



Control Number: 51454



Item Number: 20

Addendum StartPage: 0

PUC Docket No. 51454

PUBLIC UTILITY COMMISSION
FILING CLERK

STATE OF TEXAS

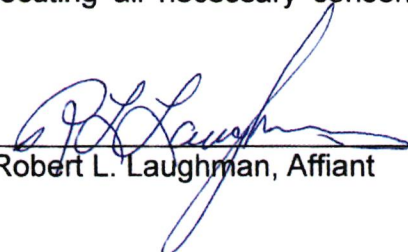
COUNTY OF HARRIS

SELLER'S AFFIDAVIT OF CLOSING

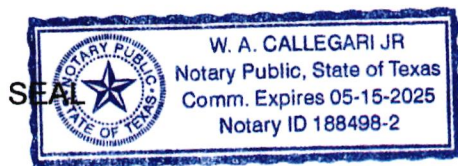
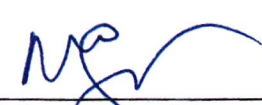
I, Robert L. Laughman, certify that I am the president of Aqua Utilities, Inc., whose certain assets are being sold to Aqua Texas, Inc. through a Water Code §13.301 sale as more specifically described in the §13.301 application for same assigned Public Utility Commission of Texas ("PUC") Docket No. 51454. The sale and transfer of the utility assets closed on May 31, 2021. Management and control of the utility system transferred on May 31, 2021 at 12:00 A.m. Both events occurred after receipt of the April 29, 2021 Order No. 12 Approving Sale/Transfer to Proceed issued by the PUC in Docket No. 51454 authorizing the parties to close this transaction.

Customer deposits were transferred from Buyer to Seller in connection with the closing. These customer deposits will be held by Aqua Texas, Inc. for fiduciary management and refund in due course of business under the Public Utility Commission of Texas Rules.

Aqua Utilities, Inc. consents to the transfer of the Certificate of Convenience and Necessity ("CCN") that is the subject of this application to Aqua Texas, Inc. By affixing my authorized signature below, Aqua Utilities, Inc. grants to Aqua Texas, Inc. an irrevocable power of attorney to undertake all actions necessary to effectuate the CCN transfer, including, but not limited to executing all necessary consent documents on behalf of Aqua Utilities, Inc.


 Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, President of Seller, Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on June 16, 2021.



 Notary Public, State of Texas

 Print name: W A Callegari, Jr.

 Commission expires: 5-15-2025

PUC Docket No. 51454

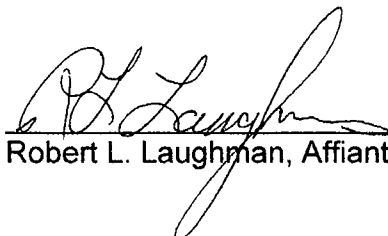
STATE OF TEXAS

COUNTY OF HARRIS

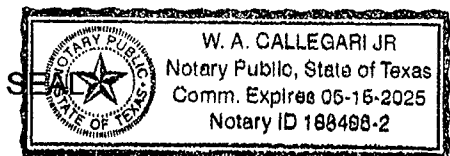
BUYER'S AFFIDAVIT OF CLOSING

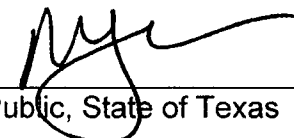
I, Robert L. Laughman, certify that I am the president of Aqua Texas, Inc., the purchaser of certain assets of Aqua Utilities, Inc. through a Water Code §13.301 sale as more specifically described in the §13.301 application for same assigned Public Utility Commission of Texas ("PUC") Docket No. 51454. The sale and transfer of the utility assets closed on May 31, 2021. Management and control of the utility systems transferred on May 31, 2021 at 12:00 a.m. Both events occurred after receipt of the April 28, 2021 Order No. 12 Approving Sale/Transfer to Proceed issued by the PUC in Docket No. 51454 authorizing the parties to close this transaction.

Customer deposits were transferred from Buyer to Seller in connection with the closing. These customer deposits will be held by Aqua Texas, Inc. for fiduciary management and refunded in due course of business under the Public Utility Commission of Texas rules.


Robert L. Laughman, Affiant

SWORN AND SUBSCRIBED TO under oath by Robert L. Laughman, President of Buyer, Aqua Texas, Inc. before the undersigned notary public in witness of which I place my hand and seal on June 16, 2021.




Notary Public, State of Texas
Print name: WA Callegari, Jr.
Commission expires: 5-15-2025

PUC Docket No. 51454

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION

BETWEEN AQUA UTILITIES, INC. AND AQUA TEXAS, INC.

THIS BILL OF SALE, ASSIGNMENT, AND ASSUMPTION ("Bill of Sale") dated and effective the 31st day of May, 2021 runs from **Aqua Utilities, Inc.** ("Aqua Utilities"), a Texas corporation to **Aqua Texas, Inc.** ("Aqua Texas"), a Texas corporation. Aqua Utilities and Aqua Texas are collectively referred to herein as "Parties".

WITNESSETH

WHEREAS, Aqua Utilities and Aqua Texas have previously entered into a Plan and Agreement of Asset Transfer (the "Plan of Transfer") under which Aqua Utilities will transfer and Aqua Texas will acquire all of Aqua Utilities' assets within the State of Texas that are used and useful in the provision of water services ("Water System Business");

WHEREAS, the specific assets of the Water System Business encompassed in this Bill of Sale are located in Victoria County; are referred to herein as "Water System Assets," and are registered with the TCEQ as PWS 010030;

WHEREAS, Aqua Texas has agreed to assume certain liabilities of the Water System Business (collectively "Assumed Liabilities") within the State of Texas;

WHEREAS, Aqua Utilities is presently executing and delivering this Bill of Sale to Aqua Texas for the purpose of conveying all of the right, title and interest currently held by Aqua Utilities in and to the Water System Assets to Aqua Texas and transferring the Assumed Liabilities to Aqua Texas; and

WHEREAS, Aqua Texas is presently executing and accepting this Bill of Sale from Aqua Utilities for the purpose of receiving all of the right, title and interest currently held by Aqua Utilities in the Water System Assets and assuming the Assumed Liabilities in Victoria County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Aqua Utilities hereby grants, sells, conveys, assigns, transfers, sets over to and vests in Aqua Texas, its successors and assigns all of Aqua Utilities' rights, title and interest, legal and equitable, in and to all of the intangible rights and tangible personal property that are used and useful in the Water System Business, including but not limited to the Water System Assets, to have and to hold the same forever.

PUC Docket No. 51454

2. Aqua Utilities hereby makes and appoints Aqua Texas, its successors and assigns, as a true and lawful agent and attorney of Aqua Utilities with full power of substitution, in the same stead as Aqua Utilities, but on behalf of and for the benefit of Aqua Texas, to demand and receive all of the assets of the Water System Business, including but not limited to the Water System Assets, which are not in the possession or under the exclusive control of Aqua Utilities, and to give receipts and releases for and in respect of the sale, and any part thereof, and from time to time to institute in Aqua Utilities' name or in the name of Aqua Texas, and their successors and assigns, as the authorized legal attorney of and for Aqua Utilities, for the benefit of Aqua Texas, its successors and assigns and at the expense of Aqua Texas, any and all proceedings at law, equity or otherwise, which Aqua Texas may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, transferred, sold, conveyed, or assigned, or intended so to be, and to do all acts and things in relation to such assets transferred hereunder which Aqua Texas deems desirable. Aqua Utilities hereby declares that the foregoing powers are coupled with interests and are and shall be irrevocable by Aqua Utilities or by the dissolution of Aqua Utilities in any manner or for any reason whatsoever.

3. Aqua Texas assumes and agrees to perform and discharge all the Assumed Liabilities in Victoria County, as provided in the Plan of Asset Transfer.

4. The Parties, their successors and assigns agree that from time to time as needed after the execution of this Bill of Sale, upon the request of the other Party and without payment of further consideration, to perform, execute, acknowledge, and deliver, all and every act, conveyance, transfer, assignment or assurance as may be reasonably required to more effectively convey, transfer or vest in Aqua Texas any of the Water System Assets or Assumed Liabilities within Victoria County, or to otherwise put into effect the intent and purpose of the Plan of Transfer, including but not limited to real property deeds and conveyances. The Party making such request shall assume all costs arising from the request and shall reimburse the other Party for its reasonable costs in complying with such request.

5. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any other person, firm, corporation, or business entity, other than the Parties and their successors and assigns, any remedy or claim under or by reason of this instrument or any provision, covenant, condition, or promise herein. This Bill of sale is for the sole and exclusive benefit of the Parties, their successors and assigns.

6. This Bill of Sale is governed by and shall be enforced in accordance with the laws of the State of Texas.

7. The assets transferred by this Bill of Sale shall include but not be limited to the following items in Victoria County:

- a. All the land, buildings, pipes, pipelines, water mains, sewer mains, lift stations, treatment plants, wells, pumping stations storage tanks, standpipes, fire hydrants, structures, improvements, fixtures, rights of way, rights, uses, licenses, and easements owned by Aqua Utilities or in which Aqua Utilities has an interest, and all hereditaments, tenements, and

PUC Docket No. 51454

appurtenances belonging or appertaining thereto which relate to the Water System Business;

- b. All of the underground water, percolating water, artesian water, and any other water from any depths and reservoirs, formations, depths, and horizons beneath the surface of the Water System Business property in which Aqua Utilities has an interest;
- c. All supplies and inventories related to the Water System Business;
- d. All rights of Aqua Utilities under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, surface water right, surface water permit, groundwater right, groundwater permit, groundwater conservation district right, groundwater conservation district permit, discharge right, discharge permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating in any way to the Water System Business, including all active and inactive accounts, if any, and all agreements with third parties regarding the provision of retail or wholesale water and the provision of resale or wholesale wastewater treatment services;
- e. All rights and choses in action of Aqua Utilities relating to the Water System Business and Water System Assets, arising out of the occurrences before and/or after the date of this conveyance, including but not limited to those associated with adverse possession and ownership of the real and personal property of the Water System Business and Water System Assets;
- f. All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists and property records in any way related to the Water System Business; and
- g. All of Aqua Utilities' interest in all of the personal property owned and/or controlled by Aqua Utilities associated with the operation and/or ownership of Water System Business, including without limitation Aqua Utilities' interests in any customer records, business records, applications for licenses, permits or other related governmental authorizations, all business goodwill (including the right to do business under the various names of the water facilities and systems which are part of the Water System Business).

IN WITNESS WHEREOF, the Parties have set their hands this day and year first noted above with the intention of being legally bound by its terms.

PUC Docket No. 51454

AQUA UTILITIES, INC.

By: 

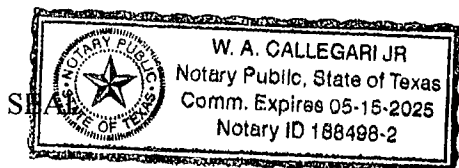
Name: Robert L. Laughman


Title: President

State of Texas

County of Harris

ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L. Laughman, President of Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on this June 16, 2021.



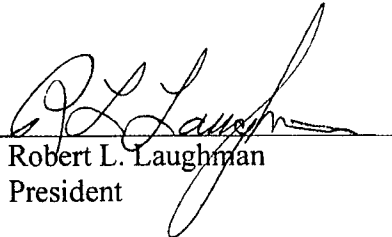

Notary Public, State of Texas

Print name: W A Callegari, Jr

Commission expires: 5-15-2025

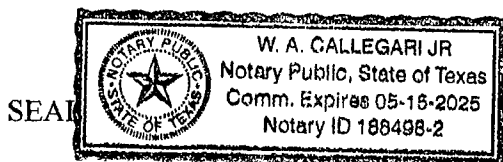
PUC Docket No. 51454


AQUA TEXAS, INC.

By: 
Name: Robert L. Laughman
Title: President

State of Texas
County of Harris

ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L. Laughman, President of Aqua Texas, Inc. before the undersigned notary public in witness of which I place my hand and seal on this June 16, 2024.




Notary Public, State of Texas
Print name: ~~W A~~ W A Callegari, Jr.
Commission expires: 5-15-2025

PUC Docket No. 51454

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION

BETWEEN AQUA UTILITIES, INC. AND AQUA TEXAS, INC.

THIS BILL OF SALE, ASSIGNMENT, AND ASSUMPTION (“Bill of Sale”) dated and effective the 31st day of May, 2021 runs from **Aqua Utilities, Inc.** (“Aqua Utilities”), a Texas corporation to **Aqua Texas, Inc.** (“Aqua Texas”), a Texas corporation. Aqua Utilities and Aqua Texas are collectively referred to herein as “Parties”.

WITNESSETH

WHEREAS, Aqua Utilities and Aqua Texas have previously entered into a Plan and Agreement of Asset Transfer (the “Plan of Transfer”) under which Aqua Utilities will transfer and Aqua Texas will acquire all of Aqua Utilities’ assets within the State of Texas that are used and useful in the provision of wastewater services (“~~WWS~~ Wastewater System Business”);

WHEREAS, the specific assets of the Wastewater System Business encompassed in this Bill of Sale are located in Victoria County; are referred to herein as “Wastewater System Assets,” and are utilized in TPDES permit number WQ0010742001;

WHEREAS, Aqua Texas has agreed to assume certain liabilities of the Wastewater System Business (collectively “Assumed Liabilities”) within the State of Texas;

WHEREAS, Aqua Utilities is presently executing and delivering this Bill of Sale to Aqua Texas for the purpose of conveying all of the right, title and interest currently held by Aqua Utilities in and to the Wastewater System Assets to Aqua Texas and transferring the Assumed Liabilities to Aqua Texas; and

WHEREAS, Aqua Texas is presently executing and accepting this Bill of Sale from Aqua Utilities for the purpose of receiving all of the right, title and interest currently held by Aqua Utilities in the Wastewater System Assets and assuming the Assumed Liabilities in Victoria County;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Aqua Utilities hereby grants, sells, conveys, assigns, transfers, sets over to and vests in Aqua Texas, its successors and assigns all of Aqua Utilities’ rights, title and interest, legal and equitable, in and to all of the intangible rights and tangible personal property that are used and useful in the Wastewater System Business, including but not limited to the Wastewater System Assets, to have and to hold the same forever.

PUC Docket No. 51454

2. Aqua Utilities hereby makes and appoints Aqua Texas, its successors and assigns, as a true and lawful agent and attorney of Aqua Utilities with full power of substitution, in the same stead as Aqua Utilities, but on behalf of and for the benefit of Aqua Texas, to demand and receive all of the assets of the Wastewater System Business, including but not limited to the Wastewater System Assets, which are not in the possession or under the exclusive control of Aqua Utilities, and to give receipts and releases for and in respect of the sale, and any part thereof, and from time to time to institute in Aqua Utilities' name or in the name of Aqua Texas, and their successors and assigns, as the authorized legal attorney of and for Aqua Utilities, for the benefit of Aqua Texas, its successors and assigns and at the expense of Aqua Texas, any and all proceedings at law, equity or otherwise, which Aqua Texas may deem proper for the collection and enforcement of any claim or right of any kind hereby granted, transferred, sold, conveyed, or assigned, or intended so to be, and to do all acts and things in relation to such assets transferred hereunder which Aqua Texas deems desirable. Aqua Utilities hereby declares that the foregoing powers are coupled with interests and are and shall be irrevocable by Aqua Utilities or by the dissolution of Aqua Utilities in any manner or for any reason whatsoever.

3. Aqua Texas assumes and agrees to perform and discharge all the Assumed Liabilities in Victoria County, as provided in the Plan of Asset Transfer.

4. The Parties, their successors and assigns agree that from time to time as needed after the execution of this Bill of Sale, upon the request of the other Party and without payment of further consideration, to perform, execute, acknowledge, and deliver, all and every act, conveyance, transfer, assignment or assurance as may be reasonably required to more effectively convey, transfer or vest in Aqua Texas any of the Wastewater System Assets or Assumed Liabilities within Victoria County, or to otherwise put into effect the intent and purpose of the Plan of Transfer, including but not limited to real property deeds and conveyances. The Party making such request shall assume all costs arising from the request and shall reimburse the other Party for its reasonable costs in complying with such request.

5. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any other person, firm, corporation, or business entity, other than the Parties and their successors and assigns, any remedy or claim under or by reason of this instrument or any provision, covenant, condition, or promise herein. This Bill of sale is for the sole and exclusive benefit of the Parties, their successors and assigns.

6. This Bill of Sale is governed by and shall be enforced in accordance with the laws of the State of Texas.

7. The assets transferred by this Bill of Sale shall include but not be limited to the following items in Victoria County:

- a. All the land, buildings, pipes, pipelines, water mains, sewer mains, lift stations, treatment plants, pumping stations, storage tanks, standpipes, structures, improvements, fixtures, rights of way, rights, uses, licenses, and easements owned by Aqua Utilities or in which Aqua Utilities has an

PUC Docket No. 51454

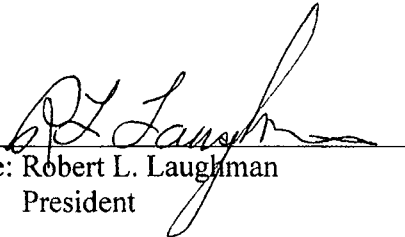
interest, and all hereditaments, tenements, and appurtenances belonging or appertaining thereto which relate to the Wastewater System Business;

- b. All supplies and inventories related to the Wastewater System Business;
- c. All rights of Aqua Utilities under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, surface water right, surface water permit, groundwater right, groundwater permit, groundwater conservation district right, groundwater conservation district permit, discharge right, discharge permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating in any way to the Wastewater System Business, including all active and inactive accounts, if any, and all agreements with third parties regarding the provision of retail or wholesale water and the provision of resale or wholesale wastewater treatment services;
- d. All rights and choses in action of Aqua Utilities relating to the Wastewater System Business and Wastewater System Assets, arising out of the occurrences before and/or after the date of this conveyance, including but not limited to those associated with adverse possession and ownership of the real and personal property of the Wastewater System Business and Wastewater System Assets;
- e. All information, files, records, data, plans, contracts, and recorded knowledge, including customer and supplier lists and property records in any way related to the Wastewater System Business; and
- f. All of Aqua Utilities' interest in all of the personal property owned and/or controlled by Aqua Utilities associated with the operation and/or ownership of Wastewater System Business, including without limitation Aqua Utilities' interests in any customer records, business records, applications for licenses, permits or other related governmental authorizations, all business goodwill (including the right to do business under the various names of the water facilities and systems which are part of the Wastewater System Business).

IN WITNESS WHEREOF, the Parties have set their hands this day and year first noted above with the intention of being legally bound by its terms.

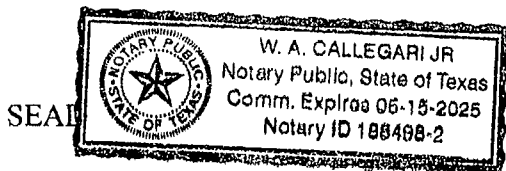
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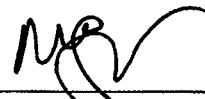
AQUA UTILITIES, INC.

By: 
Name: Robert L. Laughman
Title: President

State of Texas
County of Harris

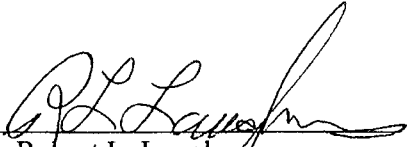
ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L. Laughman, President of Aqua Utilities, Inc. before the undersigned notary public in witness of which I place my hand and seal on this June 16, 2021.




Notary Public, State of Texas
Print name: W A Callegari, Jr.
Commission expires: 5-15-2025

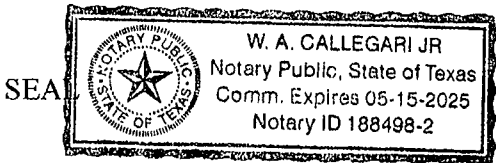
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AQUA TEXAS, INC.

By: 
Name: Robert L. Laughman
Title: President

State of Texas
County of Harris

ACKNOWLEDGED, SWORN TO, AND SUBSCRIBED TO under oath by Robert. L. Laughman, President of Aqua Texas, Inc. before the undersigned notary public in witness of which I place my hand and seal on this June 16, 2024.




Notary Public, State of Texas
Print name: W A Callegari, Jr.
Commission expires: 5-15-2025

PUC Docket No. 51454

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OF YOUR DRIVER'S LICENSE NUMBER.

Special Warranty Deed

Date: May 31, 2021

Grantor: Aqua Utilities, Inc., d/b/a Aqua Texas, Inc.

Grantor's Mailing Address:

1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Travis County

Grantee: Aqua Texas, Inc.

Grantee's Mailing Address:

1106 Clayton Lane, Suite 400W
Austin, Texas 78723
Travis County

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

All real property situated in Victoria County used by Grantor or useful to Grantee in providing water and/or wastewater services in PWS 2350005, TPDES Permit WQ0010742001, Water Certificate of Convenience and Necessity No. 11157 and Sewer Certificate of Convenience and Necessity No. 20453, including but not limited to the three tracts of land and the easement described in the General Warranty Deed recorded at Clerk's File No. 7617, in Volume 342, Page 16, of the Real Property Records of Victoria County Texas, such properties also being described by metes and bounds on the attached Exhibit 1, which is incorporated herein by reference.

PUC Docket No. 51454

Property includes but is not limited to the following:

All the personal property located in or on and used in the enjoyment of said Property or in the provision of water or wastewater utility services;

All validly existing easements, rights-of-way, and prescriptive rights associated with said real property, personal property, and easements, whether of record or not;

All sewer lines, lift stations, wastewater treatment plants, manholes, etc., which are used or useful, reasonable or necessary to provide sewer services in accordance with applicable law;

All water lines, service lines, mains, meters, storage tanks, pumps, etc., which are used or useful, reasonable or necessary to provide water services in accordance with applicable law;

All groundwater, underground water, percolating water, artesian water, and other waters from any and all reservoirs, formations, depths, and horizons beneath the surface of the earth in and under or that may be produced from the Property;

All rights, claims, and privileges which may exist for the Property and any associated real property, personal property, easements, and choses in action which arise through prescription, which are owned, possessed or held by Grantor, Grantor's predecessors in title and Grantor's predecessors by merger, pursuant to any and all applicable laws and statutes, including but not limited to those in Chapter 16 of the Texas Civil Practice and Remedies Code, and those related to the legal concept of "stacking" the limitations periods of prior claimants;

All rights, claims, and privileges, which may exist for the Property and any associated real property, personal property, easements, and choses in action which arise through adverse possession, which are owned, possessed or held by Grantor, Grantor's predecessors in title and Grantor's predecessors by merger, pursuant to any and all applicable laws and statutes, including but not limited to those in Chapter 16 of the Texas Civil Practice and Remedies Code, and those related to the legal concept of "stacking" the limitations periods of prior claimants.

Reservations from Conveyance:

None

PUC Docket No. 51454

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

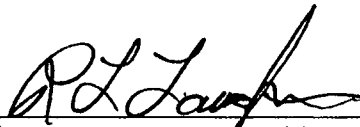
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

[Signatures appear on succeeding pages]

PUC Docket No. 51454

Aqua Utilities, Inc., d/b/a Aqua Texas, Inc.

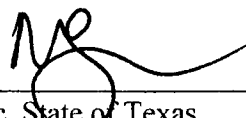

Robert L. Laughman, President

STATE OF TEXAS §

COUNTY OF HARRIS §

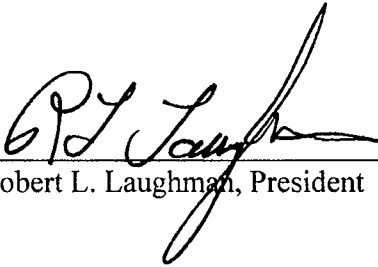
Before me, WA Collegari, Jr., on this day personally appeared Robert L. Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Aqua Utilities, Inc., a Texas corporation d/b/a Aqua Texas, Inc., for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of June, 2021.


Notary Public, State of Texas
My commission expires: 5-15-2025

Aqua Texas, Inc.

PUC Docket No. 51454

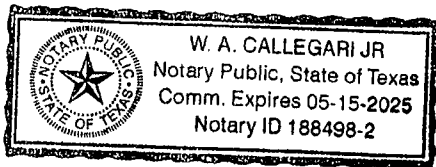

Robert L. Laughman, President

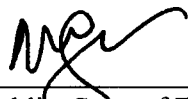
STATE OF TEXAS §

COUNTY OF HARRIS §

Before me, W A Callegari, Jr., on this day personally appeared Robert L. Laughman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Aqua Texas, Inc., a Texas corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of June, 2021.




Notary Public, State of Texas
My commission expires: 5-15-2025

PUC Docket No. 51454

Exhibit "1"
To General Warranty Deed
Legal Description

TRACT I: Being a 1.0 acre tract of land, a portion of James Reed Survey, A-286, and being the North part of a 2.312 acre tract, that is out of a 2.312 acre tract, that is out of a 10.00 acre tract acquired by Alfred O. Ybarra, et ux from James W. Gibbons by deed dated April 28, 1947, and recorded in Volume 220, Page 290 of the Deed Records of Victoria County, Texas, and described as follows:

Beginning at an iron pipe for the North corner of said 2.312 acre tract, which is also the North corner of this 1.00 acre tract, same being S 44° 40' E 825.5 feet from the North corner of said 10.00 acre tract:

Thence S 44° 40' E 102.5 feet, a steel stake for the East corner of this 1.00 acre tract;

Thence S 58° 38' W 320.1 feet a stake on the North bank of the Marcado Creek, the North boundary line of Brentwood Manor, continuing along said boundary S 61° 38' W 112.0 feet and N 84° 47' W 13.2 feet a stake for the South corner of this 1.00 acre tract;

Thence N 44° 40' W 88.0 feet a steel stake for the West corner of this tract;

Thence N 58° 38' E 439.44 feet to the PLACE OF BEGINNING.

TRACT II: Being a 1.00 acre tract of land a portion of the James Reed Survey, Abstract 286, and being out of the east corner of a 2.312 acre tract out a 10.00 acre tract acquired by Alfred C. Ybarra, et ux, from James W. Gibbons by Deed dated April 28, 1947, and recorded in Volume 220, Page 290 of the Deed Records of Victoria County, Texas, and this 1.00 acre being described by metes and bounds as follows:

Beginning at an iron pipe for the East corner of said 2.312 acre tract which is also the East corner of said 10.00 acre tract on the North bank of a drainage ditch, said corner being S 44° 40' E a distance of 1234.6 feet from the North corner of said 10.00 acre tract;

THENCE Westerly with the North bank of said drainage ditch, S 87° 30' W a distance of 195.0 feet, N 68° 27' W a distance of 136.9 feet, N 82° 31' W a distance of 110.0 feet and S 61° 23' W a distance of 49.0 feet to the West corner of this 1.00 acre tract:

THENCE N 58° 28' E a distance of 323.3 feet across said 2.312 acre tract to a point in its Northeasterly line for the North corner of this 1.00 acre tract.

THENCE S 44° 40' E a distance of 282.15 feet with the Northeasterly line of said 2.312 acre tract to the place of beginning, containing 1.00 acre of land.

TRACT III: BEING ALL OF LOT 8, BLOCK 8 OF BRENTWOOD MANOR, VICTORIA COUNTY, TEXAS, LESS AND EXCEPT:

A 0.0245 acre tract of land in lot 8, Block 8, of Brentwood Manor Subdivision which is in James Reed Survey, Abstract 286 in Victoria County, Texas. Said lot 8, Block 8 being shown by a Plat of Brentwood Manor Subdivision of Record in Volume 3, Page 83 of the Plat Records of Victoria County, Texas, to which reference is hereby made for all purposes.

PUC Docket No. 51454

Commence at the intersection of the southwest right-of-way line of Cambridge Street with the northwest right-of-way line of Kent Street;

THENCE South 59 degrees 20 minutes west of the north-west right-of-way line of Kent Street 87.79 feet to a stake for the east corner and plat of beginning of the hereinafter described 0.0245 acre tract;

THENCE North 44 degrees 40 minutes West 55.92 feet to a stake for North corner;

THENCE South 45 degrees 20 minutes West 20 feet to a stake for West corner;

THENCE South 44 degrees 40 minutes East 50.92 feet to a stake for South corner in the North right-of-way line of Kent Street;

Thence North 59 degrees 20 minutes East with the Northwest right-of-way line of Kent Street 20.61 feet to a stake for East corner and the place of beginning of said 0.0245 acre tract.

INCLUDED IN THIS CONVEYANCE IS THE EASEMENT BEING DESCRIBED AS FOLLOWS:

20 foot wide roadway easement from Alfred O. Ybarra and wife Isadora Ybarra to L. D. Wasicek as recorded in Volume 612. Page 394 of the Deed Records of Victoria County, Texas covering the following property:

CENTER line description of a 20 ft. wide roadway easement, said road is situated in James Reed Survey, A-286, Victoria County, Texas and is a part of the 10.0 acre and 2.312 acre tracts of land acquired by Alfred O. Ybarra, et ux from J. W. Gibbons by deed dated April 28, 1947. Recorded in Volume 220, Page 290, Deed Records of Victoria County, Texas and described by metes and bounds as follows:

STARTING AT iron rod set in the SOUTH EAST R.O.W line of S. P. R. R. CO, the NORTH WEST line of said 10.0 acre tract. At the SOUTH Corner of a Railroad Crossing, which is N 58° 38' E 148.1 feet from the West Corner of said 10.0 acre tract.

THENCE S 44° 40' E 10.0 feet to the beginning and center line of said roadway easement.

THENCE N 58° 38' E 133.0 feet parallel with said R. R. SOUTH EAST R.O.W. line a point.

THENCE S 44° 40' E 825.5 feet to a point in the common boundary line between said 10.0 acre and 2.312 acre tracts, which is N 58° 38' W 281.1 feet from the South Corner of said 10 acre tract, and the West Corner of said 2.312 acre tract, continuing on 108.0 feet to a point in the N.W. line of a 1.0 acre tract which is the East Corner of said 2.312 acre tract, for the end of this road easement. Which point is N 44° 40' W 2.7 feet and N 58° 28' E 10.0 feet from an iron rod set on the North Bank of Marcado Creek for an inner corner of said 2.312 acres, and Lot 16, Block 1 of Brentwood Manor Subdivision.