11597

This tariff is effective in the following county:

Harris

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

None

This tariff is effective in the following subdivisions or systems:

Bammel Forest  
PWS ID 1010096

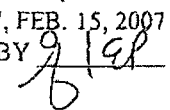
Bammel Timbers

Pecan Forest

**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 POLICIES .....	5
SECTION 3.0 -- EXTENSION POLICY .....	13
SECTION 4.0 -- DROUGHT CONTINGENCY PLAN .....	21
APPENDIX A -- SAMPLE SERVICE AGREEMENT	
APPENDIX B -- APPLICATION FOR SERVICE	

TEXAS COMM. ON ENVIRONMENTAL QUALITY  
35538-R, CCN 11597, FEB. 15, 2007  
APPROVED TARIFF BY 

## SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Size</u>	<u>Monthly Minimum Rate</u> (Includes 0 Gallons)	<u>Gallonge Charge</u>
5/8" or 3/4"	<u>\$35.00</u>	<u>\$2.50</u> per 1,000 gallons
3/4"	<u>\$52.50</u>	
1"	<u>\$87.50</u>	
1 1/2"	<u>\$175.00</u>	
2"	<u>\$280.00</u>	
3"	<u>\$525.00</u>	

FORM OF PAYMENT: The utility will accept the following form(s) of payment: PAYMENT :

Cash X, Check X, Money Order X, Discover\_\_\_\_, MasterCard\_\_\_\_, Visa\_\_\_\_

(THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.)

REGULATORY ASSESSMENT..... 1.0%  
A REGULATORY ASSESSMENT, EQUAL TO ONE PERCENT OF THE CHARGE FOR RETAIL WATER SERVICE ONLY, SHALL BE COLLECTED FROM EACH RETAIL CUSTOMER

Section 1.02 - Miscellaneous Fees

TAP FEE..... \$500.00  
TAP FEE IS BASED ON THE AVERAGE OF THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR STANDARD RESIDENTIAL CONNECTION OF 5/8" or 3/4" METER PLUS UNIQUE COSTS AS PERMITTED BY TCEQ RULE AT COST.

TAP FEE (Unique costs) ..... Actual Cost  
FOR EXAMPLE, A ROAD BORE FOR CUSTOMERS OUTSIDE OF SUBDIVISIONS OR RESIDENTIAL AREAS.

LARGE METER TAP FEE ..... Actual Cost  
TAP FEE IS BASED ON THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METERS LARGER THAN STANDARD 5/8" or 3/4" METERS.

## RECONNECTION FEE

THE RECONNECT FEE WILL BE CHARGED BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS:

- a) Non payment of bill (Maximum \$25.00) ..... \$25.00
  - b) Customer's request ..... \$25.00
- OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF

RATES LISTED ARE EFFECTIVE ONLY  
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY  
35538-R, CCN 11597, FEB. 15, 2007  
APPROVED TARIFF BY [Signature]

## SECTION 1.0 -- RATE SCHEDULE

Section 1.02 - Miscellaneous Fees (Continued)

TRANSFER FEE .....\$25.00

THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME  
SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE .....\$5.00

A ONE-TIME PENALTY MAY BE MADE ON DELINQUENT BILLS BUT MAY NOT BE APPLIED TO ANY  
BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE .....\$25.00

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

COMMERCIAL AND NON-RESIDENTIAL DEPOSIT .....1/6TH EST. ANNUAL BILL

METER TEST FEE (actual cost of testing the meter up to) .....\$25.00

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-  
YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY.

## SEASONAL RECONNECTION FEE

Base rate for meter size times number of months off the system not to exceed six months  
when customers leave and return within a twelve month period.

METER RELOCATION FEE .....Actual cost to relocate that meter

THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS RELOCATION OF AN EXISTING METER

METER CONVERSION FEE .....Actual cost to convert that meter

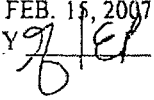
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS CHANGE OF SIZE OF AN EXISTING METER  
OR CHANGE IS REQUIRED BY MATERIAL CHANGE IN CUSTOMER'S SERVICE DEMAND

## LINE EXTENSION AND CONSTRUCTION CHARGES:

Refer to Section 2.20 Specific Utility Service Rules and Section 3.20 Utility Specific  
Extension Policy for terms, conditions, and charges.RATES LISTED ARE EFFECTIVE ONLY  
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY

35538-R, CCN 11597, FEB. 15, 2007

APPROVED TARIFF BY 

## SECTION 1.0 -- RATE SCHEDULE

Section 1.02 - Miscellaneous Fees (Continued)

## GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE CLAUSE:

Increases in inspection fees and water testing costs imposed by state or federal law may be passed through as an adjustment to the monthly base rate charge under the terms and conditions of 30 T.A.C. 291.21(k)(2) after notice to customers and upon written approval by the TCEQ.

## TEMPORARY WATER RATE:

Unless otherwise superseded by TCEQ order or rule, if the Utility is ordered by a court or governmental body of competent jurisdiction to reduce its pumpage, production or water sales, the Utility shall be authorized to increase its approved gallonage charge according to the formula:

$$TGC = cgc + \frac{(pr)(cgc)(r)}{(1.0-r)}$$

Where:

TGC = temporary gallonage charge

cgc = current gallonage charge

r = water use reduction expressed as a decimal fraction (the pumping restriction)

pr = percentage of revenues to be recovered expressed as a decimal fraction, for this tariff pr shall equal 0.5.

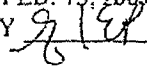
To implement the Temporary Water Rate, the utility must comply with all notice and other requirements of 30 T.A.C. 291.21(l).

## PURCHASED WATER AND/OR DISTRICT FEE PASS THROUGH CLAUSE

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

$$\begin{aligned} AG &= G + B/(1-L), \text{ where} \\ AG &= \text{adjusted gallonage charge, rounded to the nearest one cent;} \\ G &= \text{approved gallonage charge (per 1,000 gallons);} \\ B &= \text{change in purchased water/district gallonage charge (per 1,000 gallons);} \\ L &= \text{system average line loss for preceding 12 months not to exceed 0.15} \end{aligned}$$

RATES LISTED ARE EFFECTIVE ONLY  
IF THIS PAGE HAS TCEQ APPROVAL STAMP

TEXAS COMM. ON ENVIRONMENTAL QUALITY  
35538-R, CCN 11597, FEB. 15, 2007  
APPROVED TARIFF BY 

**EXHIBIT F**

**WATER PURCHASE AGREEMENT**

**INTERLOCAL AGREEMENT  
BY AND BETWEEN THE NORTH HARRIS COUNTY REGIONAL WATER  
AUTHORITY, PONDEROSA FOREST UTILITY DISTRICT AND Bammel Forest  
UTILITY COMPANY REGARDING THE DELIVERY OF AUTHORITY WATER TO  
Bammel Forest Utility Company**

This Interlocal Agreement (this "Agreement") is made and entered into this 2 day of August, 2010 by and between the NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY (the "Authority"), a governmental agency and body politic and corporate of the State of Texas organized and operating pursuant to the provisions of Chapter 1029 (H.B. 2965), Acts of the 76<sup>th</sup> Texas Legislature 1999, amended by Chapter 1296 (H.B. 1110), Acts of the 77<sup>th</sup> Texas Legislature 2001, amended by Chapter 381 (S.B. 1725) and Chapter 248 (H.B. 1541), Acts of the 78<sup>th</sup> Texas Legislature 2003 and amended by Senate Bill 331, Acts of the 79<sup>th</sup> Texas Legislature 2005, to accomplish the purposes provided by Section 59, Article XVI, Texas Constitution, PONDEROSA FOREST UTILITY DISTRICT (the "District"), a political subdivision of the State of Texas organized under Article 16, Section 59 of the Constitution of the State of Texas, and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, and Bammel Forest Utility Company (the "Company"), a for-profit Texas corporation operating pursuant to Chapter 13, Texas Water Code, as amended, among others.

**RECITALS**

WHEREAS, unless the context requires otherwise, capitalized terms used in this Agreement shall have the meanings listed in Section 1.01 hereof; and capitalized terms not defined herein shall have the meaning assigned in the Authority's Rate Order;

WHEREAS, the Authority has been created and organized for the purposes, among others, of reducing groundwater withdrawals by acquiring or developing surface water and

groundwater supplies from sources inside or outside the boundaries of the Authority and conserving, storing, transporting, treating, purifying, distributing, selling, and delivering water on a wholesale basis to persons, corporations, municipal corporations, political subdivisions of the state, and others, inside and outside the boundaries of the Authority;

WHEREAS, the District and the Company have been created and organized for the purpose, among others, of providing potable water to their respective customers inside and outside their respective boundaries;

WHEREAS, the Authority, the District and the Company are subject to the 1999 Regulatory Plan (the "Plan") promulgated by the Harris-Galveston Subsidence District (formerly, the Harris-Galveston Coastal Subsidence District) (the "Subsidence District") requiring preparation of a groundwater reduction plan and conversion to surface water pursuant to the Plan in lieu of significant penalties;

WHEREAS, the Authority prepared the GRP for the area located within the Authority, which was approved by the Subsidence District on June 11, 2003;

WHEREAS, in furtherance of its purposes and in accordance with the GRP, the Authority has entered into a contract for the purchase of treated surface water from the City of Houston (the "City Contract") in order to provide surface water to entities within the Authority to satisfy the conversion requirements of the Plan;

WHEREAS, the Authority is nearing completion of construction of the portion of the Authority System necessary to comply with the 2010 requirements of the GRP and the Plan (the

"2010 System"), which will be used to deliver surface water purchased pursuant to the City Contract to public water systems within the Authority;

WHEREAS, given the relatively small daily water consumption by the Company and the fact that the District is currently supplying the Company with the water it uses, the Authority determined that providing Authority Water to the Company through the existing Interconnection between the District System and the Company Water Plant would be the most cost effective manner for the Authority to provide Authority Water to the Company;

WHEREAS, the Authority approached the District and the Company about the possibility of the District providing the Company with Authority Water in lieu of the Authority having to construct a line to deliver Authority Water directly to the Company;

WHEREAS, the Company was agreeable to receiving Authority Water from the District via the Interconnection as long as such Authority Water would not cost the Company more than if the Authority delivered Authority Water directly to the Company;

WHEREAS, the District was agreeable to delivering Authority Water through the Interconnection to the Company as long as the Authority agreed to properly compensate the District such that the District's customers do not contribute to the cost of providing Authority Water to the Company;

WHEREAS, the District has represented to the Authority and the Company that it currently owns and operates all facilities necessary to receive and deliver, via the Interconnection, up to 300 gpm of Authority Water to the Company Water Plant, and that use of



said facilities to deliver Authority Water as such will not affect its compliance with the TCEQ Minimum Water System Capacity Requirements;

WHEREAS, based on the District's representation recited above, the Authority desires the District to receive Authority Water on behalf of the Company and to deliver such Authority Water to the Company;

WHEREAS, the Authority, the District and the Company have previously entered into and executed the LOU, dated September 3, 2009, concerning the Authority delivering Authority Water to the District, some of which the District will in turn deliver to the Company via the Interconnection, and other relevant issues related thereto; and

WHEREAS, the Authority, the District and the Company have authority to enter into this Agreement pursuant to the Constitution and laws of the State of Texas;

WHEREAS, the Authority, the District and the Company now desire to enter into this Agreement to express the terms and conditions among the Parties concerning the provision of Authority Water to the Company.

#### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties agree as follows:

ARTICLE I  
DEFINITIONS

Section 1.01 Definitions.

"Agreement" shall mean this Interlocal Agreement by and between the North Harris County Regional Water Authority, Ponderosa Forest Utility District and Bammel Forest Utility Company regarding the Delivery of Authority Water to Bammel Forest Utility Company.

"Authority Payment" shall mean the amount owed to the District by the Authority as compensation for the District delivering Authority Water to the Company, and shall be calculated in the manner provided in Section 2.05 hereof.

"Business Day" shall mean each day that is not Saturday, Sunday, or legal state or national holiday.

"Company" shall mean Bammel Forest Utility Company, a for-profit Texas corporation operating pursuant to Chapter 13, Texas Water Code, as amended, among others.

"Company System" shall mean all water production and distribution facilities owned by the Company necessary to enable the Company to receive Authority Water from the District and to distribute water, including Authority Water.

"Company Usage" shall mean the volume of water measured by the Interconnection Meter and shall be determined in accordance with Section 2.04(a) hereof.

"Company Water Plant" shall mean the water plant owned and operated by the Company, located at 16113 Kuykendahl Road, within the boundaries of the Company's Certificate of Convenience and Necessity.

"Cost" shall mean the compensation per 1,000 gallons of Company Usage, as stated in Section 2.05 hereof and as may be adjusted from time to time in accordance with Section 2.06 hereof.

"District" shall mean Ponderosa Forest Utility District, a political subdivision of the State of Texas organized under Article 16, Section 59 of the Constitution of the State of Texas, and operating pursuant to Chapters 49 and 54, Texas Water Code, as amended.

"District System" shall mean all water production and distribution facilities owned by the District, including, but not limited to, water lines, booster pumps, ground storage tanks and a disinfection system, necessary to enable the District to receive Authority water from the Authority System and to distribute water, including Authority Water, to the District's customers and to the Company, except that the District System shall not include the Interconnection.

"District Usage" shall mean the volume of Authority Water measured by the Authority Meter located at the District Water Plant and shall be determined in accordance with Section 2.04(b) hereof.

"District Water Plant" shall mean the water plant owned and operated by the District located at 17917 Sugar Pine Drive within the boundaries of the District.

"gpm" shall mean gallons per minute.

"Interconnection" shall mean the 4-inch water line between the District System and the Company Water Plant, the alignment of which is generally shown in Exhibit "A".

"Interconnection Meter" shall mean the meter on the Interconnection located at the Company Water Plant and measuring the volume of water received by the Company through the Interconnection.

"LOU" shall mean that certain Letter of Understanding by and between the Authority, the District and the Company, dated September 3, 2009, regarding the provision of Authority Water to the Company.

"Party" or "Parties" shall mean the District, the Company and/or the Authority, or any combination thereof, as appropriate.

"Rate Order" shall mean the North Harris County Regional Water Authority Rate Order, as initially adopted by the Board of Directors on October 5, 2009, and any subsequent amendments thereto.

"TCEQ" shall mean the Texas Commission on Environmental Quality.

## ARTICLE II

### DELIVERY OF AUTHORITY WATER TO THE COMPANY

#### Section 2.01 Authority Duties.

The Authority shall:

- (a) provide Authority Water to the District Water Plant, in compliance with the Rate Order, for use by both the District and the Company.

(b) pay the District to treat and deliver Authority Water from the District System to the Company Water Plant. The method of calculating the Authority's payment to the District for such treatment and delivery is described in Section 2.05 below.

Section 2.02 The District's Duties and Representations.

(a) The District shall:

(1) receive Authority Water from the Authority at the District Water Plant and deliver some of said water to the Company Water Plant via the Interconnection;

(2) continue the delivery of Authority Water to the Company so long as the Authority continues to deliver Authority Water to the District;

(3) deliver Authority Water that complies with applicable Texas and Federal water quality regulations to the Company via the Interconnection; and

(4) to the extent practicable, schedule any maintenance of the District System and/or the District Water Plant so as to minimize any adverse effect on the District's delivery of Authority Water to the Company at the necessary volume, flow rate and pressure.

(b) The District shall consider delivery of Authority Water to the Company a priority, and the District will use every reasonable effort to provide for uninterrupted delivery of Authority Water to the Company.

(c) the District represents and certifies to the Authority and the Company that the District Water Plant and the District System are capable of receiving, treating and delivering up to 300 gpm through the Interconnection to the Company Water Plant, and that, in delivering Authority Water as such, the District shall be in compliance with the TCEQ Minimum Water System Capacity Requirements.

(d) The District acknowledges that Authority Water will be disinfected using chloramines, and that the District must provide the facilities to provide additional chloramination, as necessary.

Section 2.03 The Company's Duties.

The Company's shall:

- (a) receive Authority Water from the District via the Interconnection; and
- (b) own, operate and maintain the Interconnection and the Interconnection Meter.

Section 2.04 Determination of Volume of Authority Water Used.

(a) *The Company.* On the last Business Day of each month, the District or its agent shall read the Interconnection Meter. The Interconnection Meter reading from the previous month shall be subtracted from the then current Interconnection Meter reading, and the difference shall be the volume of Authority Water received by the Company during the reporting period (the "Company Usage"). The District shall advise the Company and the Authority of the Company Usage within one (1) Business Day of the last Business Day of each month. The District shall send an invoice to the Company and shall calculate the amount due on such invoice by multiplying the Company Usage by the rate for Authority Water stated in the then current Rate Order. The Company shall remit payment to the District, for each such invoice within 30 days of receipt of each invoice. The Company will continue to maintain a security deposit with the District. The Authority and the Company understand and acknowledge that the methodology described above to calculate the Company's bill for Authority Water and for the Company to remit payment for same, while different from that defined in the Rate Order, is consistent with the intent of the Rate Order and is agreeable to both Parties.

(b) *The District.* On the last Business Day of each month, the Authority or its agent shall read the Authority's Meter at the District Water Plant and enter such reading in the OPRS, as provided in the Rate Order. The Meter reading from the previous month shall be subtracted from the then current Meter reading, and the difference shall be the volume of Authority Water received by the District during the reporting period (the "District Usage"). The District shall pay

the Authority for the District Usage in the manner, at the times and in the amounts prescribed by the Rate Order.

Section 2.05 Compensation to the District.

The Authority will pay the District \$0.44 per 1,000 gallons of the Company Usage (the "Cost"), which is hereby agreed by the Authority and the District to be full and adequate compensation for any and all costs incurred by the District to treat and deliver Authority Water to the Company. The amount owed by the Authority to the District for delivering Authority Water to the Company shall be determined by multiplying the Company Usage (in thousands of gallons) by the Cost (the resultant is referred to herein as the "Authority Payment"). The Authority will apply the Authority Payment as a credit against the amount the District otherwise owes the Authority, as such amount is determined in accordance with the Rate Order and this Agreement. The following is an example of the above-described calculation:

Example

Company Usage	15,500,000 gallons
Cost	\$0.44 per 1,000 gallons
Authority Payment [(15,500) x (\$0.44)]	\$6,820
Amount the District owes Authority per the Rate Order	\$34,100
Credit for Authority Payment	(\$6,820)
Net payment to Authority [\$34,100 - \$6,820]	\$27,280

Section 2.06 Adjustments to the Cost.

The Cost shall be reviewed annually by the Authority and the District. As warranted and mutually agreed to by the Authority and the District, the Cost may be adjusted by an amount that

in any given year shall not exceed the annual percentage increase in the United States Department of Labor Bureau of Labor Statistics Consumer Price Index for the Houston-Galveston-Brazoria, TX area.

Section 2.07 Title to Authority Water; Burden of Loss.

(a) Title to Authority Water will transfer from the Authority to the District one (1) foot downstream of the Authority's metering and flow control stations located at the District Water Plant, as provided in the Rate Order. Title to Authority Water will transfer from the District to the Company upon entering the Interconnection.

(b) In the event of the loss of Authority Water due to a failure in the Authority System, the Interconnection or any other water transmission line carrying Authority Water, as between the Parties to this Agreement, the Party holding title to such Authority Water shall bear the loss thereof.

### ARTICLE III

#### TERM AND GENERAL PROVISIONS

Section 3.01 Term.

This Agreement shall be in force and effect for a term of forty (40) years from and after the execution date hereof, unless terminated by mutual agreement of the Parties. This Agreement may be extended for successive twenty (20) year periods if agreeable to all Parties.

Section 3.02 Special Conditions.

This Agreement and the Parties' obligations as provided herein shall be subject to all present and future laws, orders, rules and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction (and the parties agree to cooperate to obtain compliance therewith). In the event that any Party is required by any regulatory authority



to pay any fee, service charge, penalty, or fine because of, or as a condition to, providing service pursuant to this Agreement, other than a fee, service charge, penalty or fine incurred through fault of one of the Parties, said fee, service charge, penalty, or fine may be billed to the responsible Party as an expense of providing service pursuant hereto, in addition to all amounts due pursuant to Section 2.02 of this Agreement. As used in the preceding statement, "fault" shall include the failure by a Party to operate and maintain its water supply and distribution facilities in compliance with all such laws, orders, rules and regulations applicable thereto.

Section 3.03 Rate Order Incorporated by Reference.

The Rate Order shall be incorporated into this Agreement by reference as though fully set forth herein; provided that, to the extent practicable, this Agreement and the Rate Order shall be interpreted as consistent with one another; provided further that in the event this Agreement and the Rate Order conflict, this Agreement shall control.

## ARTICLE IV

### PERFORMANCE BY THE PARTIES

Section 4.01 Force Majeure.

In the event any Party to this Agreement is rendered unable, wholly or in part, by Force Majeure, to carry out any of its obligations under this Agreement, it is agreed that upon such Party's giving notice and full particulars of such Force Majeure in writing to the other Party as soon as possible after the occurrence of the Force Majeure, the obligations of the Party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to resume performance, shall be suspended for the duration of the Force Majeure. Such cause shall, as far as possible, be remedied with all reasonable dispatch.

Section 4.02 Force Majeure Defined.

The term "Force Majeure," as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, tropical storms, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other inability of either Party, whether similar to those enumerated or otherwise, and not within the control of the Party claiming such inability, which by the exercise of due diligence and care, such Party could not have avoided; provided, however, that a decision by the District to decrease the supply of or stop supplying Authority Water to the Company which favors the District's customers over the Company's customers to the detriment of the Company's customers shall not constitute Force Majeure.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Indemnification.

The District agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Authority and the Company, and their respective officers, directors, employees and consultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by either the District's negligence, or that of its subconsultants or anyone for whom the District is legally liable.

The Company agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Authority and the District, and their respective officers, directors, employees and

consultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Company's negligence, or that of its subconsultants or anyone for whom the Company is legally liable.

The Authority agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District and the Company, and their respective officers, directors, employees and consultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Authority's negligence, or that of its contractors, subcontractors or consultants or anyone for whom the Authority is legally liable.

Neither the Authority, the District nor the Company shall be obligated to indemnify another Party in any manner whatsoever for that other Party's own negligence.

#### Section 5.02 Other Water Supply Agreements.

The Parties to this Agreement may enter into additional water supply agreements with other persons, corporations, partnerships or political subdivisions of the State of Texas or any other entity; provided, however, that the Parties covenant and agree that they will not so agree with others to such an extent as to impair their ability to perform fully and punctually their obligations under this Agreement.

#### Section 5.03 Assignments.

This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by any Party without first obtaining written consent of the other Parties. "Assignment" as used herein means assignment in law or otherwise.

Section 5.04 Subject to Law.

This Agreement shall be subject to all present and future valid laws, orders, rules and regulations of the United States of America, the State of Texas, or any regulatory body having jurisdiction. In order to protect the Authority System, the District System and the Company System, it is specifically agreed that the Parties' respective systems shall be constructed and operated to comply with the rules promulgated by the TCEQ. Should a condition in violation of these requirements be discovered, the responsible Party shall promptly cure same.

Section 5.05 No Additional Waiver Implied.

The failure of any Party hereto to insist, in any or more instances upon performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other Party hereto, but the obligation of such other Party with respect to such future performance shall continue in full force and effect.

Section 5.06 Merger.

This instrument contains all agreements made between the Parties. As such, upon execution of this Agreement, the LOU shall be terminated.

Section 5.07 Notices.

Until the other Parties are otherwise notified in writing, the addresses for notices pursuant to this Agreement shall remain as follows:

**Authority** North Harris County Regional Water Authority  
3648 FM 1960 West, Suite 110  
Houston, Texas 77068  
(281) 440-3924  
(284) 440-4104 Fax  
Attention: General Manager

with a copy to:

Johnson Radcliffe Petrov & Bobbitt PLLC  
1001 McKinney, Suite 1000  
Houston, Texas 77002-6424  
(713) 237-1221  
(713) 237-1313 Fax  
Attention: Ms. Robin S. Bobbitt

**District** Ponderosa Forest Utility District  
c/o Young & Brooks  
1415 Louisiana, Fifth Floor  
Houston, Texas 77002  
(713) 951-0800  
(713) 951-9605 Fax  
Attention: Mr. J. Ron Young

**Company** Bammel Forest Utility Company  
P.O. Box 90038  
Houston, Texas 77290  
(281) 440-5740  
(281) 876-3704 Fax  
Attention: Mr. Richard Dale

All written notices or statements required or permitted to be given under this Agreement from one Party to another shall be deemed given upon the deposit in a United States Postal Service mailbox or receptacle of certified or registered mail, with proper postage affixed thereto, addressed to the respective other Parties at the address(es) set forth above or at such other address(es) as the Parties respectively shall designate by written notice.

Section 5.08 Authorship.

This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

Section 5.09 Parties in Interest.

This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

Section 5.10 Captions.

The captions appearing at the first of each numbered section in this Agreement are inserted and including solely for convenience and shall never be considered or given any effect in construing this Agreement, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective Parties hereto or in ascertaining intent, if any questions of intent should arise.

Section 5.11 Approvals.

Unless otherwise provided for herein, any consent or approval of the Parties shall be made by the governing body of each Party. The General Manager is authorized to act on behalf of the Board to approve actions required to fulfill the Authority's responsibilities under and to implement this Agreement.

Section 5.12 Default and Remedies.

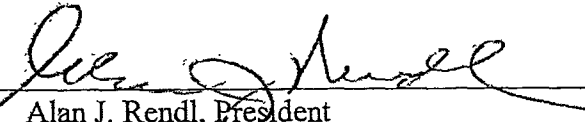
Default shall occur only in the event a Party fails to adhere to its respective obligations hereunder. In such event, the non-defaulting Party or Parties shall give the defaulting Party written notice describing such default and the proposed date of termination. Such date may not be sooner than the thirtieth (30th) day following receipt of the notice. The non-defaulting Party

or Parties, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination the defaulting Party cures the default or submits a plan to cure the default within a reasonable time, then the proposed termination shall not occur. If the defaulting Party fails to cure such default or submit a plan to cure the default within a reasonable time prior to the proposed date of termination (and diligently pursues such cure through completion), then the non-defaulting Party or Parties may terminate its performance under this Agreement as of such date. This Section shall not be considered as specifying the exclusive remedy for any default, and all remedies existing at law and in equity are available to either Party, including the remedy of mandamus or specific performance.

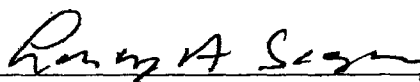
[signature pages follow]

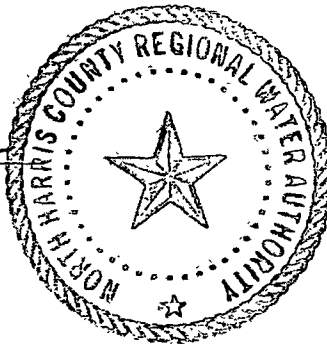
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, effective on the latest date of execution indicated below.

NORTH HARRIS COUNTY REGIONAL WATER  
AUTHORITY

By:   
Alan J. Rendl, President  
Board of Directors

ATTEST:

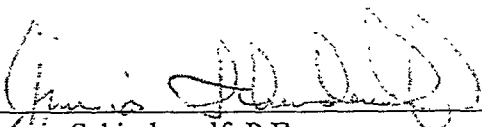
  
Lenox A. Sigler, Secretary  
Board of Directors



(AUTHORITY SEAL)

EXECUTION DATE: 8-2-10

APPROVED:

  
Jimmie Schindewolf, P.E.  
General Manager



PONDEROSA FOREST UTILITY DISTRICT

By: *Kenneth L. Beckman*  
Kenneth L. Beckman, President  
Board of Directors

ATTEST:

*Carolyn Roberts*  
Carolyn Roberts, Secretary  
Board of Directors

(DISTRICT SEAL)

EXECUTION DATE: *9/16/10*



BAMMEL FOREST UTILITY COMPANY

By: Richard N. Dale  
Richard Dale, President  
Board of Directors

ATTEST:

Angie Rodgers  
Angie Rodgers, Secretary  
Board of Directors

(DISTRICT SEAL)

EXECUTION DATE: 9/27/2010

**EXHIBIT G**

**CUSTOMER DEPOSIT LIST**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit G  
Customer Deposit List

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

127 TO 129

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT H**

**FINANCIAL PROJECTIONS (5 YEARS)**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit H  
Financial Projections (5 Years)

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

131 TO 131

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT I**

**LIST OF ENTITIES WITHIN 2 MILES**

## **LIST OF ENTITIES WITHIN 2 MILES**

Aqua Texas, Inc. (CCN 13203)  
1106 Clayton Ln Suite 400W  
Austin, TX 78723

H-M-W SUD (CCN 10342)  
POB 837  
Pinehurst, TX 77362

Lass Water Company (CCN 12258)  
POB 314  
Magnolia, TX 77354

Westador MUD (CCN 10869)  
1300 Post Oak Blvd Ste 1600  
Houston, TX 770056

Bammel UD  
10000 Memorial Dr Ste 260  
Houston, TX 77024

Bilma PUD  
Radcliffe Bobbitt Adams Polley PLLC  
2929 Allen Pkwy Ste 3450  
Houston, TX 77019

Bridgestone MUD  
Radcliffe Bobbitt Adams Polley PLLC  
2929 Allen Pkwy Ste 3450  
Houston, TX 77019

CNP UD  
Marks Richardson  
3700 Buffalo Speedway Ste 830  
Houston, TX 77098

Cypress-Klein UD  
5075 Westheimer Rd Ste 1175  
Houston, TX 77056

Cypresswood UD  
Allen Boone Humphries Robinson LLP  
3200 Southwest Fwy Ste 2600  
Houston, TX 77027



Fountainhead MUD

Michael A Cole

5120 Bayard Ln

Houston, TX 77006

Harris County MUD 16

Young & Brooks

10000 Memorial Dr Ste 260

Houston, TX 77024

Harris County MUD 44

Sanford Kuhl Hagan Kugle Parker Kahn LLP

1980 Post Oak Blvd Ste 1380

Houston, TX 77056

Harris County MUD 48

Radcliffe Bobbitt Adams Polley PLLC

2929 Allen Pkwy Ste 3450

Houston, TX 77019

Harris County MUD 58

Young & Brooks

10000 Memorial Dr Ste 260

Houston, TX 77024

Harris County MUD 86

Bacon & Wallace LLP

6363 Woodway Dr Ste 800

Houston, TX 77057

Harris County MUD 189

Fulbright & Jaworski LLP

1301 McKinney St Ste 5100

Houston, TX 77010

Harris County MUD 200

Schwartz Page & Harding LLP

1300 Post Oak Blvd Ste 1400

Houston, TX 77056

Harris County MUD 211

Marks Richardson PC

3700 Buffalo Speedway Ste 830

Houston, TX 77098

Harris County MUD 233  
Marks Richardson PC  
3700 Buffalo Speedway Ste 830  
Houston, TX 77098

Harris County MUD 275  
Smith Murdaugh Little & Bonham LLP  
2727 Allen Pkwy Ste 1100  
Houston, TX 77019

Harris County MUD 304  
Schwartz Page & Harding LLP  
1300 Post Oak Blvd Ste 1400  
Houston, TX 77056

Harris County MUD 316  
Schwartz Page & Harding LLP  
1300 Post Oak Blvd Ste 1400  
Houston, TX 77056

Harris County MUD 399  
Schwartz Page & Harding LLP  
1300 Post Oak Blvd Ste 1400  
Houston, TX 77056

Heatherloch MUD  
Coats Rose Yale Ryman & Lee PC  
9 Greenway Plz Ste 1100  
Houston, TX 77046

Klein PUD  
Radcliffe Bobbitt Adams Polley PLLC  
2929 Allen Pkwy Ste 3450  
Houston, TX 77019

Louetta Road UD  
Bacon & Wallace LLP  
6363 Woodway Dr Ste 800  
Houston, TX 77057

North Forest MUD  
Young & Brooks  
10000 Memorial Dr Ste 260  
Houston, TX 77024

Northwest HC MUD 20  
Young & Brooks  
10000 Memorial Dr Ste 260  
Houston, TX 77024

Northwest HC MUD 21  
9 Greenway Plz Ste 1100  
Houston, TX 77046

Northwest HC MUD 22  
5005 Woodway Dr Ste 201  
Houston, TX 77056

Northwest HC MUD 23  
Strawn and Richardson PC  
6750 West Loop S Ste 250  
Houston, TX 77401

Northwest HC MUD 36  
Bacon & Wallace LLP  
6363 Woodway Dr Ste 800  
Houston, TX 77057

Ponderosa Forest UD  
10000 Memorial Dr Ste 260  
Houston, TX 77024

Spring Creek Forest PUD  
Smith Murdaugh Little & Bonham LLP  
2727 Allen Pkwy Ste 1100  
Houston, TX 77019

Terranova West MUD  
Coats Rose Yale Ryman & Lee PC  
9 Greenway Plz Ste 1100  
Houston, TX 77046  
North Harris County Regional Water Authority  
Radcliffe Bobbitt Adams Polley PLLC  
2929 Allen Pkwy Ste 3450  
Houston, TX 77019

Central Harris County Regional Water Authority  
Schwartz Page & Harding LLP  
1300 Post Oak Blvd Ste 1400  
Houston, TX 77056

Gulf Coast Waste Disposal Authority  
910 Bay Area Blvd  
Houston, TX 77058

Harris County FCD  
9900 Northwest Fwy  
Houston, TX 77092

Harris County WCID 91  
Young & Brooks  
10000 Memorial Dr Ste 260  
Houston, TX 77024

Harris County WCID 109  
Schwartz Page & Harding LLP  
1300 Post Oak Blvd Ste 1400  
Houston, TX 77056

Harris County WCID 110  
Sanford Kuhl Hagan Kugle Parker Kahn LLP  
1980 Post Oak Blvd Ste 1380  
Houston, TX 77056

Harris County WCID 132  
1180 Galleria Financial Center  
5075 Westheimer Rd  
Houston, TX 77056

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

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

Harris County  
1001 Preston, Suite 911  
Houston, TX 77002

**EXHIBIT J**

**OPERATOR LICENSES**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit J

Operator Licenses

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

139 TO 139

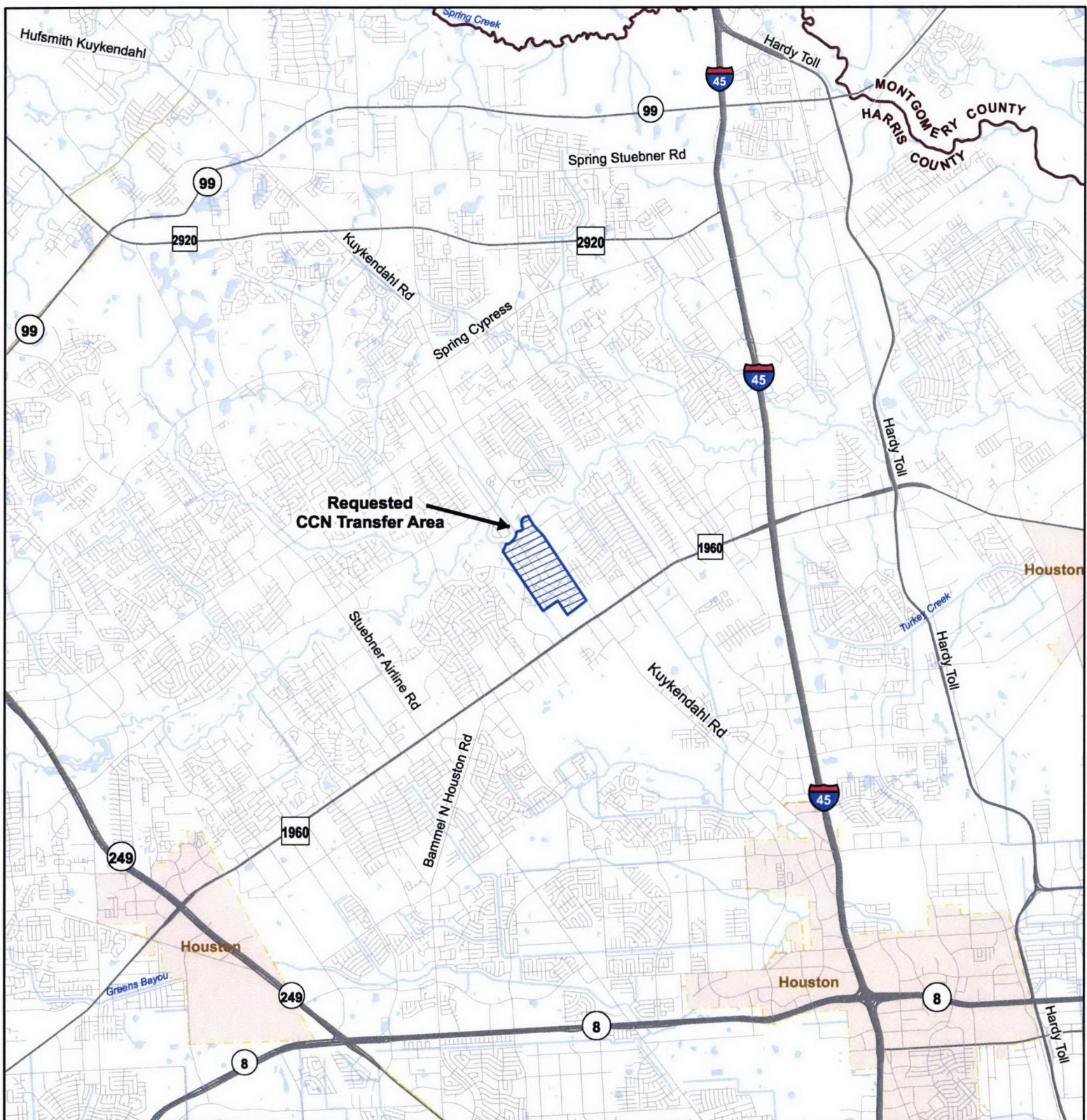
ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT K**

**GENERAL AND LARGE SCALE MAPS**



### Large Scale Map

Quadvest, LP  
STM Application for Sale/Transfer of Bammel Forest Utility Company, CCN No. 11597, to Quadvest, LP, CCN No. 11612  
in Harris County



#### Water CCN Transfer Area

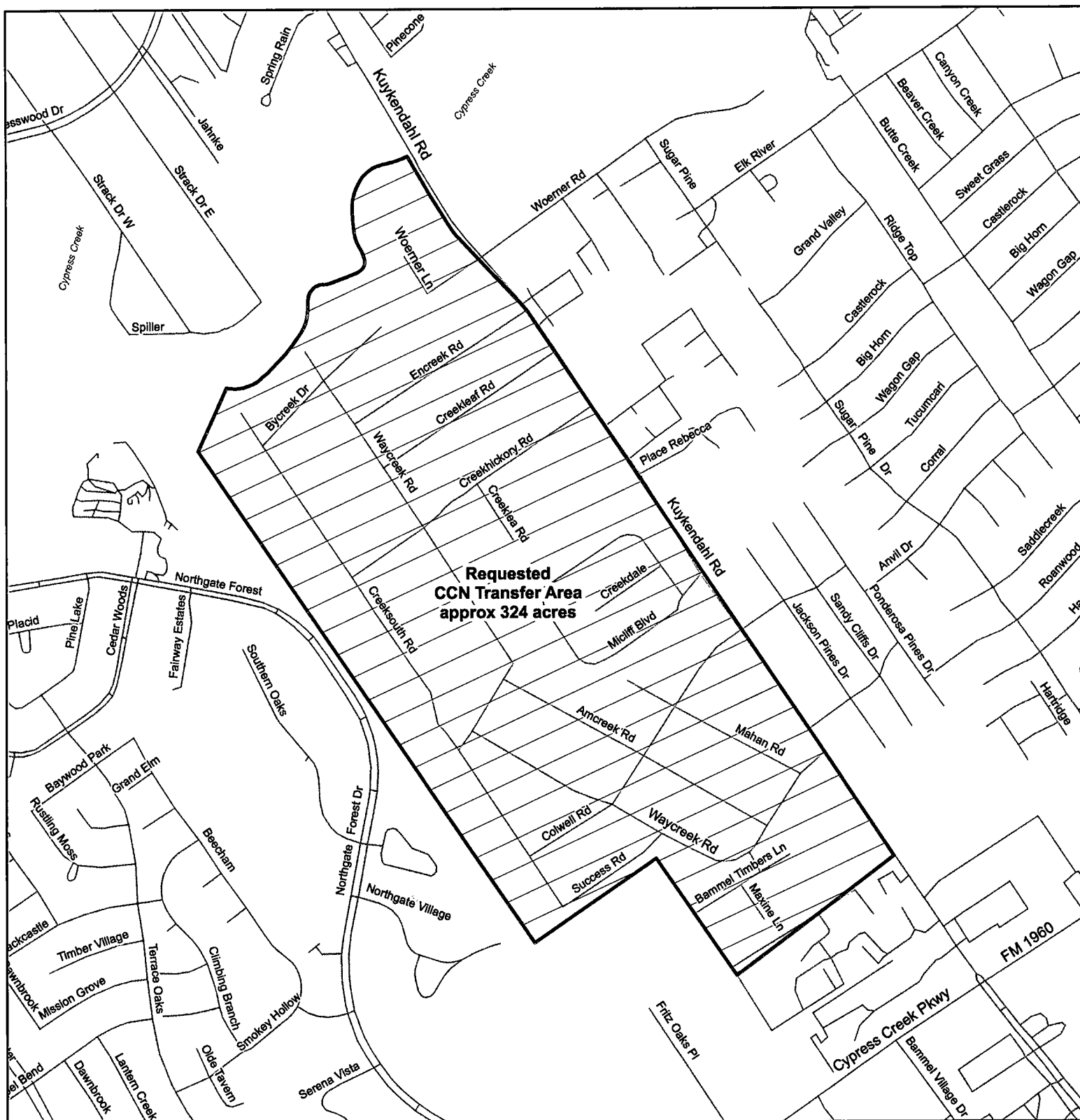


CCN 11597 - Bammel Forest Utility Company - approx 324 acres

0 4,150 8,300  
Feet

Map by: S. Burt, ASBGI  
Date: June 6, 2018  
Base: StratMap Tranv2, HarrisCAD\_City  
Project: Quadvest\_Bammel Forest STM Large Scale





## Large Scale Map

Quadvest, LP  
 STM Application for Sale/Transfer of Bammel Forest Utility Company, CCN No. 11597, to Quadvest, LP, CCN No. 11612  
 in Harris County



### Water CCN Transfer Area



CCN 11597 - Bammel Forest Utility Company - approx 324 acres

0 500 1,000  
 Feet

Map by: S. Burt, ASBG  
 Date: June 6, 2018

Base: StratMap Transv2

Project: Quadvest\_Bammel Forest STM Large Scale

**EXHIBIT L**

**PROPOSED TRANSACTION DETAILS (11.A-D)**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit L  
Proposed Transaction Details (11.A-D)

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

144 TO 146

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018

**EXHIBIT M**

**PROPOSED TRANSACTION DETAILS (14)**

**CONFIDENTIAL**

# CONFIDENTIAL

DOCKET NO. \_\_\_\_\_

STYLE: Application of Bammel Forest Utility Company and Quadvest L.P. for  
Sale, Transfer, or Merger of a Retail Public Utility in Harris County, Texas

SUBMITTING PARTY: Quadvest L.P.

BRIEF DESCRIPTION OF CONTENTS: Exhibit M

Proposed Transaction Details (14)

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

148 TO 148

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

\_\_\_\_\_

DATE SUBMITTED TO COMMISSION: July 18, 2018