



Filing Receipt

Received - 2021-12-29 03:05:13 PM

Control Number - 51940

ItemNumber - 31

DOCKET NO. 51940

APPLICATION OF WALNUT BEND	§	
WATER SUPPLY AND CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	PUBLIC UTILITY COMMISSION
LLC FOR SALE, TRANSFER OR	§	
MERGER OF FACILITIES AND	§	OF TEXAS
CERTIFICATE RIGHTS IN ANGELINA	§	
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. 7, issued on August 20, 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 are fully executed Bills of Sale and Assignments. The effective date of the transaction was December 21, 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. 7.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 7, 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)

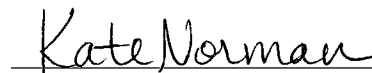


Evan D. Johnson
State Bar No. 24065498
Kate Norman
State Bar No. 24051121
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
kate.norman@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of December 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.



Kate Norman

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 ANGELINA §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of December 21, 2021 (the "Effective Date"), by **ANGELA G. HARDIN and COLBY L. BROOKS**, (together "Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as "Seller," and Assignee or Assignee's affiliate, as "Buyer," are parties to that certain "Easement Purchase Agreement" dated December 30, 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 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 Angelina County, Texas.

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

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

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

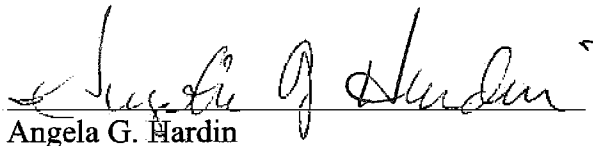
6. Counterparts. To facilitate execution: (a) this instrument may be executed in any number of counterparts as may be convenient or necessary; (b) it shall not be necessary that the signatures of all Parties be contained in any one counterpart; (c) the signature pages taken from separate individually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

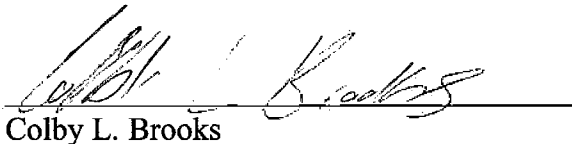
7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

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

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

ASSIGNOR:

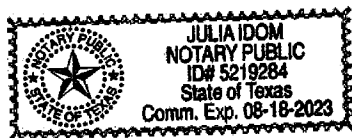

Angela G. Hardin


Colby L. Brooks

THE STATE OF TEXAS §

COUNTY OF ANGELOINA §

This instrument was acknowledged before me this 26th day of December, 2021, by Angela G. Hardin and Colby L. Brooks.

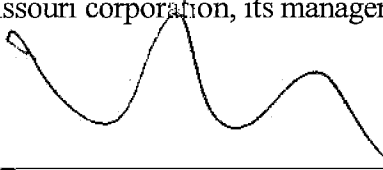



Notary Public Signature

ASSIGNEE:

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

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



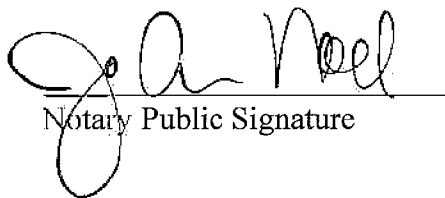
By: _____
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 17th day of December, 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

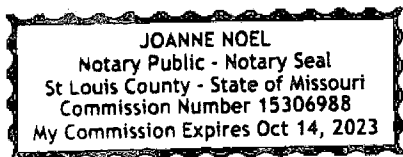


EXHIBIT A

The area served is approximately 20.1 miles southeast of the City of Lufkin, Texas, located in the Patrick Mullen Survey (A-274), in Angelina County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the South corner of Lot 11, Block 4 of The Phillips Subdivision, per plat recorded in Volume 5, Page 6 of the Angelina County Plat Records; THENCE, the following twenty-three (23) courses:

- 1) North 49° 25' 55" West for a distance of 717.66 feet to a point; North 49° 25' 55" West for a distance of 717.66 feet to a point;
- 2) North 40° 39' 05" East for a distance of 1,019.38 feet to a point; North 40° 39' 05" East for a distance of 1,019.38 feet to a point;
- 3) South 51° 23' 55" East for a distance of 143.25 feet to a point; South 51° 23' 55" East for a distance of 143.25 feet to a point;
- 4) South 66° 53' 55" East for a distance of 61.36 feet to a point; South 66° 53' 55" East for a distance of 61.36 feet to a point;
- 5) South 86° 21' 55" East for a distance of 77.81 feet to a point; South 86° 21' 55" East for a distance of 77.81 feet to a point;
- 6) South 78° 38' 55" East for a distance of 59.53 feet to a point; South 78° 38' 55" East for a distance of 59.53 feet to a point;
- 7) North 40° 34' 39" East for a distance of 705.51 feet to a point; North 40° 34' 39" East for a distance of 705.51 feet to a point;
- 8) South 26° 44' 26" East for a distance of 6.27 feet to a point; South 26° 44' 26" East for a distance of 6.27 feet to a point;
- 9) South 26° 08' 17" East for a distance of 242.55 feet to a point; South 26° 08' 17" East for a distance of 242.55 feet to a point;
- 10) South 26° 08' 18" East for a distance of 80.12 feet to a point; South 26° 08' 18" East for a distance of 80.12 feet to a point;
- 11) South 26° 08' 15" East for a distance of 80.98 feet to a point; South 26° 08' 15" East for a distance of 80.98 feet to a point;
- 12) South 03° 09' 30" East for a distance of 31.71 feet to a point; South 03° 09' 30" East for a distance of 31.71 feet to a point;
- 13) South 04° 07' 07" East for a distance of 170.10 feet to a point; South 04° 07' 07" East for a distance of 170.10 feet to a point;
- 14) South 01° 10' 00" East for a distance of 250.07 feet to a point; South 01° 10' 00" East for a distance of 250.07 feet to a point;
- 15) South 49° 10' 26" East for a distance of 61.10 feet to a point; South 49° 10' 26" East for a distance of 61.10 feet to a point;
- 16) South 48° 14' 14" East for a distance of 107.73 feet to a point; South 48° 14' 14" East for a distance of 107.73 feet to a point;
- 17) South 40° 22' 28" West for a distance of 211.07 feet to a point; South 40° 22' 28" West for a distance of 211.07 feet to a point;
- 18) North 50° 00' 14" West for a distance of 314.03 feet to a point; North 50° 00' 14" West for a distance of 314.03 feet to a point;

- 19) North 49° 37' 17" West for a distance of 101.35 feet to a point; North 49° 37' 17" West for a distance of 101.35 feet to a point;
- 20) North 49° 39' 10" West for a distance of 36.50 feet to a point; North 49° 39' 10" West for a distance of 36.50 feet to a point;
- 21) North 50° 45' 35" West for a distance of 1.92 feet to a point; North 50° 45' 35" West for a distance of 1.92 feet to a point;
- 22) South 40° 38' 53" West for a distance of 37.07 feet to a point; South 40° 38' 53" West for a distance of 37.07 feet to a point;
- 23) South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, and containing 26.836 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. Warranty Deed with Vendor's Lien recorded October 30, 2018, instrument no. 2018-00373722, in the official public records, Angelina County, Texas;
- d. Deed of Trust and Security Agreement recorded October 30, 2018, instrument no. 2018-00373721, in the official public records, Angelina 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 Angelina 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.

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 Angelina County, Texas.

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

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

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

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

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

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

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

ASSIGNOR:

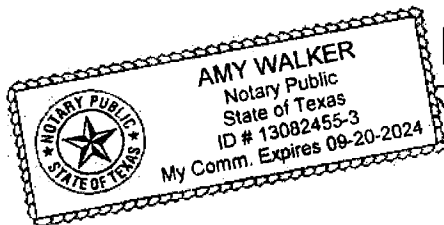
Kimberly B. Branson
Kimberly B. Branson

Michael J. Branson
Michael J. Branson

THE STATE OF TEXAS §

COUNTY OF Angelina §

This instrument was acknowledged before me this 20 day of December, 2021, by Kimberly B. Branson and Michael J. Branson.

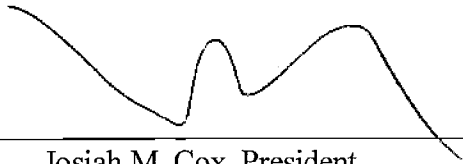


Amy Walker
Notary Public Signature

ASSIGNEE:

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

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

By: 

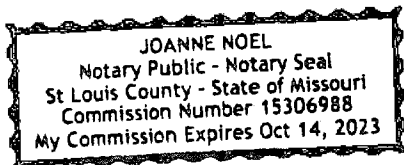
Josiah M. Cox, President

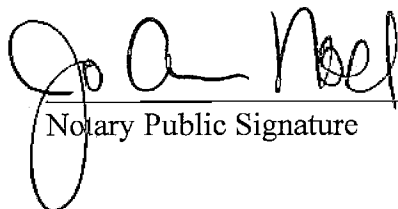
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 17th day of December, 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 20.1 miles southeast of the City of Lufkin, Texas, located in the Patrick Mullen Survey (A-274), in Angelina County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the South corner of Lot 11, Block 4 of The Phillips Subdivision, per plat recorded in Volume 5, Page 6 of the Angelina County Plat Records; THENCE, the following twenty-three (23) courses:

- 1) North 49° 25' 55" West for a distance of 717.66 feet to a point; North 49° 25' 55" West for a distance of 717.66 feet to a point;
- 2) North 40° 39' 05" East for a distance of 1,019.38 feet to a point; North 40° 39' 05" East for a distance of 1,019.38 feet to a point;
- 3) South 51° 23' 55" East for a distance of 143.25 feet to a point; South 51° 23' 55" East for a distance of 143.25 feet to a point;
- 4) South 66° 53' 55" East for a distance of 61.36 feet to a point; South 66° 53' 55" East for a distance of 61.36 feet to a point;
- 5) South 86° 21' 55" East for a distance of 77.81 feet to a point; South 86° 21' 55" East for a distance of 77.81 feet to a point;
- 6) South 78° 38' 55" East for a distance of 59.53 feet to a point; South 78° 38' 55" East for a distance of 59.53 feet to a point;
- 7) North 40° 34' 39" East for a distance of 705.51 feet to a point; North 40° 34' 39" East for a distance of 705.51 feet to a point;
- 8) South 26° 44' 26" East for a distance of 6.27 feet to a point; South 26° 44' 26" East for a distance of 6.27 feet to a point;
- 9) South 26° 08' 17" East for a distance of 242.55 feet to a point; South 26° 08' 17" East for a distance of 242.55 feet to a point;
- 10) South 26° 08' 18" East for a distance of 80.12 feet to a point; South 26° 08' 18" East for a distance of 80.12 feet to a point;
- 11) South 26° 08' 15" East for a distance of 80.98 feet to a point; South 26° 08' 15" East for a distance of 80.98 feet to a point;
- 12) South 03° 09' 30" East for a distance of 31.71 feet to a point; South 03° 09' 30" East for a distance of 31.71 feet to a point;
- 13) South 04° 07' 07" East for a distance of 170.10 feet to a point; South 04° 07' 07" East for a distance of 170.10 feet to a point;
- 14) South 01° 10' 00" East for a distance of 250.07 feet to a point; South 01° 10' 00" East for a distance of 250.07 feet to a point;
- 15) South 49° 10' 26" East for a distance of 61.10 feet to a point; South 49° 10' 26" East for a distance of 61.10 feet to a point;
- 16) South 48° 14' 14" East for a distance of 107.73 feet to a point; South 48° 14' 14" East for a distance of 107.73 feet to a point;
- 17) South 40° 22' 28" West for a distance of 211.07 feet to a point; South 40° 22' 28" West for a distance of 211.07 feet to a point;
- 18) North 50° 00' 14" West for a distance of 314.03 feet to a point; North 50° 00' 14" West for a distance of 314.03 feet to a point;

- 19) North 49° 37' 17" West for a distance of 101.35 feet to a point; North 49° 37' 17" West for a distance of 101.35 feet to a point;
- 20) North 49° 39' 10" West for a distance of 36.50 feet to a point; North 49° 39' 10" West for a distance of 36.50 feet to a point;
- 21) North 50° 45' 35" West for a distance of 1.92 feet to a point; North 50° 45' 35" West for a distance of 1.92 feet to a point;
- 22) South 40° 38' 53" West for a distance of 37.07 feet to a point; South 40° 38' 53" West for a distance of 37.07 feet to a point;
- 23) South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, and containing 26.836 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. Warranty Deed with Vendor's Lien recorded October 30, 2018, instrument no. 2018-00373722, in the official public records, Angelina County, Texas;
- d. Deed of Trust and Security Agreement recorded October 30, 2018, instrument no. 2018-00373721, in the official public records, Angelina 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 Angelina 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.

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 ANGELINA §

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of December 21, 2021 (the "Effective Date"), by SYLL M. HOLT, ("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 December 29, 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 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 Angelina County, Texas.

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

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

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

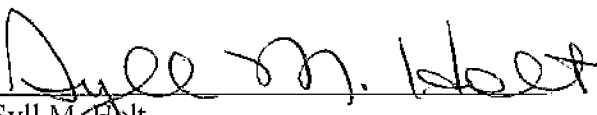
6. Counterparts. To facilitate execution: (a) this instrument may be executed in any number of counterparts as may be convenient or necessary; (b) it shall not be necessary that the signatures of all Parties be contained in any one counterpart; (c) the signature pages taken from separate individually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

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

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

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

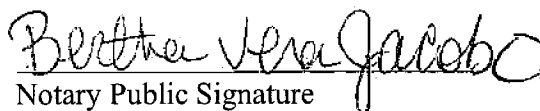
ASSIGNOR:

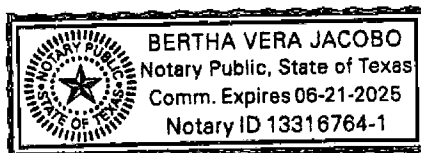

Syll M. Holt

THE STATE OF TEXAS §

COUNTY OF Angelina §

This instrument was acknowledged before me this 21 day of December, 2021, by Syll M. Holt.

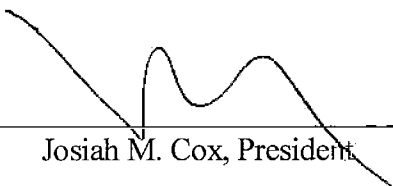

Notary Public Signature



ASSIGNEE:

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

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

By: 

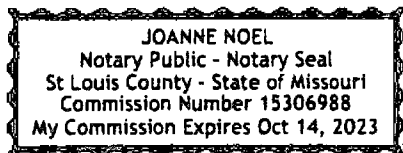
Josiah M. Cox, President

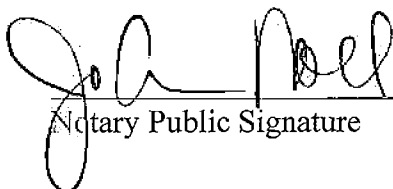
THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 17th day of December, 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 20.1 miles southeast of the City of Lufkin, Texas, located in the Patrick Mullen Survey (A-274), in Angelina County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the South corner of Lot 11, Block 4 of The Phillips Subdivision, per plat recorded in Volume 5, Page 6 of the Angelina County Plat Records; THENCE, the following twenty-three (23) courses:

- 1) North 49° 25' 55" West for a distance of 717.66 feet to a point; North 49° 25' 55" West for a distance of 717.66 feet to a point;
- 2) North 40° 39' 05" East for a distance of 1,019.38 feet to a point; North 40° 39' 05" East for a distance of 1,019.38 feet to a point;
- 3) South 51° 23' 55" East for a distance of 143.25 feet to a point; South 51° 23' 55" East for a distance of 143.25 feet to a point;
- 4) South 66° 53' 55" East for a distance of 61.36 feet to a point; South 66° 53' 55" East for a distance of 61.36 feet to a point;
- 5) South 86° 21' 55" East for a distance of 77.81 feet to a point; South 86° 21' 55" East for a distance of 77.81 feet to a point;
- 6) South 78° 38' 55" East for a distance of 59.53 feet to a point; South 78° 38' 55" East for a distance of 59.53 feet to a point;
- 7) North 40° 34' 39" East for a distance of 705.51 feet to a point; North 40° 34' 39" East for a distance of 705.51 feet to a point;
- 8) South 26° 44' 26" East for a distance of 6.27 feet to a point; South 26° 44' 26" East for a distance of 6.27 feet to a point;
- 9) South 26° 08' 17" East for a distance of 242.55 feet to a point; South 26° 08' 17" East for a distance of 242.55 feet to a point;
- 10) South 26° 08' 18" East for a distance of 80.12 feet to a point; South 26° 08' 18" East for a distance of 80.12 feet to a point;
- 11) South 26° 08' 15" East for a distance of 80.98 feet to a point; South 26° 08' 15" East for a distance of 80.98 feet to a point;
- 12) South 03° 09' 30" East for a distance of 31.71 feet to a point; South 03° 09' 30" East for a distance of 31.71 feet to a point;
- 13) South 04° 07' 07" East for a distance of 170.10 feet to a point; South 04° 07' 07" East for a distance of 170.10 feet to a point;
- 14) South 01° 10' 00" East for a distance of 250.07 feet to a point; South 01° 10' 00" East for a distance of 250.07 feet to a point;
- 15) South 49° 10' 26" East for a distance of 61.10 feet to a point; South 49° 10' 26" East for a distance of 61.10 feet to a point;
- 16) South 48° 14' 14" East for a distance of 107.73 feet to a point; South 48° 14' 14" East for a distance of 107.73 feet to a point;
- 17) South 40° 22' 28" West for a distance of 211.07 feet to a point; South 40° 22' 28" West for a distance of 211.07 feet to a point;
- 18) North 50° 00' 14" West for a distance of 314.03 feet to a point; North 50° 00' 14" West for a distance of 314.03 feet to a point;

- 19) North 49° 37' 17" West for a distance of 101.35 feet to a point; North 49° 37' 17" West for a distance of 101.35 feet to a point;
- 20) North 49° 39' 10" West for a distance of 36.50 feet to a point; North 49° 39' 10" West for a distance of 36.50 feet to a point;
- 21) North 50° 45' 35" West for a distance of 1.92 feet to a point; North 50° 45' 35" West for a distance of 1.92 feet to a point;
- 22) South 40° 38' 53" West for a distance of 37.07 feet to a point; South 40° 38' 53" West for a distance of 37.07 feet to a point;
- 23) South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, South 40° 34' 05" West for a distance of 1,077.21 feet to the POINT OF BEGINNING, and containing 26.836 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 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 Angelina 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.