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DOCKET NO. 50721

**APPLICATION OF CRYSTAL CLEAR § PUBLIC UTILITY COMMISSION
WATER, INC. FOR AUTHORITY TO §
CHANGE RATES § OF TEXAS**

CRYSTAL CLEAR WATER, INC.'S MOTION TO ADMIT ADDITIONAL EVIDENCE

COMES NOW, Crystal Clear Water, Inc. (Crystal Clear), by and through its undersigned attorneys of record, and hereby files its Motion to Admit Additional Evidence (Motion) with the Public Utility Commission of Texas (Commission), and in support thereof, would respectfully show as follows:

I. BACKGROUND

On September 12, 2022, Crystal Clear filed its Supplemental Response to Order Remanding to Docket Management, Motion to Admit Additional Evidence, and Motion for Extension of Time (Supplemental Response). In the Supplemental Response, Crystal Clear submitted an unsigned lease between Crystal Clear and RP AG, LLC for office and warehouse space and a copy of its rate case expenses since October 1, 2021, not including legal expenses incurred in August 2022 or thereafter. On September 15, 2022, Crystal Clear filed a Motion to Admit Additional Evidence to submit a signed copy of the lease, executed on August 25, 2022 (the Lease). On September 15 and 16, 2022, the Administrative Law Judge issued Order No. 17 and Order No. 18 admitting the rate case expenses and signed and unsigned copies of the Lease. Crystal Clear met with Commission Staff and Office of Public Utility Counsel on November 1, 2022, regarding Commission Staff's outstanding questions pertaining to the Order Remanding to Docket Management. Commission Staff requested that Crystal Clear amend the lease to include a term and to provide more detail regarding Crystal Clear's rate consultant fees.

II. MOTION TO ADMIT ADDITIONAL EVIDENCE

Crystal Clear moves the fully executed amended and restated lease between Crystal Clear and RP AG, LLC, signed November 21, 2022, into evidence in this matter. The amended and restated lease now provides that the Lease commences on the effective date of the Lease (August 25, 2022), and continues for a period of one year and automatically renews each year unless there is written notice of nonrenewal. A copy of such amended and restated lease is attached hereto as **Exhibit A**. Additionally, Crystal Clear desires to admit a more detailed version of the rate case expense invoices. An updated rate consultant invoice is attached hereto as **Exhibit B**.

IV. CONCLUSION AND PRAYER


For these reasons, Crystal Clear respectfully requests that the Administrative Law Judge admit Exhibit A and Exhibit B of this Motion into evidence and grant all other and further relief to which Crystal Clear may be entitled.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE &
TOWNSEND, P.C.**

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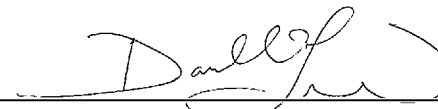


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**ATTORNEYS FOR CRYSTAL CLEAR
WATER, INC.**

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail or U.S. First Class mail on November 22, 2022, in accordance with the Order Suspending Rules, issued in Project No. 50664.



Danielle Lam

Exhibit A

Amended and Restated Lease

AMENDED AND RESTATED LEASE AGREEMENT

This Amended Restated Lease Agreement ("*Lease*") is entered by and between RP AG, LLC, of 122 S Avenue D, Clifton, Texas 76634 ("*Lessor*") and Crystal Clear Water, Inc., of 122 S Avenue D, Clifton, Texas 76634 ("*Lessee*") (collectively, the "*Parties*"), on the 21 day of NOVEMBER 2022.

RECITALS

WHEREAS, Lessor owns commercial property at 122 S Avenue D, Clifton, Texas, 76634 that includes approximately 650 square feet of office space and 3,240 square feet of warehouse space (the "*Property*");

WHEREAS, Lessor has been renting a portion of the Property to Lessee on a month-to-month basis at \$500.00 per month based only upon Lessee's use of the office space;

WHEREAS, the Parties entered into a written agreement regarding Lessee's rental of the office space and warehouse on the Property ("*Original Lease*") on August 25, 2022 (the "*Effective Date*"); and

WHEREAS, the Parties desire to amend the Original Lease regarding the term of the lease.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by Lessor and Lessee, the Parties mutually agree as follows:

LEASE

1. **Description of the Leased Premises:** Lessor agrees to lease to Lessee the Property at 122 S Avenue D, Clifton, Texas.
2. **Use of the Leased Premises:** Lessee shall be a co-occupant with Lessor and shall use the Leased Premises to conduct the business of Crystal Clear Water, Inc.
3. **Term of Lease:** This Lease shall commence on the Effective Date and shall continue in effect for a period of one (1) year. This Lease shall automatically renew on each anniversary of the Effective Date for an additional one (1) year term, unless Lessor or Lessee provides 30 day's prior written notice of nonrenewal to the other Party. Lessor may terminate this Lease at any time with 30 days' prior written notice.
4. **Rent:** Upon the Effective Date until September 1, 2022, Lessee shall pay to Lessor Five Hundred Dollars (\$500.00) per month for use of the Property ("*Initial Rent*"). Beginning September 1, 2022, Lessee shall pay Lessor One Dollar and Twenty Cents (\$1.20) per square foot of the Property that Lessee uses. As of the Effective Date, Lessee uses approximately 469 square feet of office space and 1,200 square feet of the warehouse space within the Property. Therefore, Lessee shall pay Lessor Two Thousand and Two Dollars and Eighty Cents (\$2,002.80) for its use

of 1,669 square feet of the Property (“Rent”). Lessor may recalculate Lessee’s use of the Property from time to time and may increase the Rent by sending written notice to Lessee.

5. Expenses: Lessee shall reimburse Lessor for its share of office expenses, including, but not limited to, electricity, water, and sewer. Garbage disposal, gas, internet, and phone.

Signature page follows immediately.

LESSOR:

RP AG, LLC

By: Robert Payne
Robert Payne, President

LESSEE:

Crystal Clear Water, Inc.

By: Robert Payne
Robert Payne, President

Exhibit B
Rate Case Expense Invoice