



## Filing Receipt

**Received - 2022-03-14 03:55:48 PM**

**Control Number - 52201**

**ItemNumber - 36**



**Monarch  
Utilities I L.P.**

A SouthWest Water Company

12535 Reed Road  
Sugar Land, TX 77478  
TXCustomerCare@swwc.com  
www.swwc.com

March 14, 2022

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

Re: Docket 52201 – Application of Utilities Investment Company, Inc. and UIC 13 LLC and Monarch Utilities I L.P. for Sale, Transfer, or Merger of Facilities and Certificate Rights in Harris, Liberty, and Chambers Counties

**Proof of Transaction Closing and Deposits Transferred**

To the Commission:

Ordering Paragraph No. 2 of Order No. 8 filed in this docket on December 21, 2021 requires the applicants to file proof that the transaction has been consummated and customer deposits have been addressed. The transaction contemplated in Order No. 8 of this docket has been consummated and the deposits addressed. As proof thereof, the applicants provide the following:

1. Bill of Sale and Assignment;
2. Affidavit of Deposit Transfer.

The following is also provided confidentially under seal:

3. List of Customer Deposits Transferred.

Please contact me if any additional information is required. Thank you.

Sincerely,

*/s/ Brian Bahr*

Brian D. Bahr  
Director, Rates and Regulatory  
SouthWest Water Company  
Monarch Utilities I L.P.  
(646) 599-2415  
[bbahr@swwc.com](mailto:bbahr@swwc.com)

## BILL OF SALE

This Bill of Sale (this “**Bill of Sale**”) dated as of December 17, 2021 is made Utilities Investment Co., Inc (“**UIC Inc**”), UIC 13, L.L.C. (“**UIC LLC**,” and, together with UIC Inc., “**Sellers**”) for the benefit of Monarch Utilities I L.P. (“**Purchaser**”). Capitalized terms not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

## RECITALS

WHEREAS, Sellers and Purchaser have executed and delivered an Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of March 26, 2021, pursuant to which Sellers have agreed to sell to Purchaser all of Sellers’ right, title and interest in and to the Assets, in exchange for the consideration set forth therein; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Sellers desire to transfer and assign to Purchaser all of Sellers’ rights, title and interests in and to the Assets, and Purchaser desires to acquire all of Sellers’ rights, title and interests 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, each Seller does hereby sell, transfer, convey, assign, and deliver unto Purchaser, its successors and assigns forever, all of such Seller’s right, title, and interest in and to the Assets, free and clear of all Liens, except Permitted Liens. Notwithstanding anything expressed herein to the contrary, the Excluded Assets are specifically excluded from the Assets and shall be retained by the applicable Seller following the Closing.

This Bill of Sale and all of the provisions hereof shall be binding upon each Seller and its successors and permitted assigns and shall inure to the benefit of Purchaser and its successors and permitted assigns. Nothing in this Bill of Sale is intended to confer upon any other person except Purchaser and Sellers 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 Asset Purchase Agreement and shall be construed consistently therewith. In the event of any conflict or ambiguity between the terms of the Asset Purchase Agreement and the terms of this Bill of Sale, the terms of the Asset Purchase Agreement 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 Asset Purchase Agreement, 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.

*[Remainder of Page Intentionally Blank.]*


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, each Seller and Purchaser have caused this Bill of Sale to be signed on the date first above written.

**MONARCH UTILITIES I L.P.**

By: TEXAS WATER SERVICES GROUP, LLC,  
its general partner

By:   
Name: Jeffrey L. McIntyre  
Title: President

**UTILITIES INVESTMENT CO., INC.**

By: \_\_\_\_\_  
Name: Shannon Marsh  
Title: President

**UIC 13, L.L.C.**

By: \_\_\_\_\_  
Name: Shannon Marsh  
Title: Manager

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, each Seller and Purchaser have caused this Bill of Sale to be signed on the date first above written.

**MONARCH UTILITIES I L.P.**


By: TEXAS WATER SERVICES GROUP, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Jeffrey L. McIntyre  
Title: President

**UTILITIES INVESTMENT CO., INC.**

By:  \_\_\_\_\_  
Name: Shannon Marsh  
Title: President

**UIC 13, L.L.C.**

By:  \_\_\_\_\_  
Name: Shannon Marsh  
Title: Manager

DOCKET NO. 52201

APPLICATION OF UTILITIES INVESTMENT COMPANY, INC. AND UIC 13 LLC AND  
MONARCH UTILITIES I L.P. FOR SALE, TRANSFER, OR MERGER OF FACILITIES AND  
CERTIFICATE RIGHTS IN HARRIS, LIBERTY, AND CHAMBERS COUNTIES

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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 Monarch Water Utilities I L.P., 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. Utilities Investment Company, Inc. transferred certain territory, facilities, and customers under CCNs No. 12671 (water) and 20765 (sewer) to Monarch Utilities I L.P.
3. UIC 13 LLC transferred certain territory, facilities, and customers under CCNs No. 13242 (water) and 21091 (sewer) to Monarch Utilities I L.P.
4. By February 20, 2022, all applicable deposits for customers affected by the above-referenced transfer application were transferred to Monarch Utilities I L.P.

This ends my affidavit.

Dean Van Horne

DEAN VAN HORNE, Affiant

SWORN AND SUBSCRIBED to under oath by DEAN VAN HORNE, before the undersigned notary public on the  
14<sup>th</sup> day of MARCH 2022.

Kim Strickland

Notary Public in and for the State of Texas

SEAL

