



Control Number: 48388



Item Number: 35

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DOCKET NO. 48388

2019 MAR -6 AM 11:26

APPLICATION OF CHUCK BELL §  
DBA CHUCK BELL WATER §  
SYSTEMS, LLC AND UNDINE §  
TEXAS, LLC FOR SALE, TRANSFER, §  
OR MERGER OF FACILITIES AND §  
CERTIFICATE RIGHTS IN §  
JOHNSON AND TARRANT §  
COUNTIES §

PUBLIC UTILITY COMMISSION  
OF TEXAS

**UNDINE TEXAS, LLC'S**  
**NOTICE OF COMPLETED TRANSACTION**

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

1. Order No. 5 (AIS Item 32), issued on October 25, 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. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on March 4, 2019.
3. Attached hereto as Exhibit B is an Affidavit of Customer Deposits evidencing the transfer of the customer deposits from Chuck Bell Water Systems, LLC to Undine on March 4, 2019, 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. 5. Accordingly, consistent with Order No. 5, Undine hereby requests that Commission Staff file a recommendation to approve the sufficiency of the documents.

Respectfully submitted,

**DuBois, Bryant & Campbell, LLP**

By: 

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(512) 457-8000  
(512) 457-8008 (fax)

**Attorneys for Undine Texas, LLC**

**CERTIFICATE OF SERVICE**

By my signature above, I hereby certify that a true and correct copy of the foregoing document was served by U.S. Mail and Email on the person indicated below on this the 6th day of March, 2019:

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](mailto: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 March 4, 2019 by and between Chuck Bell Water Systems, LLC, a Texas limited liability company ("Grantor"), Chuck Bell, and Undine Texas, LLC, a Delaware limited liability company ("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.

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.

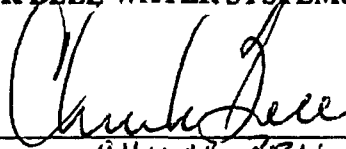
Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 4th day of March, 2019.

GRANTOR:

CHUCK BELL WATER SYSTEMS, LLC

By:   
Name: CHUCK BELL  
Title: MEMBER/OWNER

GRANTEE:

UNDINE TEXAS, 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 4th day of March, 2019.

GRANTOR:

**CHUCK BELL WATER SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE:

**UNDINE TEXAS, LLC**

By: Larry A Thomas  
Name: Larry A. Thomas  
Title: Sr. Vice President



**EXHIBIT B**

**AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER**

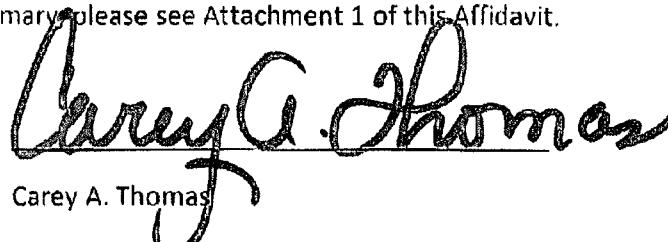
PUBLIC UTILITY COMMISSION OF TEXAS

DOCKET NO. 48388

STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS   §

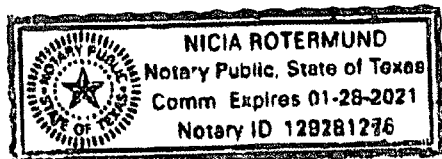
**AFFIDAVIT OF CUSTOMER DEPOSIT TRANSFER**


I, Carey A. Thomas, Vice President and Secretary of Undine Texas, LLC ("Undine"), hereby certify that the customer deposits held by Chuck Bell Water Systems, LLC were transferred to Undine on March 4, 2019, 2019. For a detailed summary please see Attachment 1 of this Affidavit.

  
Carey A. Thomas  
Vice President & Secretary

STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS   §

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 4 day of March, 2019 by Carey A. Thomas.



  
Notary Public, State of Texas

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

# CONFIDENTIAL

**DOCKET NO.:** 48388

**STYLE:** Application of Chuck Bell DBA Chuck Bell Water Systems, LLC and Undine Texas, LLC for Sale, Transfer, or Merger of Facilities and Certificate Rights in Johnson and Tarrant Counties

**SUBMITTING PARTY:** Undine Texas, LLC

**BRIEF DESCRIPTION OF CONTENTS:** Attachment B-1 -- Detailed Summary

**BATE STAMP OR SEQUENTIAL PAGE NUMBER RANGE:** 11 TO 13

**ENVELOPE #:** 1 OF 1

**ADDITIONAL INFORMATION REQUIRED BY PROTECTIVE ORDER:**

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**DATE SUBMITTED TO COMMISSION:** March 6, 2019