



Control Number: 47640



Item Number: 42

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DOCKET NO. 47640

APPLICATION OF UNDINE TEXAS,
LLC AND GULF COAST UTILITY
COMPANY, INC. FOR SALE,
TRANSFER, OR MERGER OF WATER
FACILITIES AND CERTIFICATE
RIGHTS BRAZORIA AND
MATAGORDA COUNTIES

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PUBLIC UTILITY COMMISSION
OF TEXAS

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UNDINE TEXAS, LLC'S
NOTICE OF COMPLETED TRANSACTION

Undine Texas, LLC ("Undine") hereby files this Notice and states the following:

1. Order No. 4 (AIS Item 21), issued on January 23, 2018, approved the sale and transfer transaction in the referenced matter and required the applicants to submit, within 180 days of the Order and not later than 30 days after the consummation of the transaction, proof to the Commission that the transaction has been consummated and that the customer deposits have been addressed.

2. Order No. 7 (AIS Item 41), issued on October 9, 2018, granted the parties an extension of time to complete the sale transaction to November 20, 2018. This Notice is timely filed pursuant to Order No. 7.

2. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on November 20, 2018.

3. Attached hereto as Exhibit B is an Affidavit of Customer Deposits evidencing the transfer of the customer deposits from Gulf Coast Utility Company, Inc. to Undine on November 20, 2018, noting that Attachment 1 to Exhibit B is being submitted under a claim of confidentiality under 16 Tex. Admin. Code § 22.71(d) to protect personal identifying information relating to customer names and addresses.

4. Undine has therefore submitted all documents or information required by Order No. 4. Accordingly, consistent with Order No. 4, Undine hereby requests 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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Attorneys for Undine Texas, LLC

CERTIFICATE OF SERVICE

I do hereby certify by my signature above that a true and correct copy of the foregoing document was served by U.S. Mail and Email on this the 20th day of November, 2018, to the following:

Alexander Petak
Public Utility Commission of Texas
Legal Division
1701 N. Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326
Alexander.Petak@puc.texas.gov

EXHIBIT A
BILL OF SALE

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the terms of that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 19, 2018 by and between Gulf Coast Utility Co., LLC, a Texas limited liability company ("Grantor"), Undine Texas, LLC, a Delaware limited liability company ("Undine Texas") and Undine Texas Environmental, LLC, a Texas limited liability company ("Undine Environmental") and together with Undine Texas, "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. As to the division of the Assets between Undine Texas and Undine Environmental, Undine Texas shall receive the Assets primarily related to Water Utility Systems and Undine Environmental shall receive the Assets primarily related to Wastewater Utility Systems, as determined by Grantee.

The Assets are hereby conveyed free and clear of all claims, liens, mortgages, security interests, charges, leases, encumbrances, licenses, or sublicenses and other restrictions of any kind and nature except for the Permitted Encumbrances.

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.

The Assets do not include the Excluded Assets.

The Grantee, upon execution below, accepts this Bill of Sale and Assignment and Assumption Agreement, and to the extent provided for in the Purchase Agreement, hereby assumes the Assumed Liabilities but no other liabilities or obligations of the Grantor.

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 and Assumption Agreement to be effective as of the 20th day of November, 2018.

GRANTOR:

GULF COAST UTILITY CO., LLC

By: Paul Rhodes
Name: PAUL RHODES
Title: Manager

GRANTEE:

UNDINE TEXAS, LLC

By: _____
Name: _____
Title: _____

UNDINE TEXAS ENVIRONMENTAL, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 20th day of November, 2018.

GRANTOR:

GULF COAST UTILITY CO., LLC

By: _____
Name: _____
Title: _____

GRANTEE:

UNDINE TEXAS, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: Vice President & Secretary

UNDINE TEXAS ENVIRONMENTAL, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: Vice President & Secretary

EXHIBIT B

AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER


PUBLIC UTILITY COMMISSION OF TEXAS

DOCKET NO. 47640

STATE OF TEXAS §
COUNTY OF Harris §

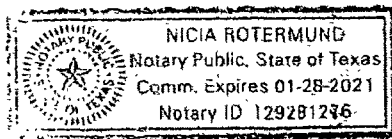
AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER

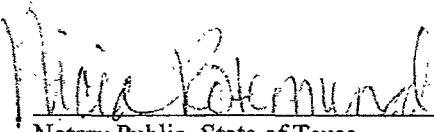
I, Carey Thomas, Vice President and Secretary of Undine Texas, LLC ("Undine"), hereby certify that the customer deposits held by Gulf Coast Utility Company, Inc. were transferred to Undine on November 20, 2018. For a detailed summary, please see Attachment 1 of this Affidavit.


Carey Thomas
Vice President & Secretary

STATE OF TEXAS §
COUNTY OF Harris §

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 20 day of November, 2018 by Carey Thomas.




Notary Public, State of Texas

ATTACHMENT 1
DETAILED SUMMARY
CONFIDENTIAL

CONFIDENTIAL

DOCKET NO. 47640

STYLE: Application of Gulf Coast Utility Company, Inc. and Undine Texas, LLC
for Sale, Transfer, or Merger of Sewer Facilities and Certificate Rights
Brazoria County

SUBMITTING PARTY: Undine Texas Environmental, LLC

BRIEF DESCRIPTION OF CONTENTS: Exhibit B, Attachment 1

Detailed Summary

BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:

11 TO 22

ENVELOPE # 1 OF 1

ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:

DATE SUBMITTED TO COMMISSION: November 20, 2018