



Control Number: 50017



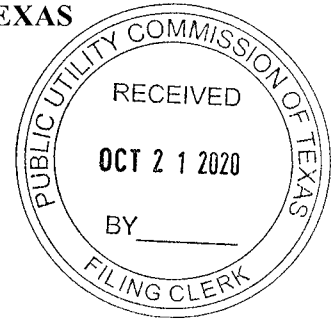
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DOCKET NO. 50017

APPLICATION OF PURE UTILITIES, §
LC AND UNDINE TEXAS, LLC FOR §
SALE, TRANSFER, OR MERGER OF §
WATER FACILITIES AND §
CERTIFICATE RIGHTS IN LIBERTY, §
POLK, SAN JACINTO, AND TYLER §
COUNTIES, AND TO DECERTIFY A §
PORTION OF PURE UTILITIES, LC'S §
CERTIFICATED AREA AND TO §
AMEND UNCERTIFICATED WATER §
SERVICE AREA IN LIBERTY AND §
POLK 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 and states the following:

1. Order No. 9 (AIS Item 35), issued on July 23, 2020, 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.

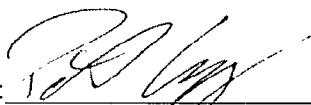
2. Attached hereto as Exhibit A is a fully-executed Bill of Sale evidencing the consummation of the transaction on September 30, 2020.

3. Undine has therefore submitted all documents or information required by Order No. 9. Accordingly, consistent with Order No. 9, Undine hereby requests that Commission Staff file a recommendation to approve the sufficiency of the documents.

4. The transaction between Undine and Pure Utilities, LC does not involve the transfer of customer deposits.

Respectfully submitted,

DuBois, Bryant & Campbell, LLP

By:  _____

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Attorneys for Undine Texas, LLC

CERTIFICATE OF SERVICE

I certify by my signature above that a true and correct copy of the foregoing document was served on the persons as indicated below on this the 21st day of October, 2020:

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

John D. Stover
Skelton, Slusher, Barnhill,
Watkins, Wells PLLC
1616 S. Chestnut Ave.
Lufkin, Texas 75901
jstover@skeltonslusher.com

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 August 5, 2020 by and among Undine Texas, LLC, a Delaware limited liability company ("*Undine Texas*"), Undine Texas Environmental, LLC, a Texas limited liability company ("*Undine Environmental*", and together with Undine Texas, "*Grantee*"), Pure Utilities, L.C., a Texas limited liability company ("*Grantor*"), Stonewall Jackson and Linda B. Jackson, 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. Without limiting the generality of the foregoing, Exhibit A sets forth certain contracts that are being assigned to Undine Texas and certain contracts that are being assigned to Undine Environmental.

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 inure 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 on October 14, 2020, to be effective as of the 30th day of September, 2020.

GRANTOR:

PURE UTILITIES, L.C.

By: M.S. Jackson III
Name: M.S. Jackson, III
Title: Member

GRANTEE:

UNDINE TEXAS, LLC

By: _____
Name: Carey A. Thomas
Title: Senior Vice President

UNDINE TEXAS ENVIRONMENTAL, LLC

By: _____
Name: Carey A. Thomas
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor has executed this Bill of Sale and Assignment and Assumption Agreement on October 14, 2020, to be effective as of the 30th day of September, 2020.

GRANTOR:

PURE UTILITIES, L.C.

By: _____
Name: _____
Title: _____

GRANTEE:

UNDINE TEXAS, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: Senior Vice President

UNDINE TEXAS ENVIRONMENTAL, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: Senior Vice President

Exhibit A

Undine Texas:

Oral Agreement by and between Pure Utilities, L.C. and Cardinal Property Development (“*Developer*”), whereby, among other things, the parties have agreed that Pure Utilities, L.C. shall provide public drinking water service to six new residential lots owned by Developer in Four Corners Estates, Livingston, Texas. Developer shall install, at its sole cost and expense, the necessary water lines (as pictured on the attached) to facilitate Pure Utilities, L.C. providing public drinking water service, and each of the six residential lot owners shall pay for the applicable meter and usage costs, per the applicable tariff.

Undine Environmental:

Water Quality Surveillance Contract effective December 1, 2019 by and between the Trinity River Authority of Texas and Pure Utilities, L.C. relating to the sewage treatment plant at Lakeside Village in Polk County, Texas.

Water Quality Surveillance Contract effective December 1, 2019 by and between the Trinity River Authority of Texas and Pure Utilities, L.C. relating to the sewage treatment plant at Kalita Point in Polk County, Texas.

Water Quality Surveillance Contract effective December 1, 2019 by and between the Trinity River Authority of Texas and Pure Utilities, L.C. relating to the sewage treatment plant at Indian Hill Harbor in Polk County, Texas.