



Control Number: 50251



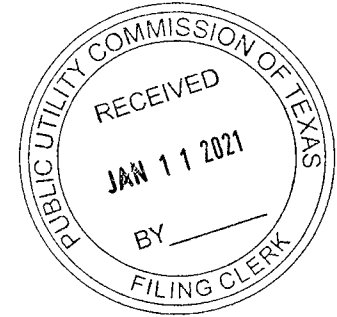
Item Number: 73

Addendum StartPage: 0

DOCKET NO. 50251

APPLICATION OF JRM WATER LLC §
AND CSWR-TEXAS UTILITY §
OPERATING COMPANY, LLC FOR §
SALE, TRANSFER, OR MERGER OF §
FACILITIES AND CERTIFICATE §
RIGHTS IN VICTORIA COUNTY §

BEFORE THE
PUBLIC UTILITY COMMISSION
OF TEXAS



**CSWR-TEXAS UTILITY OPERATING COMPANY, LLC'S
NOTICE OF COMPLETED TRANSACTION**

CSWR-Texas Utility Operating Company, LLC ("CSWR Texas") hereby files this Notice of Completed Transaction and states the following:

I. SUBMITTAL OF CLOSING DOCUMENTS

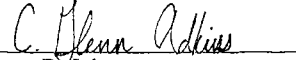
1. Order No. 11, issued on August 3, 2020, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days of after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed Bill of Sale evidencing the consummation of the transaction on December 10, 2020.
3. JRM Water LLC has retained outstanding customer deposits and will return those deposits to customers. CSWR Texas is waiting for JRM Water LLC to execute an affidavit confirming that all deposits have been sufficiently addressed and will provide the affidavit immediately upon receipt.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 11, CSWR Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the closing documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

L. Russell Mitten
General Counsel
CSWR-Texas Utility Operating Company, LLC
1650 Des Peres Rd., Suite 303
St. Louis, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)




Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

**ATTORNEYS FOR CSWR-TEXAS UTILITY
OPERATING COMPANY, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 11th day of January 2021, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.


C. Glenn Adkins

ELECTRONICALLY RECORDED
OFFICIAL PUBLIC RECORDS

Heidi Easley
12/11/2020 2:58 PM FEE: \$44.00
Heidi Easley, County Clerk
Victoria County, Texas
ASG 202014106 Pages: 8

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHERTY
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE, STE 1300
AUSTIN, TX 78701-2744

BILL OF SALE AND ASSIGNMENT

1002-29157-25

THE STATE OF TEXAS §
§
COUNTY OF VICTORIA §

KNOW ALL MEN BY THESE PRESENTS: THAT

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of December 10th, 2020 (the "Effective Date"), by JRM WATER L.L.C, a Texas limited liability company ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as "Seller," and Assignee or Assignee's affiliate, as "Buyer," are parties to that certain "Agreement for Sale of Utility System" dated February 10, 2019 (as amended and assigned, the "Purchase Agreement") pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, all of Assignor's assets, personal property, and real property connected with certain water facilities developed and operated by Assignor (the "System") to serve customers within the area described on Exhibit A attached hereto and incorporated herein by reference (the "Service Area");

WHEREAS, concurrently herewith, Assignor has, pursuant to the terms of the Purchase Agreement, sold and conveyed to Assignee certain real property that pertains to the ownership, operation, and/or maintenance of the System, which is described on Exhibit B attached to this Assignment and incorporated herein by reference, together with all improvements thereon, all fixtures attached thereto, and all rights appurtenant thereto (the "Real Property"); and

WHEREAS, Assignor has also agreed, pursuant to the terms of the Purchase Agreement, to convey to Assignee all of Assignor's right, title, and interest in and to all assets and personal property owned by Assignor which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System and the Real Property, including, without limitation, the assets and personal property described on Exhibit C attached hereto and incorporated herein by reference (collectively, the "Additional Assets").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers, delivers, and sets over unto Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title, and interests in and to the Additional Assets, to have and to hold, with all of the rights and appurtenances thereto belonging, unto Assignee, its successors and assigns, to itself and for its own use and behalf forever. Assignor hereby warrants and represents to and assures Assignee that Assignor has not previously sold, assigned, conveyed, transferred, delivered, or set over any of the Additional Assets to any third party and

that Assignor, or its predecessor(s) in interest, have owned, operated, and maintained the System in a continuous, uninterrupted, open, notorious, and adverse manner for a time period in excess of ten (10) years prior to the Effective Date.

2. Governing Law and Venue. This Assignment shall be construed under and enforced in accordance with the laws of the State of Texas. Venue for any suit under the terms of this Assignment shall be in Victoria County, Texas.

3. Further Assurances. Assignor agrees to do, execute, deliver, or cause to be done, executed, and delivered to Assignee, upon demand, such further acts, documents, instruments, assignments, powers of attorney, assurances, or conveyances and shall take such further actions as are necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. To facilitate execution: (a) this instrument may be executed in any number of counterparts as may be convenient or necessary; (b) it shall not be necessary that the signatures of all Parties be contained in any one counterpart; (c) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (d) a facsimile signature or a signature sent by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

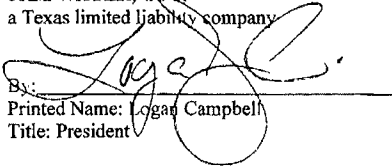
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.


ASSIGNOR:

JRM WATER, LLC
a Texas limited liability company

By: 
Printed Name: Logan Campbell
Title: President

THE STATE OF COLORADO §
COUNTY OF DENVER §

This instrument was acknowledged before me this 10th day of DECEMBER, 2020, by Logan Campbell, President of JRM Water, LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public Signature

JOHANN ANTHONY NOGUEZ RAMIREZ
Notary Public
State of Colorado
Notary ID # 20204021166
My Commission Expires 06-18-2024

ASSIGNEE:

CSWR-TEXAS UTILITY OPERATING COMPANY, LLC,
a Texas limited liability company

By: **CENTRAL STATES WATER RESOURCES, INC.,**
a Missouri corporation, its manager

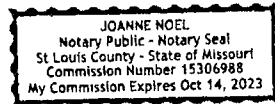
By: _____
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 9 day of December, 2020, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

(SEAL)



Joanne Noel
Notary Public Signature

EXHIBIT A
SERVICE AREA LEGAL DESCRIPTION

The area served is approximately 10.3 miles southwest of the City of Victoria, Texas located in the Juan Rener and Son Survey (A-102), in Victoria County, Texas and being more particularly described as follows:

BEGINNING at a point at the South corner of Lot 1, Block B of the Oak Village Subdivision, a subdivision in Victoria County, Texas (per plat recorded in Volume 3, Page 69 of the Victoria County Plat Records);

THENCE, the following twenty-four (24) courses:

- 1) North 37° 06' 31" West for a distance of 2,957.92 feet to a point;
- 2) North 52° 53' 29" East for a distance of 711.07 feet to a point;
- 3) North 54° 14' 09" East for a distance of 56.60 feet to a point;
- 4) North 54° 04' 02" East for a distance of 712.57 feet to a point;
- 5) North 52° 53' 29" East for a distance of 3,563.87 feet to a point;
- 6) North 53° 50' 03" East for a distance of 707.76 feet to a point;
- 7) South 52° 31' 31" East for a distance of 320.43 feet to a point;
- 8) South 31° 04' 31" East for a distance of 206.02 feet to a point;
- 9) South 23° 28' 31" East for a distance of 309.54 feet to a point;
- 10) South 12° 11' 49" East for a distance of 367.15 feet to a point;
- 11) South 03° 34' 08" East for a distance of 406.30 feet to a point;
- 12) South 17° 37' 31" East for a distance of 128.54 feet to a point;
- 13) South 01° 30' 31" East for a distance of 262.27 feet to a point;
- 14) South 12° 02' 31" East for a distance of 185.38 feet to a point;
- 15) South 21° 36' 31" East for a distance of 167.36 feet to a point;
- 16) South 31° 55' 31" East for a distance of 415.05 feet to a point;
- 17) South 64° 43' 31" East for a distance of 138.82 feet to a point;
- 18) South 86° 57' 31" East for a distance of 246.54 feet to a point;
- 19) North 72° 07' 29" East for a distance of 394.52 feet to a point;
- 20) North 64° 38' 29" East for a distance of 589.05 feet to a point;
- 21) South 54° 15' 29" West for a distance of 3,531.14 feet to a point;
- 22) South 54° 16' 27" West for a distance of 1,214.57 feet to a point;
- 23) North 37° 06' 31" West for a distance of 16.31 feet to a point;
- 24) South 54° 15' 29" West for a distance of 1,464.80 feet to the **POINT OF BEGINNING**, and containing 377.365 acres of land, more or less.

SAVE AND EXCEPT any areas not serviced by the System.

{W1017327.2}

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

BEING A 0.864 ACRE TRACT OF LAND SITUATED IN THE JUAN RENE AND SONS, 1-1/4 LEAGUE, ABSTRACT 102, IN VICTORIA COUNTY, TEXAS, SAID 0.864 ACRE TRACT OF LAND BEING OUT OF THAT 89.21 ACRE TRACT OF LAND CONVEYED TO VERNON N. REASER JR., BY DEED DATED NOVEMBER 30, 1974 AND RECORDED IN VOLUME 686, PAGE 409, OF THE DEED RECORDS, OF VICTORIA COUNTY, TEXAS, SAID 0.864 ACRE TRACT INCLUDES A 0.801 PORTION OF THAT 1.00 ACRE TRACT OF LAND (OUT OF SAID 89.21 ACRE TRACT) CONVEYED TO COLETO WATER CO., INC. BY DEED RECORDED IN VOLUME 889, PAGE 302, OF THE DEED RECORDS OF VICTORIA COUNTY, TEXAS, SAID 0.864 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD SET IN THE SOUTHWEST LINE OF THE SAID REASER 89.21 ACRE TRACT OF LAND, SAME BEING IN THE NORTHEAST END OF GAIL LANE AS SHOWN IN SHADY OAKS SUBDIVISION SECTION V (RECORDED IN VOLUME 6, PAGE 193, OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS), SAID IRON ROD BEARS SOUTH 36° 12' EAST, A DISTANCE OF 23.00 FEET FROM THE SOUTHEAST CORNER OF LOT 10, BLOCK 12, OF SAID SHADY OAKS SUBDIVISION SECTION V, SAID IRON ROD AND PLACE OF BEGINNING ALSO BEING THE MOST NORTHWESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53° 48' EAST, A DISTANCE OF 25.00 FEET TO A 5/8 INCH IRON ROD SET FOR A CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 36° 12' EAST, A DISTANCE OF 43.75 FEET ALONG A LINE 25.00 FEET NORTHEAST OF AND PARALLEL TO THE SAID SOUTHWEST LINE OF THE SAID REASER 89.21 ACRE TRACT OF LAND TO A 5/8 INCH IRON ROD SET IN THE NORTHWEST LINE OF THE SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND, SAID IRON ROD BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 53° 48' EAST, A DISTANCE OF 148.00 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST NORTHEASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 36° 12' EAST, A DISTANCE OF 20.89 FEET TO THE NORTHWEST LINE OF SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND AND CONTINUING SOUTH 36° 12' EAST, A DISTANCE OF 190.36 FEET FOR A TOTAL DISTANCE OF 211.25 FEET TO A 5/8 INCH IRON ROD SET FOR THE MOST EASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 53° 48' WEST, A DISTANCE OF 128.12 FEET CROSSING THE SOUTHEAST LINE OF THE SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND AND AT A TOTAL DISTANCE OF 173.00 FEET TO A 5/8 INCH IRON ROD SET IN THE SAID SOUTHWEST LINE OF SAID REASER 89.21 ACRE TRACT OF LAND, SAID IRON ROD BEING THE MOST SOUTHERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 36° 12' WEST, (BASE BEARING SHOWN IN REASER AND COLETO WATER CO., INC. DEEDS) A DISTANCE OF 6.07 FEET TO THE MOST SOUTHERN CORNER OF THE SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND AND CONTINUING NORTH 36° 12' WEST A DISTANCE OF 208.71 FEET ALONG THE SAID SOUTHWEST LINE OF THE SAID

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REASER 89.21 ACRE TRACT OF LAND, SAME BEING THE SOUTHWEST LINE OF THE SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND TO THE MOST WESTERN CORNER OF THE SAID COLETO WATER CO., INC. 1.00 ACRE TRACT OF LAND AND CONTINUING NORTH 36° 12' WEST, A DISTANCE OF 3.53 FEET TO AN EXISTING 5/8 INCH IRON ROD AT THE NORTHEAST END OF THE SAID GAIL STREET AND THENCE CONTINUING NORTH 36° 12' WEST A DISTANCE OF 37.00 FEET ALONG THE NORTHEAST END OF GAIL LANE FOR A TOTAL DISTANCE OF 255.00 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN THESE METES AND BOUNDS 0.864 ACRE OF LAND.

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest in and to any of the following assets or personal property to the extent that they pertain to or are used in connection with the ownership, operation, and/or maintenance of the System (collectively, the "*Additional Assets*");

a) All easements, streets, rights-of-way, or other improvements, rights, or interests of any kind or nature providing access to the System and the Service Area, including, but not limited to, any rights and interests held or reserved by Assignor in any subdivision plats within the Service Area, all of Assignor's rights as declarant or otherwise under any restrictive covenants, all rights and interests held or reserve by Assignor in the following:

- a. Warranty Deed recorded in Volume 889, Page 302, Official Public Records of Victoria County, Texas, on September 8, 1975.
- b. Or other agreements or documents of any kind or nature.

b) All buildings, furniture, facilities, machinery, equipment, valves, meters, tools, devices, mobile work equipment, lines, plants, pipes, manholes, lift stations, pump stations, wells, lagoons, tanks, meters, valves, furniture, fixtures, inventory, merchandise, supplies, appurtenances, and other tangible items of personal property;

c) Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the Service Area, the right to collect assessments and/or fees, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as water, wastewater, electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;

d) Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;

e) All utility deposits and/or other deposits of any kind or nature which have been delivered to Assignor or which are held by any utility providers, governmental entities, or other third parties with respect to or in connection with the System; all prepaid expenses or fee credits of any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;

f) All indemnities or claims with respect to the System, all telephone exchanges used in connection with the System;

g) Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, and customer deposits, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and

h) Any other assets or personal property not described herein which are used or useful to operate the System.

{W1017327.2}