



Control Number: 51047



Item Number: 39

Addendum StartPage: 0

Coffin | Renner

February 26, 2021



Hon. Katie Moore
Administrative Law Judge
Public Utility Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

Re: Docket No. 51047; *Application of Jones-Owens Company dba South Silver Creek I, II, and III and CSWR-Texas Utility Operating Company, LLC for Sale, Transfer, or Merger of Facilities and Certificate Rights in Burnet County*

Dear Judge Moore:

Pursuant to discussions with Commission Staff, CSWR-Texas Utility Operating Company, LLC ("CSWR-Texas") submits the attached updated bill of sale evidencing the consummation of the subject transaction.

Please do not hesitate to contact me if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Evan D. Johnson".

Evan D. Johnson
Attorney for CSWR, LLC

cc: All Parties of Record

A handwritten mark or signature in the bottom right corner of the page, appearing to be the initials "ER" or similar.

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHIVE
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 BURNET §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 29, 2021 (the "Effective Date"), by OWEN, INC., a Texas corporation ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as an entity with interests affiliated with and related to Council Creek Village, Inc. as "Seller", and Assignee or Assignee's affiliate as "Buyer," are parties to or have interests in that certain "Agreement for Sale of Utility System" dated September 26, 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 Burnet 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 reasonably 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:

OWEN, INC.
a Texas corporation

By: The Estate of Hessie Williams Owen, Deceased
Its: Sole Shareholder and President

By: Jack Edward Owen, Jr. IND. EXEC.
Jack Edward Owen, Jr., Independent Executor

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 17th day of January, 2021, by Jack Edward Owen, Jr., Independent Executor for the Estate of Hessie Williams Owen, the Sole Shareholder and President of Owen, Inc. a Texas corporation, on behalf of said corporation.

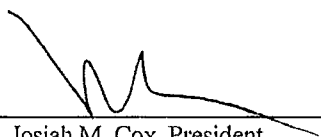
Catherine L. Hawn
Notary Public Signature



ASSIGNEE:

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

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

By: 

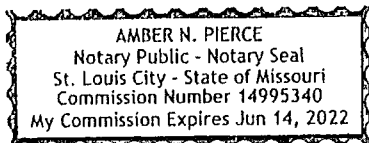
Josiah M. Cox, President

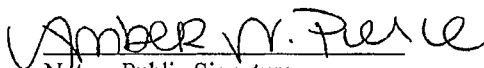
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 13 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

South Silver Creek Village

The area served is approximately 11.9 miles northwest of the City of Burnet, Texas located in the John Harvey Survey (A-433), the James G. Swisher Survey (A-832) and the Leroy Smith Survey (A-835), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 279, of the South Silver Creek Village Subdivision, Unit Two, a subdivision in Burnet County, Texas (per plat recorded in Volume 1, Page 204 and in Cabinet 1, Slide 46C of the Burnet County Plat Records);

THENCE, the following one-hundred fourteen (114) courses:

- 1) North 88° 11' 50" East for a distance of 747.51 feet to a point;
- 2) North 89° 22' 43" East for a distance of 438.78 feet to a point;
- 3) North 84° 39' 14" East for a distance of 458.41 feet to a point;
- 4) North 52° 17' 26" East for a distance of 102.86 feet to a point;
- 5) North 84° 26' 14" East for a distance of 217.08 feet to a point;
- 6) South 83° 09' 08" East for a distance of 89.15 feet to a point;
- 7) South 29° 18' 08" East for a distance of 467.74 feet to a point;
- 8) South 36° 48' 57" East for a distance of 330.77 feet to a point;
- 9) South 51° 30' 20" East for a distance of 387.59 feet to a point;
- 10) South 54° 45' 33" East for a distance of 60.49 feet to a point;
- 11) South 61° 34' 34" East for a distance of 188.07 feet to a point;
- 12) South 56° 25' 47" East for a distance of 81.44 feet to a point;
- 13) South 55° 29' 28" East for a distance of 347.79 feet to a point;
- 14) South 53° 58' 27" East for a distance of 1,032.66 feet to a point;
- 15) South 44° 22' 22" East for a distance of 107.88 feet to a point;
- 16) South 16° 42' 46" East for a distance of 390.72 feet to a point;
- 17) North 88° 31' 14" East for a distance of 366.77 feet to a point;
- 18) South 01° 28' 46" East for a distance of 1,000.01 feet to a point;
- 19) North 88° 36' 56" East for a distance of 1,278.50 feet to a point;
- 20) South 01° 26' 46" East for a distance of 78.27 feet to a point;
- 21) South 88° 31' 14" West for a distance of 25.03 feet to a point;
- 22) South 01° 26' 46" East for a distance of 114.02 feet to a point;
- 23) South 22° 23' 14" West for a distance of 63.39 feet to a point;
- 24) South 32° 27' 46" East for a distance of 121.28 feet to a point;
- 25) South 13° 14' 46" East for a distance of 101.47 feet to a point;
- 26) South 06° 29' 14" West for a distance of 154.50 feet to a point;
- 27) South 04° 51' 45" East for a distance of 75.89 feet to a point;
- 28) South 08° 03' 46" East for a distance of 149.99 feet to a point;
- 29) South 02° 00' 46" East for a distance of 77.16 feet to a point;
- 30) South 69° 48' 09" East for a distance of 44.53 feet to a point;
- 31) South 44° 43' 46" East for a distance of 138.57 feet to a point;
- 32) South 40° 32' 14" West for a distance of 780.27 feet to a point;
- 33) South 42° 04' 18" West for a distance of 75.97 feet to a point;
- 34) South 38° 02' 56" West for a distance of 115.27 feet to a point;
- 35) North 66° 32' 50" West for a distance of 53.00 feet to a point;
- 36) North 35° 03' 54" West for a distance of 70.22 feet to a point;

- 37) North 23° 39' 09" West for a distance of 77.93 feet to a point;
- 38) North 06° 44' 43" West for a distance of 119.43 feet to a point;
- 39) North 60° 37' 57" West for a distance of 75.56 feet to a point;
- 40) North 43° 28' 15" West for a distance of 69.64 feet to a point;
- 41) North 15° 01' 31" West for a distance of 109.61 feet to a point;
- 42) North 00° 14' 08" West for a distance of 133.88 feet to a point;
- 43) North 85° 22' 32" West for a distance of 205.03 feet to a point;
- 44) North 55° 20' 46" West for a distance of 242.77 feet to a point;
- 45) South 88° 31' 14" West for a distance of 16.44 feet to a point;
- 46) South 81° 53' 14" West for a distance of 176.90 feet to a point;
- 47) South 42° 45' 14" West for a distance of 193.18 feet to a point;
- 48) South 57° 04' 14" West for a distance of 115.21 feet to a point;
- 49) North 69° 33' 46" West for a distance of 86.26 feet to a point;
- 50) North 51° 34' 46" West for a distance of 129.84 feet to a point;
- 51) North 35° 31' 46" West for a distance of 153.76 feet to a point;
- 52) North 63° 58' 46" West for a distance of 89.46 feet to a point;
- 53) North 46° 23' 46" West for a distance of 59.71 feet to a point;
- 54) North 19° 23' 14" East for a distance of 74.83 feet to a point;
- 55) North 29° 38' 46" West for a distance of 270.47 feet to a point;
- 56) North 27° 31' 14" East for a distance of 93.85 feet to a point;
- 57) North 40° 39' 39" East for a distance of 128.71 feet to a point;
- 58) North 08° 06' 14" East for a distance of 252.82 feet to a point;
- 59) North 01° 00' 46" West for a distance of 268.36 feet to a point;
- 60) North 75° 52' 14" East for a distance of 88.94 feet to a point;
- 61) North 14° 52' 14" East for a distance of 29.52 feet to a point;
- 62) North 60° 13' 46" West for a distance of 89.29 feet to a point;
- 63) North 36° 51' 46" West for a distance of 296.04 feet to a point;
- 64) South 81° 02' 07" West for a distance of 153.23 feet to a point;
- 65) South 77° 08' 14" West for a distance of 101.62 feet to a point;
- 66) North 20° 23' 46" West for a distance of 39.30 feet to a point;
- 67) North 14° 05' 14" East for a distance of 84.05 feet to a point;
- 68) North 42° 52' 14" East for a distance of 65.30 feet to a point;
- 69) North 34° 54' 14" East for a distance of 100.28 feet to a point;
- 70) North 33° 24' 18" East for a distance of 57.95 feet to a point;
- 71) South 66° 51' 46" East for a distance of 45.00 feet to a point;
- 72) South 73° 55' 46" East for a distance of 10.56 feet to a point;
- 73) North 33° 50' 27" East for a distance of 33.07 feet to a point;
- 74) North 82° 08' 14" East for a distance of 19.28 feet to a point;
- 75) North 11° 47' 14" East for a distance of 167.45 feet to a point;
- 76) North 07° 16' 46" West for a distance of 111.30 feet to a point;
- 77) North 02° 42' 14" East for a distance of 230.83 feet to a point;
- 78) North 09° 52' 46" East for a distance of 217.38 feet to a point;
- 79) North 52° 30' 04" West for a distance of 151.98 feet to a point;
- 80) North 54° 28' 10" West for a distance of 753.78 feet to a point;
- 81) North 54° 36' 44" West for a distance of 352.13 feet to a point;
- 82) North 57° 07' 09" West for a distance of 140.45 feet to a point;
- 83) North 62° 07' 55" West for a distance of 271.06 feet to a point;
- 84) North 52° 18' 33" West for a distance of 249.82 feet to a point;
- 85) North 41° 15' 15" West for a distance of 27.31 feet to a point;
- 86) South 00° 03' 32" West for a distance of 244.80 feet to a point;
- 87) South 01° 53' 46" East for a distance of 470.87 feet to a point;

- 88) South 88° 06' 14" West for a distance of 67.59 feet to a point;
- 89) South 51° 03' 24" West for a distance of 133.06 feet to a point;
- 90) South 41° 00' 14" West for a distance of 62.82 feet to a point;
- 91) South 63° 23' 14" West for a distance of 88.54 feet to a point;
- 92) South 77° 55' 14" West for a distance of 95.93 feet to a point;
- 93) South 79° 45' 12" West for a distance of 131.98 feet to a point;
- 94) South 86° 54' 14" West for a distance of 77.99 feet to a point;
- 95) North 88° 55' 46" West for a distance of 77.75 feet to a point;
- 96) North 86° 11' 46" West for a distance of 77.70 feet to a point;
- 97) North 19° 08' 46" West for a distance of 312.82 feet to a point;
- 98) North 43° 53' 46" West for a distance of 115.30 feet to a point;
- 99) North 59° 53' 46" West for a distance of 519.65 feet to a point;
- 100) North 49° 08' 28" West for a distance of 94.70 feet to a point;
- 101) North 62° 00' 36" West for a distance of 264.93 feet to a point;
- 102) South 88° 15' 39" West for a distance of 147.94 feet to a point;
- 103) North 60° 37' 46" West for a distance of 89.20 feet to a point;
- 104) North 49° 44' 46" West for a distance of 108.84 feet to a point;
- 105) North 25° 27' 46" West for a distance of 81.08 feet to a point;
- 106) North 33° 32' 46" West for a distance of 103.25 feet to a point;
- 107) North 52° 05' 46" West for a distance of 152.91 feet to a point;
- 108) North 82° 03' 46" West for a distance of 119.40 feet to a point;
- 109) North 87° 59' 46" West for a distance of 274.90 feet to a point;
- 110) North 30° 31' 46" West for a distance of 40.79 feet to a point;
- 111) North 33° 20' 14" East for a distance of 120.40 feet to a point;
- 112) North 49° 26' 14" East for a distance of 63.41 feet to a point;
- 113) North 24° 38' 59" East for a distance of 86.87 feet to a point;
- 114) North 10° 53' 14" East for a distance of 113.53 feet to the **POINT OF BEGINNING**, and containing 139.542 acres of land, more or less.

SAVE AND EXCEPT any areas not serviced by the System.

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

Real property legal descriptions are as described in Commitment File No. 20-0039335ITC, issued by Integrity Title Company, LLC.

Although also included in the above-described Title Commitment, the Tract 1-A and Tract 1-B, and Tract 5 Easement Legal Descriptions for property that is being assigned by Grantor to Grantee in Exhibit C hereof (as to Grantor's easement interests in Tract 1-A and Tract 1-B, and Tract 5 only) are described below:

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest, if any, 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. Plat of South Silver Creek Unit No. 2 Recorded in Volume 1, Page 204 of the Burnet County Plat Records.
- b. Plat of South Silver Creek Unit No. 1 Recorded in Volume 1, Page 84 of the Burnet County Plat Records.
- c. Plat of South Silver Creek Unit No. 3 Recorded in Volume 2, Page 36 of the Burnet County Plat Records.
- d. Assignment and Conveyance of Easement Agreement for Utilities Recorded as Document No. 202008232 in the Land Records of Burnet County.
- 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, 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 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 owned by Assignor and not described herein which are used or useful to operate the System.

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHIVE
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 BURNET §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 29, 2021 (the "Effective Date"), by COUNCIL CREEK SOUTH, INC., a Texas corporation ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as an entity with interests affiliated with and related to Council Creek Village, Inc. as "Seller", and Assignee or Assignee's affiliate as "Buyer," are parties to or have interests in that certain "Agreement for Sale of Utility System" dated September 26, 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

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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 Burnet 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 reasonably 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).

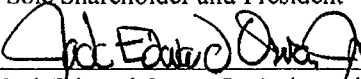
[Signature Pages Follow]

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

ASSIGNOR:

COUNCIL CREEK SOUTH, INC.
a Texas corporation

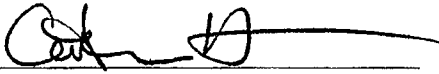
By: The Estate of HESSIE WILLIAMS OWEN, Deceased
Its: Sole Shareholder and President

By:  IND. EXEC.
Jack Edward Owen, Jr., Independent Executor

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 17th day of January, 2021, by Jack Edward Owen, Jr., Independent Executor for the Estate of HESSIE WILLIAMS OWEN, the Sole Shareholder and President of Council Creek South, Inc. a Texas corporation, on behalf of said corporation.



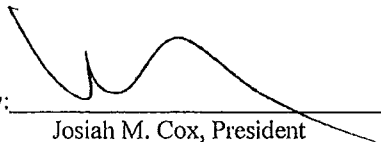
Notary Public Signature



ASSIGNEE:

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

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

By: 

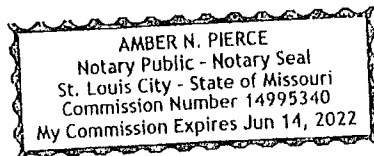
Josiah M. Cox, President

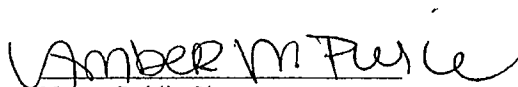
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 13 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

South Silver Creek Village

The area served is approximately 11.9 miles northwest of the City of Burnet, Texas located in the John Harvey Survey (A-433), the James G. Swisher Survey (A-832) and the Leroy Smith Survey (A-835), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 279, of the South Silver Creek Village Subdivision, Unit Two, a subdivision in Burnet County, Texas (per plat recorded in Volume 1, Page 204 and in Cabinet 1, Slide 46C of the Burnet County Plat Records);

THENCE, the following one-hundred fourteen (114) courses:

- 1) North 88° 11' 50" East for a distance of 747.51 feet to a point;
- 2) North 89° 22' 43" East for a distance of 438.78 feet to a point;
- 3) North 84° 39' 14" East for a distance of 458.41 feet to a point;
- 4) North 52° 17' 26" East for a distance of 102.86 feet to a point;
- 5) North 84° 26' 14" East for a distance of 217.08 feet to a point;
- 6) South 83° 09' 08" East for a distance of 89.15 feet to a point;
- 7) South 29° 18' 08" East for a distance of 467.74 feet to a point;
- 8) South 36° 48' 57" East for a distance of 330.77 feet to a point;
- 9) South 51° 30' 20" East for a distance of 387.59 feet to a point;
- 10) South 54° 45' 33" East for a distance of 60.49 feet to a point;
- 11) South 61° 34' 34" East for a distance of 188.07 feet to a point;
- 12) South 56° 25' 47" East for a distance of 81.44 feet to a point;
- 13) South 55° 29' 28" East for a distance of 347.79 feet to a point;
- 14) South 53° 58' 27" East for a distance of 1,032.66 feet to a point;
- 15) South 44° 22' 22" East for a distance of 107.88 feet to a point;
- 16) South 16° 42' 46" East for a distance of 390.72 feet to a point;
- 17) North 88° 31' 14" East for a distance of 366.77 feet to a point;
- 18) South 01° 28' 46" East for a distance of 1,000.01 feet to a point;
- 19) North 88° 36' 56" East for a distance of 1,278.50 feet to a point;
- 20) South 01° 26' 46" East for a distance of 78.27 feet to a point;
- 21) South 88° 31' 14" West for a distance of 25.03 feet to a point;
- 22) South 01° 26' 46" East for a distance of 114.02 feet to a point;
- 23) South 22° 23' 14" West for a distance of 63.39 feet to a point;
- 24) South 32° 27' 46" East for a distance of 121.28 feet to a point;
- 25) South 13° 14' 46" East for a distance of 101.47 feet to a point;
- 26) South 06° 29' 14" West for a distance of 154.50 feet to a point;
- 27) South 04° 51' 45" East for a distance of 75.89 feet to a point;
- 28) South 08° 03' 46" East for a distance of 149.99 feet to a point;
- 29) South 02° 00' 46" East for a distance of 77.16 feet to a point;
- 30) South 69° 48' 09" East for a distance of 44.53 feet to a point;
- 31) South 44° 43' 46" East for a distance of 138.57 feet to a point;
- 32) South 40° 32' 14" West for a distance of 780.27 feet to a point;
- 33) South 42° 04' 18" West for a distance of 75.97 feet to a point;
- 34) South 38° 02' 56" West for a distance of 115.27 feet to a point;
- 35) North 66° 32' 50" West for a distance of 53.00 feet to a point;
- 36) North 35° 03' 54" West for a distance of 70.22 feet to a point;

- 37) North 23° 39' 09" West for a distance of 77.93 feet to a point;
- 38) North 06° 44' 43" West for a distance of 119.43 feet to a point;
- 39) North 60° 37' 57" West for a distance of 75.56 feet to a point;
- 40) North 43° 28' 15" West for a distance of 69.64 feet to a point;
- 41) North 15° 01' 31" West for a distance of 109.61 feet to a point;
- 42) North 00° 14' 08" West for a distance of 133.88 feet to a point;
- 43) North 85° 22' 32" West for a distance of 205.03 feet to a point;
- 44) North 55° 20' 46" West for a distance of 242.77 feet to a point;
- 45) South 88° 31' 14" West for a distance of 16.44 feet to a point;
- 46) South 81° 53' 14" West for a distance of 176.90 feet to a point;
- 47) South 42° 45' 14" West for a distance of 193.18 feet to a point;
- 48) South 57° 04' 14" West for a distance of 115.21 feet to a point;
- 49) North 69° 33' 46" West for a distance of 86.26 feet to a point;
- 50) North 51° 34' 46" West for a distance of 129.84 feet to a point;
- 51) North 35° 31' 46" West for a distance of 153.76 feet to a point;
- 52) North 63° 58' 46" West for a distance of 89.46 feet to a point;
- 53) North 46° 23' 46" West for a distance of 59.71 feet to a point;
- 54) North 19° 23' 14" East for a distance of 74.83 feet to a point;
- 55) North 29° 38' 46" West for a distance of 270.47 feet to a point;
- 56) North 27° 31' 14" East for a distance of 93.85 feet to a point;
- 57) North 40° 39' 39" East for a distance of 128.71 feet to a point;
- 58) North 08° 06' 14" East for a distance of 252.82 feet to a point;
- 59) North 01° 00' 46" West for a distance of 268.36 feet to a point;
- 60) North 75° 52' 14" East for a distance of 88.94 feet to a point;
- 61) North 14° 52' 14" East for a distance of 29.52 feet to a point;
- 62) North 60° 13' 46" West for a distance of 89.29 feet to a point;
- 63) North 36° 51' 46" West for a distance of 296.04 feet to a point;
- 64) South 81° 02' 07" West for a distance of 153.23 feet to a point;
- 65) South 77° 08' 14" West for a distance of 101.62 feet to a point;
- 66) North 20° 23' 46" West for a distance of 39.30 feet to a point;
- 67) North 14° 05' 14" East for a distance of 84.05 feet to a point;
- 68) North 42° 52' 14" East for a distance of 65.30 feet to a point;
- 69) North 34° 54' 14" East for a distance of 100.28 feet to a point;
- 70) North 33° 24' 18" East for a distance of 57.95 feet to a point;
- 71) South 66° 51' 46" East for a distance of 45.00 feet to a point;
- 72) South 73° 55' 46" East for a distance of 10.56 feet to a point;
- 73) North 33° 50' 27" East for a distance of 33.07 feet to a point;
- 74) North 82° 08' 14" East for a distance of 19.28 feet to a point;
- 75) North 11° 47' 14" East for a distance of 167.45 feet to a point;
- 76) North 07° 16' 46" West for a distance of 111.30 feet to a point;
- 77) North 02° 42' 14" East for a distance of 230.83 feet to a point;
- 78) North 09° 52' 46" East for a distance of 217.38 feet to a point;
- 79) North 52° 30' 04" West for a distance of 151.98 feet to a point;
- 80) North 54° 28' 10" West for a distance of 753.78 feet to a point;
- 81) North 54° 36' 44" West for a distance of 352.13 feet to a point;
- 82) North 57° 07' 09" West for a distance of 140.45 feet to a point;
- 83) North 62° 07' 55" West for a distance of 271.06 feet to a point;
- 84) North 52° 18' 33" West for a distance of 249.82 feet to a point;
- 85) North 41° 15' 15" West for a distance of 27.31 feet to a point;
- 86) South 00° 03' 32" West for a distance of 244.80 feet to a point;
- 87) South 01° 53' 46" East for a distance of 470.87 feet to a point;

- 88) South 88° 06' 14" West for a distance of 67.59 feet to a point;
- 89) South 51° 03' 24" West for a distance of 133.06 feet to a point;
- 90) South 41° 00' 14" West for a distance of 62.82 feet to a point;
- 91) South 63° 23' 14" West for a distance of 88.54 feet to a point;
- 92) South 77° 55' 14" West for a distance of 95.93 feet to a point;
- 93) South 79° 45' 12" West for a distance of 131.98 feet to a point;
- 94) South 86° 54' 14" West for a distance of 77.99 feet to a point;
- 95) North 88° 55' 46" West for a distance of 77.75 feet to a point;
- 96) North 86° 11' 46" West for a distance of 77.70 feet to a point;
- 97) North 19° 08' 46" West for a distance of 312.82 feet to a point;
- 98) North 43° 53' 46" West for a distance of 115.30 feet to a point;
- 99) North 59° 53' 46" West for a distance of 519.65 feet to a point;
- 100) North 49° 08' 28" West for a distance of 94.70 feet to a point;
- 101) North 62° 00' 36" West for a distance of 264.93 feet to a point;
- 102) South 88° 15' 39" West for a distance of 147.94 feet to a point;
- 103) North 60° 37' 46" West for a distance of 89.20 feet to a point;
- 104) North 49° 44' 46" West for a distance of 108.84 feet to a point;
- 105) North 25° 27' 46" West for a distance of 81.08 feet to a point;
- 106) North 33° 32' 46" West for a distance of 103.25 feet to a point;
- 107) North 52° 05' 46" West for a distance of 152.91 feet to a point;
- 108) North 82° 03' 46" West for a distance of 119.40 feet to a point;
- 109) North 87° 59' 46" West for a distance of 274.90 feet to a point;
- 110) North 30° 31' 46" West for a distance of 40.79 feet to a point;
- 111) North 33° 20' 14" East for a distance of 120.40 feet to a point;
- 112) North 49° 26' 14" East for a distance of 63.41 feet to a point;
- 113) North 24° 38' 59" East for a distance of 86.87 feet to a point;
- 114) North 10° 53' 14" East for a distance of 113.53 feet to the **POINT OF BEGINNING**, and containing 139.542 acres of land, more or less.

SAVE AND EXCEPT any areas not serviced by the System.

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

Real property legal descriptions are as described in Commitment File No. 20-0039335ITC, issued by Integrity Title Company, LLC.

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest, if any, 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. Plat of South Silver Creek Unit No. 2 Recorded in Volume 1, Page 204 of the Burnet County Plat Records.
- b. Plat of South Silver Creek Unit No. 1 Recorded in Volume 1, Page 84 of the Burnet County Plat Records.
- c. Plat of South Silver Creek Unit No. 3 Recorded in Volume 2, Page 36 of the Burnet County Plat Records.
- d. 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 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 owned by Assignor and not described herein which are used or useful to operate the System.

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHIVE
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 BURNET §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 29, 2021 (the "Effective Date"), by COUNCIL CREEK PROPERTIES, INC., a Texas corporation ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as an entity with interests affiliated with and related to Council Creek Village, Inc. as "Seller", and Assignee or Assignee's affiliate as "Buyer," are parties to or have interests in that certain "Agreement for Sale of Utility System" dated September 26, 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 Burnet 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 reasonably 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:

COUNCIL CREEK PROPERTIES, INC.
a Texas corporation

By: The Estate of HESSIE WILLIAMS OWEN, Deceased
Its: Sole Shareholder and President

By: Jack Edward Owen, Jr. IND EXEC
Jack Edward Owen, Jr., Independent Executor

THE STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 17th day of January, 2021, by Jack Edward Owen, Jr., Independent Executor for the Estate of HESSIE WILLIAMS OWEN, the Sole Shareholder and President of Council Creek Properties, Inc. a Texas corporation, on behalf of said corporation.

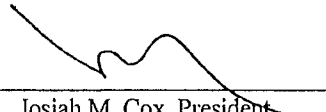
Catherine L. Hawn
Notary Public Signature



ASSIGNEE:

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

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

By: 

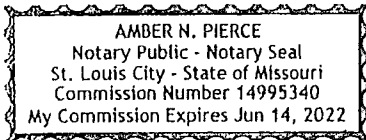
Josiah M. Cox, President

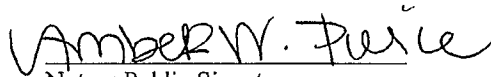
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 13 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

South Silver Creek Village

The area served is approximately 11.9 miles northwest of the City of Burnet, Texas located in the John Harvey Survey (A-433), the James G. Swisher Survey (A-832) and the Leroy Smith Survey (A-835), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 279, of the South Silver Creek Village Subdivision, Unit Two, a subdivision in Burnet County, Texas (per plat recorded in Volume 1, Page 204 and in Cabinet 1, Slide 46C of the Burnet County Plat Records);

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- 1) North 88° 11' 50" East for a distance of 747.51 feet to a point;
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- 5) North 84° 26' 14" East for a distance of 217.08 feet to a point;
- 6) South 83° 09' 08" East for a distance of 89.15 feet to a point;
- 7) South 29° 18' 08" East for a distance of 467.74 feet to a point;
- 8) South 36° 48' 57" East for a distance of 330.77 feet to a point;
- 9) South 51° 30' 20" East for a distance of 387.59 feet to a point;
- 10) South 54° 45' 33" East for a distance of 60.49 feet to a point;
- 11) South 61° 34' 34" East for a distance of 188.07 feet to a point;
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- 50) North 51° 34' 46" West for a distance of 129.84 feet to a point;
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- 62) North 60° 13' 46" West for a distance of 89.29 feet to a point;
- 63) North 36° 51' 46" West for a distance of 296.04 feet to a point;
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- 69) North 34° 54' 14" East for a distance of 100.28 feet to a point;
- 70) North 33° 24' 18" East for a distance of 57.95 feet to a point;
- 71) South 66° 51' 46" East for a distance of 45.00 feet to a point;
- 72) South 73° 55' 46" East for a distance of 10.56 feet to a point;
- 73) North 33° 50' 27" East for a distance of 33.07 feet to a point;
- 74) North 82° 08' 14" East for a distance of 19.28 feet to a point;
- 75) North 11° 47' 14" East for a distance of 167.45 feet to a point;
- 76) North 07° 16' 46" West for a distance of 111.30 feet to a point;
- 77) North 02° 42' 14" East for a distance of 230.83 feet to a point;
- 78) North 09° 52' 46" East for a distance of 217.38 feet to a point;
- 79) North 52° 30' 04" West for a distance of 151.98 feet to a point;
- 80) North 54° 28' 10" West for a distance of 753.78 feet to a point;
- 81) North 54° 36' 44" West for a distance of 352.13 feet to a point;
- 82) North 57° 07' 09" West for a distance of 140.45 feet to a point;
- 83) North 62° 07' 55" West for a distance of 271.06 feet to a point;
- 84) North 52° 18' 33" West for a distance of 249.82 feet to a point;
- 85) North 41° 15' 15" West for a distance of 27.31 feet to a point;
- 86) South 00° 03' 32" West for a distance of 244.80 feet to a point;
- 87) South 01° 53' 46" East for a distance of 470.87 feet to a point;

- 88) South 88° 06' 14" West for a distance of 67.59 feet to a point;
- 89) South 51° 03' 24" West for a distance of 133.06 feet to a point;
- 90) South 41° 00' 14" West for a distance of 62.82 feet to a point;
- 91) South 63° 23' 14" West for a distance of 88.54 feet to a point;
- 92) South 77° 55' 14" West for a distance of 95.93 feet to a point;
- 93) South 79° 45' 12" West for a distance of 131.98 feet to a point;
- 94) South 86° 54' 14" West for a distance of 77.99 feet to a point;
- 95) North 88° 55' 46" West for a distance of 77.75 feet to a point;
- 96) North 86° 11' 46" West for a distance of 77.70 feet to a point;
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- 99) North 59° 53' 46" West for a distance of 519.65 feet to a point;
- 100) North 49° 08' 28" West for a distance of 94.70 feet to a point;
- 101) North 62° 00' 36" West for a distance of 264.93 feet to a point;
- 102) South 88° 15' 39" West for a distance of 147.94 feet to a point;
- 103) North 60° 37' 46" West for a distance of 89.20 feet to a point;
- 104) North 49° 44' 46" West for a distance of 108.84 feet to a point;
- 105) North 25° 27' 46" West for a distance of 81.08 feet to a point;
- 106) North 33° 32' 46" West for a distance of 103.25 feet to a point;
- 107) North 52° 05' 46" West for a distance of 152.91 feet to a point;
- 108) North 82° 03' 46" West for a distance of 119.40 feet to a point;
- 109) North 87° 59' 46" West for a distance of 274.90 feet to a point;
- 110) North 30° 31' 46" West for a distance of 40.79 feet to a point;
- 111) North 33° 20' 14" East for a distance of 120.40 feet to a point;
- 112) North 49° 26' 14" East for a distance of 63.41 feet to a point;
- 113) North 24° 38' 59" East for a distance of 86.87 feet to a point;
- 114) North 10° 53' 14" East for a distance of 113.53 feet to the **POINT OF BEGINNING**, and containing 139.542 acres of land, more or less.

SAVE AND EXCEPT any areas not serviced by the System.

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

Real property legal descriptions are as described in Commitment File No. 20-0039335ITC, issued by Integrity Title Company, LLC.

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest, if any, 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. Plat of South Silver Creek Unit No. 2 Recorded in Volume 1, Page 204 of the Burnet County Plat Records.
- b. Plat of South Silver Creek Unit No. 1 Recorded in Volume 1, Page 84 of the Burnet County Plat Records.
- c. Plat of South Silver Creek Unit No. 3 Recorded in Volume 2, Page 36 of the Burnet County Plat Records.
- d. 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 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 owned by Assignor and not described herein which are used or useful to operate the System.

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHIVE
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 BURNET §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 29, 2021 (the "Effective Date"), by COUNCIL CREEK VILLAGE, INC., a Texas corporation ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as an entity with interests affiliated with and related to Council Creek Village, Inc. as "Seller", and Assignee or Assignee's affiliate as "Buyer," are parties to or have interests in that certain "Agreement for Sale of Utility System" dated September 26, 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 Burnet 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 reasonably 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:

COUNCIL CREEK VILLAGE, INC.,
d/b/a Council Creek Village and South Council
Creek 2,
a Texas corporation

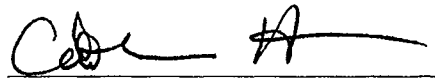
By: The Estate of HESSIE WILLIAMS OWEN, Deceased
Its: Sole Shareholder and President

By:  **IND. EXEC.**
Jack Edward Owen, Jr., Independent Executor

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 17th day of January, 2021, by Jack Edward Owen, Jr., Independent Executor for the Estate of HESSIE WILLIAMS OWEN, the Sole Shareholder and President of Council Creek Village, Inc. a Texas corporation, on behalf of said corporation.



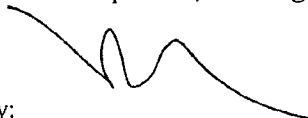
Notary Public Signature



ASSIGNEE:

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

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

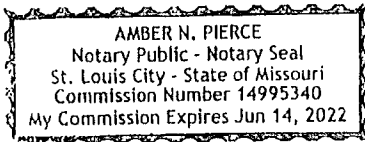

By: _____
Josiah M. Cox, President


THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 13 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

South Silver Creek Village

The area served is approximately 11.9 miles northwest of the City of Burnet, Texas located in the John Harvey Survey (A-433), the James G. Swisher Survey (A-832) and the Leroy Smith Survey (A-835), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 279, of the South Silver Creek Village Subdivision, Unit Two, a subdivision in Burnet County, Texas (per plat recorded in Volume 1, Page 204 and in Cabinet 1, Slide 46C of the Burnet County Plat Records);

THENCE, the following one-hundred fourteen (114) courses:

- 1) North 88° 11' 50" East for a distance of 747.51 feet to a point;
- 2) North 89° 22' 43" East for a distance of 438.78 feet to a point;
- 3) North 84° 39' 14" East for a distance of 458.41 feet to a point;
- 4) North 52° 17' 26" East for a distance of 102.86 feet to a point;
- 5) North 84° 26' 14" East for a distance of 217.08 feet to a point;
- 6) South 83° 09' 08" East for a distance of 89.15 feet to a point;
- 7) South 29° 18' 08" East for a distance of 467.74 feet to a point;
- 8) South 36° 48' 57" East for a distance of 330.77 feet to a point;
- 9) South 51° 30' 20" East for a distance of 387.59 feet to a point;
- 10) South 54° 45' 33" East for a distance of 60.49 feet to a point;
- 11) South 61° 34' 34" East for a distance of 188.07 feet to a point;
- 12) South 56° 25' 47" East for a distance of 81.44 feet to a point;
- 13) South 55° 29' 28" East for a distance of 347.79 feet to a point;
- 14) South 53° 58' 27" East for a distance of 1,032.66 feet to a point;
- 15) South 44° 22' 22" East for a distance of 107.88 feet to a point;
- 16) South 16° 42' 46" East for a distance of 390.72 feet to a point;
- 17) North 88° 31' 14" East for a distance of 366.77 feet to a point;
- 18) South 01° 28' 46" East for a distance of 1,000.01 feet to a point;
- 19) North 88° 36' 56" East for a distance of 1,278.50 feet to a point;
- 20) South 01° 26' 46" East for a distance of 78.27 feet to a point;
- 21) South 88° 31' 14" West for a distance of 25.03 feet to a point;
- 22) South 01° 26' 46" East for a distance of 114.02 feet to a point;
- 23) South 22° 23' 14" West for a distance of 63.39 feet to a point;
- 24) South 32° 27' 46" East for a distance of 121.28 feet to a point;
- 25) South 13° 14' 46" East for a distance of 101.47 feet to a point;
- 26) South 06° 29' 14" West for a distance of 154.50 feet to a point;
- 27) South 04° 51' 45" East for a distance of 75.89 feet to a point;
- 28) South 08° 03' 46" East for a distance of 149.99 feet to a point;
- 29) South 02° 00' 46" East for a distance of 77.16 feet to a point;
- 30) South 69° 48' 09" East for a distance of 44.53 feet to a point;
- 31) South 44° 43' 46" East for a distance of 138.57 feet to a point;
- 32) South 40° 32' 14" West for a distance of 780.27 feet to a point;
- 33) South 42° 04' 18" West for a distance of 75.97 feet to a point;
- 34) South 38° 02' 56" West for a distance of 115.27 feet to a point;
- 35) North 66° 32' 50" West for a distance of 53.00 feet to a point;
- 36) North 35° 03' 54" West for a distance of 70.22 feet to a point;

- 37) North 23° 39' 09" West for a distance of 77.93 feet to a point;
- 38) North 06° 44' 43" West for a distance of 119.43 feet to a point;
- 39) North 60° 37' 57" West for a distance of 75.56 feet to a point;
- 40) North 43° 28' 15" West for a distance of 69.64 feet to a point;
- 41) North 15° 01' 31" West for a distance of 109.61 feet to a point;
- 42) North 00° 14' 08" West for a distance of 133.88 feet to a point;
- 43) North 85° 22' 32" West for a distance of 205.03 feet to a point;
- 44) North 55° 20' 46" West for a distance of 242.77 feet to a point;
- 45) South 88° 31' 14" West for a distance of 16.44 feet to a point;
- 46) South 81° 53' 14" West for a distance of 176.90 feet to a point;
- 47) South 42° 45' 14" West for a distance of 193.18 feet to a point;
- 48) South 57° 04' 14" West for a distance of 115.21 feet to a point;
- 49) North 69° 33' 46" West for a distance of 86.26 feet to a point;
- 50) North 51° 34' 46" West for a distance of 129.84 feet to a point;
- 51) North 35° 31' 46" West for a distance of 153.76 feet to a point;
- 52) North 63° 58' 46" West for a distance of 89.46 feet to a point;
- 53) North 46° 23' 46" West for a distance of 59.71 feet to a point;
- 54) North 19° 23' 14" East for a distance of 74.83 feet to a point;
- 55) North 29° 38' 46" West for a distance of 270.47 feet to a point;
- 56) North 27° 31' 14" East for a distance of 93.85 feet to a point;
- 57) North 40° 39' 39" East for a distance of 128.71 feet to a point;
- 58) North 08° 06' 14" East for a distance of 252.82 feet to a point;
- 59) North 01° 00' 46" West for a distance of 268.36 feet to a point;
- 60) North 75° 52' 14" East for a distance of 88.94 feet to a point;
- 61) North 14° 52' 14" East for a distance of 29.52 feet to a point;
- 62) North 60° 13' 46" West for a distance of 89.29 feet to a point;
- 63) North 36° 51' 46" West for a distance of 296.04 feet to a point;
- 64) South 81° 02' 07" West for a distance of 153.23 feet to a point;
- 65) South 77° 08' 14" West for a distance of 101.62 feet to a point;
- 66) North 20° 23' 46" West for a distance of 39.30 feet to a point;
- 67) North 14° 05' 14" East for a distance of 84.05 feet to a point;
- 68) North 42° 52' 14" East for a distance of 65.30 feet to a point;
- 69) North 34° 54' 14" East for a distance of 100.28 feet to a point;
- 70) North 33° 24' 18" East for a distance of 57.95 feet to a point;
- 71) South 66° 51' 46" East for a distance of 45.00 feet to a point;
- 72) South 73° 55' 46" East for a distance of 10.56 feet to a point;
- 73) North 33° 50' 27" East for a distance of 33.07 feet to a point;
- 74) North 82° 08' 14" East for a distance of 19.28 feet to a point;
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SAVE AND EXCEPT any areas not serviced by the System.

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REAL PROPERTY LEGAL DESCRIPTION

Real property legal descriptions are as described in Commitment File No. 20-0039335ITC, issued by Integrity Title Company, LLC.

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest, if any, 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. Plat of South Silver Creek Unit No. 2 Recorded in Volume 1, Page 204 of the Burnet County Plat Records.
- b. Plat of South Silver Creek Unit No. 1 Recorded in Volume 1, Page 84 of the Burnet County Plat Records.
- c. Plat of South Silver Creek Unit No. 3 Recorded in Volume 2, Page 36 of the Burnet County Plat Records.
- d. 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 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 owned by Assignor and not described herein which are used or useful to operate the System.

AFTER RECORDING, RETURN TO:
KEVIN M. FLAHIVE
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 BURNET §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of January 24, 2021 (the "Effective Date"), by JONES-OWEN COMPANY, 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 September 26, 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 Burnet 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 reasonably 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:

JONES-OWEN COMPANY
a Texas corporation

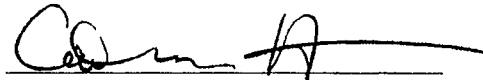
By: The Estate of HESSIE WILLIAMS OWEN, Deceased
Its: Sole Shareholder and President

By: Jack Edward Owen, Jr. **IND. EXEC.**
Jack Edward Owen, Jr., Independent Executor

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me this 17th day of January, 2021, by Jack Edward Owen, Jr., Independent Executor for the Estate of HESSIE WILLIAMS OWEN, the Sole Shareholder and President of Jones-Owen Company, a Texas corporation, on behalf of said corporation.



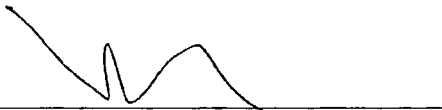
Notary Public Signature



ASSIGNEE:

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

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

By: 

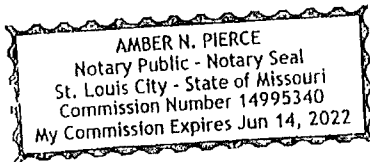
Josiah M. Cox, President

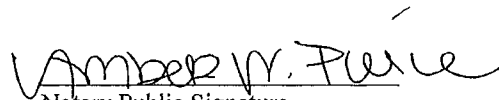
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 13 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

South Silver Creek Village

The area served is approximately 11.9 miles northwest of the City of Burnet, Texas located in the John Harvey Survey (A-433), the James G. Swisher Survey (A-832) and the Leroy Smith Survey (A-835), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 279, of the South Silver Creek Village Subdivision, Unit Two, a subdivision in Burnet County, Texas (per plat recorded in Volume 1, Page 204 and in Cabinet 1, Slide 46C of the Burnet County Plat Records);

THENCE, the following one-hundred fourteen (114) courses:

- 1) North 88° 11' 50" East for a distance of 747.51 feet to a point;
- 2) North 89° 22' 43" East for a distance of 438.78 feet to a point;
- 3) North 84° 39' 14" East for a distance of 458.41 feet to a point;
- 4) North 52° 17' 26" East for a distance of 102.86 feet to a point;
- 5) North 84° 26' 14" East for a distance of 217.08 feet to a point;
- 6) South 83° 09' 08" East for a distance of 89.15 feet to a point;
- 7) South 29° 18' 08" East for a distance of 467.74 feet to a point;
- 8) South 36° 48' 57" East for a distance of 330.77 feet to a point;
- 9) South 51° 30' 20" East for a distance of 387.59 feet to a point;
- 10) South 54° 45' 33" East for a distance of 60.49 feet to a point;
- 11) South 61° 34' 34" East for a distance of 188.07 feet to a point;
- 12) South 56° 25' 47" East for a distance of 81.44 feet to a point;
- 13) South 55° 29' 28" East for a distance of 347.79 feet to a point;
- 14) South 53° 58' 27" East for a distance of 1,032.66 feet to a point;
- 15) South 44° 22' 22" East for a distance of 107.88 feet to a point;
- 16) South 16° 42' 46" East for a distance of 390.72 feet to a point;
- 17) North 88° 31' 14" East for a distance of 366.77 feet to a point;
- 18) South 01° 28' 46" East for a distance of 1,000.01 feet to a point;
- 19) North 88° 36' 56" East for a distance of 1,278.50 feet to a point;
- 20) South 01° 26' 46" East for a distance of 78.27 feet to a point;
- 21) South 88° 31' 14" West for a distance of 25.03 feet to a point;
- 22) South 01° 26' 46" East for a distance of 114.02 feet to a point;
- 23) South 22° 23' 14" West for a distance of 63.39 feet to a point;
- 24) South 32° 27' 46" East for a distance of 121.28 feet to a point;
- 25) South 13° 14' 46" East for a distance of 101.47 feet to a point;
- 26) South 06° 29' 14" West for a distance of 154.50 feet to a point;
- 27) South 04° 51' 45" East for a distance of 75.89 feet to a point;
- 28) South 08° 03' 46" East for a distance of 149.99 feet to a point;
- 29) South 02° 00' 46" East for a distance of 77.16 feet to a point;
- 30) South 69° 48' 09" East for a distance of 44.53 feet to a point;
- 31) South 44° 43' 46" East for a distance of 138.57 feet to a point;
- 32) South 40° 32' 14" West for a distance of 780.27 feet to a point;
- 33) South 42° 04' 18" West for a distance of 75.97 feet to a point;
- 34) South 38° 02' 56" West for a distance of 115.27 feet to a point;
- 35) North 66° 32' 50" West for a distance of 53.00 feet to a point;
- 36) North 35° 03' 54" West for a distance of 70.22 feet to a point;

- 37) North 23° 39' 09" West for a distance of 77.93 feet to a point;
- 38) North 06° 44' 43" West for a distance of 119.43 feet to a point;
- 39) North 60° 37' 57" West for a distance of 75.56 feet to a point;
- 40) North 43° 28' 15" West for a distance of 69.64 feet to a point;
- 41) North 15° 01' 31" West for a distance of 109.61 feet to a point;
- 42) North 00° 14' 08" West for a distance of 133.88 feet to a point;
- 43) North 85° 22' 32" West for a distance of 205.03 feet to a point;
- 44) North 55° 20' 46" West for a distance of 242.77 feet to a point;
- 45) South 88° 31' 14" West for a distance of 16.44 feet to a point;
- 46) South 81° 53' 14" West for a distance of 176.90 feet to a point;
- 47) South 42° 45' 14" West for a distance of 193.18 feet to a point;
- 48) South 57° 04' 14" West for a distance of 115.21 feet to a point;
- 49) North 69° 33' 46" West for a distance of 86.26 feet to a point;
- 50) North 51° 34' 46" West for a distance of 129.84 feet to a point;
- 51) North 35° 31' 46" West for a distance of 153.76 feet to a point;
- 52) North 63° 58' 46" West for a distance of 89.46 feet to a point;
- 53) North 46° 23' 46" West for a distance of 59.71 feet to a point;
- 54) North 19° 23' 14" East for a distance of 74.83 feet to a point;
- 55) North 29° 38' 46" West for a distance of 270.47 feet to a point;
- 56) North 27° 31' 14" East for a distance of 93.85 feet to a point;
- 57) North 40° 39' 39" East for a distance of 128.71 feet to a point;
- 58) North 08° 06' 14" East for a distance of 252.82 feet to a point;
- 59) North 01° 00' 46" West for a distance of 268.36 feet to a point;
- 60) North 75° 52' 14" East for a distance of 88.94 feet to a point;
- 61) North 14° 52' 14" East for a distance of 29.52 feet to a point;
- 62) North 60° 13' 46" West for a distance of 89.29 feet to a point;
- 63) North 36° 51' 46" West for a distance of 296.04 feet to a point;
- 64) South 81° 02' 07" West for a distance of 153.23 feet to a point;
- 65) South 77° 08' 14" West for a distance of 101.62 feet to a point;
- 66) North 20° 23' 46" West for a distance of 39.30 feet to a point;
- 67) North 14° 05' 14" East for a distance of 84.05 feet to a point;
- 68) North 42° 52' 14" East for a distance of 65.30 feet to a point;
- 69) North 34° 54' 14" East for a distance of 100.28 feet to a point;
- 70) North 33° 24' 18" East for a distance of 57.95 feet to a point;
- 71) South 66° 51' 46" East for a distance of 45.00 feet to a point;
- 72) South 73° 55' 46" East for a distance of 10.56 feet to a point;
- 73) North 33° 50' 27" East for a distance of 33.07 feet to a point;
- 74) North 82° 08' 14" East for a distance of 19.28 feet to a point;
- 75) North 11° 47' 14" East for a distance of 167.45 feet to a point;
- 76) North 07° 16' 46" West for a distance of 111.30 feet to a point;
- 77) North 02° 42' 14" East for a distance of 230.83 feet to a point;
- 78) North 09° 52' 46" East for a distance of 217.38 feet to a point;
- 79) North 52° 30' 04" West for a distance of 151.98 feet to a point;
- 80) North 54° 28' 10" West for a distance of 753.78 feet to a point;
- 81) North 54° 36' 44" West for a distance of 352.13 feet to a point;
- 82) North 57° 07' 09" West for a distance of 140.45 feet to a point;
- 83) North 62° 07' 55" West for a distance of 271.06 feet to a point;
- 84) North 52° 18' 33" West for a distance of 249.82 feet to a point;
- 85) North 41° 15' 15" West for a distance of 27.31 feet to a point;
- 86) South 00° 03' 32" West for a distance of 244.80 feet to a point;
- 87) South 01° 53' 46" East for a distance of 470.87 feet to a point;

- 88) South 88° 06' 14" West for a distance of 67.59 feet to a point;
- 89) South 51° 03' 24" West for a distance of 133.06 feet to a point;
- 90) South 41° 00' 14" West for a distance of 62.82 feet to a point;
- 91) South 63° 23' 14" West for a distance of 88.54 feet to a point;
- 92) South 77° 55' 14" West for a distance of 95.93 feet to a point;
- 93) South 79° 45' 12" West for a distance of 131.98 feet to a point;
- 94) South 86° 54' 14" West for a distance of 77.99 feet to a point;
- 95) North 88° 55' 46" West for a distance of 77.75 feet to a point;
- 96) North 86° 11' 46" West for a distance of 77.70 feet to a point;
- 97) North 19° 08' 46" West for a distance of 312.82 feet to a point;
- 98) North 43° 53' 46" West for a distance of 115.30 feet to a point;
- 99) North 59° 53' 46" West for a distance of 519.65 feet to a point;
- 100) North 49° 08' 28" West for a distance of 94.70 feet to a point;
- 101) North 62° 00' 36" West for a distance of 264.93 feet to a point;
- 102) South 88° 15' 39" West for a distance of 147.94 feet to a point;
- 103) North 60° 37' 46" West for a distance of 89.20 feet to a point;
- 104) North 49° 44' 46" West for a distance of 108.84 feet to a point;
- 105) North 25° 27' 46" West for a distance of 81.08 feet to a point;
- 106) North 33° 32' 46" West for a distance of 103.25 feet to a point;
- 107) North 52° 05' 46" West for a distance of 152.91 feet to a point;
- 108) North 82° 03' 46" West for a distance of 119.40 feet to a point;
- 109) North 87° 59' 46" West for a distance of 274.90 feet to a point;
- 110) North 30° 31' 46" West for a distance of 40.79 feet to a point;
- 111) North 33° 20' 14" East for a distance of 120.40 feet to a point;
- 112) North 49° 26' 14" East for a distance of 63.41 feet to a point;
- 113) North 24° 38' 59" East for a distance of 86.87 feet to a point;
- 114) North 10° 53' 14" East for a distance of 113.53 feet to the **POINT OF BEGINNING**, and containing 139.542 acres of land, more or less.

SAVE AND EXCEPT any areas not serviced by the System.

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

Real property legal descriptions are as described in Commitment File No. 20-0039335ITC, issued by Integrity Title Company, LLC.

EXHIBIT C
ADDITIONAL ASSETS

All of Assignor's right, title and interest, if any, 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. Plat of South Silver Creek Unit No. 2 Recorded in Volume 1, Page 204 of the Burnet County Plat Records.
- b. Plat of South Silver Creek Unit No. 1 Recorded in Volume 1, Page 84 of the Burnet County Plat Records.
- c. Plat of South Silver Creek Unit No. 3 Recorded in Volume 2, Page 36 of the Burnet County Plat Records.
- d. 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 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 owned by Assignor and not described herein which are used or useful to operate the System.