



Filing Receipt

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Item Number - 28

DOCKET NO. 56608

APPLICATION OF THE ESTATE OF	§	PUBLIC UTILITY COMMISSION
HENRY M. GARZA DBA CIELO AZUL	§	
RANCH AND CIELO AZUL AGUA LLC	§	
FOR SALE, TRANSFER, OR MERGER	§	OF TEXAS
OF FACILITIES AND CERTIFICATE	§	
RIGHTS IN HAYS COUNTY	§	

**APPLICANTS' NOTICE OF COMPLETED TRANSACTION
AND FILING OF CLOSING DOCUMENTS**

Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch, ("Garza Estate") and Cielo Azul Agua LLC, ("Cielo Azul"), (together, the "Applicants"), submit the following in response to Order No. 9, dated March 6, 2025, requiring Applicants to file proof that the transaction has been completed and customer deposits, if any, have been addressed no later than 30 days after the effective date of the transaction. The transaction was completed on March 19, 2025; therefore, this pleading is timely filed.

Proof of Completed Transaction

In accordance with Order No. 9, Applicants file the following documents as evidence that the transaction has been made final, effective March 19, 2025, and all customer deposits, if any, were refunded prior to the Closing:

ATTACHMENT A: Closing Agreement between Applicants: Acknowledgement of Closing and the refund of any and all customer deposits.

ATTACHMENT B: Assignment of Easements: March 19, 2025, Assignment of Easements recorded as Document No. 25010432, Official Public Records, Hays County, Texas.

ATTACHMENT C: **Assignment of Water Rights**: March 19, 2025, Assignment of Water Rights recorded as Document No. 25010431, Official Public Records, Hays County, Texas.

ATTACHMENT D: **Bill of Sale**: March 19, 2025, Bill of Sale conveying all water system assets to Cielo Azul Agua LLC.

If there are any questions or issues regarding the attached information, please do not hesitate to contact The Jones Law Firm PC; attention, Gregory Klipp.

Dated: March 26, 2025

Respectfully submitted on behalf of
Applicants

By: /s/ Gregory M Klipp
Gregory M. Klipp
State Bar No. 24070065
The Jones Law Firm PC
3724 Jefferson Street; Suite 310
Austin, Texas 78731
(512) 651-5401
(866) 511-5961 (fax)

ATTORNEY FOR APPLICANTS

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on March 26, 2025, in accordance with the Second Order Suspending Rules, issued in Project No. 50664.

/s/ Gregory Klipp
Gregory Klipp

ATTACHMENT A

CLOSING AGREEMENT

THIS CLOSING AGREEMENT executed effective as of March 19th, 2025, is by and between Cielo Azul Agua LLC, a Texas limited liability company ("Purchaser"), and Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch (the "Estate"), ("Seller"). The Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties." Capitalized terms not defined in this Closing Agreement shall have the same definitions set forth in the Asset Purchase Agreement (defined below).

RECITALS

WHEREAS, as of the effective date of this Closing Agreement, Purchaser has conveyed to Seller all wells, and associated real and personal property utilized by Seller in the operation of Seller's potable water supply system in Hays County, Texas, identified with the Public Utility Commission of Texas ("PUCT") under its Certificate of Convenience and Necessity ("CCN") No. 12702, Public Water System number TX1050034, (all together, the "Water System"); and

WHEREAS, the Parties wish to commemorate the Closing of the conveyance Water System.

NOW, THEREFORE, in consideration of the above premises and the respective representations, warranties, agreements and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The closing of the transaction took place on March 19, 2025.
3. Seller certifies, represents, and warrants to Purchaser that as of the date of Closing, and the effective date of this Closing Agreement, Seller has refunded all customer deposits and any and all other monies owed the Water System customers by Seller, including interest accrued to the benefit of those customers if applicable.
4. Seller hereby consents to the transfer of the Water System assets and the certified service area under CCN No. 12702 to Purchaser.

The Parties understand and accept that this Closing Agreement will serve to authorize the PUCT to take action upon receipt of this executed Closing Agreement, and other closing documents, to transfer the Water System and certified service area under CCN No. 12702 to Purchaser.

IN WITNESS WHEREOF, the undersigned have executed this Closing Agreement effective as of the date first written above.

[Signatures on Following Page]

SELLER:

ATTACHMENT A

Daniel L. Garza, Executor of the Estate of Henry M.
Garza DBA Cielo Azul Ranch

By: *Daniel L. Garza*
Daniel L. Garza, Executor

PURCHASER:

Cielo Azul Agua LLC, a Texas limited liability
company

By: *Daniel L. Garza*
Daniel L. Garza, its manager
owner

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

ASSIGNMENT OF EASEMENTS

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

That Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch (the "**Estate**") and Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994 (the "**Trust**"), (the Estate and Trust referred to herein together as the "**Assignor**") for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Assignee named, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, ASSIGNED AND CONVEYED**, and by these presents does **GRANT, SELL, ASSIGN AND CONVEY** unto Cielo Azul Agua LLC, a Texas limited liability company ("**Assignee**"), all of Assignor's right, title, and interest in and to the following described easement rights, which rights shall hereinafter be referred to as the "**Easements**:"

[Easements described on Exhibit A attached hereto]

TO HAVE AND TO HOLD said Easements, together with all and singular the rights and appurtenances thereto in anywise belonging to Assignor, unto Assignee and Assignee's successors and assigns forever; and Assignor does hereby bind itself and its successors and assigns to **WARRANT** and **FOREVER DEFEND** all and singular the said Easements unto Assignee, and Assignee's successors and assigns against every person whomever claiming or to claim the same or any part thereof, by, through and under Assignor but not otherwise.

Assignee hereby accepts the foregoing assignment and transfer and agrees to assume, fulfill, perform and discharge all the various commitments, obligations and liabilities of Assignor under and by virtue of the Easements accruing or obligated to be performed by Assignor from and after the date hereof.

[Continues on Following Pages]

ATTACHMENT B

EXECUTED effective this the 19th day of March, 2025.

ASSIGNOR:

Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch

By: *Daniel L. Garza*
Daniel L. Garza, Executor

ASSIGNOR:

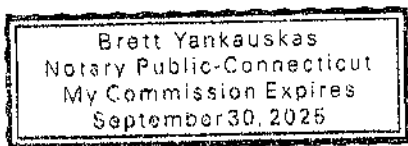
Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994

By: *Daniel L. Garza*
Daniel L. Garza, Successor Trustee

ACKNOWLEDGEMENT

STATE OF Connecticut §
COUNTY OF Hartford §

This instrument was acknowledged before me, the undersigned authority, on this the 19th day of March 2025 by Daniel L. Garza, acting in his capacity as both the Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch, and Successor Trustee of The Garza Management Trust of 1994, on behalf of the Estate of Henry M. Garza and The Garza Management Trust of 1994.



Brett Yankauskas
NOTARY PUBLIC, STATE OF Connecticut
Printed Name: Brett Yankauskas
My Commission Expires: 09/30/2025

[Assignee Signature and Acknowledgement on Following Page]

ATTACHMENT B

ASSIGNEE:

Cielo Azul Agua LLC, a Texas limited liability company

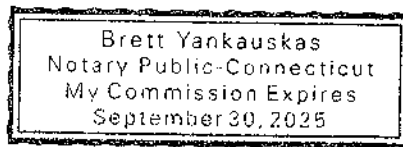
By: Daniel L. Garza
Daniel L. Garza, its Manager
owner

ACKNOWLEDGEMENT

STATE OF Connecticut §
§
COUNTY OF Hartford §

This instrument was acknowledged before me, the undersigned authority on this the 19th day of March, 2025, by Daniel Garza, Manager of Cielo Azul Agua LLC, a Texas limited liability company, on behalf of said Texas limited liability company.

Brett Yankauskas
NOTARY PUBLIC, STATE OF Connecticut
Printed Name: Brett Yankauskas
My Commission Expires: 09/30/2025



ASSIGNMENT OF EASEMENTS

EXHIBIT A

Any and all easements and rights-of-way, recorded or unrecorded, owned by Assignor and/or utilized by Assignor in the operation of its potable water supply system in Hays County, Texas, Public Water System No. TX1050034 (the "Water System"); including, but not limited to, all easements and rights-of-way conveyed or assigned to Assignor, and described in the following recorded instruments:

1. EASEMENT INSTRUMENT NO. 1: All waterline easements described in that Warranty Deed with Assumption dated April 28, 1981, from Peter Rodriguez Jr., wife, Velia Rodriguez, and Reynaldo Rodriguez and wife, Dora Rodriguez, to Henry Morales Garza, recorded in Volume 357, Pages 237-244, Official Public Records, Hays County, Texas, and being located on and within a 32.262-acre tract of land out of the Alfred Lundquist 521.4 acre tract out of the C. Rooney Survey No. 99, Abstract 392, as recorded in Volume 174, Pages 354-356, of the Deed Records of Hays County, Texas.
2. EASEMENT INSTRUMENT NO. 2: All utility easement rights-of-way described in that Utility Deed dated January 23, 2023, from Community Park, LLC, to Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994, dated March 21, 1994, recorded as Document 23004431, Official Public Records, Hays County, Texas, and being located on and within a 25.27 acres of land, more or less, out of the ALFRED LUNDQUIST 521.4-acre tract out of the C. ROONEY SURVEY NO. 99, A-392, Hayes County, Texas, being all that tract of land called 32.262 acres, as recorded in Volume 501, Page 413, Hays County, Real Property Records, LESS, SAVE AND EXCEPT, that tract of land called 7.00 acres, as recorded in Volume 4963, Page 818, Hays County, Official Public Records; said 25.27 acres being more particularly described by metes and bounds in that General Warranty Deed dated October 22, 2021, from Daniel L. Garza, as Successor Trustee of the Garza Management Trust of 1994, to Community Park, LLC, a Texas limited liability company, recorded as Document No. 21059581, Official Public Records, Hays County, Texas
3. EASEMENT INSTRUMENT NO. 3: Sanitary control easement recorded in Volume 1426, Pages 936-937, Official Public Records, Hays County, Texas, and being located on and within the same real property described in that Warranty Deed with Assumption dated April 28, 1981, from Peter Rodriguez Jr., wife, Velia Rodriguez, and Reynaldo Rodriguez and wife, Dora Rodriguez, to Henry Morales Garza, recorded in Volume 357, Pages 237-244, Official Public Records, Hays County, Texas.
4. EASEMENT INSTRUMENT NO. 4: Sanitary control easement recorded on Volume 1306, Pages 369-373, Official Public Records, Hays County, Texas, and being located on and within the same real property described in that Warranty Deed with Assumption dated April 28, 1981, from Peter Rodriguez Jr., wife, Velia Rodriguez, and Reynaldo Rodriguez

ATTACHMENT B

and wife, Dora Rodriguez, to Henry Morales Garza, recorded in Volume 357, Pages 237-244, Official Public Records, Hays County, Texas.

All documents establishing easements or other rights used or useful in operation of the Water System which affect Assignor's Certificate of Convenience and Necessity service area.

AFTER RECORDING RETURN TO:

The Jones Law Firm PC
ATTN: Gregory M. Klipp
3724 Jefferson Street, Suite 310
Austin, Texas 78731

ATTACHMENT B


THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

25010432 EASEMENT

03/26/2025 12:11:59 PM Total Fees: \$41.25

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

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

ASSIGNMENT OF WATER RIGHTS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS §

That Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch (the "**Estate**") and Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994 (the "**Trust**"), (the Estate and Trust referred to herein together as the "**Assignor**") for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS and other valuable consideration to the undersigned paid by the Assignee named, the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, ASSIGNED AND CONVEYED**, and by these presents does **GRANT, SELL, ASSIGN AND CONVEY** unto Cielo Azul Agua LLC ("**Assignee**"), all of Assignor's right, title and interest including, without limitation, Assignor's right to drill for, pump, produce, transport, convey and sell water, all production rights authorized at common law or by any permit, registration, rule or other approval of the Hays Trinity Groundwater Conservation District, Edwards Aquifer Authority, or any successor, or any other governmental authority or regulatory entity with jurisdiction over the production of groundwater, from, within, and under the property contained within Assignor's Certificate of Convenience and Necessity service area in Hays County, Texas (altogether, the "**Water Rights**")."

TO HAVE AND TO HOLD said Water Rights, together with all and singular the rights and appurtenances thereto in anywise belonging to Assignor, unto Assignee and Assignee's successors and assigns forever.

EXECUTED effective this the 19th day of March, 2025.

ASSIGNOR:

Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch

By: Daniel L. Garza
Daniel L. Garza, Executor

[Signatures and Acknowledgement Continues on Following Page]

ASSIGNOR:

ATTACHMENT C

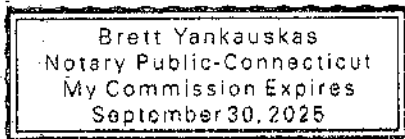
Daniel L. Garza, Successor Trustee of The Garza
Management Trust of 1994

By: Daniel L. Garza
Daniel L. Garza, Successor Trustee

ACKNOWLEDGEMENT

STATE OF Connecticut §
COUNTY OF Hartford §

This instrument was acknowledged before me, the undersigned authority, on this the 19th
day of March 2025 by Daniel L. Garza, acting in his capacity as both the Executor
of the Estate of Henry M. Garza DBA Cielo Azul Ranch, and Successor Trustee of The Garza
Management Trust of 1994, on behalf of the Estate of Henry M. Garza and The Garza Management
Trust of 1994.



Brett Yankauskas
NOTARY PUBLIC, STATE OF Connecticut
Printed Name: Brett Yankauskas
My Commission Expires: 09/30/2025

AFTER RECORDING RETURN TO:

The Jones Law Firm PC
ATTN: Gregory M. Klipp
3724 Jefferson Street, Suite 310
Austin, Texas 78731

ATTACHMENT C


THE STATE OF TEXAS

COUNTY OF HAYS

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

25010431 ASSIGNMENT

03/25/2025 12:11:59 PM Total Fees: \$29.25

 Elaine H. Cardenas

Elaine H. Cardenas, MBA, PhD, County Clerk
Hays County, Texas

BILL OF SALE

This BILL OF SALE (this "Agreement"), made effective as of March 19th 2025, (the "Effective Date") is entered into by and between Cielo Azul Agua LLC, a Texas limited liability company ("Purchaser"), Daniel L. Garza, Executor of the Estate of Henry M. Garza DBA Cielo Azul Ranch (the "Estate"), and Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994 (the "Trust") (the Estate and Trust referred to herein together as the "Seller"). The Purchaser and Seller are referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller desires to convey to Purchaser, and Purchaser desires to acquire from Seller, all of Seller's Water Utility Assets (a/k/a the "Acquired Assets"), including all wells, permits, licenses, authorizations and associated real and personal property utilized by Seller in the operation of Seller's potable water supply system in Hays County, Texas, identified with the Public Utility Commission of Texas ("PUCT") under its Certificate of Convenience and Necessity ("CCN") No. 12702, Public Water System number TX1050034, (all together, the "Water System"); and

WHEREAS, the Parties desire to enter into this Agreement for the purposes of conveying to Purchaser the Water System and the Acquired Assets;

NOW, THEREFORE, in consideration of the respective agreements and conditions contained herein, Purchaser and Seller, intending to be legally bound, hereby agree as follows:

1. Bill of Sale:

- a. For good and valuable consideration, the receipt and adequacy of which Seller hereby acknowledges, as of the Effective Date Seller hereby irrevocably sells, conveys, transfers, assigns, grants, delivers and vests in Purchaser, and its successors and assigns, all of Seller's right, title and interest, legal, equitable and beneficial, in and to the assets described on Exhibit A attached hereto (collectively, the "Personal Property").
- b. Purchaser hereby accepts such sale, conveyance, transfer, assignment, grant, delivery and vesting of the Personal Property.
- c. The assignment of the Personal Property pursuant to this Agreement is absolute. Purchaser shall have all rights, if any, of Seller in and to the Personal Property sold, conveyed, transferred, assigned, granted, delivered and vested hereunder.

2. No Third-Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any Person, other than Purchaser and its successors and assigns, any rights, remedies, obligations or liabilities.

3. Amendment; Successors and Assigns. This Agreement may not be amended or modified in any respect, except by a written instrument signed by Seller and Purchaser making

ATTACHMENT D

specific reference to this Agreement. This Agreement shall inure to the benefit of, and be binding upon, Purchaser, Seller and their respective successors and assigns.

4. Severability. If any term, provision or clause hereof, or of any other agreement or document that is required by this Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, all of which shall remain in full force and effect. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under the laws of the State of Texas.
5. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.
6. Further Assurances. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

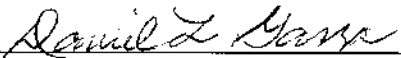
PURCHASER: Cielo Azul Agua LLC, a Texas limited liability company

By: *Daniel L. Garza*
owner
Daniel L. Garza, its *Manager*

[SELLER SIGNATURE ON FOLLOWING PAGE]

ATTACHMENT D

SELLER: Daniel L. Garza, Executor of the Estate of
Henry M. Garza DBA Cielo Azul Ranch

By: 
Daniel L. Garza, Executor

Seller: Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994

By: 
Daniel L. Garza, Successor Trustee

BILL OF SALE EXHIBIT A

Personal Property and Fixtures

Seller conveys to Purchaser, its successors and assigns, all right, title, and interest in and to all tangible and intangible personal property, equipment, and fixtures used or useful in connection with the operation, maintenance or repair of the Water System and facilities located on and within the real property and easements described on foregoing Exhibit A-1, including, but not limited to, all of Seller's right, title and interest in and to the following:

1. All water transmission, water treatment, and distribution facilities, buildings, fixtures, equipment, supplies, records, work product, potable water, water and water pipelines (above ground and buried), electric and natural gas transmission lines, collection and distribution lines and conduits, communication buildings and structures, communication towers, pumps, water storage tanks, generators, pump station facilities, valves, meters, tangible personal property, erosion control structures, fences, and all other necessary appurtenances, facilities, and structures related in any way to the operation, maintenance and repair of the Water System facilities located on or within the real property and easements described on the foregoing Exhibit A-1;
2. All wells and groundwater production facilities, storage and treatment facilities, distribution facilities, meters, valves, pipes, tanks, pumps, fittings, fixtures, equipment, and other tangible assets associated with the Water System located on the real property and easements described on the foregoing Exhibit A-1;
3. All rights, including, without limitation, the right to pump, produce, transport, convey and sell, to all groundwater that may be produced from or earned by the water wells referenced herein;
4. All permits, exemptions, registrations and any other regulatory right granted or recognized by any government authority with jurisdiction over the Water System, including the Hays Trinity Groundwater Conservation District, Edwards Aquifer Authority, Public Utility Commission of Texas, and Texas Commission on Environmental Quality, and the following:
 - a. Public Utility Commission of Texas under its Certificate of Convenience and Necessity number 12702; and
 - b. Public Water System number TX 1050034.
5. All of Seller's rights, title and interests in and to surface water and groundwater related to or a part of the Water System, including any water within the water system (line fill) and any groundwater production credit associated with the lands or the wells identified as part of the Water Utility Assets; and
6. All customer water account data, related deposit information, and other information regarding Seller's customers, and all rights and obligations relating to providing water

ATTACHMENT D

service to Seller's customers, including without limitation those described in written agreements between Seller and Seller's customers.

ATTACHMENT D

BILL OF SALE **EXHIBIT A-1**

Real Property and Easements

Any and all real property, recorded or unrecorded, owned by Seller and utilized by Seller in the operation of its potable water supply system in Hays County, Texas, Public Water System No. TX1050034.

1. EASEMENT INSTRUMENT NO. 1: All waterline easements described in that Warranty Deed with Assumption dated April 28, 1981, from Peter Rodriguez Jr., wife, Velia Rodriguez, and Reynaldo Rodriguez and wife, Dora Rodriguez, to Henry Morales Garza, recorded in Volume 357, Pages 237-244, Official Public Records, Hays County, Texas.
2. EASEMENT INSTRUMENT NO. 2: All utility easement rights-of-way described in that Utility Deed dated January 23, 2023, from Community Park, LLC, to Daniel L. Garza, Successor Trustee of The Garza Management Trust of 1994, dated March 21, 1994, recorded as Document 23004431, Official Public Records, Hays County, Texas.
3. EASEMENT INSTRUMENT NO. 3: Sanitary control easement recorded in Volume 1426, Pages 936-937, Official Public Records, Hays County, Texas, and being located on and within the same real property described in that Warranty Deed with Assumption dated April 28, 1981, from Peter Rodriguez Jr., wife, Velia Rodriguez, and Reynaldo Rodriguez and wife, Dora Rodriguez, to Henry Morales Garza, recorded in Volume 357, Pages 237-244, Official Public Records, Hays County, Texas.
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