



Filing Receipt

Filing Date - 2024-02-07 02:44:35 PM

Control Number - 53765

Item Number - 440

DOCKET NO. 53765

APPLICATION OF CRYSTAL	§	PUBLIC UTILITY COMMISSION
SYSTEMS TEXAS, LLC, AND UNDINE	§	
TEXAS, LLC FOR SALE, TRANSFER,	§	OF TEXAS
OR MERGER OF FACILITIES AND	§	
CERTIFICATE RIGHTS IN SMITH	§	
COUNTY		

APPLICANTS' NOTICE OF COMPLETED TRANSACTION

COME NOW Crystal Systems Texas, LLC (Crystal Systems) and Undine Texas, LLC (Undine) (collectively, the Applicants) and file this evidence that the merger, sale, or transfer of Crystal Systems' certificated area and facilities under CCN number 10804 to Undine is complete.

I.

On December 21, 2023, the administrative law judge (ALJ) filed Order No. 23, approving the transaction as proposed. The order requires the applicants to file proof that the transaction has been completed and customer deposits, if any, have been addressed.

Attached hereto as **Exhibit A** is a fully executed Bill of Sale evidencing the consummation of the transaction on January 9, 2024, and the Affidavit of Carey A. Thomas, Senior Vice President of Undine, confirming that there were no customer deposits held by Crystal Systems.

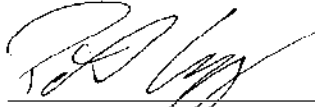
II.

For the reasons detailed above, Applicants respectfully request a final order or notice of approval be issued in this matter.

Dated: February 7, 2024.

Respectfully submitted,

Gregg Law PC



Peter T. Gregg
State Bar No. 00784174
910 West Ave., No. 3
Austin, Texas 78701
Phone: 512-522-0702
Fax: 512-727-6070
pgregg@gregglawpc.com

**Attorneys for Undine Texas, LLC, and filed with
the consent of Crystal Systems Texas, LLC**

DOCKET NO. 53765

CERTIFICATE OF SERVICE

I certify by my signature above that unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record on February 7, 2024 in accordance with the Order Suspending Rules filed in Project No. 50664.

EXHIBIT A

BILL OF SALE
AND ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to the terms of that certain Asset Purchase Agreement, dated as of June 1, 2022 by and among Undine Development, LLC, a Delaware limited liability company, **Crystal Systems Texas, Inc., a Texas corporation (“Grantor”)**, North Star Utility Services, LC, a Texas limited liability company, and John R. Garrett, as assigned to **Undine Texas, LLC, a Delaware limited liability company (“Grantee”)**, as amended (the **“Purchase Agreement”**), and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantee the Assets, excluding the Real Property and the Sewer Rights Assets (which are being conveyed pursuant to separate Deeds). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

TO HAVE AND TO HOLD THE Assets, together with all rights and appurtenances thereto in anyway belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors to COVENANT, AGREE and FOREVER DEFEND title to the Assets (excluding the Real Property and Sewer Rights Assets) unto Grantee, its successors and assigns, to and for its use against the lawful claims of any and all persons lawfully claiming or to claim the same or any part hereof, subject to and in accordance with the provisions of the Purchase Agreement including, without limitation, Sections 8.1 and 8.2.

The Assets are hereby conveyed free and clear of Encumbrances.

If any term or provision hereof shall be held to be invalid or unenforceable for any reason, such term or provision hereof shall be ineffective to the extent of such invalidity or unenforceability without invalidating or otherwise affecting the remaining terms and provisions hereof, which shall remain in full force and effect, nor shall the invalidity or a portion of any provision of this Bill of Sale affect the balance of such provision.

The Assets do not include the Excluded Assets. For the avoidance of doubt, the Assets do not include Grantor’s bank accounts or P.O. Box 1084, Tyler, Texas.

The Grantee, upon execution below, accepts this Bill of Sale and Assignment and Assumption Agreement, and to the extent provided for in the Purchase Agreement, hereby assumes and agrees to discharge the Assumed Liabilities (including, without limitation, the Contracts listed on the exhibit attached hereto), but no other liabilities or obligations of the Grantor.

This Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

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

{A17/09245/0004/W1854730.1 }

The Assets are purchased, sold and conveyed "AS IS" to the extent provided in, and subject to the representations and warranties set forth in, the Purchase Agreement. Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the Seller in the Purchase Agreement, which shall survive in accordance with the terms of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 9 day of Jan., 2024.

GRANTOR:

CRYSTAL SYSTEMS TEXAS, INC.

SIGNED IN COUNTERPART

By: _____
John R. Garrett, President

GRANTEE:

UNDINE TEXAS, LLC

By: Carey A. Thomas
Name: Carey A. Thomas
Title: Senior Vice President

IN WITNESS WHEREOF, Grantor and Grantee have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the 9th day of January, 2024.

GRANTOR:

CRYSTAL SYSTEMS TEXAS, INC.

By: 
John R. Garrett, President

GRANTEE:

UNDINE TEXAS, LLC

SIGNED IN COUNTERPART

By: _____
Name: Carey A. Thomas
Title: Senior Vice President

ASSUMED CONTRACTS

1. "Non-Exclusive" Communications Site Agreement, dated May 9, 2017, by and between Crystal Systems Texas, Inc. and East Texas Emergency Communication Service, Inc.
2. City of Lindale – Water Usage for Unit 43 & Unit 60 for Sewer
3. Agreement for Contribution to Capital Developer, dated June 8, 2020, with Hawley Property, LLC.
4. Agreement for Contribution to Capital Developer and Supplement to Agreement for Contribution, dated July 20, 2020, with Miles & Thorn.
5. Agreement for Contribution to Capital Developer, dated February 25, 2021, with Hawley Property, LLC.
6. Agreement for Contribution to Capital Developer and Supplement to Agreement for Contribution, dated March 18, 2021, with Kingdom Builders Development LLC.
7. Agreement for Contribution to Capital Developer and Supplement to Agreement for Contribution, dated January 28, 2022, with NKA Development LLC.
8. Agreement for Contribution to Capital Developer, dated July 1, 2022, with Glen E. Patrick.
9. Agreement for Contribution to Capital Developer and Supplement to Agreement for Contribution, dated July 11, 2023, with Kingdom Builders Development LLC.
10. Agreement for Contribution to Capital Developer, dated April 10, 2023, with Oak Creek Holdings LLC.
11. Water Service Agreements with Customers
12. Sensus/RVS Software

PUBLIC UTILITY COMMISSION OF TEXAS

DOCKET NO. 53765

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

AFFIDAVIT OF UNDINE COMMITMENT

I, Carey A. Thomas, Senior Vice President of Undine Texas, LLC hereby certify that there were no customer deposits held by Crystal Systems Texas, Inc. to be transferred to Undine Texas, LLC on the date of closing, January 9, 2024.

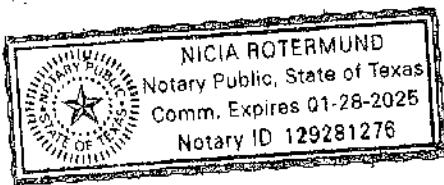


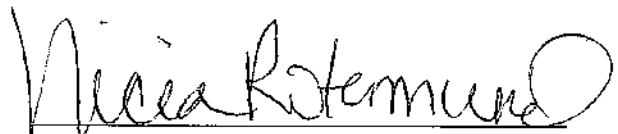
Carey A. Thomas

Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

SWORN to and SUBSCRIBED before me, the undersigned authority, on the 5th day of February, 2024 by Carey A. Thomas.





Notary Public, State of Texas