



Control Number: 51003



Item Number: 57

Addendum StartPage: 0

DOCKET NO. 51003

2021 MAY 12 PM 12:10

APPLICATION OF OAK HILL RANCH §
ESTATES WATER COMPANY AND §
CSWR-TEXAS UTILITY OPERATING §
COMPANY, LLC FOR SALE, §
TRANSFER, OR MERGER OF §
FACILITIES AND CERTIFICATE §
RIGHTS IN GUADALUPE AND §
WILSON COUNTIES §

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 March 25, 2021, 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 are a fully executed Bill of Sale. The effective date of the transaction was April 21, 2021.
3. There are no outstanding customer deposits associated with this water system.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 11.

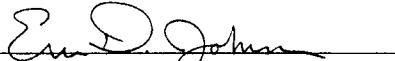
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II. PRAYER FOR RELIEF

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 documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

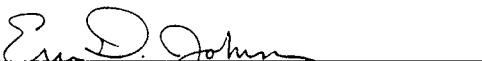
L. Russell Mitten
General Counsel
CSWR-Texas Utility Operating Company, LLC
1650 Des Peres Rd., Suite 303
St. Louis, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)


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 12th day of May 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.


Evan D. Johnson

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

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("*Assignment*") is executed to be effective as of April 21, 2021 (the "*Effective Date*"), by RICHARD W. BILLINGS d/b/a OAK HILLS RANCH ESTATES WATER COMPANY now known as BILLINGS WATER SUPPLY, ("*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 August 12, 2019 (as 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 Guadalupe 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.

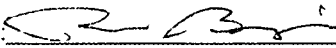
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions 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:

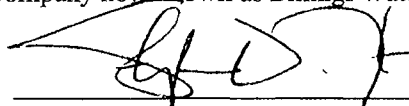
**RICHARD W. BILLINGS, d/b/a
Oak Hills Ranch Estates Water Company, now
known as Billings Water Supply**

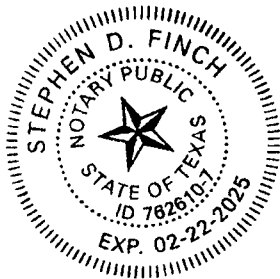
By: 
Printed Name: Richard W. Billings

THE STATE OF TEXAS §

COUNTY OF Guadalupe §

This instrument was acknowledged before me this 23rd day of April, 2021, by Richard W. Billings, d/b/a Oak Hills Ranch Estates Water Company now known as Billings Water Supply.

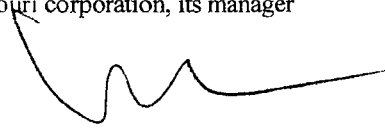

Notary Public Signature



ASSIGNEE:

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

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

By: 

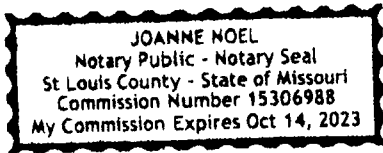
Josiah M. Cox, President

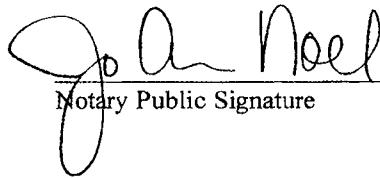
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

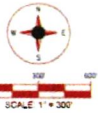
This instrument was acknowledged before me this 21st day of April, 2021, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

(SEAL)



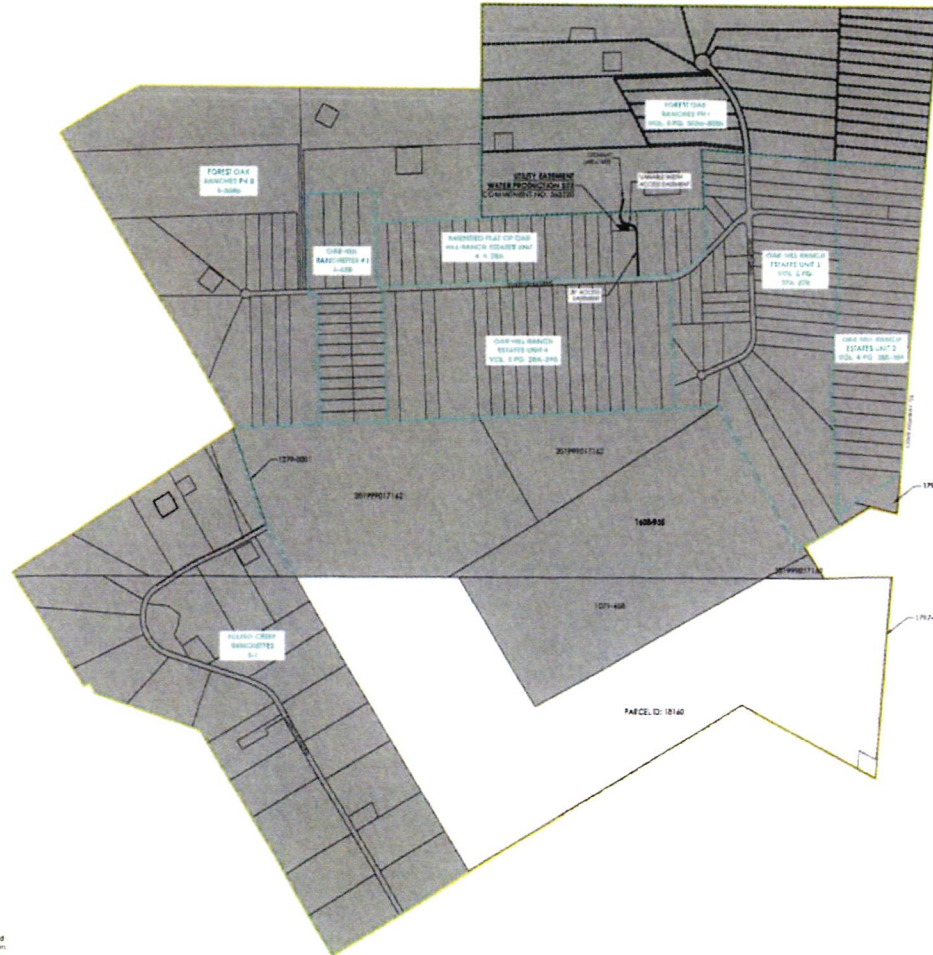


Notary Public Signature



FINAL SERVICE AREA MAP OAK HILL ESTATES (WATER) GUADALUPE, TX

SHADED AREAS INDICATE PLATS THAT HAVE BEEN ACCOUNTED FOR.



MAP LEGEND

PROPERTY LINES FOR RECORD PLAT	---
LOT LINE	---
PROPERTY EASEMENT	---
WATER SERVICE AREA	---

NOTICE

The customer is a graphical representation of the approximate service area for utility service. It is not intended to constitute a contract. The location, size, and depth of service lines are subject to change without notice.

Utility Main Derivatives

The utilities shown hereon are derived, in whole or in part, from the Certificate of Convenience and Necessity (CCN) and other documents provided by the system manager. 21 Design Group, Inc. has performed no field verification of the location, depth, or size of the utility lines shown hereon. The location, depth, or size of the utility lines shown hereon is approximate and should not be considered as being 100% accurate. It is shown for general layout of the system only and should not be used for interior encroachments.

Oak Hills Branch

The area served is approximately 12.7 miles South of the City of Seguin. Tracts located in the William H. Carter Survey (A-102), the Houston and Texas Central Railway Company Survey (A-100 & A-101), the original 1850 Survey (A-102), the W.J. Hooper Survey (A-107), the G.W. Hancock, Jr. Survey (A-108), the Charles Spangler Survey (A-109) and the C.W. Robinson Survey (A-107) in Comal County, Texas and in the T.J. Frost Survey (A-103), the H.J. Hooper Survey (A-104), the William H. Carter Survey (A-102), the A.C. Foster Survey (A-103), the G.W. Hancock, Jr. Survey (A-100), the W.C. Clark Survey (A-101), the Jay Hooper Survey (A-105) and in the original Wrens Survey (A-104) in Wilson County, Texas and being more particularly described as follows:

888944.00 at a point at the northeast corner of Lot 30 of the Forde Oak Ranches, Phase 1 Subdivision is a subdivision in Guadalupe County, Texas (per plat recorded in Volume 2, Page 3228 of the Guadalupe County Plat Records).

THENCE, the following twenty-one (21) courses:

- 1) South 01° 44' 50" West for a distance of 5,171.73 feet to a point;
- 2) North 70° 04' 44" West for a distance of 323.91 feet to a point;
- 3) South 50° 58' 33" West for a distance of 286.72 feet to a point;
- 4) South 07° 12' 38" West for a distance of 470.29 feet to a point;
- 5) South 31° 56' 18" East for a distance of 420.83 feet to a point;
- 6) North 08° 02' 48" East for a distance of 783.27 feet to a point;
- 7) South 04° 40' 42" West for a distance of 2,308.02 feet to a point;
- 8) North 81° 27' 27" West for a distance of 1,751.03 feet to a point;
- 9) South 38° 02' 02" West for a distance of 5,486.71 feet to a point;
- 10) North 30° 52' 00" West for a distance of 2,943.19 feet to a point;
- 11) North 70° 52' 47" West for a distance of 1,273.10 feet to a point;
- 12) North 30° 30' 00" West for a distance of 115.06 feet to a point;
- 13) South 58° 02' 48" West for a distance of 75.91 feet to a point;
- 14) North 02° 41' 54" West for a distance of 1,542.53 feet to a point;
- 15) North 58° 04' 05" East for a distance of 3,057.65 feet to a point;
- 16) North 34° 10' 28" West for a distance of 3,848.65 feet to a point;
- 17) North 58° 30' 38" East for a distance of 1,076.32 feet to a point;
- 18) South 00° 20' 20" East for a distance of 3,225.88 feet to a point;
- 19) North 00° 20' 24" East for a distance of 656.88 feet to a point;
- 20) North 00° 00' 00" East for a distance of 332.81 feet to a point;
- 21) South 70° 02' 20" East for a distance of 5,223.65 feet to the POINT OF BEGINNING and occupying 1,783.17 acres of land, more or less.

NOTE: This description is for utility lines and does not represent an actual boundary survey. This should be based on a division of land provided by 21 Design Group. The survey should include the location and should not be construed as being 100% accurate.



DATE:	04/23/23
PROJECT NO.:	2023-114
DRAWN BY:	A.A.K.
SCALE:	1"=400'
SHEET NO.:	1
SERVICE AREA MAP	



13111 Arroyo, Suite 201
Frisco, TX 75034
972.261.1111
www.21designgroup.com

EXHIBIT B

**UTILITY AND ACCESS EASEMENT
LOT 100, OAK HILLS RANCH ESTATES, UNIT 4
0.157 OF AN ACRE
METES AND BOUNDS DESCRIPTION**

Being a 0.157 of an acre parcel of land and variable width access easement situated approximately 12.3 miles South of the City of Seguin, in the Houston & Texas Central Railway Company Survey (Abstract No. 169) in Guadalupe County, Texas, and being out of and a part of Lot 100 of the Oak Hills Ranch, Unit 4 Subdivision, per plat recorded in Volume 5, Pages 28A, of the Guadalupe County Plat Records, and said Lot 100 being conveyed in a Deed without Warranty from Dos Amigos Gorditos, Inc. to Richard Billings dba Oak Hill Ranch Estates Water Company, dated January 15, 1997, recorded in Volume 1253, Page 693 of the Guadalupe County Official Public Records. Metes and bounds descriptions of said 0.157 of an acre parcel and access easement are as follows:

Utility Easement - 0.157 of an Acre

COMMENCING at a 1/2" iron rod found in the West line of Lot 101 of said Oak Hills Ranch Estates, Unit 4 Subdivision, for the northeast corner of Lot 99 of said Oak Hills Ranch Estates, Unit 4 Subdivision, same being the southeast corner of said Lot 100,

THENCE South 87° 39' 09" West, with the common line between said Lot 99 and said Lot 100, for a distance of 97.45 feet to a 5/8" steel rod with an orange plastic cap stamped "J Bludau RPLS #6390" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE South 87° 39' 09" West, continuing with the common line between said Lot 99 and said Lot 100, for a distance of 105.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the southwest corner of the herein described tract;

THENCE across said Lot 100, the following three (3) courses.

- 1) North 02° 20' 51" West for a distance of 65.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northwest corner of the herein described tract;
- 2) North 87° 39' 09" East for a distance of 105.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northeast corner of the herein described tract;
- 3) South 02° 20' 51" East for a distance of 65.00 feet to the **POINT OF BEGINNING**, and containing 0.157 of an acre (6,825 square feet) of land.

Variable Width Access Easement - 0.145 of an Acre

BEGINNING at a 1/2" iron rod found in the West line of said Lot 101, for the northeast corner of said Lot 99, same being the southeast corner of said Lot 100 and of the herein described access easement,

THENCE South 87° 39' 09" West, with the common line between said Lot 99 and said Lot 100, for a distance of 20.00 feet to a point for the southwest corner of the herein described tract;

THENCE across said Lot 100, the following nine (9) courses.

- 1) North 36° 05' 10" West for a distance of 34.41 feet to a point for corner,
- 2) North 59° 42' 21" West for a distance of 32.59 feet to a point for corner;
- 3) South 87° 39' 09" West for a distance of 30.89 feet to a point for corner,

- 4) North 02° 20' 51" West for a distance of 18.80 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for an interior corner;
- 5) South 87° 39' 09" West for a distance of 18.02 feet to a point for corner,
- 6) North 84° 15' 37" West for a distance of 38.70 feet to a point for corner,
- 7) North 56° 43' 24" West for a distance of 41.51 feet to a point for corner;
- 8) North 15° 07' 39" West for a distance of 61.31 feet to a point for corner,
- 9) North 01° 00' 59" West for a distance of 45.59 feet to a point in the North line of said Lot 100, same being the South line of Lot 1, of the Forest Oak Ranches, Phase 1 Subdivision, per plat recorded in Volume 5, Page 302B, of the Guadalupe County Plat Records, for the northwest corner of the herein described access easement;

THENCE North 87° 39' 09" East, with the common line between said Lot 1 and said Lot 100, for a distance of 20.35 feet to a point for the northeast corner of the herein described access easement;

THENCE continuing across said Lot 100, the following nine (9) courses.

- 1) South 12° 35' 57" West for a distance of 1.48 feet to a point for corner,
- 2) South 01° 00' 59" East for a distance of 42.16 feet to a point for corner,
- 3) South 15° 07' 39" East for a distance of 51.24 feet to a point for corner;
- 4) South 56° 43' 24" East for a distance of 29.01 feet to a point for corner,
- 5) South 84° 15' 37" East for a distance of 32.38 feet to a point for corner;
- 6) South 78° 40' 01" East for a distance of 30.71 feet to a point for corner;
- 7) South 66° 12' 39" East for a distance of 26.20 feet to a point for corner,
- 8) South 59° 42' 21" East for a distance of 42.63 feet to a point for corner;
- 9) South 36° 05' 10" East for a distance of 44.66 feet to a point in the West line of said Lot 101, same being the East line of said Lot 100, for corner,

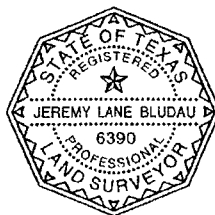
THENCE South 02° 20' 51" East, with the common line between said Lot 100 and said Lot 101, for a distance of 6.06 feet to the **POINT OF BEGINNING**, and containing 0.145 of an acre (6,336 square feet) of land

All bearings are based on Grid North, Texas State Plane Coordinate System, NAD83(2011) Texas South Central Zone No. 4204. The unit measure for all distances is US Survey Feet and are represented as surface values and may be converted to grid by dividing by the surface adjustment factor of 1.00013.

I hereby certify that the foregoing metes and bounds description and accompanied survey plat were prepared from a survey performed on the ground under my direct supervision, and correctly represents the facts found at the time of the survey.

Jeremy L. Bludau

Jeremy L. Bludau
Registered Professional Land Surveyor
License No. 6390
Maverick Engineering, Inc., Firm # 100491-02
State of Texas
Surveyed September 9, 2020



**20-FOOT WIDE ACCESS EASEMENT
LOT 99, OAK HILLS RANCH ESTATES, UNIT 4
0.242 OF AN ACRE
METES AND BOUNDS DESCRIPTION**

Being a 0.242 of an acre access easement situated approximately 12.3 miles South of the City of Seguin, in the Houston & Texas Central Railway Company Survey (Abstract No 169) in Guadalupe County, Texas, and being out of and a part of Lot 99 of the Oak Hills Ranch, Unit 4 Subdivision, per plat recorded in Volume 5, Pages 28A, of the Guadalupe County Plat Records, and said Lot 99 being conveyed in a Warranty Deed from Wilshire Credit Corporation to Hugh Roger Zaeske, et ux, dated December 2, 1999, recorded in Volume 1242, Page 768 of the Guadalupe County Official Public Records, and being that same 20-foot wide access easement as shown on the plat of said Oak Hills Ranch, Unit 4 Subdivision. All Lot references herein are to said Oak Hills Ranch, Unit 4 Subdivision, unless otherwise noted. Metes and bounds description of said 0.242 of an acre access easement is as follows

BEGINNING at a 1/2" iron rod found in the West line of Lot 101, for the southeast corner of Lot 100, same being the northeast corner of said Lot 99 and of the herein described access easement;

THENCE South 02° 20' 51" East, with the common line between said Lot 99 and said Lot 101, for a distance of 526.00 feet to a point in the northerly right-of-way line of Sandy Oaks Drive (60-foot wide right-of-way), for the southwest corner of said Lot 101, same being the southeast corner of said Lot 99 and of the herein described access easement,

THENCE South 87° 39' 09" West, with said northerly right-of-way line of Sandy Oaks Drive, with the South line of said Lot 99, for a distance of 20.00 feet to a point for the southwest corner of the herein described access easement,

THENCE North 02° 20' 51" West, across said Lot 99, for a distance of 526.00 feet to a point in the South line of said Lot 100, same being the North line of said Lot 99, for the northwest corner of the herein described access easement, from which a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the southeast corner of a 0.157 of an acre utility easement (this same day surveyed) bears South 87° 39' 09" West, a distance of 77.45 feet;

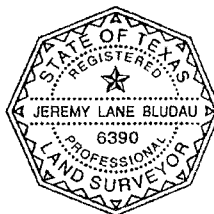
THENCE North 87° 39' 09" East, with the common line between said Lot 99 and said Lot 100, for a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 0.242 of an acre (10,520 square feet) of land.

All bearings are based on Grid North, Texas State Plane Coordinate System, NAD83(2011) Texas South Central Zone No 4204. The unit measure for all distances is US Survey Feet and are represented as surface values and may be converted to grid by dividing by the surface adjustment factor of 1.00013.

I hereby certify that the foregoing metes and bounds description and accompanied survey plat were prepared from a survey performed on the ground under my direct supervision, and correctly represents the facts found at the time of the survey.

Jeremy L Bludau

Jeremy L. Bludau
Registered Professional Land Surveyor
License No 6390
Maverick Engineering, Inc. Firm # 100491-02
State of Texas
Surveyed September 9, 2020



**UTILITY AND ACCESS EASEMENT
LOT 1, FOREST OAK RANCHES, PHASE 1
0.009 OF AN ACRE
METES AND BOUNDS DESCRIPTION**

Being a 0.009 of an acre parcel of land and 20-foot wide access easement situated approximately 12.3 miles South of the City of Seguin, in the Houston & Texas Central Railway Company Survey (Abstract No 169) in Guadalupe County, Texas, and being out of and a part of Lot 1 of the Forest Oak Ranches, Phase 1 Subdivision, per plat recorded in Volume 5, Page 302B, of the Guadalupe County Plat Records, and said Lot 1 being conveyed in a Warranty Deed with Vendor's Lien from Carl F. Myers, et ux to Kenneth Wayne Aplon, et ux, dated February 4, 2011, recorded in Volume 2965, Page 388 of the Guadalupe County Official Public Records. Metes and bounds descriptions of said 0.009 of an acre parcel and access easement are as follows.

Utility Easement - 0.009 of an Acre

COMMENCING at a 1/2" iron rod found in the South line of said Lot 1, for the northeast corner of Lot 101, same being the northwest corner of Lot 102 of the Oak Hills Ranch Estates, Unit 4 Subdivision, per plat recorded in Volume 5, Page 28A of the Guadalupe County Plat Records,

THENCE South 87° 39' 09" West, with the common line between said Lot 101 and said Lot 1, at a distance of 150.00 feet pass a 4" diameter creosote fence corner post found for the northwest corner of said Lot 101, same being the northeast corner of Lot 100 of said Oak Hills Ranch Estates, Unit 4 Subdivision, and continuing with the common line between said Lot 100 and said Lot 1, for a total distance of 292.71 feet to a point,

THENCE North 02° 20' 51" West, across said Lot 1, for a distance of 138.46 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE continuing across said Lot 1, the following four (4) courses

- 1) North 77° 24' 03" West for a distance of 20.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the southwest corner of the herein described tract;
- 2) North 12° 35' 57" East for a distance of 20.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northwest corner of the herein described tract;
- 3) South 77° 24' 03" East for a distance of 20.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northeast corner of the herein described tract;
- 4) South 12° 35' 57" West for a distance of 20.00 feet to the **POINT OF BEGINNING**, and containing 0.009 of an acre (400 square feet) of land

20-Foot Wide Access Easement - 0.067 of an Acre

COMMENCING at a 1/2" iron rod found in the South line of said Lot 1, for the northeast corner of said Lot 101, same being the northwest corner of said Lot 102;

THENCE South 87° 39' 09" West, with the common line between said Lot 101 and said Lot 1, at a distance of 150.00 feet pass a 4" diameter creosote fence corner post found for the northwest corner of said Lot 101, same being the northeast corner of said Lot 100, and continuing with the common line between said Lot 100 and said Lot 1, for a total distance of 329.68 feet to the southeast corner and **POINT OF BEGINNING** of the herein described access easement;

THENCE South 87° 39' 09" West, continuing with the common line between said Lot 100 and said Lot 1, for a distance of 20.35 feet to the southwest corner of the herein described access easement,

THENCE across said Lot 1, the following four (4) courses:

- 1) North 01° 00' 59" West for a distance of 1 43 feet to a point for an angle corner;
- 2) North 12° 35' 57" East for a distance of 147.18 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northwest corner of the herein described access easement;
- 3) South 77° 24' 03" East for a distance of 20.00 feet to a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" set for the northeast corner of the herein described access easement,
- 4) South 12° 35' 57" West for a distance of 143.31 feet to the **POINT OF BEGINNING**, and containing 0 067 of an acre (2,919 square feet) of land.

All bearings are based on Grid North, Texas State Plane Coordinate System, NAD83(2011) Texas South Central Zone No. 4204. The unit measure for all distances is US Survey Feet and are represented as surface values and may be converted to grid by dividing by the surface adjustment factor of 1.00013

I hereby certify that the foregoing metes and bounds description and accompanied survey plat were prepared from a survey performed on the ground under my direct supervision, and correctly represents the facts found at the time of the survey

Jeremy L. Bludau

Jeremy L. Bludau
Registered Professional Land Surveyor
License No. 6390
Maverick Engineering, Inc., Firm # 100491-02
State of Texas
Surveyed September 9, 2020

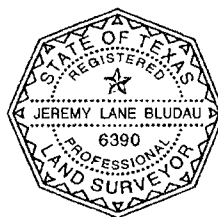


EXHIBIT C
ADDITIONAL ASSETS

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 reserved by Assignor in the following:

- a. Declaration of Covenants, Conditions and Restrictions recorded in Instrument Volume 808, Page 301, Official Public Records of Guadalupe County, Texas, on May 19, 1987;
- b. Deed Without Warranty recorded in Instrument Volume 1253, Page 0693, Official Public Records of Guadalupe County, Texas, on February 18, 1997;
- c. Equipment Structure Agreement and Easement recorded in Document Number 202099014139, Official Public Records of Guadalupe County, Texas, on June 9, 2020;
- d. Agreement recorded in Instrument Volume 802, Page 297, Official Public Records of Guadalupe County, Texas, on April 6, 1987;
- e. Addendum to Agreement recorded in Instrument Volume 802, Page 300, Official Public Records of Guadalupe County, Texas, on April 6, 1987;
- f. 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, pump stations, wells, 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 or 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.

i) Provided, however, nothing herein is intended nor will be deemed or construed to constitute a conveyance or assignment of Assignor's fee simple title to Lot 100, Oak Hills Ranch Estates, Unit 4, according to plat recorded in Vol. 5, Pages 28A-29B of the Plat Records of Guadalupe County, Texas and Assignor's right to construct, place and maintain a residence thereon, or a waiver of the restriction set forth in the Equipment Structure Agreement and Easement that at no time may water production be increased by Assignee to the extent that such increase reduces current production of water from Assignor's private well located on Lot 100.

j) Provided, further, nothing herein is intended nor will it be deemed or construed to include a conveyance or assignment of Assignor's residential structure and appurtenances located outside of the easements assigned as part of this transaction nor shall it include any of Assignor's personal property, furniture, and tools owned in association with Assignor's residential occupancy or equipment and appurtenances to Assignor's personal water well located outside of the easements assigned as part of this transaction.