



Control Number: 51026



Item Number: 42

Addendum StartPage: 0

DOCKET NO. 51026



APPLICATION OF TALL PINES §
UTILITY, INC. AND CSWR-TEXAS §
UTILITY OPERATING COMPANY, §
LLC FOR SALE, TRANSFER, OR §
MERGER OF FACILITIES AND §
CERTIFICATE RIGHTS IN HARRIS §
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

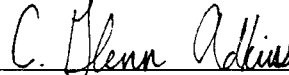
1. Order No. 8, issued on January 8, 2020, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days of after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") 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 January 20, 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. 8.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 8, 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)

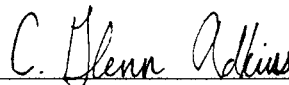


Evan D. Johnson
State Bar No. 24065498
Kate Norman
State Bar No. 24051121
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
kate.norman@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of February 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

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

BILL OF SALE AND ASSIGNMENT

1002-287373-RTT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 20, 2021 (the "Effective Date"), by TALL PINES UTILITY, INC., a Texas corporation ("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 20, 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 Harris 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:

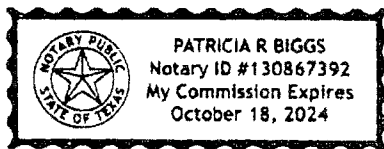
TALL PINES UTILITY, INC.,
a Texas corporation

By: *Linda Gaddy*
Printed Name: Linda Gaddy
Title: Vice-President

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me this 20 day of January, 2021, by Linda Gaddy, Vice-President of Tall Pines Utility, Inc., a Texas corporation, on behalf of said corporation.




Patricia R Biggs
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: 

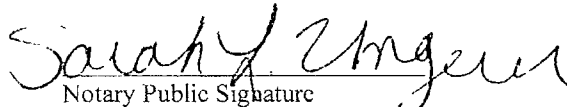
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 19th day of January, 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

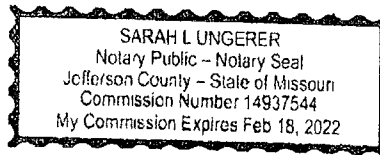


EXHIBIT A
SERVICE AREA LEGAL DESCRIPTION

Tall Pines

The area served is approximately 20.6 miles northwest of the City of Houston, Texas located in the John H. Callihan Survey (A-10), in Harris County, Texas and being more particularly described as follows: BEGINNING at a point at the South corner of Lot 1, Block 4 of the Tall Pines Subdivision, a subdivision in Harris County, Texas (subdivision plat unrecorded);

THENCE, the following thirty-six (36) courses:

- 1) North 46° 41' 52" West for a distance of 598.05 feet to a point;
- 2) South 43° 49' 20" West for a distance of 593.25 feet to a point;
- 3) South 43° 44' 27" West for a distance of 148.84 feet to a point;
- 4) South 43° 49' 34" West for a distance of 139.93 feet to a point;
- 5) North 46° 59' 26" West for a distance of 310.00 feet to a point;
- 6) North 43° 49' 34" East for a distance of 145.00 feet to a point;
- 7) South 46° 59' 26" East for a distance of 75.93 feet to a point;
- 8) North 43° 01' 06" East for a distance of 148.92 feet to a point;
- 9) South 46° 58' 54" East for a distance of 196.51 feet to a point;
- 10) North 43° 44' 55" East for a distance of 412.07 feet to a point;
- 11) North 46° 58' 45" West for a distance of 520.83 feet to a point;
- 12) North 43° 58' 41" East for a distance of 217.91 feet to a point;
- 13) South 46° 58' 44" East for a distance of 550.25 feet to a point;
- 14) North 43° 54' 36" East for a distance of 594.84 feet to a point;
- 15) North 43° 54' 34" East for a distance of 770.61 feet to a point;
- 16) North 43° 59' 50" East for a distance of 930.01 feet to a point;
- 17) North 44° 07' 08" East for a distance of 894.92 feet to a point;
- 18) South 46° 52' 54" East for a distance of 584.03 feet to a point;
- 19) South 43° 35' 20" West for a distance of 1,041.22 feet to a point;
- 20) South 33° 40' 14" East for a distance of 184.11 feet to a point;
- 21) South 56° 28' 12" West for a distance of 217.34 feet to a point;
- 22) South 34° 14' 49" East for a distance of 145.31 feet to a point;
- 23) South 13° 42' 29" East for a distance of 101.51 feet to a point;
- 24) South 70° 49' 08" West for a distance of 88.55 feet to a point;
- 25) South 63° 58' 49" West for a distance of 53.34 feet to a point;
- 26) South 60° 09' 16" West for a distance of 45.98 feet to a point;
- 27) South 53° 54' 55" West for a distance of 62.44 feet to a point;
- 28) South 49° 16' 58" West for a distance of 60.38 feet to a point;
- 29) South 39° 49' 28" West for a distance of 391.41 feet to a point;
- 30) South 44° 16' 49" West for a distance of 431.84 feet to a point;
- 31) South 45° 28' 33" West for a distance of 119.34 feet to a point;
- 32) South 43° 09' 08" East for a distance of 34.20 feet to a point;
- 33) South 46° 50' 52" West for a distance of 145.64 feet to a point;
- 34) North 47° 15' 27" West for a distance of 311.66 feet to a point;
- 35) South 43° 35' 20" West for a distance of 273.55 feet to a point;
- 36) South 43° 12' 49" West for a distance of 193.23 feet to the POINT OF BEGINNING, and containing 60.003 acres of land, more or less.

EXHIBIT B

TRACT 1
TALL PINES
0.059 OF AN ACRE UTILITY EASEMENT
METES AND BOUNDS DESCRIPTION

Being 0.059 of an acre (2,559 square feet) of land situated in Harris County, Texas, in the John H. Callahan Survey, (A-10), being out of and a part of a tract of 20,772.67 square feet of land described in a Warranty Deed from Bernard F. Adam, Jr., Jerry C. Adam, Terry J. Adam and Robert J. Adam, to Eugene M. Thompson and wife, Leigh and Thompson, dated December 20, 1999, recorded in Document #U153401 of the Harris County Official Records, and also being out of and a part of a tract of land described as the most southerly 40 feet of Lot 5, Block 4, of Tall Pines Subdivision (an unrecorded subdivision) to K & L Utility Service Inc. as Lessee in a certain Lease Agreement with Bernard F. Adam, Jr., Jerry C. Adam, Terry J. Adam and Robert J. Adam on March 1, 1985. All deed references herein are to said Harris County Official Records unless otherwise noted. Metes and bounds description of said 0.059 of an acre easement is as follows:

BEGINNING at a 3" diameter chainlink fence corner post set in concrete found in the northeasterly line of a Harris County Flood Control District 140 foot wide right-of-way (recording information not found), for the West corner of Lot 4, Block 4 of said subdivision, same being the South corner of said Lot 5, and the South corner of said 0.059 of an acre easement:

THENCE North 46° 12' 26" West with the line common to said Harris County 140 foot wide right-of-way and said Lot 5, at 5.00 feet pass a 5/8" steel rod with yellow plastic cap stamped "P. Matusek, RPLS #4518" set for reference, and continuing a total distance of 57.97 feet to a point for the West corner of said 0.059 of an acre easement, from which a 5/8" steel rod with yellow plastic cap stamped "P. Matusek, RPLS #4518" set for the West corner of said Lot 5 bears North 46° 12' 26" West, a distance of 49.46 feet;

THENCE North 47° 25' 53" East across said Lot 5, a distance of 45.35 feet to a point for the North corner of said 0.059 of an acre easement,

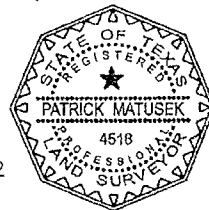
THENCE South 46° 13' 37" East continuing across said Lot 5, a distance of 55.09 feet to a point in the northwest line of said Lot 4, same being in the southeast line of said Lot 5, for the East corner of said 0.059 of an acre easement, from which a 1/2" iron pipe found bears North 43° 47' 34" East, a distance of 147.51 feet for the East corner of said Lot 5 and the North corner of said Lot 4,

THENCE South 43° 47' 34" West with the line common to said Lot 4 and said Lot 5, at a distance of 5.28 feet pass a 5/8" steel rod with yellow plastic cap stamped "P. Matusek, RPLS #4518" set for the East corner of said K & L Utility tract, and continuing a total distance of 45.28 feet to the **POINT OF BEGINNING**, containing 0.059 of an acre of land (2,559 square feet). 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.

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



Patrick Matusek
Registered Professional Land Surveyor
Maverick Engineering, Inc., Firm # 100491-02
License No. 4518, State of Texas
Surveyed October 22, 2019



**TRACT 2
TALL PINES
0.013 OF AN ACRE ACCESS EASEMENT
METES AND BOUNDS DESCRIPTION**

Being 0 013 of an acre (563 square feet) of land situated in Harris County, Texas, in the John H. Callahan Survey, (A-10), being out of and a part of a tract of 20,772.67 square feet of land described in a Warranty Deed from Bernard F. Adam, Jr., Jerry C. Adam, Terry J. Adam and Robert J. Adam, to Eugene M. Thompson and wife, Leigh and Thompson, dated December 20, 1999, recorded in Document #U153401 of the Harris County Official Records, and also being out of and a part of a tract of land described as the most southerly 40 feet of Lot 5, Block 4, of Tall Pines Subdivision (an unrecorded subdivision) to K & L Utility Service, Inc., as Lessee in a certain Lease Agreement with Bernard F. Adam, Jr., Jerry C. Adam, Terry J. Adam and Robert J. Adam on March 1, 1985. All deed references herein are to said Harris County Official Records unless otherwise noted. Metes and bounds description of said 0.013 of an acre easement is as follows

BEGINNING at a point in the southeasterly right-of-way line of Pine Drive (60 foot wide), same being the northwest line of said Lot 5, for the West corner of said 0 013 of an acre easement, from which a 5/8" steel rod with yellow plastic cap stamped "P. Matusek, RPLS #4518" set for the West corner of said Lot 5, same being in the northeasterly line of a Harris County Flood Control District 140 foot wide right-of-way (recording information not found) bears South 43° 47' 34" West, a distance of 9 87 feet;

THENCE North 43° 47' 34" East with the southeasterly line of said Pine Drive and with the northwest line of said Lot 5, a distance of 16.53 feet to a point for the North corner of said 0.013 of an acre easement, from which a 5/8" steel rod with yellow plastic cap stamped "P. Matusek, RPLS #4518" set for the North corner of said K & L Utility tract bears North 43° 47' 34" East, a distance of 13 60 feet;

THENCE across said Lot 5, the following seven (7) courses:

- 1) South 28° 47' 25" East, a distance of 23 54 feet to a point for an angle corner;
- 2) South 27° 27' 45" East, a distance of 16 96 feet to a point for an angle corner,
- 3) South 26° 35' 48" East, a distance of 12 27 feet to a point in the northwest line of Tract 1, surveyed this day, for the East corner of said 0.013 of an acre easement;
- 4) South 47° 25' 53" West, with said northwest line of Tract 1, a distance of 7.13 feet to a point for the South corner of said 0.013 of an acre easement,
- 5) North 34° 32' 40" West, a distance of 19.05 feet to a point for an angle corner,
- 6) North 37° 41' 56" West, a distance of 19.15 feet to a point for an angle corner;
- 7) North 43° 42' 41" West, a distance of 12 05 feet to the **POINT OF BEGINNING**, containing 0.013 of an acre of land (563 square feet). 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.

I hereby certify the foregoing metes and bounds description and attached survey plat were prepared from a survey performed on the ground under my supervision, and represent the facts found at the time of the survey

Patrick Matusek

Patrick Matusek
Registered Professional Land Surveyor
Maverick Engineering, Inc., Firm # 100491-02
License No 4518, State of Texas
Surveyed October 22, 2019

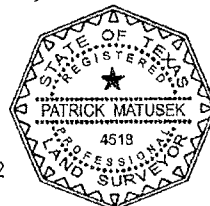


EXHIBIT C
ADDITIONAL ASSETS

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. Restrictive Covenants recorded in Instrument B746776, Official Public Records of Harris County, Texas, on August 26, 1963;
- b. Modification of Restrictions of Tall Pines Subdivision an Unrecorded Addition in Harris County, Texas recorded in Instrument E349881, Official Public Records of Harris County, Texas, on January 22, 1975;
- c. Tall Pines Addition, an unrecorded addition in Harris County, Texas;
- d. Bill of Sale, dated August 2, 1999 between K & L Utility Service, Inc., and Tall Pines Utility, Inc.;
- e. 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, maintenanc, 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.