



Filing Receipt

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DOCKET NO. 51089

APPLICATION OF DONALD E.	§	
WILSON D/B/A QUIET VILLAGE II	§	
D/B/A QV UTILITY AND CSWR-	§	PUBLIC UTILITY COMMISSION
TEXAS UTILITY OPERATING	§	
COMPANY, LLC FOR SALE,	§	OF TEXAS
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	
RIGHTS IN HIDALGO COUNTY	§	

**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

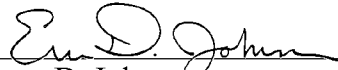
1. Order No. 10, issued on March 15, 2021, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) 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. The effective date of the transaction was September 9, 2021.
3. There are no outstanding customer deposits associated with this water system.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 10.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 10, 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
Central States Water Resources, Inc.
1650 Des Peres Rd., Suite 303
St. Louis, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)

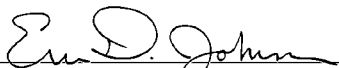


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**ATTORNEYS FOR CSWR-TEXAS UTILITY
OPERATING COMPANY, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of September 2021, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.



Evan D. Johnson

AFTER RECORDING, RETURN TO:
KEVIN M. 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 HIDALGO §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of September 9th, 2021 (the "Effective Date"), by TERESA LYNN PIERCE, SOLE EXECUTOR AND BENEFICIARY OF THE ESTATE OF DONALD E. WILSON d/b/a QUIET VILLAGE II, d/b/a QV UTILITY, ("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 November 21, 2019 (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 sewer and 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, 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 B 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 Hidalgo County, Texas.

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

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

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

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

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

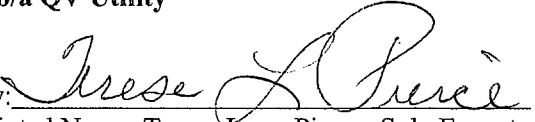
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions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

[Signature Pages Follow]

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

ASSIGNOR:

**Teresa Lynn Pierce, Sole Executor and Beneficiary of
the Estate of Donald E. Wilson d/b/a Quiet Village II,
d/b/a QV Utility**

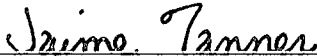
By: 

Printed Name: Teresa Lynn Pierce, Sole Executor
and Beneficiary

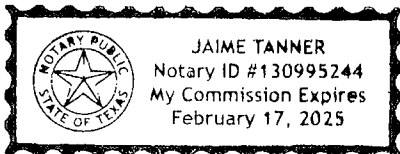
THE STATE OF TEXAS §

COUNTY OF Ft. Bend §

This instrument was acknowledged before me this 9th day of September, 2021, by Teresa Lynn Pierce, sole Executor of the Will of Donald E. Wilson.




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: 

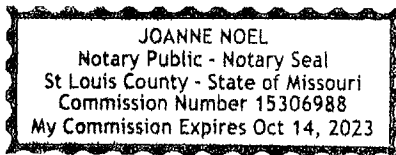
Josiah M. Cox, President

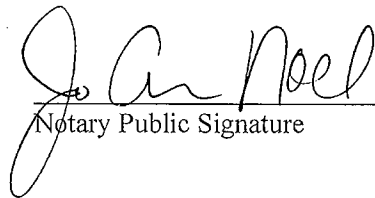
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 10th day of September, 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

The area served is approximately 10.5 miles southeast of the City of Edinburg, Texas located in the Juan Jose Trevino Survey (A-22), in Hidalgo County, Texas and being more particularly described as follows:

BEGINNING at a point at the northeast corner of Lot 1 of the Quiet Village II, Section One Subdivision, a subdivision in Hidalgo County, Texas (per plat recorded in Volume 24, Page 89 of the Hidalgo County Map Records);

THENCE, the following four (4) courses:

- 1) South 08° 32' 33" West for a distance of 713.00 feet to a point;
- 2) North 81° 27' 27" West for a distance of 1,249.00 feet to a point;
- 3) North 08° 32' 33" East for a distance of 713.00 feet to a point;

South 81° 27' 27" East for a distance of 1,249.00 feet to the **POINT OF BEGINNING**, and containing 20.444 acres of land, more or less.

EXHIBIT B
ADDITIONAL ASSETS

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

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

- a. All plats located within the area described on EXHIBIT A;
- b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on EXHIBIT A, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents.
- c. Or other agreements or documents of any kind or nature.

b) All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system; AND All water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system;

c) Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Hidalgo County, Texas, and used or held for use in connection with the System

d) 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;

e) 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;

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

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

h) 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

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