



Control Number: 48448



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PUBLIC UTILITY COMMISSION  
FILING CLERK

Docket No. 48448

APPLICATION OF PATTON VILLAGE	§	PUBLIC UTILITY COMMISSION
WATER COMPANY AND THE CITY	§	
OF PATTON VILLAGE FOR SALE,	§	OF TEXAS
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN MONTGOMERY COUNTY	§	

**JOINT STATUS REPORT AND NOTICE OF TRANSACTION**

Pursuant to Order No. 7 issued in this docket and 16 Tex. Admin. Code § 24.109(g), the City of Patton Village hereby files, for itself and with permission from Patton Village Water Co. Inc., this Joint Status Report and Notice of Transaction, and states the following:

1. On January 11, 2019, The City of Patton Village and Patton Village Water Co. Inc., closed on that certain Asset Purchase Agreement dated December 12, 2016, providing for the sale of the water system assets that are the subject of this docket.
2. Pursuant to 16 Tex. Admin. Code § 24.109(g), attached as Exhibit "A" is a fully-executed Bill of Sale evidencing the closing
3. Patton Village Water System transferred the customer deposits to the City of Patton Village on January 11, 2019, as part of the closing. Attached as Exhibit "B" are the Closing Affidavits of the Seller and Purchaser verifying that all assets, including customer deposits, have been transferred.

Applicants respectfully request that the attached documents be accepted as proof that the transaction has been completed and that the commission complete the proceedings of this docket.

Respectfully submitted,




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Houston, Texas 77019  
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[apetrov@johnsonpetrov.com](mailto:apetrov@johnsonpetrov.com)  
Attorney for the City of Patton Village, Texas

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**CERTIFICATE OF SERVICE**

By my signature above, I hereby certify that on the 15<sup>th</sup> day of January, 2019, the foregoing document was served via first class mail to the following:

Justine Tan, Attorney  
Public Utility Commission of Texas  
1701 N. Congress Ave.  
P.O. Box 13326  
Austin, Texas 78711-3326

  
\_\_\_\_\_  
Alan P. Petrov

## EXHIBIT A

STATE OF TEXAS                      §  
COUNTY OF MONTGOMERY        §

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**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the premises and of delivery this date by Grantee to Grantor of the consideration specified by the Agreement, the receipt of which by Grantor is hereby acknowledged, Grantor, as of the Effective Date, has conveyed, granted, bargained, sold, transferred, set over, assigned, remised, released, delivered and confirmed and by this Bill of Sale, does convey, grant, bargain, sell, transfer, set over, assign, remise, release, deliver and confirm onto Grantee, its successors and assigns, forever, all of Grantor's right, title and interest in and to the following (collectively, the **"Assets"**):

- TO HAVE AND TO HOLD**, as of the Effective Date, said Assets with all of the appurtenances thereto, unto Grantee, its successors and assigns, for its and their use forever.

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assigned, and delivered or intended so to be, Grantee has delivered and by this Bill of Sale does deliver, unto Grantor or pursuant to Grantor's instructions, in accordance with the Agreement, and Grantor hereby acknowledges receipt of, the consideration specified in the Agreement as provided to be delivered to Grantor pursuant to the Agreement.

**AND THE PARTIES HERETO FURTHER MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

- 1) Grantor covenants and agrees with Grantee that Grantor will, whenever and as often as required so to do by Grantee, its successors and assigns, execute, acknowledge, and deliver such other instruments of conveyance and transfer and take such other action as reasonably may be required more effectively to convey, transfer to and vest in Grantee, its successors and assigns, and to put Grantee, its successors and assigns in possession of any, property conveyed, transferred and delivered hereunder, and in the case of contracts which cannot be transferred effectively without the consent of third parties, to cooperate with Grantee in any reasonable arrangement specified by Grantee to obtain such consents and to take such other action as may be reasonably necessary to assure to Grantee, its successors and assigns, all rights and benefits thereof.
- 2) Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than the parties hereto and their respective successors or assigns, any right or remedy under or by reason of this Bill of Sale or any term, covenant or conditions hereof, and all the terms, covenants, conditions, promises and agreements contained in this Bill of Sale be for the sole and exclusive benefit of the parties hereto and their successors and assigns.
- 3) This Bill of Sale is executed and delivered pursuant to the Agreement.

**IN WITNESS WHEREOF**, each of the parties hereto have caused this Bill of Sale to be executed by their duly authorized representatives to be effective as of the day and year first above written.

**GRANTOR:**  
**PATTON VILLAGE WATER CO. INC.,**  
a Texas Corporation

By: Mitchell M. Martin Jr.  
Name: Mitchell M. Martin Jr.  
Title: President

**GRANTEE:**  
**THE CITY OF PATTON VILLAGE**  
a Texas Municipal Corporation

By: Leah Tarrant, cmo  
Name: Leah Tarrant  
Mayor of the City of Patton Village

## **EXHIBIT A**

### **Real Property Owned by Grantor:**

1. A0552 Taylor WMS – Water Well #4 (Property ID: R54229)
2. A0552 Taylor WMS – Water Well #1 (Property ID: R54232)
3. Cheatum 01, Lot 20, 21, 22 – Water Well #3 (Additional Acreage) (Property ID: R73918)
4. Cheatum 01 – Water Well #3 (Property ID: R73933)
5. Patton Village Water Well #2 (Property ID: R116146)
6. Peach Creek Colony – Water Well (Property ID: R136004)



## EXHIBIT B

**SELLER'S AFFIDAVIT OF CLOSING**

STATE OF TEXAS

§

COUNTY OF MONTGOMERY

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I, **MITCHELL M. MARTIN, JR.**, certify that I am the **PRESIDENT** of **PATTON VILLAGE WATER CO., INC.**, the public water utility whose assets are being sold to **THE CITY OF PATTON VILLAGE, TEXAS**, a municipal corporation. The sale and transfer of the utility and its assets closed on January 11, 2019. Management and control of the utility system transferred January 11, 2019. Both events occurred after receipt of the Public Utility Commission of Texas' Order Approving Sale/Transfer to Proceed and authorizing the parties to close this transaction.

All customer deposits and customer deposit records were transferred to **THE CITY OF PATTON VILLAGE, TEXAS** on January 11, 2019.

**PATTON VILLAGE WATER CO., INC.**, consents to the transfer of the Certificate of Convenience and Necessity ("CNN") that is the subject of this application to **THE CITY OF PATTON VILLAGE, TEXAS**. By affixing my authorized signature below, **PATTON VILLAGE WATER CO., INC.**, grants to **THE CITY OF PATTON VILLAGE, TEXAS** an irrevocable power of attorney to undertake all actions necessary to effectuate the CCN transfer, including but not limited to, executing all necessary consent documents on behalf of **PATTON VILLAGE WATER CO., INC.**



Mitchell M. Martin, Jr., President  
Patton Village Water Co., Inc.

**ACKNOWLEDGEMENT**

STATE OF TEXAS

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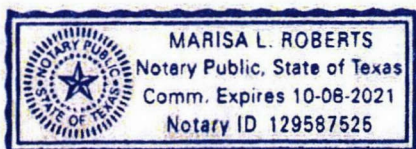
COUNTY OF MONTGOMERY

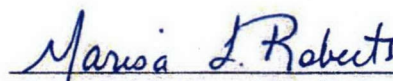
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Before me on this day, personally appeared **MITCHELL M. MARTIN, JR.**, **PRESIDENT** of **PATTON VILLAGE WATER CO., INC.**, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this 11th day of January, 2019.





Notary Public in and for the State of Texas

**BUYER'S AFFIDAVIT OF CLOSING**

STATE OF TEXAS

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COUNTY OF MONTGOMERY

I, **LEAH TARRANT**, certify that I am the **MAYOR** of **THE CITY OF PATTON VILLAGE, TEXAS**, a municipal corporation, the purchaser of the assets of the **PATTON VILLAGE WATER CO., INC.**, and that I am duly authorized to act on behalf of **THE CITY OF PATTON VILLAGE, TEXAS** with respect to such purchase. The sale and transfer of the utility and its assets closed on January 11, 2019. Management and control of the utility system transferred on January 11, 2019. Both events occurred after receipt of the Public Utility Commission of Texas' Order Approving Sale/Transfer to Proceed authorizing the parties to close this transaction.

All customer deposits and customer deposit records were transferred to **THE CITY OF PATTON VILLAGE, TEXAS** on January 11, 2019.

**CITY OF PATTON VILLAGE, TEXAS**, a  
municipal corporation

*Leah Tarrant, cmo*

Leah Tarrant, Mayor  
City of Patton Village, Texas

**ACKNOWLEDGEMENT**

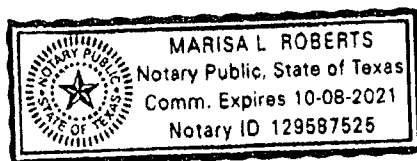
STATE OF TEXAS

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COUNTY OF MONTGOMERY

Before me on this day, personally appeared **LEAH TARRANT, MAYOR** of **CITY OF PATTON VILLAGE, TEXAS**, a municipal corporation, proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the instrument for the purposes and consideration expressed therein, by proper authority, and in the capacity stated in the instrument.

Given under my hand and seal of office this 11th day of January, 2019.



*Marisa L. Roberts*  
Notary Public in and for the State of Texas