



## Filing Receipt

**Received - 2021-11-01 02:31:51 PM**

**Control Number - 51917**

**ItemNumber - 33**

**DOCKET NO. 51917**

**APPLICATION OF ROCKET WATER §  
COMPANY, INC. AND CSWR-TEXAS §  
UTILITY OPERATING COMPANY, § PUBLIC UTILITY COMMISSION  
LLC FOR SALE, TRANSFER, OR §  
MERGER OF FACILITIES AND § OF TEXAS  
CERTIFICATE RIGHTS IN HAYS §  
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**

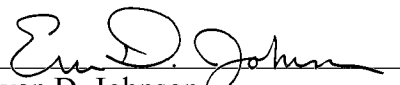
1. Order No. 5, issued on September 17, 2021, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed General Assignment and Bill of Sale. The effective date of the transaction was November 1, 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. 5.

**II. PRAYER FOR RELIEF**

For the reasons stated above, and in accordance with Order No. 5, 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,

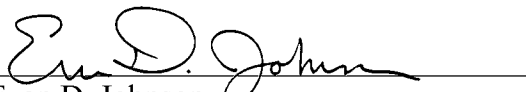
L. Russell Mitten  
General Counsel  
Central States Water Resources, Inc.  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131  
(314) 380-8595  
(314) 763-4743 (Fax)

  
Evan D. Johnson  
State Bar No. 24065498  
C. Glenn Adkins  
State Bar No. 24103097  
Coffin Renner LLP  
1011 W. 31<sup>st</sup> Street  
Austin, Texas 78705  
(512) 879-0900  
(512) 879-0912 (fax)  
evan.johnson@crtxlaw.com  
glenn.adkins@crtxlaw.com

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

**CERTIFICATE OF SERVICE**

I hereby certify that on this 1<sup>st</sup> day of November 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

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**RECEIVER'S BILL OF SALE AND ASSIGNMENT**

THE STATE OF TEXAS     §  
  §           KNOW ALL MEN BY THESE PRESENTS: THAT  
COUNTY OF HAYS       §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of November 1, 2021 (the "Effective Date"), by **ROCKET WATER COMPANY, INC.**, a Texas Corporation by and through its court-appointed receiver, Stan M. Putman, Jr., acting under the judgment filed in the matter of The State of Texas vs. Roger Boyd d/b/a Rocket Water, case number GV 3-0253, ("Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

**RECITALS**

**WHEREAS**, Assignor, and Assignee or Assignee's affiliate, are parties to that certain "Agreement for Sale of Utility System" dated March 19, 2019 (the "Purchase Agreement") pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, all of the CCN, assets, excluding cash on hand, personal property, and real property connected with that certain water facility known as The Woodlands Water System (Public Water System ID No. 1050139), (the "System") operated by Assignor as Receiver 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 the right, title, and interest in and to all assets, excluding cash on hand and personal property subject to control of Assignor as Receiver 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. To the best of Assignor's knowledge, Assignor hereby sells, assigns, conveys, transfers, delivers, and sets over unto Assignee, free and clear of any and all liens and encumbrances, all of the right, title, and interests in and to the Additional Assets subject to control

of Assignor as Receiver, 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 represents to Assignee, to the best of Assignor's knowledge, 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 has 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 Hays 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 reasonable 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.

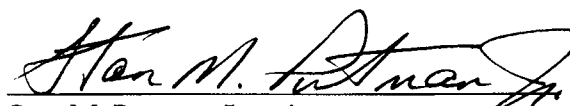
7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

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

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

**ASSIGNOR:**

ROCKET WATER COMPANY, INC., a Texas Corporation by and through its court-appointed receiver, Stan M. Putman, Jr., acting under the judgment filed in the matter of The State of Texas vs. Roger Boyd d/b/a Rocket Water, case number GV 3-02530

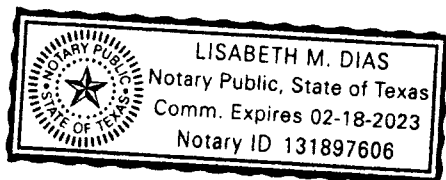
  
Stan M. Putman, Jr., RECEIVER

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 29<sup>th</sup> day of October, 2021, by Stan M. Putman, Jr.

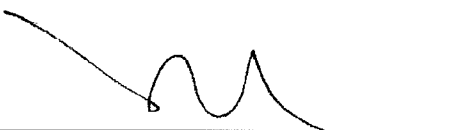
  
Notary Public Signature



**ASSIGNEE:**

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

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

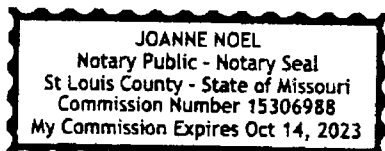
By:   
\_\_\_\_\_  
Josiah M. Cox, President


THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 24 day of October, 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 4.3 miles North of the City of San Marcos, Texas, located in the William Ward Survey (A-467), in Hays County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the North corner of Lot 20 of The Woodlands Subdivision, per plat recorded in Volume 6, Page 18 of the Hays County Deed Records;

THENCE, the following eleven (11) courses:

- 1) South 45° 32' 41" East for a distance of 1,031.78 feet to a point;
- 2) South 45° 09' 52" West for a distance of 2,076.99 feet to a point;
- 3) South 45° 07' 25" West for a distance of 1,291.37 feet to a point;
- 4) South 44° 33' 11" East for a distance of 691.91 feet to a point;
- 5) South 26° 20' 27" West for a distance of 654.82 feet to a point;
- 6) South 10° 42' 27" West for a distance of 203.72 feet to a point;
- 7) North 44° 31' 14" West for a distance of 1,026.42 feet to a point;
- 8) North 44° 40' 00" West for a distance of 967.88 feet to a point;
- 9) With a circular curve to the right, having a radius of 48.42 feet, a central angle of 68° 54' 49", whose long chord bears North 08° 47' 50" West, a distance of 54.79 feet, for an arc distance of 58.24 feet to a point;
- 10) North 44° 59' 00" East for a distance of 205.23 feet to a point;
- 11) North 44° 59' 26" East for a distance of 3,900.84 feet to the POINT OF BEGINNING, and containing 112.636 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. Easement recorded June 30, 1999, instrument no. 9915356, in the official public records, Hays County, Texas;
  - d. Sanitary Control Easement recorded June 30, 1999, instrument no. 9915357, in the official public records, Hays County, Texas;
  - e. Or other agreements or documents of any kind or nature.
- b) 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 Hays 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 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;

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.

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

**RECEIVER'S UTILITY EASEMENT TRANSFER**

STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HAYS       §

That **ROCKET WATER COMPANY, INC.**, a Texas Corporation by and through its court-appointed receiver, Stan M. Putman, Jr., acting under the judgment filed in the matter of The State of Texas vs. Roger Boyd d/b/a Rocket Water, case number GV 3-02530 ("Grantor"), whose address is 2901 Bee Cave Road, Suite L, Austin, Texas 78746, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by **CSWR-TEXAS UTILITY OPERATING COMPANY, LLC**, a Texas limited liability company ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby GIVE, GRANT, and CONVEY unto Grantee a non-exclusive, perpetual UTILITY EASEMENT (the "Easement") that shall run with the land along with the right to perform all acts necessary to construct, reconstruct, repair, relocate, and maintain a water well and related activities for the pumping and removal of water along with all ancillary items associated with the above ("the Facilities") within the Easement Area (defined below) and to operate thereon all necessary machinery and equipment to efficiently prosecute the work in, on, under, over and across the following described property:

**Being a 0.111 of an acre easement situated approximately 4.1 miles North of the City of San Marcos, in the Francis M. Stovall Survey (Abstract No. 408), in Hays County, Texas, and more particularly described in Exhibit "A" (the "Easement Area").  
Being one and the same as the Part Two property described in Easement conveyed to Grantor by easement from W. C. Carson filed June 30, 1999 as Document No. 9915356.**

No Improvements may be placed on Easement Area by Grantor. The entire Easement is reserved for the exclusive use by Grantee for the purposes herein stated.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Facilities herein granted.


This conveyance is expressly made subject to any and all restrictions, mineral and/or royalty reservations, covenants, and easements appearing of record relative to the Easement Area, but only to the extent that the same are still in force and effect and enforceable against the same.

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IN WITNESS THEREOF, the parties have executed this Agreement as of the dates of the acknowledgements set forth below, TO BE EFFECTIVE as of November 1, 2021.

GRANTOR:

ROCKET WATER COMPANY, INC., a Texas Corporation by and through its court-appointed receiver, Stan M. Putman, Jr., acting under the judgment filed in the matter of The State of Texas vs. Roger Boyd d/b/a Rocket Water, case number GV 3-02530

  
Stan M. Putman, Jr., Court Appointed Receiver

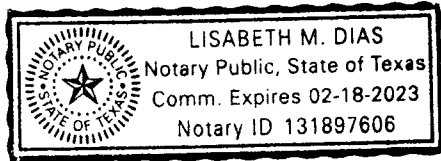
STATE OF TEXAS


COUNTY OF TRAVIS

§  
§  
§

This instrument was acknowledged before me, the undersigned authority, this 29<sup>th</sup> day of October, 2021, by Stan M. Putman, Jr.

[SEAL]



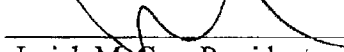
  
Notary Public ★ State of Texas

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

GRANTEE:

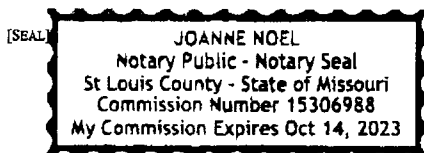
CSWR-TEXAS UTILITY OPERATING  
COMPANY, LLC, a Texas limited liability  
company


By: CENTRAL STATES WATER  
RESOURCES, INC., its manager

By:   
\_\_\_\_\_  
Josiah M. Cox, President

STATE OF MISSOURI     §  
                                  §  
COUNTY OF ST. LOUIS   §

This instrument was acknowledged before me this 26 day of October, 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.



  
\_\_\_\_\_  
Notary Public

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**EXHIBIT A**

BEING A 0.111 OF AN ACRE TRACT OF LAND SITUATED APPROXIMATELY 4.1 MILES NORTH OF THE CITY OF SAN MARCOS, IN THE FRANCIS M. STOVALL SURVEY (ABSTRACT NO. 408) IN HAYS COUNTY, TEXAS AND BEING OUT OF AND A PART OF THAT CALLED 203.45 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED FROM CARSON DIVERSIFIED RANCHES 1, LLC, A TEXAS LIMITED LIABILITY COMPANY, TO FROST BANK, TRUSTEE, DATED MARCH 26, 2014, FILED ON MARCH 28, 2014, RECORDED IN VOLUME 4883, PAGE 693 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS AND MORE PARTICULARLY BEING ALL OF THAT 30-FOOT WIDE EASEMENT DESCRIBED AS PART TWO IN AN EASEMENT DOCUMENT FROM W.C. CARSON TO ROCKET WATER COMPANY, INC., EXECUTED SEPTEMBER 11, 1997, FILED JUNE 30, 1999, RECORDED IN INSTRUMENT #9915356 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. ALL DEED REFERENCES HEREIN ARE TO SAID HAYS COUNTY OFFICIAL PUBLIC RECORDS UNLESS OTHERWISE NOTED. METES AND BOUNDS DESCRIPTION OF SAID 0.111 OF AN ACRE TRACT IS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "RPLS #5687" FOUND IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF LIME KILN ROAD (COUNTY ROAD NO. 225, 45-FOOT RIGHT-OF-WAY), FOR THE NORTH CORNER OF THE NANCY JEAN ROBERTS AND CAROL KAY GREAVES, CO-TRUSTEES OF THE JENNIFER L. ROBERTS 2503(C) TRUST NO. ONE CALLED 40.71 ACRE TRACT OF LAND CONVEYED AS TRACT ONE IN VOLUME 974, PAGE 713, SAME BEING AN ANGLE CORNER IN THE SOUTHEAST LINE OF SAID 203.45 ACRE TRACT, SAME ALSO BEING THE SOUTHERLY NORTHEAST CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 43° 56' 55" WEST, WITH THE COMMON LINE BETWEEN SAID 40.71 ACRE TRACT AND SAID 203.45 ACRE TRACT, FOR A DISTANCE OF 140.00 FEET TO A 5/8" STEEL ROD WITH AN ORANGE PLASTIC CAP STAMPED "J. BLUDAU RPLS #6390" SET FOR THE SOUTH CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT;

THENCE ACROSS AND SEVERING SAID 203.45 ACRE TRACT, WITH THE SOUTHWEST, NORTHWEST, AND NORTHEAST LINES OF SAID ROCKET WATER EASEMENT, THE FOLLOWING THREE (3) COURSES:

1) NORTH 47° 03' 05" WEST FOR A DISTANCE OF 30.00 FEET TO A 5/8" STEEL ROD WITH AN ORANGE PLASTIC CAP STAMPED "J. BLUDAU RPLS #6390" SET FOR THE WEST CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT;

2) NORTH 43° 56' 55" EAST FOR A DISTANCE OF 170.00 FEET TO A 5/8" STEEL ROD WITH AN ORANGE PLASTIC CAP STAMPED "J. BLUDAU RPLS #6390" SET FOR THE NORTH CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT;

3) SOUTH 46° 03' 05" EAST FOR A DISTANCE OF 18.93 FEET TO A 5/8" STEEL ROD WITH AN ORANGE PLASTIC CAP STAMPED "J. BLUDAU RPLS #6390" SET IN SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF LIME KILN ROAD, SAME BEING A SOUTHEAST LINE OF SAID 203.45 ACRE TRACT, FOR THE NORTHERLY NORTHEAST CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 203.45 ACRE TRACT BEARS NORTH 44° 29' 17" EAST, A DISTANCE OF 245.70 FEET;

THENCE SOUTH 44° 29' 17" WEST, WITH SAID RIGHT-OF-WAY LINE, WITH SAID SOUTHEAST

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**EXHIBIT A**  
(continued)

LINE OF 203.45 ACRE TRACT, FOR A DISTANCE OF 14.29 FEET TO A 1/2" IRON ROD WITH AN ORANGE PLASTIC CAP STAMPED "RPLS #5687" FOUND FOR AN ANGLE CORNER IN SAID RIGHT-OF-WAY LINE, SAME BEING AN INTERIOR ANGLE CORNER IN THE SOUTHEAST LINE OF SAID 203.45 ACRE TRACT, SAME ALSO BEING A NORTHEASTERLY INTERIOR CORNER OF SAID ROCKET WATER EASEMENT AND OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 07° 32' 24" WEST, CONTINUING WITH SAID RIGHT-OF-WAY LINE, WITH A SECOND SOUTHEAST LINE OF SAID 203.45 ACRE TRACT, FOR A DISTANCE OF 18.87 FEET TO THE POINT OF BEGINNING, CONTAINING 0.111 OF AN ACRE (4,847 SQUARE FEET) OF LAND, MORE OR LESS.

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