



Control Number: 51353



Item Number: 22

Addendum StartPage: 0

DOCKET NO. 51353

APPLICATION OF KICKAPOO FRESH	§	PUBLIC UTILITY COMMISSION
WATER SUPPLY DISTRICT AND	§	
G&W WATER SUPPLY	§	OF TEXAS
CORPORATION FOR SALE,	§	
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN WALLER COUNTY	§	

APPLICANT'S FOURTH AND FINAL MONTHLY STATUS REPORT

COMES NOW, G & W Water Supply Corporation (G&W; Applicant), and files this Applicant's Third Monthly Status Report and respectfully show the following:

I. BACKGROUND

On September 21, 2020, Kickapoo Fresh Water Supply District (Kickapoo) and G&W Water Supply Corporation (G&W) (collectively, Applicants) filed an application for approval of the sale, transfer, or merger of facilities and certificate rights in Waller County. The requested area includes approximately 495 acres and 50 connections (Area). Currently, the Area is dually certificated under certificate of convenience and necessity (CCN) No. 12391 held by G&W and under CCN No. 13204 held by Kickapoo.

On February 25, 2021, the Administrative Law Judge issued Order No. 6 approving the sale and authorizing the transaction between G&W and Kickapoo to proceed and be consummated. Order No. 6 requires the Applicants to file monthly updates regarding the status of the closing until the transaction is consummated.

II. FOURTH AND FINAL MONTHLY STATUS REPORT

Following Order No. 6, certain actions must be completed to consummate the transaction between G&W and Kickapoo. As of this date, Kickapoo has provided a current customer list to G&W customer deposit from Kickapoo have been addressed. Kickapoo has provided G&W with a spreadsheet showing current account balances (debits and credits). Kickapoo met on April 15, 2021, and the District was dissolved. The Final Order of Dissolution of Kickapoo Fresh Water Supply District has been recorded. A copy is attached as Exhibit A. The Utility Conveyance to the Kickapoo Preserve Community Association has been executed and recorded. A copy is attached as Exhibit B. The Bill of Sale and Assignment has been

executed and recorded. A copy is attached as Exhibit C. The Amended Information Form of Kickapoo Fresh Water Supply District of Waller County has been executed and recorded. As copy is attached as Exhibit D.

The Financing Agreement and Wholesale Water Contract has automatically terminated pursuant to the Contract for Purchase.

III. CONCLUSION AND PRAYER

The Applicants respectfully request that this Status Report be accepted and noted by the Administrative Law Judge in compliance with Order No. 6.

Dated: June 24, 2021

Respectfully submitted,

Mary K. Sahs

Mary K. Sahs
State Bar No. 17522300

Mary K. Sahs, P.C.
P.O. Box 40970
Austin, Texas 78704
(512) 585-1705 phone
(512) 597-2516 facsimile
marysahs@.sahslaw.com

ATTORNEY FOR G&W WATER
SUPPLY CORPORATION

DOCKET NO. 51353

CERTIFICATE OF SERVICE

I certify that notice of the filing of this document was provided to all parties of record via electronic mail on June 24, 2021, in accordance with the Order Suspending Rules, issued in Project No. 50664.

Mary K. Sahs

Mary K. Sahs

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

I, the undersigned officer of the Board of Directors of Kickapoo Fresh Water Supply District of Waller County, hereby certify as follows:

1. The Board of Directors of Kickapoo Fresh Water Supply District of Waller County convened in regular session on April 15, 2021, and the roll was called of the members of the Board:

Dr. Sukhjinder Dhothar	President
Ms. Carole Franklin, Ph.D.	Vice President
Mr. Paul Thoman	Secretary
Ms. Susan "Susie" Higley	Assistant Vice President
Mr. Gregory A. Dillman	Assistant Secretary

and all of said persons were present, at the meeting: a written

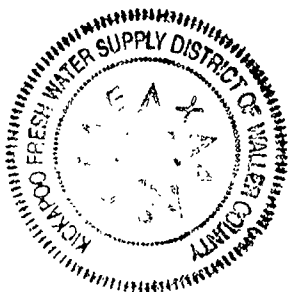
FINAL ORDER OF DISSOLUTION OF KICKAPOO FRESH WATER SUPPLY DISTRICT


was introduced for the consideration of the Board. It was then duly moved and seconded that the order be adopted, and, after due discussion, the motion, carrying with it the adoption of the order, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the order has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the order would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED on April 15, 2021.

(SEAL)




Secretary, Board of Directors

RECORDER'S MEMORANDUM
Name is Not Legibly Typed or Printed
Immediately Under the Signature

FINAL ORDER OF DISSOLUTION
KICKAPOO FRESH WATER SUPPLY DISTRICT

WHEREAS, Kickapoo Fresh Water Supply District (the "District") was created for the purpose, among others, of providing water, sewer, drainage, and roads to the land located within its boundaries; and

WHEREAS, the Board of Directors (the "Board") has not authorized any bonds, notes, or other obligations or lent the District's credit in another form and has no other indebtedness; and

WHEREAS, the District entered into that certain Contract for Purchase dated April 29, 2020 by and between the District (the "Contract"), G&W Water Supply Corporation ("G&W"); New Waverly Sounds Investments, LLC ("New Waverly"); and Spring Preserve Water Company, LLC ("Spring Preserve"); and

WHEREAS, the Board has determined that the proposed undertaking in the District is impracticable and cannot be successfully or beneficially accomplished; and

WHEREAS, the Board has held a hearing on a proposal to dissolve the District, and all interested persons were heard at said hearing and all evidence considered; and

WHEREAS, the hearing was properly noticed as required by Section 51.782 of the Texas Water Code; and

WHEREAS, upon the dissolution of the District, the Contract provides for an automatic termination of the Financing Agreement between New Waverly and the District, as well as the Wholesale Water Contract between Spring Preserve and the District, as further described therein; and

WHEREAS, the Contract provides that all of the District's retail water facilities be conveyed to G&W upon the District's dissolution pursuant to that certain Bill of Sale and Assignment dated April 15, 2021; and

WHEREAS, the District and the Kickapoo Preserve Community Association (the "HOA") entered into the certain Utility Conveyance dated April 15, 2021 that conveys all of the District's storm sewer facilities to the HOA for ownership, operation, and maintenance upon the District's dissolution; and

WHEREAS, the Board has unanimously determined that the best interests of the persons and property in the District will be served by dissolving the District; and

WHEREAS, pursuant to Section 51.786 of the Texas Water Code, the Board appointed Harry Thompson as trustee (the "Trustee") to close out the affairs of the District; and

WHEREAS, Chapter 51, Subchapter P of the Texas Water Code authorizes the Board to dissolve the District under the above described circumstances; now, therefore

BE IT ORDERED BY THE BOARD OF DIRECTORS OF KICKAPOO FRESH WATER SUPPLY DISTRICT THAT:

Section 1. The facts and findings recited in the preamble are found to be true and correct.

Section 2. Harry Thompson was duly appointed as Trustee pursuant to Section 51.786 of the Texas Water Code to ensure all assets of the District have been reduced, and to apply such assets to discharge any outstanding obligations of the District.

Section 3. The District has no remaining funds or assets requiring a distribution upon this Final Order of Dissolution. The District's retail water facilities have been conveyed to G&W by the District, and the District's storm sewer facilities have been conveyed to the HOA by the District. The District's financial assets have been conveyed in full as well. All outstanding District contracts and agreements have been terminated. Notice has been duly sent to all parties with contracts with the District of this meeting and Public Hearing.

Section 4. The Trustee has ensured all assets of the District have been reduced, and applied such assets to discharge the outstanding obligations of the District. The Trustee is hereby discharged as all obligations of the District have been paid and the Trustee's account has been verified and settled.

Section 5. Any director is authorized and directed, in the name of and on behalf of the District, to take such actions and to execute and deliver such certificates, agreements, instruments, notices and documents, or to effect any necessary filings (including, but not limited to, with the Texas Commission on Environmental Quality) with any and all appropriate regulatory authorities, state and federal, as may be required or as any such director and/or consultant may deem necessary, advisable or proper to carry out the transactions contemplated by, and the purposes and intents of, this Order. All such actions shall be performed in such manner, and all such certificates, instruments, notices and documents to be executed and delivered in such form, as the director and/or consultant performing or executing the same shall approve, the performance or execution thereof by such director and/or consultant to be conclusive evidence of the approval thereof by such director and/or consultant and by the Board.

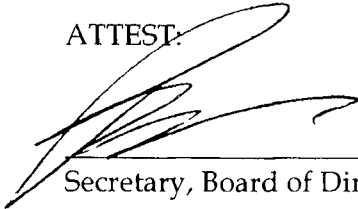
Section 6. The District's attorneys, Allen Boone Humphries Robinson LLP, are authorized to do any and all other things necessary and proper in connection with dissolving the District.

Section 7 All actions heretofore taken by the directors of the District with respect to the foregoing are in all respects approved, confirmed and ratified.

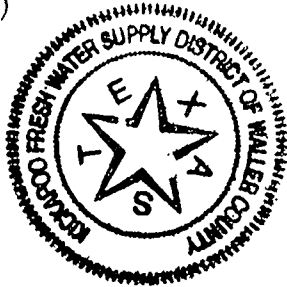
Section 8. This Order shall be effective from and after its adoption.

PASSED AND APPROVED the 15th day of April, 2021.

ATTEST:


Secretary, Board of Directors
President, Board of Directors

(SEAL)



FILED AND RECORDED

Instrument Number: 2105875

Filing and Recording Date 05/25/2021 11 15.48 AM Pages 5 Recording Fee \$28.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan, County Clerk
Waller 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.

CSC, Deputy

Returned To
ALLEN BOONE HUMPHRIES ROBINSON
3200 SOUTHWEST FREEWAY SUITE 2600
HOUSTON, TX 77027

UTILITY CONVEYANCE

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 COUNTY OF WALLER §

Kickapoo Freshwater Supply District (the "District") has constructed certain improvements, structures, and facilities designed to provide storm sewer and/or drainage facilities to serve areas within or near the District's boundaries Kickapoo Preserve Community Association (the "HOA"). For and in consideration of the sum Ten Dollars and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District does hereby convey, transfer, and deliver to the HOA, its successors and assigns, those certain facilities described as follows:

Those certain storm sewer facilities, and all related appurtenances, to serve Kickapoo Preserve, Section One (except any detention ponds) constructed to date on behalf of the District pursuant to the construction contract ("Construction Contract") between the District and Terbo Construction, L.P. ("Contractor") dated November 12, 2008, which facilities are located within or near the boundaries of the District, and together with any, structures, storm sewer mains, inlets, manholes, pipes, fittings, connection, laterals, easements, drainage swales within easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, as more particularly shown on **Exhibit A** (the "Facilities"). Some or all of the Facilities are located within or near the land shown on the plat that is recorded under 1001751 in the Official Public Records of Waller County, Texas.

The District constructed the Facilities, and is conveying the Facilities to the HOA in exchange for the HOA's continuing obligation to operate and maintain such Facilities in a good and workmanlike manner.

The District hereby assigns to the HOA all rights (including, without limitation, all rights under the Construction Contract, to the extent the Construction Contract allows assignment of such rights), owned or acquired by the District for the Facilities. Notwithstanding any provision hereof, this Utility Conveyance shall not be construed to limit or modify any indemnity obligations, or any other obligations, that Contractor, or its surety, may otherwise have to the District or to any other party under the Construction Contract. The HOA hereby agrees by its acceptance of this conveyance to own, operate, and maintain the Facilities.

This Utility Conveyance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the HOA executes this instrument.

KICKAPOO FRESH WATER SUPPLY DISTRICT

By: [Signature]
 Name: Dr. Sukhjinder Dhotter
 Title: President, Board of Directors
 Date: 4-15-2021

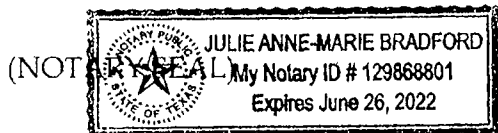
ATTEST:

By: [Signature]
 Name: Paul Thomas
 Secretary, Board of Directors

THE STATE OF TEXAS §
 COUNTY OF TARRANT §

²⁰²¹ This instrument was acknowledged before me on the 15 day of April, 2020, by Dr. Sukhjinder Dhotter as President, of the Board of Directors of Kickapoo Freshwater Supply District, a political subdivision of the State of Texas, on behalf of said political subdivision.

[Signature]
 Notary Public, State of Texas



To the extent any of the Facilities herein are determined to be owned by **NEW WAVERLY SOUND INVESTMENTS, LLC**, a Texas limited liability company ("New Waverly"), New Waverly does hereby consent and agree to the terms of this Utility Conveyance, and is expressly obligated to fulfill any of the obligations required for the Facilities' complete conveyance to the HOA. New Waverly acknowledges that it has funded the costs associated with the design, engineering, and construction of the Facilities, and is expressly waiving any right to reimbursement for such Facilities as of the effective date of this Utility Conveyance.

**NEW WAVERLY SOUND
INVESTMENTS, LLC,**
a Texas limited liability company

By: [Signature]

Name: Rajan Shandawa

Title: Manager Member

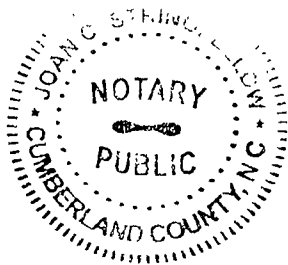
THE STATE OF TEXAS

COUNTY OF

North Carolina §
Cumberland §
§

This instrument was acknowledged before me on the 10 day of May, 2021, by Rajan Shandawa, Manager Member of NEW WAVERLY SOUND INVESTMENTS, LLC, a Texas limited liability company, on behalf of said limited liability company.

(NOTARY SEAL)



[Signature]
Notary Public, State of Texas North Carolina
April 10, 2025

The HOA hereby accepts this Utility Conveyance. Such HOA acceptance is effective as of the later of: (i) the date that the District executes this instrument; or (ii) the date that the HOA executes this instrument.

Kickapoo Preserve Community Association

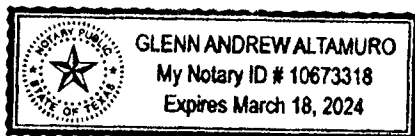
By: J. Washburn
Name: Traci Washburn
Title: President - Kickapoo Preserve HOA
Date: 5-6-2021

ATTEST:

By: _____
Name: _____

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the 6TH day of MAY 2021, by TRACI WASHBURN as PRESIDENT of the Kickapoo Preserve Community Association, on behalf of Kickapoo Preserve Community Association.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

Kickapoo Rd

FILED AND RECORDED

Instrument Number: 2105876

Filing and Recording Date 05/25/2021 11 15 48 AM Pages 6 Recording Fee \$32 00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller 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

CSC, Deputy

Returned To
ALLEN BOONE HUMPHRIES ROBINSON
3200 SOUTHWEST FREEWAY SUITE 2600
HOUSTON, TX 77027

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BILL OF SALE AND ASSIGNMENT

STATE OF TEXAS §
 §
 COUNTY OF WALLER §

Kickapoo Freshwater Supply Distric, a water conservation and improvement district organized and empowered under Article XVI, Section 59 of the Texas Constitution and governed by Chapter 51 of the Texas Water Code ("Grantor"), for and in consideration of the sum of ten and no/100 dollars (\$10.00) cash and other good and valuable consideration paid to Grantor by G & W Water Supply Corporation, a Texas non-profit water supply corporation ("Grantee"), the receipt and sufficiency of which is hereby acknowledged, hereby grants, sells, assigns, and conveys unto Grantee, those assets associated with Grantor's water facilities (the "Water Facilities"), such assets described as follows:

1. Real or Personal Property: Those certain water facilities, and all related appurtenances, to serve Kickapoo Preserve, Section One (except any detention ponds, any storm sewer facilities, any drainage channels, and any non-potable water facilities) constructed to date on behalf of the District pursuant to the construction contract between the District and Terbo Construction, L.P. dated November 12, 2008, which facilities are located within or near the boundaries of the District, and together with any distribution lines, collection lines, water mains, water meters, valves, pipes, fittings, fire hydrants, flushing valves, connections, meter boxes, water services, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, as more particularly shown on Exhibit A. Some or all of the Water Facilities are located within or near the land shown on the plat that is recorded under 1001751 in the Official Public Records of Waller County, Texas.
2. Property Agreements: all of Grantor's right, title, and interests, to the extent Grantor's interests are assignable, in and to any pipeline easements, water line easements, sanitary control easements, public utility easements, and all ingress/egress easements to utility facilities,

to the extent such easements exist, and are associated with the Water Facilities.

3. Intangibles and Other Miscellaneous Rights: all of Grantor's right, title, and interest in and to all (i) plans, models, drawings, specifications, surveys, engineering reports, and other technical descriptions or materials that are in the possession of Grantor or its representatives (the "Plans"); (ii) licenses, permits, franchises, and similar rights issued by any federal, state, or local authority and associated with the Water Facilities (the "Permits"); and (iii) all other rights associated with the Water Facilities (the "Intangibles").

IN WITNESS WHEREOF, the undersigned parties have executed this assignment in multiple original counterparts on the date indicated by each party's signature, but effective this 15th day of April, 2021 (the "Effective Date"), and acknowledging that their governing bodies authorized execution of this assignment.

[SIGNATURE PAGES FOLLOW]

KICKAPOO FRESH WATER SUPPLY
DISTRICT

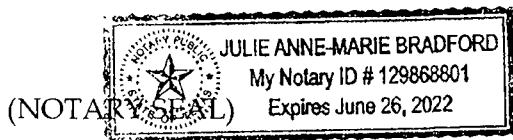
By: [Signature]
Name: Dr. Sukhjinder Dhotter
Title: President, Board of Directors
Date: 4-15-21

ATTEST:

By: [Signature]
Name: Paul Thoman
Secretary, Board of Directors

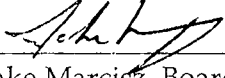
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 15 day of April, 2021, by Sukhjinder Dhotter as President, and Paul Thoman as Secretary of the Board of Directors of **KICKAPOO FRESHWATER SUPPLY DISTRICT**, a political subdivision of the State of Texas, on behalf of said political subdivision.



[Signature]
Notary Public, State of Texas

G & W WATER SUPPLY CORPORATION
a Texas non-profit water supply corporation

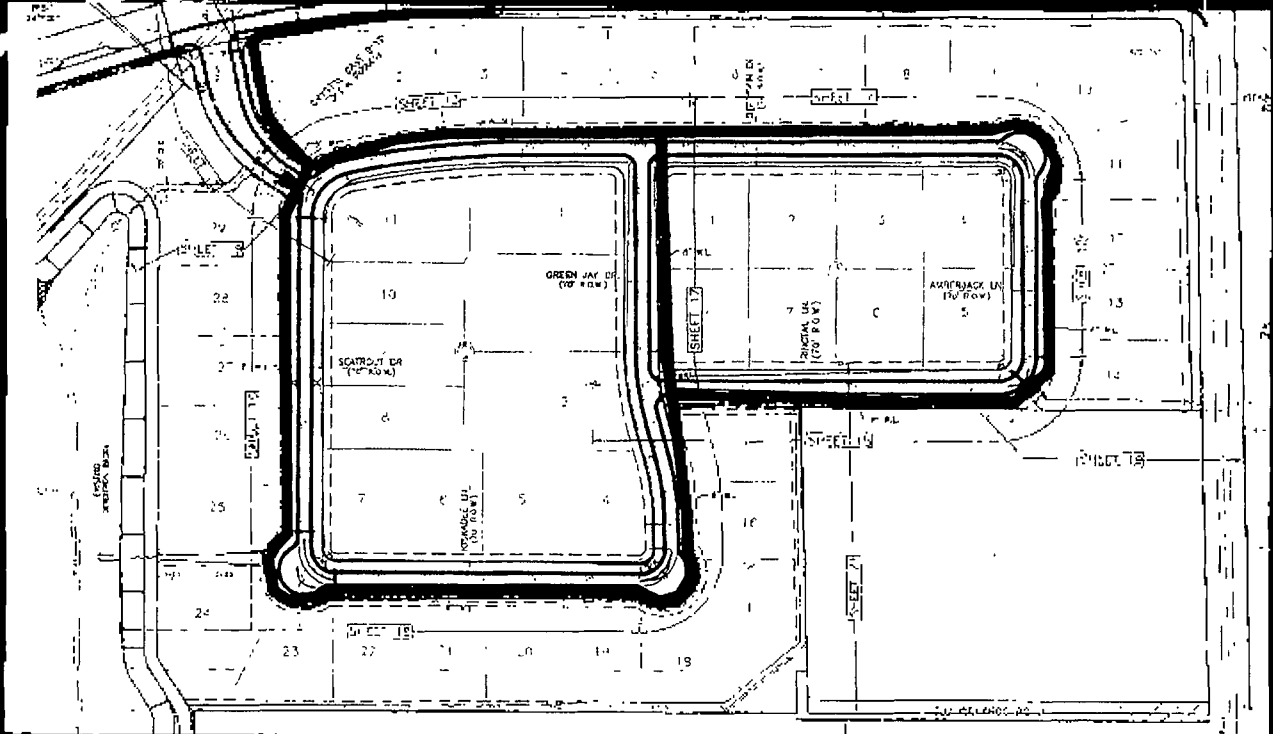
by: 
Jake Marcisz, Board President

Date: 5/12/21

Existing
Water Plant

EXHIBIT A

HEGAR PKWY.



Kickapoo FWSD Of Waller County Water Line Exhibit

Water Plant

8" Water Line

Kickapoo Rd.

FILED AND RECORDED

Instrument Number: 2105873

Filing and Recording Date: 05/25/2021 11:15 48 AM Pages 6 Recording Fee \$32.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller 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

CSC, Deputy

Returned To:
ALLEN BOONE HUMPHRIES ROBINSON
3200 SOUTHWEST FREEWAY SUITE 2600
HOUSTON, TX 77027

AMENDED INFORMATION FORM OF
KICKAPOO FRESH WATER SUPPLY DISTRICT OF WALLER COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF WALLER §

We, the undersigned, constituting a majority of the members of the Board of Supervisors of KICKAPOO FRESH WATER SUPPLY DISTRICT OF WALLER COUNTY (the "District"), do hereby make, execute and affirm this Information Form in compliance with TEXAS WATER CODE § 49.452 and § 49.455 and 30 TEXAS ADMIN. CODE § 293.92. We do hereby certify as follows:

1. Effective at 12:01 a.m. on April 16, 2021, the District was dissolved.
2. As of such date, a Notice to Purchasers is no longer required by Texas Water Code, Section 49.452, as amended, to be furnished by a seller to a purchaser of real property in the District as the District no longer exists.

WITNESS OUR HANDS this 15th day of April, 2021.

Dr. Sukhjinder Dhether
Dr. Sukhjinder Dhether
President, Board of Directors

Carole E. M. Franklin
Carole E. M. Franklin
Vice President, Board of Directors

Paul Thoman
Paul Thoman
Secretary, Board of Directors

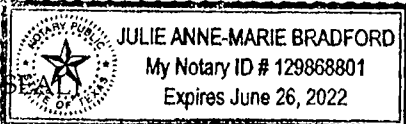
Susan L. Higley
Susan L. Higley
Assistant Vice President and Assistant
Secretary, Board of Directors

Gregory Dillman
Gregory Dillman
Assistant Secretary, Board of Directors

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Dr. Sukhjinder Dhether, Carole E. M. Franklin, Paul Thoman, Susan L. Higley, and Gregory Dillman known to me to be the persons and officers whose names are subscribed to the foregoing instrument and affirmed and acknowledged that said instrument is correct and accurate to the best of their knowledge and belief, and that they executed the same for the purposes and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of April, 2021.

(NOTARY SEAL)  JULIE ANNE-MARIE BRADFORD
My Notary ID # 129868801
Expires June 26, 2022

Julie Anne-Marie Bradford
Notary Public, State of Texas

AFTER RECORDING, return to: Kickapoo Fresh Water Supply District of Waller County, c/o Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027, Attention: Anne-Marie Bradford.

FILED AND RECORDED

Instrument Number: 2105874

Filing and Recording Date 05/25/2021 11:15:48 AM Pages: 2 Recording Fee \$16.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan, County Clerk
Waller County, Texas

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CSC, Deputy

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HOUSTON, TX 77027