

Control Number: 45391



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DOCKET NO. 45391

FILED

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PUBLIC UTILITY COMMISSION  
OF TEXAS

APPLICATION OF RANCH UTILITIES, §  
L.P. AND EMCAD WATER AND §  
WASTEWATER, LLC FOR SALE, §  
TRANSFER, OR MERGER OF §  
FACILITIES AND CERTIFICATE §  
RIGHTS IN PARKER COUNTY §

**NOTICE OF PROOF THAT TRANSACTION HAS BEEN CONSUMMATED AND  
CUSTOMER DEPOSITS HAVE BEEN PROPERLY ADDRESSED**

Ranch Utilities, L.P. (“Ranch Utilities”) and EMCAD Water and Wastewater, LLC (n/k/a Undine Texas Environmental, LLC) (“EMCAD”) hereby file this Notice and state the following:

1. Order No. 6 (Item No. 19), issued on June 30, 2016, approved the sale and transfer transaction in the referenced matter and required the applicants to submit, as soon as possible after the effective date of the transaction, but not later than 30 days after the effective date of the transaction, proof to the Commission that the transaction has been consummated and that the customer deposits have been addressed. The applicants were given one year to complete the transaction. Order No. 8 (Item No. 29), issued on June 7, 2017, extended the deadline to submit proof to August 29, 2017. This Notice is timely filed pursuant to Order No. 8.

2. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on August 21, 2017.

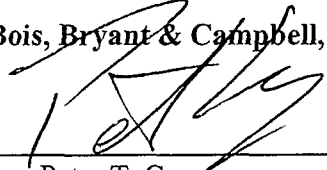
3. Attached hereto as Exhibit B is an Affidavit of Customer Deposit Transfer evidencing the transfer of the customer deposits from Ranch Utilities to EMCAD August 22, 2017, noting that Attachment 1 to Exhibit B is being submitted under a claim of confidentiality pursuant to 16 Tex. Admin. Code § 22.71(d) to protect personal identifying information relating to customer names and addresses.

4. The parties have therefore submitted all documents or information required by Order No. 6. Accordingly, consistent with Order No. 6, the parties hereby request that the Commission Staff file a recommendation to approve the sufficiency of the documents.

Respectfully submitted,

**DuBois, Bryant & Campbell, LLP**

By: \_\_\_\_\_

  
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(512) 457-8008 (fax)

**Attorneys for Ranch Utilities, L.P.**

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing document was served on the persons below by U.S. Mail and Email on this the 25 day of August, 2017:

Ashley Nwonuma  
Public Utility Commission of Texas  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

Carey Thomas  
EMCAD Water and Wastewater, LLC (n/k/a Undine Texas Environmental, LLC)  
10913 Metronome Dr.  
Houston, Texas 77043

**EXHIBIT A**  
**BILL OF SALE**

**BILL OF SALE AND ASSIGNMENT**

**THE STATE OF TEXAS**  
  
**COUNTY OF PARKER**

§  
§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of August 27, 2015, by and between Ranch Utilities, LP, a Texas limited partnership ("Grantor"), and Undine Environmental, LLC, a Texas limited liability company formerly known as EMCAD Water and Wastewater, LLC ("Grantee"), and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets, excluding the Real Property (which is being conveyed pursuant to a separate Deed). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD THE Assets, together with all rights and appurtenances thereto in anyway belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to COVENANT, AGREE and FOREVER DEFEND good and valid title to the Assets unto Grantee, its successors and assigns, to and for its use against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof, subject to and in accordance with the indemnification provisions as set forth in the Purchase Agreement at Sections 8.1 and 8.2.

Grantor hereby constitutes and appoints Grantee, its successors and assigns, the true and lawful attorney of Grantor for and in the name or otherwise on behalf of Grantor, with full power of substitution, to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the Assets to Grantee, its successors and assigns. The power of attorney contained herein, being coupled with an interest, shall not be revoked by the dissolution of Grantor or be otherwise revocable.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

Except for the Grantor's accounts receivable, which Grantor acknowledges and agrees shall be included in the Assets notwithstanding the terms of the Purchase Agreement, the Assets do not include the Excluded Assets.

This Bill of Sale shall be binding upon and shall enure to the benefit of the parties hereto and their respective permitted successors and assigns.

This Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Texas.

Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms thereof.

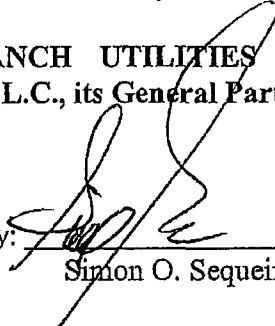
[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment as of the 21 day of August, 2017.

GRANTOR:

RANCH UTILITIES, L.P.

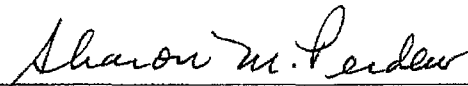
BY: RANCH UTILITIES MANAGEMENT,  
L.L.C., its General Partner

By:   
Simon O. Sequeira, President

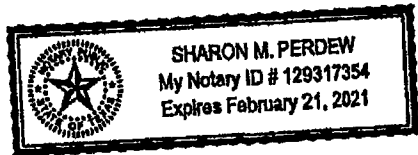
STATE OF TEXAS       §  
                                  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority on this day personally appeared Simon O. Sequeira, President of RANCH UTILITIES MANAGEMENT, L.L.C., the general partner of Ranch Utilities, L.P., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21<sup>st</sup> day of August, 2017.

  
Notary Public in and for the State of Texas

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT B**

**AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER**





**ATTACHMENT 1**  
**DETAILED SUMMARY**  
**CONFIDENTIAL**