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DOCKET NO. 53827

APPLICATION OF NITSCH AND SON	§	PUBLIC UTILITY COMMISSION
UTILITY COMPANY, INC., AND	§	
UNDINE TEXAS, LLC, FOR SALE,	§	OF TEXAS
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN HARRIS COUNTY, TEXAS	§	

APPLICANTS' NOTICE OF COMPLETED TRANSACTION

COME NOW Nitsch and Son Utility Company, Inc. (Nitsch) and Undine Texas, LLC (Undine) (collectively, the Applicants) and file this evidence that the sale, merger, or transfer of Nitsch's certificated area and facilities under CCN number 11124 to Undine is complete.

I.

On November 7, 2023, the administrative law judge (ALJ) filed Order No. 18, approving the transaction as proposed. The order requires the applicants to file proof within 30 days that the transaction has been completed and customer deposits, if any, have been addressed. Therefore, this pleading is timely filed.

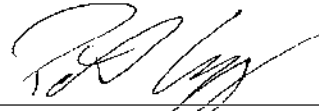
Attached hereto as **Exhibit A** is a fully executed Bill of Sale evidencing the consummation of the transaction on December 15, 2023, and the Affidavit of Vance Tillman, Chief Financial Officer of Undine, confirming that the customer deposits held by Nitsch were transferred to Undine on December 15, 2023. Attached hereto as **Exhibit B**, submitted confidentially, is the list of customer deposits as of December 13, 2023.

II.

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

Respectfully submitted,

Gregg Law PC



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**Attorneys for Undine Texas, LLC, and
filed with the consent of Nitsch and Son
Utility Company, Inc.**

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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 December 26, 2023 in accordance with the Second Order Suspending Rules filed in Project No. 50664.

EXHIBIT A

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

DECEMBER 15, 2023

Pursuant to the terms of that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of December 15, 2023, by and among Undine Texas, LLC, a Delaware limited liability company (“*Undine Texas*”), Undine Texas Environmental, LLC, a Texas limited liability company (“*Undine Environmental*”, and together with Undine Texas, the “*Grantees*”, and each, a “*Grantee*”), Nitsch and Son Utility Company, Inc., a Texas corporation (the “*Grantor*”), and Jason Nitsch, 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 Grantees, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, transfer, deliver, assign and convey unto Grantees, all of Grantor’s right, title, and interest in and to the Assets excluding (i) the Real Property, which is being conveyed pursuant to separate Deeds and (ii) the Excluded Assets. All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

As to the division of the Assets between Undine Texas and Undine Environmental, Undine Texas shall receive the Assets primarily related to water utility systems and Undine Environmental shall receive the Assets primarily related to wastewater utility systems, as determined by Grantees. Without limiting the generality of the foregoing, Exhibit A sets forth certain contracts that are being assigned to Undine Texas and certain contracts that are being assigned to Undine Environmental.

The Assets are hereby conveyed free and clear of all claims, liens, mortgages, security interests, charges, leases, encumbrances, licenses, or sublicenses and other restrictions of any kind and nature except for the Permitted Encumbrances and the Assumed Liabilities.

This sale is in accordance with and is subject to all of the representations, warranties, covenants, and other agreements set forth in the Purchase Agreement. Each Grantee acknowledges that Grantor makes no representation or warranty with respect to the Assets being conveyed hereby except as specifically set forth in the Purchase Agreement. In the event of a conflict or an inconsistency between this Bill of Sale and Assignment and Assumption Agreement (this “*Bill of Sale*”) and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

Each of the parties hereto shall execute and deliver, at the reasonable request of any other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

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.

Each Grantee, upon execution below, accepts this Bill of Sale, and to the extent provided for in the Purchase Agreement, hereby assumes the Assumed Liabilities, but no other liabilities or obligations of 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, without giving regard to its conflicts of laws principles. This Bill of Sale may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of a copy of this Bill of Sale bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

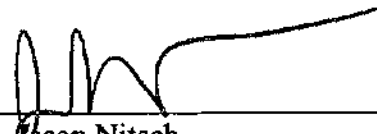
Nothing herein shall be deemed to alter, amend, or supersede the Purchase Agreement, the terms of which shall in all respects be controlling, including the representations and warranties made by the parties in the Purchase Agreement, which shall survive in accordance with the terms thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the date first written above.

GRANTOR:

**NITSCH AND SON UTILITY
COMPANY, INC.**

By: 
Name: Jason Nitsch
Title: President

GRANTEES:

UNDINE TEXAS, LLC

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

UNDINE TEXAS ENVIRONMENTAL, LLC

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

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment and Assumption Agreement to be effective as of the date first written above.

GRANTOR:

**NITSCH AND SON UTILITY
COMPANY, INC.**

By: _____
Name: Jason Nitsch
Title: President

GRANTEES:

UNDINE TEXAS, LLC

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

UNDINE TEXAS ENVIRONMENTAL, LLC

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

Exhibit A

Undine Texas:

Service Agreement dated April 24, 2023, by and between Seller and Advantage Workforce LLC, for the reading of water meters.

Undine Environmental: None.

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LLC AND NITSCH AND SON UTILITY
COMPANY, INC. FOR SALE,
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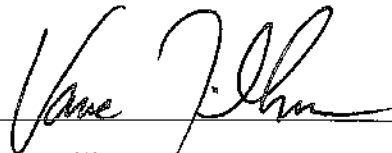
PUBLIC UTILITY COMMISSION

OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HARRIS §

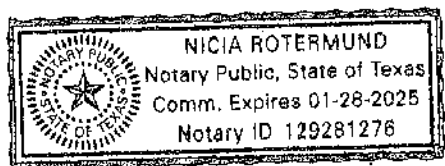
AFFIDAVIT OF UNDINE COMMITMENT

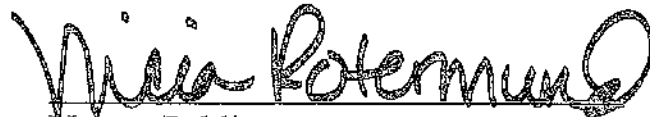
I, Vance Tillman, Chief Financial Officer of Undine Texas, LLC hereby certify that the customer deposits held by Nitsch and Son Utility Company, Inc. were transferred to Undine Texas, LLC on December 15, 2023. For a detailed summary, please see Attachment 1 of this Affidavit.



Vance Tillman
Chief Financial Officer

SWORN AND SUBSCRIBED TO BEFORE ME by Vance Tillman, Chief Financial Officer of Undine Texas, LLC, on this 19 day of December, 2023.





Nicia Rotermund
Notary Public
State of Texas

EXHIBIT B
(Submitted Confidentially)