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DOCKET NO. 51222

**APPLICATION OF DAVID PETTY,
EXECUTOR OF THE ESTATE OF
PATETREEN PETTY MCCOY DBA
BIG WOOD SPRINGS WATER
COMPANY, AND CSWR-TEXAS
UTILITY OPERATING COMPANY,
LLC FOR SALE, TRANSFER, OR
MERGER OF FACILITIES AND
CERTIFICATE RIGHTS IN WOOD
COUNTY**

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**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

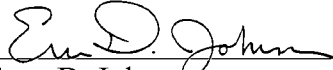
1. Order No. 9, issued on April 7, 2021, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) 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 8, 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. 9.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 9, 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)

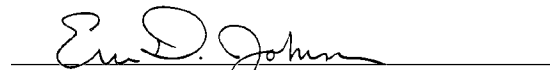


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**ATTORNEYS FOR CSWR-TEXAS UTILITY
OPERATING COMPANY, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 14th 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

BILL OF SALE

This BILL OF SALE, effective as of the 8th day of September, 2021, is made by DAVID PETTY, AS COURT-APPOINTED EXECUTOR OF THE ESTATE OF PATETREEN PETTY MCCOY, Case No. 9962, in the County Court of Wood County, Texas d/b/a Big Wood Springs Water System a/k/a Pat Petty d/b/a Big Wood Springs Water Company, and by DAVID PETTY and STEPHANIE L. PETTY, husband and wife, in their individual capacity (together, “Seller”), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company (“Buyer”).

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated December 17, 2019, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (*as amended and assigned*, the “Purchase Agreement”).

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, all of Seller’s right, title and interest in and to the Assets, as such term is defined and described in the Purchase Agreement, consists of the assets, both real and personal, used or useful in operation of a water system located in Wood County, Texas that services the area described on the attached **EXHIBIT A**, such assets being more particularly described as follows:

All personal property comprising the water system, including but not limited to, the water lines, pipes, wells, well house, tanks, storage tanks, pumps, booster 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.

And all of Seller’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:

- All buildings, furniture, facilities, machinery, equipment, tools, devices, mobile work equipment, fixtures, inventory, merchandise, supplies, appurtenances, and other tangible items of personal property;
- 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 property set forth on Exhibit A, 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;
- Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Buyer 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 Seller or may be obtained by Seller, 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;

- 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, but expressly excluding customer deposits;

- All indemnities or claims with respect to the System, ~~cell telephones, D.P.~~
~~exchanges used in connection with the System;~~

- 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

- Any other assets or personal property not described herein which are used or useful to operate the System, but expressly excluding customer deposits held by Seller.

TO HAVE AND TO HOLD the Assets, with all of the rights and appurtenances thereto belonging, unto Buyer, its successors and assigns, to itself and for its own use and behalf forever.

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assets and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

AND, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer, the entire right, title and interest in the Assets hereby sold, transferred, assigned and conveyed as Buyer shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first set forth above.

THE ESTATE OF PATETREEN

PETTY McCOY, Case No. 9962,
County Court of Wood County, Texas

David Petty

Executor

By: David Petty

David Petty, Court-Appointed

David Petty

David Petty

DAVID PETTY, an individual

Stephanie Lynn Petty

Stephanie L Petty

STEPHANIE L. PETTY, an individual

**EXHIBIT A
BIG WOOD SPRINGS SERVICE AREA**

The area served is approximately 12.2 miles northeast of the City of Quitman, Texas, located in the W.W. Frizzell Survey (A-212), the Malona Furrh Survey (A-220), the William P. Kinkennon Survey (A-357), the M.M. Nichols Survey (A-444), the A.J. Smith Surveys (A-573 & A-675), the Joseph E. White Survey (A-613) and the Elizabeth Webb Survey (A-653), in Wood County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southwest corner of that called 320 acre tract of land conveyed as Tract Two in a Correction Warranty Deed with Vendor's Lien from Emalee Morse Scott, et al to Big Wood Land Development, Inc., dated July 6, 2007, recorded in Volume 2251, Page 653 of the Wood County Official Records;

THENCE, the following seventy-seven (77) courses:

- North 02° 06' 09" West for a distance of 2,147.90 feet to a point;
- North 01° 48' 40" West for a distance of 391.89 feet to a point;
- North 71° 09' 40" East for a distance of 613.88 feet to a point;
- North 66° 52' 19" East for a distance of 200.56 feet to a point;
- North 71° 09' 38" East for a distance of 26.83 feet to a point;
- North 71° 34' 51" East for a distance of 225.41 feet to a point;
- North 71° 14' 07" East for a distance of 150.00 feet to a point;
- North 71° 14' 11" East for a distance of 43.80 feet to a point;
- North 76° 56' 48" East for a distance of 23.86 feet to a point;
- North 75° 37' 11" East for a distance of 76.72 feet to a point;
- North 71° 23' 23" East for a distance of 120.12 feet to a point;
- North 18° 36' 37" West for a distance of 155.27 feet to a point;
- North 20° 13' 00" West for a distance of 659.96 feet to a point;
- North 87° 21' 25" East for a distance of 2,042.81 feet to a point;
- South 50° 46' 20" East for a distance of 263.65 feet to a point;
- South 02° 22' 16" East for a distance of 2,161.14 feet to a point;

- South 02° 40' 08" East for a distance of 987.83 feet to a point;
- South 02° 37' 45" East for a distance of 290.01 feet to a point;
- South 02° 33' 30" East for a distance of 51.26 feet to a point;
- South 02° 57' 59" East for a distance of 101.55 feet to a point;
- South 02° 22' 36" East for a distance of 84.79 feet to a point;
- North 89° 05' 24" East for a distance of 1,281.41 feet to a point;
- North 89° 25' 27" East for a distance of 620.12 feet to a point;
- North 89° 03' 07" East for a distance of 607.82 feet to a point;
- South 02° 13' 35" East for a distance of 2,122.30 feet to a point;
- North 88° 56' 42" East for a distance of 629.64 feet to a point;
- North 88° 55' 38" East for a distance of 781.67 feet to a point;
- South 02° 06' 13" East for a distance of 1,041.59 feet to a point;
- South 88° 24' 09" West for a distance of 3,975.66 feet to a point;
- South 02° 09' 15" East for a distance of 263.06 feet to a point;
- South 88° 19' 05" West for a distance of 507.73 feet to a point;
- South 88° 09' 41" West for a distance of 62.34 feet to a point;
- South 43° 06' 02" East for a distance of 73.30 feet to a point;
- South 36° 56' 00" East for a distance of 31.83 feet to a point;
- South 32° 59' 48" East for a distance of 31.83 feet to a point;
- South 29° 03' 38" East for a distance of 31.83 feet to a point;
- South 25° 07' 23" East for a distance of 31.83 feet to a point;
- South 20° 41' 38" East for a distance of 39.79 feet to a point;
- South 16° 15' 58" East for a distance of 31.83 feet to a point;
- South 11° 50' 13" East for a distance of 39.79 feet to a point;
- South 07° 24' 28" East for a distance of 31.83 feet to a point;

- South 00° 56' 00" East for a distance of 412.51 feet to a point;
- South 02° 18' 42" West for a distance of 32.92 feet to a point;
- South 07° 39' 57" West for a distance of 26.34 feet to a point;
- South 13° 36' 53" West for a distance of 39.50 feet to a point;
- South 20° 45' 16" West for a distance of 39.50 feet to a point;
- South 27° 53' 34" West for a distance of 39.50 feet to a point;
- South 35° 01' 55" West for a distance of 39.50 feet to a point;
- South 42° 10' 16" West for a distance of 39.50 feet to a point;
- South 49° 54' 19" West for a distance of 46.07 feet to a point;
- South 57° 02' 39" West for a distance of 32.92 feet to a point;
- South 62° 13' 35" West for a distance of 71.11 feet to a point;
- South 54° 32' 20" West for a distance of 31.99 feet to a point;
- South 48° 18' 19" West for a distance of 31.11 feet to a point;
- South 41° 34' 06" West for a distance of 37.06 feet to a point;
- South 34° 14' 39" West for a distance of 37.06 feet to a point;
- South 26° 34' 25" West for a distance of 40.55 feet to a point;
- South 18° 26' 05" West for a distance of 36.73 feet to a point;
- South 00° 20' 09" West for a distance of 102.29 feet to a point;
- South 84° 59' 40" East for a distance of 0.81 feet to a point;
- South 00° 02' 15" West for a distance of 306.82 feet to a point;
- South 02° 11' 13" East for a distance of 349.82 feet to a point;

- South 01° 14' 28" East for a distance of 1,016.69 feet to a point;
- South 89° 08' 06" West for a distance of 840.34 feet to a point;
- South 87° 18' 08" West for a distance of 1,831.54 feet to a point;
- North 00° 21' 58" West for a distance of 1,446.29 feet to a point;
- North 00° 29' 28" West for a distance of 638.26 feet to a point;
- North 01° 02' 34" West for a distance of 662.36 feet to a point;
- North 89° 42' 20" East for a distance of 174.43 feet to a point;
- North 89° 48' 11" East for a distance of 829.22 feet to a point;
- North 88° 50' 58" East for a distance of 532.09 feet to a point;
- North 01° 39' 48" West for a distance of 659.80 feet to a point;
- North 01° 34' 04" West for a distance of 682.52 feet to a point;
- North 02° 23' 55" West for a distance of 331.35 feet to a point;
- South 88° 43' 03" West for a distance of 477.65 feet to a point;
- North 01° 52' 06" West for a distance of 2,130.16 feet to a point;
- South 87° 57' 58" West for a distance of 1,030.06 feet to the **POINT OF BEGINNING**, and containing 842.330 acres of land, more or less.