



Control Number: 51065



Item Number: 48

Addendum StartPage: 0

DOCKET NO. 51065

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APPLICATION OF TREETOP §
UTILITIES, INC. AND CSWR-TEXAS §
UTILITY OPERATING COMPANY, §
LLC FOR SALE, TRANSFER, OR §
MERGER OF FACILITIES AND §
CERTIFICATE RIGHTS IN PARKER §
COUNTY §

BEFORE THE PUBLIC UTILITY COMMISSION
FILING CLERK

PUBLIC UTILITY COMMISSION
OF TEXAS

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

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

I. SUBMITTAL OF CLOSING DOCUMENTS

1. Order No. 12, issued on December 18, 2020, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days of after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed Bill of Sale evidencing the consummation of the transaction on December 23, 2020.
3. There are no outstanding customer deposits associated with this water system.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 12.

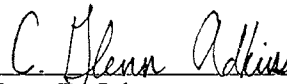
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II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 12, CSWR Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

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



Evan D. Johnson
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**ATTORNEYS FOR CSWR-TEXAS UTILITY
OPERATING COMPANY, LLC**

CERTIFICATE OF SERVICE

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


C. Glenn Adkins

AFTER RECORDING, RETURN TO:

KEVIN M. FLAHIVE
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., STE 1300
AUSTIN, TX 78701-2744

BILL OF SALE AND ASSIGNMENT

1002-290829-RTT

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS: THAT

§

COUNTY OF PARKER

§

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of the 23 day of December, 2020 (the "Effective Date"), by CAMERON T. CREW a/k/a TOM CREW and BARBARA A. CREW, husband and wife, and TREETOP UTILITIES, INC., a Texas corporation (together "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 October 31, 2019 (as assigned, the "Purchase Agreement") pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, all of Assignor's assets, personal property, and real property connected with certain water facilities developed and operated by Assignor (the "System") to serve customers within the area described on Exhibit A attached hereto and incorporated herein by reference (the "Service Area");

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

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

AGREEMENT

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

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

assigned, conveyed, transferred, delivered, or set over any of the Additional Assets to any third party and that Assignor, or its predecessor(s) in interest, have owned, operated, and maintained the System in a continuous, uninterrupted, open, notorious, and adverse manner for a time period in excess of ten (10) years prior to the Effective Date.

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

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

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

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

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

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

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

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

ASSIGNOR:

Cameron T. Crew a/k/a Tom Crew
CAMERON T. CREW a/k/a TOM CREW

Barbara A. Crew
BARBARA A. CREW

TREETOP UTILITIES, INC., a Texas corporation

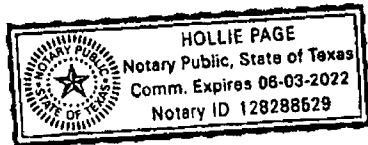
By: Cameron T. Crew a/k/a Tom Crew
Printed Name: Cameron T. Crew a/k/a Tom Crew
Title: President

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me this 22 day of Dec., 2020, by CAMERON T. CREW a/k/a TOM CREW and BARBARA A. CREW, husband and wife, and by CAMERON T. CREW a/k/a TOM CREW, President of TREETOP UTILITIES, INC., a Texas corporation, on behalf of said corporation.

(SEAL)



Hollie Page
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 18th day of December, 2020, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

(SEAL)



F. SHABNAM NOURAI
My Commission Expires
Jan. 16, 2021
St. Louis County
Commission # 12421180

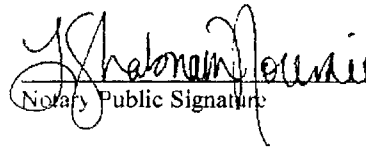

Notary Public Signature

EXHIBIT A
SERVICE AREA LEGAL DESCRIPTION

A parcel of property located in Parker County, Texas and more particularly described as follows:

The area served is approximately 16.5 miles southwest of the City of Fort Worth, Texas located in the Eli Nowland Survey (A-1005), the Green H. Tarpley Survey (A-1333) and the H.C. Alexander Survey (A-1922), in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point on the southwest corner of Lot 5, Block 3R of the Treetop Subdivision, Phase I (Revised), a subdivision in Parker County, Texas (per plat recorded in Cabinet A, Slide 574 of the Parker County Plat Records);

THENCE, the following sixteen (16) courses:

- 1) North 06°32'17" West for a distance of 1,504.51 feet to a point;
- 2) North 06°32'14" West for a distance of 1,353.46 feet to a point;
- 3) North 01°34'54" West for a distance of 934.16 feet to a point;
- 4) North 89°27'46" East for a distance of 932.01 feet to a point;
- 5) South 01°55'26" West for a distance of 1,533.75 feet to a point;
- 6) South 02°01'58" West for a distance of 355.24 feet to a point;
- 7) North 88°56'27" East for a distance of 281.88 feet to a point;
- 8) South 01°00'02" East for a distance of 293.78 feet to a point;
- 9) North 88°59'58" East for a distance of 701.03 feet to a point;
- 10) South 09°52'00" West for a distance of 556.88 feet to a point;
- 11) South 25°56'27" West for a distance of 880.78 feet to a point;
- 12) South 43°19'20" East for a distance of 222.53 feet to a point;
- 13) South 45°40'40" West for a distance of 246.25 feet to a point;
- 14) South 89°35'03" West for a distance of 300.41 feet to a point;
- 15) North 00°36'33" West for a distance of 66.50 feet to a point;
- 16) South 89°23'27" West for a distance of 699.31 feet to the **POINT OF BEGINNING**, and containing 94.519 acres of land, more or less.

EXHIBIT B
REAL PROPERTY LEGAL DESCRIPTION

BEING LOT B IN BLOCK 3-R OF TREETOP, PHASE 1 (REVISED), AN ADDITION TO PARKER COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET A, SLIDE 574, PLAT RECORDS, PARKER COUNTY, TEXAS.

EXHIBIT C
ADDITIONAL ASSETS

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

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

- i. Easement recorded in Volume 1461, Page 1363, Official Public Records of Parker County, Texas, on December 15, 1989;
- ii. Declaration of Treetop Water Supply Corporation recorded in Volume 1464, Page 971, Official Public Records of Parker County, Texas, on January 25, 1990 (Assignee expressly declines to accept any obligations contained in this document);
- iii. Rights reserved to Tom Crew to access water lines and pipes and any other appurtenances of the water system, for maintenance and other purposes, contained in Grant of Easement and Assignment of Lease recorded in Volume 2828, Page 786, Official Public Records of Parker County, Texas, on February 8, 2011;
- iv. 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, 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 of any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;

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

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

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

202043016 12/28/2020 08:09:00 AM Page 9 of 9

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202043016
12/28/2020 08:09:00 AM
Fee: \$59.00
Lila Deakle, County Clerk
Parker County, Texas
ASSIGNMENT