

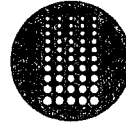


Control Number: 50895



Item Number: 29

Addendum StartPage: 0



**Midway  
Water Utilities, Inc.**

**A SouthWest Water Company**

Customer Service  
866.654.SWWC (7992)

2021 APR 15 PM 12:16

April 15, 2021

Public Utility Commission of Texas  
Attention: Filing Clerk  
1701 Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326

Re: Docket 50895 – Application of Champs Water Company and Midway Water Utilities, Inc. for Sale, Transfer, or Merger of Facilities and Certificate Rights in Harris and Montgomery Counties

Re: Transaction Has Been Completed

To the Commission:

Ordering Paragraph 2 of Order Number 9 issued in this Docket on December 22, 2020 requires the applicants to file proof that the transaction has been consummated and customer deposits have been addressed. The transaction approved in this docket has now been completed and attached are:

1. Bill of Sale
2. Affidavit of Deposit Disbursement

A list of individual deposits transferred with details is filed separately under Confidentiality. Please contact me if any additional information is needed at this time.

Sincerely,

*/s/ George Freitag*

George Freitag, P.E.  
Texas Regulatory Manager  
SouthWest Water Company  
Midway Water Utilities, Inc.  
512 219 2288  
[gfreitag@swwc.com](mailto:gfreitag@swwc.com)

## BILL OF SALE

This Bill of Sale (this “*Bill of Sale*”) dated as of March 24, 2021, is made by **CHAMP’S WATER COMPANY**, a Texas corporation (“*Seller*”), for the benefit of **MIDWAY WATER UTILITIES, INC.**, a Texas corporation (“*Buyer*”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the APA (as defined below).

### RECITALS

WHEREAS, Seller and Buyer have executed and delivered an Asset Purchase Agreement (the “*APA*”), dated as of January 3, 2020, pursuant to which Seller has agreed to sell to Buyer all of Seller’s right, title and interest in and to the Transferred Assets, in exchange for the consideration set forth therein; and

WHEREAS, pursuant to the terms of the APA, Seller desires to transfer and assign to Buyer all of Seller’s right, title and interest in and to the Transferred Assets, and Buyer desires to acquire all of Seller’s right, title and interest in and to the Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and effective as of the Closing, Seller does hereby sell, transfer, convey, assign, and deliver unto Buyer, its successors and assigns forever, all of Seller’s right, title, and interest in and to the Transferred Assets, free and clear of all Liens. Notwithstanding anything expressed herein to the contrary, the Land is specifically excluded from the Transferred Assets and shall be retained by Seller following the Closing.

This Bill of Sale and all of the provisions hereof shall be binding upon Seller and its successors and permitted assigns and shall inure to the benefit of Buyer and its successors and permitted assigns. Nothing in this Bill of Sale is intended to confer upon any other person except Buyer and Seller any rights or remedies hereunder or shall create any third party beneficiary rights in any person.

This Bill of Sale is being delivered pursuant to the APA and shall be construed consistently therewith. In the event of any conflict or ambiguity between the terms of the APA and the terms of this Bill of Sale, the terms of the APA shall control. This Bill of Sale is not intended to, and does not in any manner, enlarge, diminish or modify the rights and obligations of the parties to the APA, including without limitation any representations, warranties or indemnification obligations contained therein.

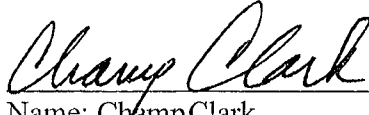
The parties hereto agree to execute such documents and other papers and perform such further acts as may be reasonably required to carry out the provisions hereof and the transactions contemplated hereby (including, for the avoidance of doubt, any recorded conveyances that Buyer may request to be executed with respect to the items set forth on Schedule 1(b) of the APA).

This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Bill of Sale is to be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of law principles.

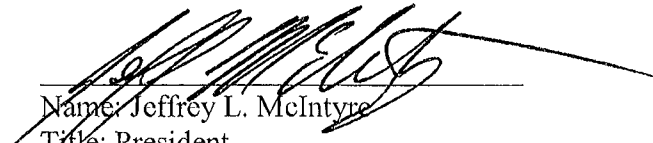
IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be signed on the date first above written for this Bill of Sale.

**CHAMP'S WATER COMPANY**

By:   
Name: Champ Clark  
Title: President

**ACCEPTED AND ACKNOWLEDGED:**

**MIDWAY WATER UTILITIES, INC.**

By:   
Name: Jeffrey L. McIntyre  
Title: President

DOCKET NO. 50895

APPLICATION OF CHAMPS WATER COMPANY AND MIDWAY WATER UTILITIES, INC. FOR SALE, TRANSFER, OR MERGER OF FACILITIES AND CERTIFICATE RIGHTS IN HARRIS AND MONTGOMERY COUNTIES

STATE OF TEXAS

§  
§  
§

COUNTY OF FORT BEND

AFFIDAVIT OF DEPOSIT DISBURSEMENT

BEFORE ME, the undersigned authority, on this day appeared DEAN VAN HORNE who being by me first duly sworn, on oath deposed and said the following:

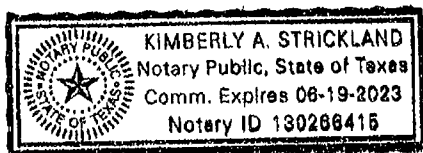
1. My name is DEAN VAN HORNE. I am the Director of Communications and Customer Care for Midway Water Utilities, Inc., the purchasing utility in the above-named application pending before the Public Utility Commission of Texas. My address of record is 12535 Reed Road, Sugar Land, Texas 77478. I am over 18 years of age, have personal knowledge of the facts recited herein, and am not otherwise disqualified from making this my sworn affidavit. The information provided herein is true and correct.
2. Champs Water Company transferred certain territory, facilities, and customers under CCNs No. 10972 (water) and 20385 (sewer) to Midway Water Utilities, Inc.
3. By April 1, 2021, all applicable deposits for customers affected by the above-referenced transfer application were transferred to Midway Water Utilities, Inc.

This ends my affidavit.

Dean Van Horne

DEAN VANHORNE, Affiant

SWORN AND SUBSCRIBED to under oath by DEAN VANHORNE, before the undersigned notary public on the 4th day of APRIL 2021.



Kim Strickland  
KIM STRICKLAND  
Notary Public in and for the State of Texas

SEAL