



Filing Receipt

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DOCKET NO. 51192

APPLICATION OF WHISPERING	§	PUBLIC UTILITY COMMISSION
OAKS WATER WORKS AND	§	OF TEXAS
MIBROMA 3 LLC FOR SALE,	§	
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN GILLESPIE COUNTY	§	

**APPLICANTS' NOTICE OF COMPLETED TRANSACTION
AND FILING OF CLOSING DOCUMENTS**

Applicants, MiBroMa 3 LLC (MiBroMa) and Whispering Oaks Water Works (Whispering Oaks) (collectively, Applicants), submit the following in response to Order No. 9, dated September 1, 2021, establishing a 180 day deadline, for Applicants to file with the Commission proof that the transaction has been consummated and customer deposits, if any, have been addressed. The transaction contemplated by the Application was completed on September 29, 2021; therefore, this pleading is timely filed.

In accordance with Order No. 9, Applicants file the following documents as evidence that the transaction has been made final and that any and all customer deposits were refunded prior to the Closing:

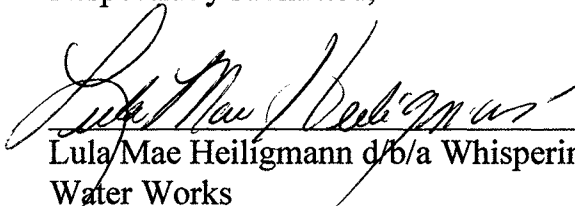
ATTACHMENT A: Purchase and Sale Agreement;

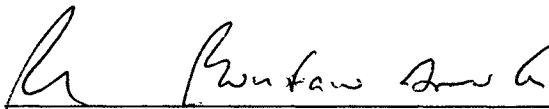
ATTACHMENT B: Warranty Deed; and

ATTACHMENT C: Bill of Sale.

Dated: September ____, 2021.

Respectfully submitted,


Lula Mae Heiligmann d/b/a Whispering Oaks
Water Works
P.O. Box 62
Center Point, Texas 78010


Bonifacio Arreola, Jr., Managing Member,
MiBroMa 3, LLC
240 Stoney Hill
Center Point, Texas 78010

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made by Whispering Oaks Water Works ("Seller") and MiBroMa3, LLC ("Buyer").

WHEREAS, Seller owns assets which are more fully described herein;

WHEREAS, Sellers desire to sell, assign and transfer to Buyer, and Buyer desires to purchase from Seller, the Purchased Assets as defined in Section 1 below in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby specifically acknowledged, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

1. **Sale and Purchase of Assets.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, grant, assign and transfer to Buyer, and Buyer hereby agrees to purchase and assume from Seller, the following assets of Seller (collectively, the "Purchased Assets"):

- a. Company records and customer lists
- b. Assets listed in the Bill of Sale attached hereto as Exhibit "A".

2. **Purchase Price.**

- a. Purchase Price. The purchase price (the "Purchase Price") for the Purchased Assets is Fifty Thousand and NO/100 Dollars (\$50,000.00).
- b. Payment of Purchase Price. Buyer agrees to pay \$50,000.00 cash.

3. **Liabilities.**

- a. The parties hereby agree that Buyer does not and shall not hereby assume or accept any liabilities, obligations or responsibilities of Seller relating to the Purchased Assets or any other liabilities, obligations or responsibilities which are related to the ownership, condition, use or operation of the Purchased Assets prior to the Effective Date.
- b. The parties hereby agree that Buyer shall be responsible for any liabilities, obligations or responsibilities which are related to the ownership, condition, use or operation of the Purchased Assets following the Effective Date.

4. **Indemnification.** To the fullest extent permitted by law, the Seller shall indemnify and hold harmless Buyer, and its respective officers, directors, shareholders, managers, members, employees, agents, subsidiaries and assigns, from and against any and all

losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Buyer may be involved, or threatened to be involved, as a party or otherwise arising from operation of the business prior to Closing.

Buyer shall indemnify and hold harmless Seller, and its respective officers, directors, shareholders, managers, members, employees, agents, subsidiaries and assigns, from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Seller may be involved, or threatened to be involved, as a party or otherwise, related to the ownership, condition, use or operation of the Purchased Assets following the Effective Date.

5. **Closing Time and Place/ Conditions to Closing.** The closing of the sale and purchase of the Purchased Assets (the "Closing") shall take place on or before September 30, 2021 and shall take effect at midnight on September 30, 2021. Closing may take place on, or before, the effective date

6. **Warranty.** Seller warrants items listed in Exhibit "A" are owned by Seller and are not subject to any liens or encumbrances.

7. **Deliveries at Closing.** At Closing the Parties agree to deliver all documents or instruments as may be reasonably necessary in order to consummate the transactions contemplated by this Agreement.

At or after the Closing, either party, at the request of the other party, will execute and deliver to the requesting party all such further assignments, deeds, agreements, contracts, instruments and other documents as the requesting party may reasonably request in order to perform, accomplish, perfect or record, if reasonably necessary, the sale, assignment, transfer and delivery to Buyer of the Purchased Assets as contemplated by this Agreement and to otherwise carry out the intention of this Agreement.

8. **Taxes.** Buyer shall be responsible for all taxes levied by any taxing entity on the business beginning on midnight on the effective date for taxable events occurring after that time. Seller shall be responsible for all such taxes prior to midnight on the Effective Date for taxable events occurring before closing.

9. **Agreements to survive.** The agreements, representations and warranties of the Seller and Buyer in this Agreement shall survive the Closing indefinitely.

10. **Amendment.** This Agreement may be amended at any time in writing executed by Seller and Buyer.

11. **Successors and Assigns.** The provisions of this Agreement shall be binding upon

and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

12. **Notice.** Except as otherwise specified in this Agreement, all notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (including by a nationally-recognized overnight courier) on the date when personally delivered to the party to whom notice is to be given or on the date of transmission if sent by confirmed facsimile transmission and properly addressed as follows:

To Seller at:
P.O. Box 62
Center Point, Texas 78010

To Buyer at:
240 Stoney Hill
Center Point, Texas 78010

Any party may change its address for the purposes of this Section by giving the other party hereto written notice of the new address in the manner set forth above.

13. **Legal advice.** The parties acknowledge that they are aware of their right to employ legal counsel and that it is advisable to do so.

14. **Mediation.** Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally.

15. **Governing Law and Venue.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, and venue for any action related to this agreement shall be Kerr County, Texas.

16. **Attorney Fees:** If Buyer or Seller is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees.

17. **Severability.** The parties agree that (i) the provisions of this Agreement shall be severable in the event that any provision hereof is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, (ii) such invalid, void or otherwise

unenforceable provision shall be automatically replaced by another provision which is as similar as possible in terms to such invalid, void or otherwise unenforceable provision but which is valid and enforceable and (iii) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

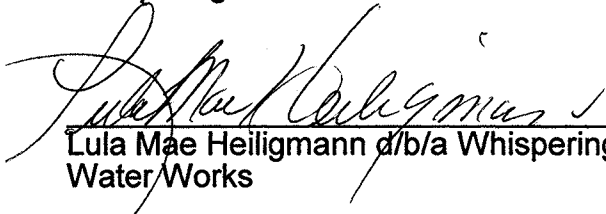
18. **Entire Agreement.** This Agreement, together with any documents and exhibits given or delivered pursuant to this Agreement, and any documents related to the proceedings before the Texas Public Utility Commission and its approval of this transaction, and documents required by any other agency of the State of Texas, constitutes the entire agreement between the parties to this Agreement. No party shall be bound by any communications between them on the subject matter of this Agreement unless the communication is (a) in writing, (b) bears a date contemporaneous with or subsequent to the date of this Agreement, and (c) is agreed to by all parties to this Agreement.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Any executed counterpart delivered by facsimile or other means of electronic transmission shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

SELLER:

Whispering Oaks Water Works

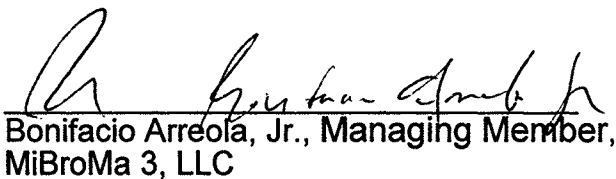


Lula Mae Heiligmann d/b/a Whispering Oaks
Water Works

Date: September 29, 2021

BUYER:

MiBroMa 3, LLC



Bonifacio Arreola, Jr., Managing Member,
MiBroMa 3, LLC

Date: September 29, 2021



Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

WARRANTY DEED

DATE: September 29, 2021

GRANTOR: Lula Mae Heiligmann d/b/a Whispering Oaks Water Works

GRANTEE: MiBroMa 3, LLC

GRANTEES' MAILING ADDRESS:

240 Stoney Hill

Center Point, Texas 78010

PROPERTY:

Lot 60, Whispering, Oaks, Gillespie County, Texas (0.67 acres, with water well system, workshop and storage tank)

CONSIDERATION: Consideration for this conveyance is cash of ten dollars or more and other good and valuable consideration.

RESERVATIONS FROM CONVEYANCE: NONE

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Any visible and/or apparent roadways or easements over or across the subject property.

Taxes for the tax year 2021.

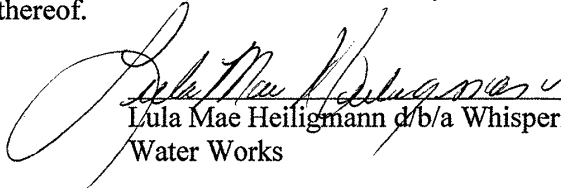
AS IS CONVEYANCE: THIS CONVEYANCE CONVEYS THE PROPERTY IN ITS "AS IS" CONDITION. THE PARTIES HAVE BARGAINED FOR AND HEREBY AGREE THAT THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED OTHER THAN ANY REPRESENTATIONS EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS INSTRUMENT, OR THE CLOSING DOCUMENTS.

CONVEYANCE: For the consideration stated above, the receipt and sufficiency of which is acknowledged, Grantor grants, sells and conveys the Property, together with all and singular any improvements, rights and appurtenances belonging thereto, to Grantees and

Grantees' heirs and assigns, to hav and to hold forever. This conveyance, however, is made subject to all Exceptions and Reservations stated herein.

Grantor assigns to Grantees all funds, if any, on deposit for payment of property taxes and insurance premiums due or coming due against the property.

WARRANTY: Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular title to the Property for the benefit of Grantees and Grantees' heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof.

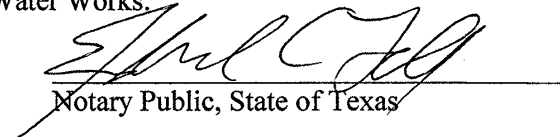

Lula Mae Heiligmann d/b/a Whispering Oaks
Water Works

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on September 29, 2021, by Lula Mae Heiligmann d/b/a Whispering Oaks Water Works.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS


Mary Lynn Rusche, County Clerk

Gillespie County Texas

September 30, 2021 09:07:56 AM

FEE: \$30.00

ELIZA

20217564

WD



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Bill of Sale

Date: September 30, 2021

Seller: Lula Mae Heiligmann d/b/a Whispering Oaks Water Works

Seller's Mailing Address:

P.O. Box 62
Center Point, Texas 78010

Buyer: MiBroMa3, LLC

Buyer's Mailing Address:

240 Stoney Hill
Center Point, Texas 78010

Consideration:

This bill of sale is part of a transaction involving the sale of the water system in Oak Wood Forest Subdivision in Gillespie County, Texas, and is part of the consideration of that sale.

Transferred Properties:

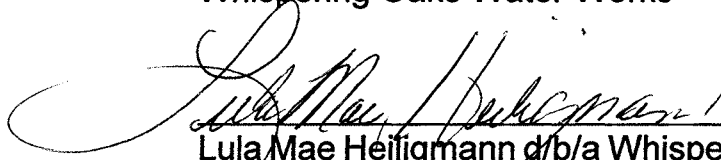
1. Lot 60, Whispering, Oaks, Gillespie County, Texas (0.67 acres, with water well system, workshop and storage tank);
2. All water transmission, water treatment, and distribution equipment, supplies, records, work product, water and water pipelines (above ground and buried), valves, meters, tangible personal property, and structures related in any way to the operation, maintenance and repair of the water system facilities located on or within the real property and easements described herein;
3. All water wells used in the operation of the water system located on or within the real property and easements;
4. All applicable permits, licenses and certifications, if any, necessary for the operation of the water facilities and water wells;
5. Public Utility Commission of Texas Certificate of Convenience and Necessity number 12446;
6. All of Seller's rights, title and interests in and to groundwater related to or a part of the water system, including any water within the water system.

Reservations from Transfer: none

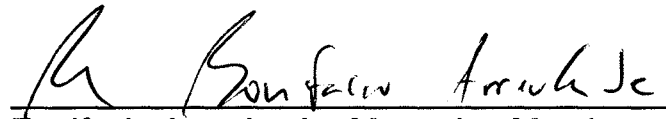
As a material part of the Consideration for this sale, Seller and Buyer agree that Buyer is taking the Transferred Properties "AS IS" and that there are no representations, disclosures, or express or implied warranties except those contained in the purchase contract and this bill of sale. Buyer has not relied on any information other than Buyer's inspection and the representations and warranties expressly contained in the purchase contract and this bill of sale.

When the context requires, singular nouns and pronouns include the plural.

Whispering Oaks Water Works


Lula Mae Heiligmann d/b/a Whispering Oaks
Water Works

MiBroMa 3, LLC


Bonifacio Arreola, Jr., Managing Member,
MiBroMa 3, LLC