



Control Number: 48793



Item Number: 16

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APPLICATION OF TEXAS COUNTRY §
WATER, INC. AND TCE WATER LLC §
FOR SALE, TRANSFER, OR MERGER §
OF FACILITIES AND CERTIFICATE §
RIGHTS IN COMAL COUNTY §

BEFORE THE
PUBLIC UTILITY COMMISSION
FILING CLERK
OF TEXAS

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MOTION TO WITHDRAW APPLICATION

COMES NOW, Texas Country Water, Inc. and TCE Water LLC (collectively as “Applicants”) and file this Motion to Withdraw Application, and in support thereof, respectfully show the following:

I. BACKGROUND

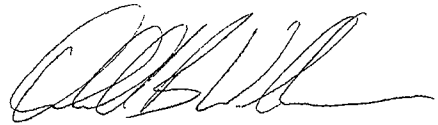
1. On October 17, 2018, Applicants filed an Application for the Sale, Transfer, or Merger of Facilities and Certificate Rights in Comal County, Texas.
2. On November 28, 2018, the Administrative Law Judge issued Order No. 2, which found the Application complete and required notice to be sent to the landowners and neighboring utilities.
3. On December 18, 2018, the ALJ issued Order No. 3, which found the Notice Sufficient and established a procedural schedule for the Application.
4. On December 27, 2018, the Parties executed a Mutual Termination Agreement, attached as Exhibit A, which terminated the Asset Purchase Agreement that was the subject of the proposed Application for Sale, Transfer, or Merger.
5. Commission rule 16 Texas Administrative Code §22.181(g) states that a party that filed the application may withdraw it without prejudice at any time before that party has presented its direct case. Therefore, the Applicants filed this Motion timely.

II. MOTION TO WITHDRAW APPLICATION

In light of the parties' mutual termination of the proposed Asset Purchase Agreement, the Applicants respectfully ask that the ALJ authorize Applicants to withdraw the application without prejudice.

Respectfully submitted,

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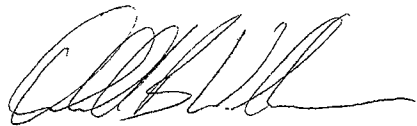
By: 

Randall B. Wilburn

ATTORNEYS FOR TCE WATER, LLC

CERTIFICATE OF SERVICE

I hereby certify that I have or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail, or Certified Mail Return Receipt Requested on all parties on the 31st day of December 2018.

By: 

Randall B. Wilburn

Exhibit A

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement references that Agreement entitled "Asset Purchase Agreement between KR Holdings, LLC and Texas Country Water, Inc.," including all amendments and/or assignments thereof, if any (the "Agreement") dated June 1, 2018. The Agreement pertains to the potable water supply system in Comal County, Texas, better known as the Texas Country Water System, identified with the Public Utility Commission of Texas under Certificate of Convenience and Necessity No. 12921 and the Texas Commission on Environmental Quality Public Water System No. 0460223 (all together, the "Water System"). The Agreement is between KR Holdings, LLC, a Texas Limited Liability Company, its assigns, or both (referred to herein as "Purchaser") and Texas Country Water, Inc., a Texas corporation (referred to herein as Seller").

WHEREAS, Section 9.1.1 of the Agreement authorizes the Purchaser to terminate the Agreement by written notice at any time prior to the Closing, as defined in the Agreement;

WHEREAS, Purchaser has notified Seller in writing of Purchaser's intent to terminate the Agreement;

WHEREAS, Closing has not occurred;

WHEREAS, Section 9.2 of the Agreement declares that there shall be no liability on the part of any Party in the event of termination; and

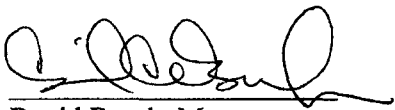
WHEREAS, the Parties have mutually agreed to terminate the Agreement.

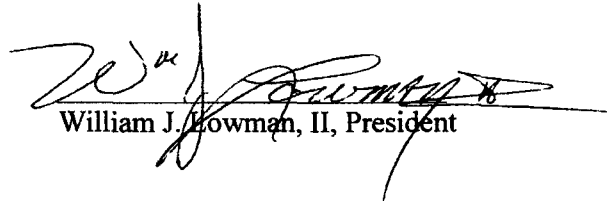
NOW, THEREFORE, the Parties mutually agree as follows:

1. The Agreement is terminated as of the effective date of this Mutual Termination Agreement;
2. Notwithstanding the termination of the Agreement, the provisions set forth in Articles X and Section 9.2 of the Agreement shall survive the termination of the Agreement; and
3. Seller shall retain all funds previously paid by Purchaser to Seller prior to the Notice of Termination.

KR Holdings, LLC

Texas Country Water, Inc.


David Burch, Manager


William J. Howman, II, President

Effective Date: 12/27/18