



Control Number: 50585



Item Number: 25

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DOCKET NO. 50585

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APPLICATION OF POLONIA WATER §
SUPPLY CORPORATION AND THE §
CITY OF LOCKHART FOR SALE, §
TRANSFER, OR MERGER OF §
FACILITIES AND CERTIFICATE §
RIGHTS IN CALDWELL COUNTY §

PUBLIC UTILITY COMMISSION
PUBLIC UTILITY COMMISSION
OF TEXAS
FILING CLERK

FINAL STATUS REPORT AND PROOF OF TRANSACTION

On October 2, 2020, the Public Utility Commission of Texas issued Order No. 8, Approving Sale and Allowing Transaction to Proceed (“Order”). Pursuant to the Order, City of Lockhart (the “City”) timely files this status report along with proof that the transaction has been consummated.

The parties completed the transaction on December 7, 2020 by fully executing the “Bill of Sale and Assignment” and a copy is attached to this report as proof. No customer deposits existed.

Pursuant to the Agreement, the Parties agreed to a service transfer date of December 10, 2020 and all work is now complete. The transaction is now fully consummated.

Please note that the date on the “Bill of Sale and Assignment” states December 6, 2019. However, that is the date of the Agreement mentioned in the recitals paragraph. The date that the “Bill of Sale and Assignment” became effective is December 7, 2020, which is the date that Mayor Lew White signed the “Bill of Sale and Assignment” on behalf of the City.

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Respectfully submitted,

Douglas G. Montgomery
Of Counsel
Messer, Fort & McDonald, PLLC
13625 Pond Springs Rd., Ste 204
Austin, TX 78729
512-600-2306
972-668-6414 (fax)

/s/ Doug Montgomery
Douglas G. Montgomery
State Bar No. 24077243
Doug@txmunicipallaw.com
Attorney for the City of Lockhart

CERTIFICATE OF SERVICE

I hereby certify that on this 30th day of December 2020, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.

/s/ Doug Montgomery
Douglas G. Montgomery



BILL OF SALE AND ASSIGNMENT

Date: Dec 6, 2019

Grantor: Polonia Water Supply Corporation

Grantor's Mailing Address: P. O. Box 778, Lockhart, TX 78644

Grantee: City of Lockhart, Texas

Grantee's Mailing Address: P. O. Box 239, Lockhart, TX 78644

Recitals: Grantor and Grantee have entered into that one certain "Agreement Between the City of Lockhart, Texas, and Polonia Water Supply Corporation, Caldwell County, Texas" dated December 6, 2019, ("the Agreement") whereby Grantor, subject to receipt of approval by the Public Utility Commission of Texas, is transferring to Grantee a specific retail water service Certificate of Convenience and Necessity area, identified in said Agreement as the "Transfer Area," including all "Water System Assets", being the facilities, personal property, and easements described therein and owned by Polonia within the Transfer Area.

This Bill of Sale and Assignment is identified in the Agreement as Exhibit "B" and is incorporated therein for all purposes.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee.

Property: All lines, pipes, and water works facilities owned by Grantor that are located in the Transfer Area, being the Water System Assets described in the Agreement.

Easements: See Exhibit "A" attached hereto and incorporated herein

Intangible Assets: See Exhibit "B" attached hereto and incorporated herein

Grantor, for the consideration herein expressed, has GRANTED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, and by these presents does hereby GRANT, SELL, ASSIGN, TRANSFER AND SET OVER unto Grantee, its successors and assigns, all of Assignor's now existing and hereafter arising right, title, interest in, to and under the Property, Intangible Assets, and Easements described above and on Exhibit "A" and Exhibit "B."


Representations and Warranties: Grantor conveys possession of the Water System Assets "as-is," "where-is," and "with all faults."

GRANTOR MAKES NO WARRANTY REGARDING THE WATER SYSTEM ASSETS AND RELATED EASEMENT RIGHTS, IF ANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR ANY PURPOSE.

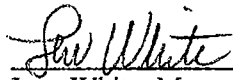
Grantor agrees to hereafter cooperate with Grantee and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated in the Agreement and this document.

Executed effective as of the date first written above.

GRANTOR: Polonia Water Supply Corporation

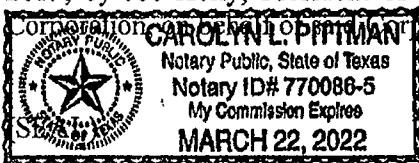

Joe Kelly, President

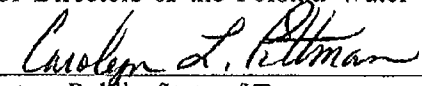
GRANTEE: City of Lockhart, Texas


Lew White, Mayor

THE STATE OF TEXAS §
COUNTY OF CALDWELL §

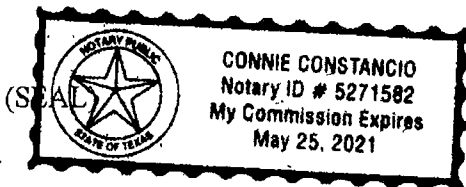
This instrument was acknowledged before me on the 17th day of December, 2019, by Joe Kelly, President of the Board of Directors of the Polonia Water Supply Corporation, on behalf of said corporation.




Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the 7th day of December, 2019, by Lew White, Mayor of the City of Lockhart, Texas, on behalf of said City.



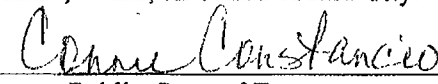

Notary Public, State of Texas

EXHIBIT "A"

To Bill of Sale and Assignment
from Polonia Water Supply Corporation to the City of Lockhart

Right of Way Easement from Albert W. Livengood, III and Frances L. Livengood, as Grantors, to Polonia Water Supply Corporation as Grantee dated July 24,, 1971, regarding 150 acres in the C. Crenshaw Survey, recorded in 1971 at Volume 346 , Page 685 of the Deed Records of Caldwell County Texas

Right of Way Easement from Rudolph Balser and Betty Balser as Grantors to Polonia Water Supply Corporation as Grantee dated July 26, 1971, regarding 41.5 acres in the C. Crenshaw League, recorded in 1971 at Volume 346, Page 707 of the Deed Records of Caldwell County Texas

Right of Way Easement from Emil Willms, as Grantor to Polonia Water Supply Corporation as Grantee dated July 30, 1971, regarding 165 acres in the C. Crenshaw League, recorded in 1972 at Volume 352, Page 32 of the Deed Records of Caldwell County Texas

Right of Way Easement from Carl Waller, Jr. as Grantor to Polonia Water Supply Corporation as Grantee dated July 30, 1971, regarding 180 acres in the C. Crenshaw Survey, recorded in 1972 at Volume 352, Page 366 of the Deed Records of Caldwell County Texas

Right of Way Easement from W. H. Schroeder and Mrs. Margaret Schroeder as Grantors to Polonia Water Supply Corporation as Grantee dated July 31, 1971, regarding 151.5 acres in the Cornelius Crenshaw League, recorded in 1972 at Volume 352, Page 368 of the Deed Records of Caldwell County Texas

Right of Way Easement from Charles D. Spillman and Jane Spillman as Grantors to Polonia Water Supply Corporation as Grantee dated July 24, 1971, regarding 202.58 acres in the Cornelius Crenshaw Survey recorded in 1972 at Volume 352, Page 370 of the Deed Records of Caldwell County Texas

Right of Way Easement from Walter W. Cardwell and Margaret Ann Williams Cardwell as Grantors to Polonia Water Supply Corporation as Grantee dated August 25, 1971, regarding 120 acres in the C. Crenshaw and H.E. McCulloch Surveys, recorded in 1972 at Volume 352, Page 319 of the Deed Records of Caldwell County Texas

Right of Way Easement from A. B. Schafer and Marie Schafer as Grantors to Polonia Water Supply Corporation as Grantee dated August 7, 1971, regarding 145 acres in the C. Crenshaw League, & McFerrin Survey, recorded in 1972 at Volume 352, Page 372 of the Deed Records of Caldwell County Texas

EXHIBIT B

Description of Intangible Assets

1. All books, records, construction records, contract rights, bonds, bid documents, financial records, plans and specifications, surveys, records, maintenance records, regulatory records and correspondence, permits, certificates, soil reports, inspection reports, engineering reports and other property and rights of any kind related to the Property (as defined in Exhibit "A" to this Bill of Sale and Assignment);
2. All governmental licenses, approvals, authorizations, permits and similar approvals to the extent they relate to the Property;
3. All third party plans, studies, drawings, specifications, surveys, renderings and other technical descriptions to the extent (but only to the extent) they relate to the Property;
4. All contracts for the design and construction of the Property;
5. Any and all guaranties, indemnities, and warranties of any contractors, subcontractors, vendors, service contractors and suppliers involved in the construction, development, engineering and surveying associated with the Property, including without limitation, all rights and claims with respect thereto relating to quality, defects, and similar matters relating to the Property;
6. All service and management contracts relating to the Property;
7. All claims, causes of action, bonds, and similar rights to the extent (but only to the extent) they relate to the Property; and
8. Any other documents and instruments pertaining to the Property and any and all other ownership and use rights (intangible or otherwise) relating to the Property, and all rights, titles and interests appurtenant in any way to any of the foregoing, including any rights based on prescription or adverse possession.

FILED AND RECORDED

Instrument Number: 2020-007071 BILL OF SALE

Filing and Recording Date: 12/14/2020 10:50:22 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Caldwell County, Texas.



Teresa Rodriguez

Teresa Rodriguez, County Clerk
Caldwell County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT REMOVE. THIS PAGE IS PART OF THE OFFICIAL PUBLIC RECORD.