



Control Number: 51453



Item Number: 31

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PUC Docket No. 51453

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STATE OF TEXAS

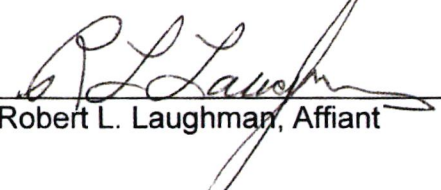
COUNTY OF HARRIS

SELLER'S AFFIDAVIT OF CLOSING

I, Robert L. Laughman, certify that I am the president of Aqua Utilities, Inc., whose certain assets are being sold to Aqua Texas, Inc. through a Water Code §13.301 sale as more specifically described in the §13.301 application for same assigned Public Utility Commission of Texas ("PUC") Docket No. 51453. The sale and transfer of the utility assets closed on April 30, 2021. Management and control of the utility system transferred on April 30, 2021 at 12:00 midnight. Both events occurred after receipt of the April 15, 2021 Order No. 10 Approving Sale and Transfer to Proceed issued by the PUC in Docket No. 51453 authorizing the parties to close this transaction.

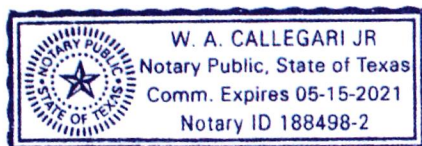
Customer deposits were transferred from Buyer to Seller in connection with the closing. These customer deposits will be held by Aqua Texas, Inc. for fiduciary management and refund in due course of business under the Public Utility Commission of Texas Rules.


Aqua Utilities, Inc. consents to the transfer of assets that is the subject of this application to Aqua Texas, Inc. By affixing my authorized signature below, Aqua Utilities, Inc. grants to Aqua Texas, Inc. an irrevocable power of attorney to undertake all actions necessary to effectuate the asset transfer, including, but not limited to executing all necessary consent documents on behalf of Aqua Utilities, Inc.


Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, President of Seller, Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on April 30, 2021.

SEAL




Notary Public, State of Texas
Print name: W A Callegari, Jr.
Commission expires: 5-15-21

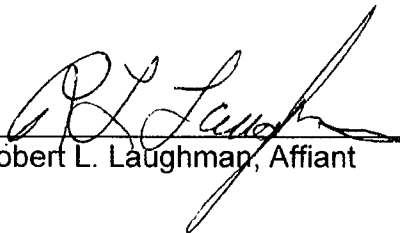
STATE OF TEXAS

COUNTY OF HARRIS

BUYER'S AFFIDAVIT OF CLOSING

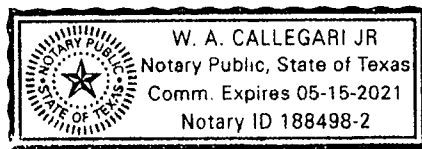
I, Robert L. Laughman, certify that I am the president of Aqua Texas, Inc., the purchaser of certain assets of Aqua Utilities, Inc. through a Water Code §13.301 sale as more specifically described in the §13.301 application for same, which was assigned Public Utility Commission of Texas ("PUC") Docket No. 51453. The sale and transfer of the utility assets closed on April 30, 2021. Management and control of the utility systems transferred on April 30, 2021 at 12:00 midnight. Both events occurred after receipt of the April 15, 2021 Order No. 10 Approving Sale and Transfer to Proceed issued by the PUC in Docket No. 51453 authorizing the parties to close this transaction.


Customer deposits were transferred from Buyer to Seller in connection with the closing. These customer deposits will be held by Aqua Texas, Inc. for fiduciary management and refunded in due course of business under the Public Utility Commission of Texas rules.


Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, President of Buyer, Aqua Texas, Inc. before the undersigned notary public in witness of which I place my hand and seal on April 30, 2021.

SEAL




Notary Public, State of Texas
Print name: W A Callegari, Jr.
Commission expires: 5-15-21

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION

BETWEEN AQUA UTILITIES, INC. AND AQUA TEXAS, INC.

THIS BILL OF SALE, ASSIGNMENT, AND ASSUMPTION (“Bill of Sale”) dated and effective the 30th day of April, 2021 runs from **Aqua Utilities, Inc.** (“Aqua Utilities”), a Texas corporation to **Aqua Texas, Inc.** (“Aqua Texas”), a Texas corporation. Aqua Utilities and Aqua Texas are collectively referred to herein as “Parties”.

WITNESSETH

WHEREAS, Aqua Utilities and Aqua Texas have previously entered into a Plan and Agreement of Asset Transfer (the “Plan of Transfer”) under which Aqua Utilities will transfer and Aqua Texas will acquire all of Aqua Utilities’ assets within the State of Texas that are used and useful in the provision of water services (“Water System Business”);

WHEREAS, the specific assets of the Water System Business encompassed in this Bill of Sale are located in Bandera County; are referred to herein as “Water System Assets,” and are registered with the TCEQ as PWS 0100030;

WHEREAS, Aqua Texas has agreed to assume certain liabilities of the Water System Business (collectively “Assumed Liabilities”) within the State of Texas;

WHEREAS, Aqua Utilities is presently executing and delivering this Bill of Sale to Aqua Texas for the purpose of conveying all of the right, title and interest currently held by Aqua Utilities in and to the Water System Assets to Aqua Texas and transferring the Assumed Liabilities to Aqua Texas; and

WHEREAS, Aqua Texas is presently executing and accepting this Bill of Sale from Aqua Utilities for the purpose of receiving all of the right, title and interest currently held by Aqua Utilities in the Water System Assets and assuming the Assumed Liabilities in Bandera County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Aqua Utilities hereby grants, sells, conveys, assigns, transfers, sets over to and vests in Aqua Texas, its successors and assigns all of Aqua Utilities’ rights, title and interest, legal and equitable, in and to all of the intangible rights and tangible personal property that are used and useful in the Water System Business, including but not limited to the Water System Assets, to have and to hold the same forever.

2. Aqua Utilities hereby makes and appoints Aqua Texas, its successors and assigns, as a true and lawful agent and attorney of Aqua Utilities with full power of substitution, in the same stead as Aqua Utilities, but on behalf of and for the benefit of Aqua Texas, to demand and receive all of the assets of the Water System Business, including but not limited to the Water System Assets, which are not in the possession or under the exclusive control of Aqua Utilities, and to give receipts and releases for and in respect of the sale, and any part thereof, and from time to time to institute in Aqua Utilities' name or in the name of Aqua Texas, and their successors and assigns, as the authorized legal attorney of and for Aqua Utilities, for the benefit of Aqua Texas, its successors and assigns and at the expense of Aqua Texas, any and all proceedings at law, equity or otherwise, which Aqua Texas may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, transferred, sold, conveyed, or assigned, or intended so to be, and to do all acts and things in relation to such assets transferred hereunder which Aqua Texas deems desirable. Aqua Utilities hereby declares that the foregoing powers are coupled with interests and are and shall be irrevocable by Aqua Utilities or by the dissolution of Aqua Utilities in any manner or for any reason whatsoever.

3. Aqua Texas assumes and agrees to perform and discharge all the Assumed Liabilities in Bandera County, as provided in the Plan of Asset Transfer.

4. The Parties, their successors and assigns agree that from time to time as needed after the execution of this Bill of Sale, upon the request of the other Party and without payment of further consideration, to perform, execute, acknowledge, and deliver, all and every act, conveyance, transfer, assignment or assurance as may be reasonably required to more effectively convey, transfer or vest in Aqua Texas any of the Water System Assets or Assumed Liabilities within Bandera County, or to otherwise put into effect the intent and purpose of the Plan of Transfer, including but not limited to real property deeds and conveyances. The Party making such request shall assume all costs arising from the request and shall reimburse the other Party for its reasonable costs in complying with such request.

5. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any other person, firm, corporation, or business entity, other than the Parties and their successors and assigns, any remedy or claim under or by reason of this instrument or any provision, covenant, condition, or promise herein. This Bill of sale is for the sole and exclusive benefit of the Parties, their successors and assigns.

6. This Bill of Sale is governed by and shall be enforced in accordance with the laws of the State of Texas.

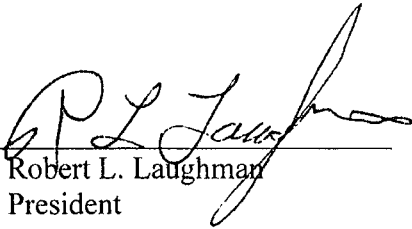
7. The assets transferred by this Bill of Sale shall include but not be limited to the following items in Bandera County:

- a. All the land, buildings, pipes, pipelines, water mains, sewer mains, lift stations, treatment plants, wells, pumping stations storage tanks, standpipes, fire hydrants, structures, improvements, fixtures, rights of way, rights, uses, licenses, and easements owned by Aqua Utilities or in which Aqua Utilities has an interest, and all hereditaments, tenements, and appurtenances belonging or appertaining thereto which relate to the Water System Business;

- b. All of the underground water, percolating water, artesian water, and any other water from any depths and reservoirs, formations, depths, and horizons beneath the surface of the Water System Business property in which Aqua Utilities has an interest;
- c. All supplies and inventories related to the Water System Business;
- d. All rights of Aqua Utilities under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, surface water right, surface water permit, groundwater right, groundwater permit, groundwater conservation district right, groundwater conservation district permit, discharge right, discharge permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating in any way to the Water System Business, including all active and inactive accounts, if any, and all agreements with third parties regarding the provision of retail or wholesale water and the provision of resale or wholesale wastewater treatment services;
- e. All rights and choses in action of Aqua Utilities relating to the Water System Business and Water System Assets, arising out of the occurrences before and/or after the date of this conveyance, including but not limited to those associated with adverse possession and ownership of the real and personal property of the Water System Business and Water System Assets;
- f. All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists and property records in any way related to the Water System Business; and
- g. All of Aqua Utilities' interest in all of the personal property owned and/or controlled by Aqua Utilities associated with the operation and/or ownership of Water System Business, including without limitation Aqua Utilities' interests in any customer records, business records, applications for licenses, permits or other related governmental authorizations, all business goodwill (including the right to do business under the various names of the water facilities and systems which are part of the Water System Business).

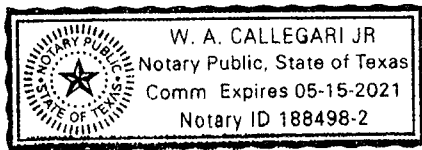
IN WITNESS WHEREOF, the Parties have set their hands this day and year first noted above with the intention of being legally bound by its terms.

AQUA UTILITIES, INC.


By: 
Name: Robert L. Laughman
Title: President

State of Texas
County of Harris

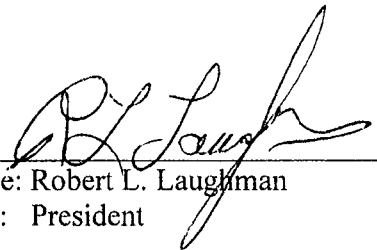
ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L Laughman, President of Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on this April 30, 2021.



SEAL


Notary Public, State of Texas
Print name: W A Callegari Jr.
Commission expires: 5-15-21

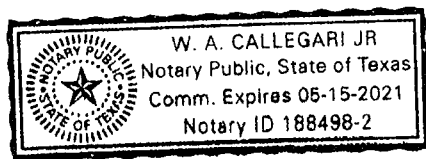
AQUA TEXAS, INC.


By: 
Name: Robert L. Laughman
Title: President

State of Texas
County of Harris

ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L Laughman, President of Aqua Texas, Inc. before the undersigned notary public in witness of which I place my hand and seal on this April 30, 2021.

SEAL




Notary Public, State of Texas
Print name: W A Callegari Jr.
Commission expires: 5-15-21

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 OF YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: April 30, 2021

Grantor: Aqua Utilities, Inc., d/b/a Aqua Texas, Inc.
Grantor's Mailing Address:

1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Travis County

Grantee: Aqua Texas, Inc.
Grantee's Mailing Address:

1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Travis County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

All real property situated in Bandera County used by Grantor or useful to Grantee in providing water and/or wastewater services in PWS 0100030, specifically including but not limited to the real property referenced in the attached "Schedule 1" which is incorporated herein by reference.

Property includes but is not limited to the following:

All the personal property located in or on and used in the enjoyment of said Property or in the provision of water or wastewater utility services;

All validly existing easements, rights-of-way, and prescriptive rights associated with said real property, personal property, and easements, whether of record or not;

All sewer lines, lift stations, wastewater treatment plants, manholes, etc., which are used or useful, reasonable or necessary to provide sewer services in accordance with applicable law;

All water lines, service lines, mains, meters, storage tanks, pumps, etc., which are used or useful, reasonable or necessary to provide water services in accordance with applicable law;

All groundwater, underground water, percolating water, artesian water, and other waters from any and all reservoirs, formations, depths, and horizons beneath the surface of the earth in and under or that may be produced from the Property;

All rights, claims, and privileges which may exist for the Property and any associated real property, personal property, easements, and choses in action which arise through prescription, which are owned, possessed or held by Grantor, Grantor's predecessors in title and Grantor's predecessors by merger, pursuant to any and all applicable laws and statutes, including but not limited to those in the Texas Civil Practice and Remedies Code, and those related to the legal concept of "stacking" the limitations periods of prior claimants;

All rights, claims, and privileges, which may exist for the Property and any associated real property, personal property, easements, and choses in action which arise through adverse possession, which are owned, possessed or held by Grantor, Grantor's predecessors in title and Grantor's predecessors by merger, pursuant to any and all applicable laws and statutes, including but not limited to those in Texas Civil Practice and Remedies Code, and those related to the legal concept of "stacking" the limitations periods of prior claimants.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:


Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

[Signatures appear on succeeding pages]

Aqua Utilities, Inc., d/b/a Aqua Texas, Inc.

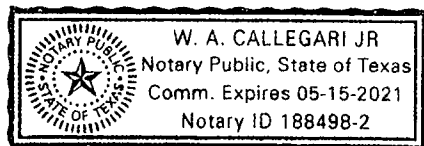

Robert L. Laughman, President


STATE OF TEXAS §

COUNTY OF HARRIS §

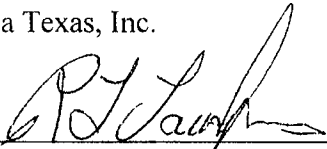
Before me, W. A. Callegari, Jr., on this day personally appeared Robert L. Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Aqua Utilities, Inc., a Texas corporation d/b/a Aqua Texas, Inc., for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of April, 2021.




Notary Public, State of Texas
My commission expires: 5-15-21

Aqua Texas, Inc.

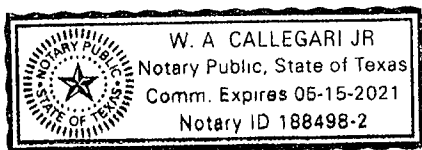

Robert L. Laughman, President


STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, W. A. Callegari, Jr., on this day personally appeared Robert L. Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Aqua Texas, Inc., a Texas corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 30th day of April, 2021.




Notary Public, State of Texas

My commission expires: 5-15-21

SCHEDULE 1

TO THE SPECIAL WARRANTY DEED FROM

AQUA UTILITIES, INC. TO AQUA TEXAS, INC.

WELL TRACT NO. ONE (1): Lot 39, of Rio Vista Ranch, a subdivision in Bandera County, Texas recorded in Volume 3, Page 11, of Map and Plat Records of Bandera County, Texas; such tract commonly referred to as Blue Medina Well #1; being the same property described in the warranty deed dated August 12, 1991 from Helotes Land Company to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 645 of the Real Property Records of Bandera County, Texas; also described in the quitclaim deed dated January 22, 1992 from Calvin Vick to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 637 of the Real Property Records of Bandera County, Texas.

WELL TRACT NO. TWO (2): Easement Interest in a portion of the S.E. corner of Lot 313A, a subdivision of Lot 37 of Medina River Ranch, a subdivision of record in Bandera County, Texas, recorded in Volume 3, Page 14, of the Map and Plat Records of Bandera County, Texas; such tract commonly referred to as Blue Medina Well #2; being the same property described in the quitclaim deed dated January 22, 1992 from Calvin Vick to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 637 of the Real Property Records of Bandera County, Texas.

WELL TRACT NO. THREE (3): Being 0.014 acres of land, more or less as shown on the plat for Medina River Ranch, a subdivision in Bandera County, Texas recorded in Volume 3, Page 14, of the Map and Plat Records of Bandera County, Texas; such tract commonly referred to as Blue Medina Well #3; being the same Lot 63 described in the plat of Medina River Ranch, LESS and EXCEPT the 3.242 acres of land, more or less more particularly described on Exhibit "A" attached hereto; being a portion of the 3.242 acre tract described as Lot 63 in the quitclaim deed dated January 22, 1992 from Calvin Vick to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 637 of the Real Property Records of Bandera County, Texas.

WELL #3 EASTERN EASEMENT: A 25 ft. Easement across a portion of Lot 63, Medina River Ranch, a subdivision in Bandera County, Texas recorded in Volume 3, Page 14, of the Map and Plat Records of Bandera County, Texas; said easement reserved in a deed dated October 1, 1971 from Calvin Vick et al to Irma N. Paul recorded at Vol. 144, Sec. 500 of the Deed Records of Bandera County, Texas; and also described in an easement dated August 26, 1991 from Calvin Vick et al to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 648 of the deed records of Bandera County, Texas; such easement more particularly described in Exhibit "B" attached hereto.

SCHEDULE 1

TO THE SPECIAL WARRANTY DEED FROM

AQUA UTILITIES, INC. TO AQUA TEXAS, INC.

WELL #3 NORTHERN EASEMENT: A 25 ft. Easement across a portion of Lot 63, Medina River Ranch, a subdivision in Bandera County, Texas recorded in Volume 3, Page 14, of the Map and Plat Records of Bandera County, Texas; said easement reserved in a deed dated October 1, 1971 from Calvin Vick et al to Irma N. Paul recorded at Vol. 144, Sec. 500 of the Deed Records of Bandera County, Texas; and also described in an easement dated August 26, 1991 from Calvin Vick et al to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 648 of the deed records of Bandera County, Texas; such easement more particularly described in Exhibit "B" attached hereto.

WELL TRACT NO. FOUR (4): Lot 151A, Medina River Ranch, a subdivision in Bandera County, Texas recorded in Volume 3, page 14, of the Map and Plat Records of Bandera County Texas; commonly referred to as Blue Medina Well #4; being the same property described in the warranty deed dated August 12, 1991 from Calvin Vick to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 641 of the Real Property Records of Bandera County, Texas. And being the same property described in the quitclaim deed dated January 22, 1992 from Calvin Vick to Blue Medina Water Supply Corporation recorded at Vol. 362, Pg. 637 of the Real Property Records of Bandera County, Texas.

SCHEDULE 1

TO THE SPECIAL WARRANTY DEED FROM
AQUA UTILITIES, INC. TO AQUA TEXAS, INC.

EXHIBIT "A" – SAVE AND EXCEPTED FROM WELL TRACT NO. 3

Field Notes for 3.242 acres of land out of Sur. No. 25, San Geronimo Irr. Co., and being Tract No. 63, Medina River Ranch, Bandera County, Texas.

Beginning at the S.W. corner of Tract No. 64, on the North line of River Trail.
Thence N 1°17' E 259.7' along the west line of Tract No. 64 to the S.E. cor. of
Water Well Tract 0.014 acre.

Thence with 3 lines of well tract as follows:

N 88°43' W 25.00'; N 28°43' W 9.68'; N 31° 21' E 25.00' to the North cor. of
said Water Well Tract on the S.W. line of Tract No. 77.

Thence N 58° 39' W 266.55' along the S.W. line of Tract No. 77 to its West cor.
on the S.E. line of Oak Ridge Road.

Thence along the S.E. line of said Road as follows:

S 31°20' W 60.60'; S 47°13' W 302.44' to the North line of River Trail.

Thence along the north line of River Trail as follows:

S 40°06' E 112.10'; S 69°01' E 291.40'; N 82°46' E 148.67' to place of
beginning.

SCHEDULE 1
TO THE SPECIAL WARRANTY DEED FROM
AQUA UTILITIES, INC. TO AQUA TEXAS, INC.

EXHIBIT "B"

WELL #3 EASTERN EASEMENT

Field Notes for 25.00' easement along the East side of Tract No. 63, Medina River Ranch, Bandera County, Texas.

Beginning at the S.E. cor. Of Tract No. 63, on the North line of River Trail.

Thence N 1°17' E 259.70' with the East line of Tract No. 63 to the S.E. corner of Water Well Tract.

Thence N 88°43' W 25.00' to the S.W. cor. of Water Well Tract.

Thence S 1°17' W 263.44' to the North line of River Trail.

Thence N 82°46' E 25.28' with the North line of River Trail to place of beginning.

SCHEDULE 1
TO THE SPECIAL WARRANTY DEED FROM
AQUA UTILITIES, INC. TO AQUA TEXAS, INC.

EXHIBIT "C"

WELL #3 NORTHERN EASEMENT

Field Notes for a 25.00' easement along the N.E. line of Tract No. 63, Medina River Ranch.

Beginning at the North cor. of Tract No. 63, on the S.E. line of Oak Ridge Road.

Thence S 31°20' W 25.00' along the S.E. line of said Road to a point.

Thence S 58°39' E 266.55' to the west cor. of Water Well Tract.

Thence N 31°21' E 25.00' to the North cor. of Water Well Tract, on the S.W. line of Tract No. 77.

Thence N 58°39' W 266.55' with the S.W. line of Tract No. 77 and N.E. line of Tract No. 63 to place of beginning.