

Water Supply Corporation (hereinafter “SSWSC”) regarding the funding and construction of a Temporary Emergency Water Interconnection between SSWSC water system and the Water System and Utility. On January 25, 2021, the Receiver and SSWSC entered a “Temporary Emergency Water Interconnect Agreement,” which was approved by the TCEQ on or about March 26, 2021. The Temporary Emergency Interconnect was activated on or about April 7, 2021, and it is currently providing potable drinking water to the Water System and Utility’s customers.

8. During the foregoing negotiations and preparations for the Temporary Emergency Interconnect, the Receiver and SSWSC began negotiations regarding SSWSC’s acquisition of the Water System and Utility, which ultimately lead to the Receiver and SSWSC entering into a “Sale, Transfer & Merger Memorandum of Agreement Between the Las Palomas Water Service Company/Lake Valley Water Service Corporation (PWS 2470020 and CCN 12308) and S.S. Water Supply Corporation (PWS No. 2470015 and CCN No. 11489)” on or about February 8, 2021 (hereinafter the “Sales Agreement”). Thereafter, on or about April 12, 2021, the Receiver and SSWSC entered into a “Addendum to Sale, Transfer and Merger between Las Palomas Water Service Company/Lake Valley Water Service Corporation (PWS 2470020 and CCN 12308) and S.S. Water Supply Corporation (PWS No. 2470015 and CCN No. 11489)” (hereinafter the “Addendum”) that provides additional specificity to the Sales Agreement.
9. On or about April 12, 2021, SSWSC’s Board of Directors approved Resolution No. 21-R-03 entitled “Sale, Transfer or Merger of the Las Palomas Water Service Company with S.S. Water Supply Corporation”, under which SSWSC’s Board of Directors: (1)

approves the terms and conditions presented in the Addendum to the Sale, Transfer, & Merger Memorandum of Agreement between Las Palomas and SSWSC, (2) authorizes and directs SSWSC's General Manager to submit a board-approved Sale, Transfer, or Merger ("STM") Application to the Receiver for submission to the Court, the Public Utility Commission ("PUC"), and other state or regulatory agencies, as required, and (3) authorizes the General Manager to make non-substantial modifications to the STM Application, as may be required by the Court and/or the PUC.

10. On August 3, 2021, this Court entered its "Order Accepting Receiver's Recommendation and Granting Receiver's Motion to Amend Ordering Provisions Appointing Receiver," (hereinafter "Order Accepting Receiver's Recommendation"), approving the Sales Agreement and its Addendum and ordering the Receiver to file the STM Application with the PUC and thereafter seek the PUC's approval to transfer the Water System and Utility to SSWSC consistent with the Agreement and its Addendum. A copy of this Court's Order Accepting Receiver's Recommendation is attached as **Exhibit B**.
11. On August 10, 2021, SSWSC and the Receiver filed with the PUC an "Application for Sale, Transfer, or Merger" pursuant to Texas Water Code § 13.301 and 16 Texas Administrative Code § 24.239 seeking the PUC's approval of the sale, transfer or merger of the Water System and Utility and its certificate rights in Wilson County to SSWSC.
12. On or about January 31, 2022, the PUC granted its approval of the sale and transfer of the Water System and Utility and authorized the transaction between Las Palomas

and SSWSC to proceed and be consummated as provided therein (hereinafter the PUC's "Order Approving Sale and Transfer"). A copy of the PUC's Order Approving Sale and Transfer is attached as **Exhibit C**.

13. On February 4, 2022, the Receiver, SSWSC and the State filed with this Court their "Joint Motion to Approve Sale and Transfer of Water System and Utility," seeking the Court's approval to proceed with the sale and transfer of the Water System and Utility, as set forth in the Sales Agreement and its Addendum, and as authorized by the PUC in its Order Approving Sale and Transfer.
14. On February 15, 2022, this Court entered its "Order Approving Sale and Transfer of Water System and Utility," authorizing the sale and transfer of the Water System and Utility and its assets by the Receiver to SSWSC. A copy of this Court's Order Approving Sale and Transfer of Water System and Utility is attached as **Exhibit D**.
15. Soon thereafter, SSWSC requested assistance from Seguin Title Company (the "Title Company") to obtain title insurance insuring the title to the real property and associated property rights forming a part of the assets to be sold to SSWSC.
16. Then, on February 17, 2022, Receiver and SSWSC conducted a closing at the Title Company, wherein Receiver executed the following documents that transferred and conveyed all of the assets of the Water System and Utility to SSWSC in accordance with the PUC's Order Approving Sale and Transfer and this Court's Order Approving Sale and Transfer of Water System and Utility: (1) "Receiver's General Warranty Deed and Assignment of Utility Easements/Property Rights for Operation of Utility" (hereinafter the "Deed"), which is attached as **Exhibit E**; (2) "Receiver's Bill of Sale" (hereinafter the "Bill of Sale"), which is attached as **Exhibit F**; (3) an "Affidavit as to

Debts & Liens,” which is attached as Exhibit G; and (4) an “Affidavit Regarding Leases,” which is attached as Exhibit H.

17. Receiver delivered the Deed, Bill of Sale, Affidavit as to Debts & Liens, Affidavit Regarding Leases and other allied closing documents to the Title Company to be held in escrow pending confirmation of the sale by this Court.
18. Receiver reports that all of the real property and associated assets of the Water System and Utility have been transferred and conveyed to SSWSC in accordance with the PUC’s Order Approving Sale and Transfer and this Court’s Order Approving Sale and Transfer of Water System and Utility.
19. Receiver files this Report of Sale and Motion to Confirm Sale and requests this Court’s approval and confirmation of the sale and transfer of the Water System and Utility and its real estate and associated assets to SSWSC.
20. Receiver has provided notice of this Report of Sale and Motion to Confirm Sale to all parties in accordance with Section 13.412 of the Texas Water Code.

WHEREFORE, PREMISES CONSIDERED, Receiver requests this Court accept this Report of Sale and enter a Decree Confirming the Sale of the Water System and Utility which approves the consummation of its sale and transfer to SSWSC; authorizes the delivery of the closing documents and the issuance of title insurance; and authorizes Receiver to proceed with his receivership duties and obligations in preparation for the ultimate termination of the receivership and his discharge as Receiver, including without limitation wrapping up the receivership’s financial affairs, including the payment of costs associated therewith and the fees for persons who have performed services for the benefit of the Water System and Utility

CERTIFICATE OF SERVICE

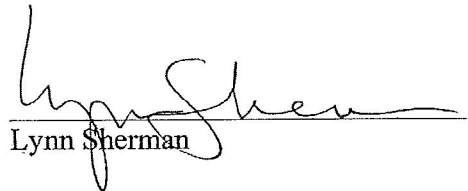
I, Lynn Sherman, certify that a copy of the foregoing "Report of Sale of the Assets of Las Palomas Water Services Company, LLC (PWS No. 2470020 and CCN No. 12308) to S. S. Water Supply Corporation and Motion to Confirm Sale" was forwarded on February 18, 2022, to the following:

Tyler Ryska
Assistant Attorney General
Environmental Protection Division
Office of the Texas Attorney General
P.O. Box 12548
Capitol Station
Austin, Texas 78711-2548
Attorney for Plaintiff

Las Palomas Water Services Company, *Defendant*
c/o Hank Harenberg, President
2400 Louisiana NE AFC Ste. 120
Albuquerque, New Mexico 87110
Email: HankH@CapConNM.com

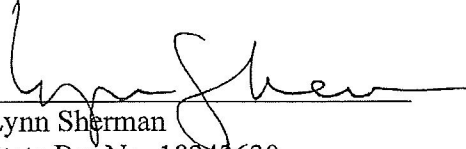
Las Palomas Water Services Company, *Defendant*
c/o Registered Agents, Inc.
5900 Balcones Drive, Suite 100
Austin, Texas 78731

Louis T. Rosenberg,
State Bar No. 17271300
Nohl Bryant, Of Counsel
State Bar No. 24050346
The Law Office of Louis T. Rosenberg, P.C.
1024 C Street
Floresville, Texas 78114
Attorney for S.S. Water Supply Corporation,
Intervenor


Lynn Sherman

while under receivership as provided in Section 13.413 of the Texas Water Code.

Respectfully Submitted,



Lynn Sherman
State Bar No. 18243630
Lynn Sherman Law Firm
P.O. Box 5605
Austin, Texas 78763-5605
Telephone: 512-431-6515
Email: lsherman@h2otx.com
Attorney for Donald G. Rauschuber, Receiver

APPROVED AS TO FORM:

/S/

Louis T. Rosenberg,
State Bar No. 17271300
Nohl Bryant, Of Counsel
State Bar No. 24050346
The Law Office of Louis T. Rosenberg, P.C.
1024 C Street
Floresville, Texas 78114
Attorney for S.S. Water Supply Corporation,
Intervenor

/S/

Tyler Ryska
Assistant Attorney General
Environmental Protection Division
Office of the Texas Attorney General
P.O. Box 12548
Capitol Station
Austin, Texas 78711-2548
Attorney for Plaintiff

EXHIBIT A

TRAVIS COUNTY 98TH JUDICIAL DISTRICT COURT ORDER
APPOINTING RECEIVER DONALD G. RAUSCHUBER

No. D-1-GN-18-000837

STATE OF TEXAS,

Plaintiff,

v.

LAS PALOMAS WATER SERVICES
COMPANY AND TEXAS RAIN
HOLDING COMPANY, INC.,

Defendants,

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IN THE DISTRICT COURT

TRAVIS COUNTY, TEXAS

98th JUDICIAL DISTRICT

Filed in The District Court
of Travis County, Texas

JAN 24 2019 BP

209 M.
At
Velia L. Price, District Clerk

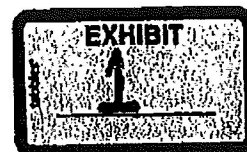
ORDER APPOINTING RECEIVER

On October 30, 2018, Plaintiff, the State of Texas ("State") filed its Application for a Receiver. On January 3, 2019, the State filed its Notice of Hearing and notified Defendants of this hearing. On January 24, 2019, the Court held a hearing on the State's Application for a Receiver. The State appeared through its Attorney General. Defendant Las Palomas Water Services Company DID NOT APPEAR ²⁰⁹ APPEARED THROUGH COUNSEL. Defendant Texas Rain Holding Company, Inc. DID NOT APPEAR ²⁰⁹ APPEARED THROUGH COUNSEL.

After consideration of the State's Application for a Receiver, the pleadings, affidavits, and evidence, the Court makes the following findings and orders the following relief:

THE COURT FINDS:

1. On February 20, 2018, the State filed this enforcement action for civil penalties, unpaid public health services fees, injunctive relief, and attorney's fees for violations of the Texas Commission on Environmental Quality's rules and regulations adopted under Chapter 341 of the Texas Health & Safety Code. All violations arise from Defendants' ownership and operation of a public water system, hereafter the "Water System and Utility," located 5 miles east of La Vernia



on Farm-to-Market Road 539, Wilson County, Texas, and legally described as Lake Valley Estates, Block 3, Lot 13 (U-1), Water Well Site, Acres 5.63.

2. Since at least 2002, Las Palomas Water Services Company ("Las Palomas") has been the owner of the Water System and Utility.

3. At all times relevant to the violations in this matter, Texas Rain Holding Company, Inc. ("Texas Rain") has been the operator of the Water System and Utility.

4. The Water System and Utility is a "utility," a "water utility," and a "retail public utility" as those terms are defined in Tex. Water Code § 13.002.

Defendants Las Palomas and Texas Rain have abandoned operation of the Water System and Utility

5. On at least twelve occasions, Texas Rain and Las Palomas have failed to maintain the free chlorine residual above 0.2 mg/L, as required by 30 Tex. Admin. Code § 290.110(b). Therefore, the Court finds that Defendants Las Palomas and Texas Rain have abandoned operation of the Water System and Utility by failing to provide appropriate water treatment, resulting in potential health hazards. Tex. Water Code § 13.412(f)(2).

6. Texas Rain and Las Palomas have failed to provide minimum water pressure at the Water System and Utility on at least twenty-three occasions, as required by 30 Tex. Admin. Code § 290.46; have failed to ensure that the pressure tank and associated valves and the electrical control boxes at the Water System and Utility are surrounded by an intruder-resistant fence, as required by 30 Tex. Admin. Code § 290.42(m); and have failed to maintain adequate storage tank capacity to service the Water System and Utility's customers, as required by 30 Tex. Admin. Code § 290.45. Therefore, the Court finds that Defendants Las Palomas and Texas Rain have abandoned operation of the Water System and Utility by failing to adequately maintain facilities, resulting in

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Order Appointing Receiver



potential health hazards. Tex. Water Code § 13.412(f)(3).

7. Texas Rain and Las Palomas have failed to report radionuclides, metal and minerals, volatile and synthetic organic contaminants, and Stage 2 disinfectant byproducts to TCEQ since at least 2013, as required by 30 Tex. Admin. Code §§ 290.106, .107, .108, .110, .115, .117. After the Water System and Utility exceeded the copper action level in 2012, Texas Rain and Las Palomas have failed to perform sampling of lead and copper from each entry point and monitoring of water quality parameters to determine the potential for corrosion, as required by 30 Tex. Admin. Code § 290.117. Texas Rain and Las Palomas have failed to submit copies of the public notices regarding water quality parameters monitoring, reports for the source water treatment, volatile organic contaminants sampling, nitrate sampling, metal and minerals sampling, disinfectant byproduct levels, and radionuclides sampling to TCEQ, as required by 30 Tex. Admin. Code § 290.122, indicating that they have not provided these notices to the Water System and Utility's customers. Therefore, the Court finds that Defendants Las Palomas and Texas Rain have abandoned operation of the Water System and Utility by failing to provide its customers and TCEQ with adequate notice of a health hazard or a potential health hazard. Tex. Water Code § 13.412(f)(4).

A Receiver is necessary to guarantee continuous and adequate service to the Water System and Utility's customers

8. Because Defendants Las Palomas and Texas Rain have abandoned operation of the Water System and Utility, the Court further finds that the appointment of a receiver is necessary to guarantee continuous and adequate service to the customers of the utility. Tex. Water Code § 13.412(b)(2).

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THE COURT THEREFORE ORDERS:

9. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are hereby ENJOINED to turn over exclusive possession and control of all the following assets to the Receiver appointed herein:

- a. The Water System and Utility, providing water service under PWS No. 2470020 and CCN No. 12308, located 5 miles east of La Vernia on Farm-to-Market Road 539, Wilson County, Texas, and legally described as Lake Valley Estates, Block 3, Lot 13 (U-1), Water Well Site, Acres 5.63; and
- b. All real property, easements, pipes, fittings, housings, and other appurtenances and other property attached to or used in the said Water System and Utility; all monies generated by or through the said Water System and Utility; all current assets on hand, including cash, securities, cash equivalents, and all bank accounts used for the deposit of funds generated by or through that Water System and Utility and all current accounts receivable and all future accounts receivable generated by or through that Water System and Utility as they come due; and all water and other assets that in any way are produced by or used in connection with the said Water System and Utility, including all records of customer bills and payments, all records of accounts receivable or payable, all lists of customers, all maps showing the location of pipelines, valves, or meters, and all real estate records that in any way pertain to the Water System and Utility or the tracts on which they are located.

10. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED to deliver to the Receiver, immediately and in no event later than 7 days after the date the Court signs this Order, all property (including checks, cash, and cash equivalents) related in any way to the Water System and Utility, that Defendants or anyone else receive on or after the date the Court signs this Order. Within 7 days of the date the Court signs this Order, Defendants shall deliver an accounting of the receipt and handling of that property to the Receiver and to Plaintiff's attorney.

11. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED to cooperate with the Receiver, so that the Receiver can ensure continued water service to all customers of the Water System and Utility.

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12. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED not to interfere in any way with the Receiver's sole right of possession and control of any of the assets hereby ordered to be turned over to the Receiver and not to interfere with any efforts by the Receiver to determine the nature, location, and amount of those assets.

13. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED to provide the Receiver, upon the Receiver's request, all records Defendants may possess or control that may assist the Receiver in performing his duties under this Order.

14. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED to forward to the Receiver, upon the Receiver's request, all correspondence relating to the Water System and Utility then in hand, and shall forward any additional correspondence as it is received.

15. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, shall, upon the Receiver's request, relinquish to the Receiver all documents and convey to the Receiver property, including leases that Defendants may own related to the Water System and Utility.

16. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, shall, upon the Receiver's request, convey to the Receiver the real property described in Paragraph 9(a) of this Order.

17. Defendants Las Palomas and Texas Rain, all their agents, servants, employees; and all persons acting in concert with them, are ENJOINED not to transact any business of the Water System and Utility in any manner whatsoever, except through the specific authority of this Court

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or the Receiver, and not to commence or prosecute any action or appeal, including, but not limited to, arbitration or mediation, and not to obtain or attempt to obtain any preference, judgment, attachment, garnishment, or lien or make any levy against the said Water System and Utility, against the assets thereof, or against the Receiver, except by doing so in the receivership proceeding herein.

18. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED not to convey, dispose of, use, release, transfer, withdraw, allow to be withdrawn, or conceal in any manner any property or assets of Defendants related to the Water System and Utility, and not to dispose of any account, debt, deposit, equipment, or any other asset that Defendants may own, owe to, or hold for the benefit of the Water System and Utility or any of its customers, except that Defendants are specifically ORDERED to turn over all such property and assets to the exclusive control of the Receiver appointed herein.

THE COURT FURTHER ORDERS:

19. Any and all banks, savings and loan associations, trust companies, and any other persons, corporations, associations, depositories, and other legal entities are ENJOINED not to convert, dispose of, use, release, transfer, withdraw, allow to be withdrawn, or conceal in any manner any property or assets of Defendants related to the Water System and Utility, and not to dispose of any account, debt, deposit, equipment, or any other asset that Defendants may own, owe to, or hold for the benefit of the said Water System and Utility or any of its customers, except that they are specifically ORDERED to turn over such property and assets to the exclusive control of the Receiver appointed herein.

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THE COURT FURTHER ORDERS:

20. Donald G. Rauschuber is hereby appointed Receiver of all property described in this Order, and that upon taking the oath and filing the bond required by law, the Receiver shall be authorized, subject to the control of the Court, to do any and all acts necessary to the proper and lawful conduct of the receivership, not limited to the following:

- a. Collect the assets (including, but not limited to, all real property, easements, wells, tanks, treatment facilities, pipes, fittings, chlorinators, housings, and other appurtenances and other property attached to or used in the said Water System and Utility; all monies generated by or through the said Water System and Utility, all current assets on hand, including cash, securities, cash equivalents, all bank accounts and all current accounts receivable and all future accounts receivable as they come due, and all water and other assets that in any way are produced by or through or used in connection with the said Water System and Utility, including all records of customer bills and payments, all records of accounts receivable or payable, all lists of customers, all maps showing the location of pipelines, valves, or meters, and all real estate records that in any way pertain to the Water System and Utility or the tracts on which it is located), and carry on the business of the Water System and Utility;
 - b. Provide continuous and adequate water utility service to the customers of said Water System and Utility, including, but not limited to, arranging for a wholesale water contract or interconnection with another water system;
 - c. Retain a certified operator(s) for the Water System and Utility and pay the operator(s) and pay all other reasonably necessary operating expenses out of income from the Water System and Utility at a reasonable rate as wages or bills come due; and bill and collect monies for water services;
 - d. Retain accountants, attorneys, engineers, consultants, or others, as necessary, and pay them out of income from the Water System and Utility as their bills come due; and have performed any necessary evaluation, maintenance, improvement, or repair on the said Water System and Utility;
1. The receiver may not contract for, or incur attorney's fees in excess of \$15,000.00 in the aggregate for the duration of this receivership, unless otherwise approved by the Court;
 2. The Receiver may not contract for, or incur engineering fees in excess of \$35,000.00 in the aggregate for the duration of this receivership, unless otherwise approved by the Court;

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3. The Receiver may not contract for, or incur consulting fees or contractor fees in excess of \$25,000.00 in the aggregate for the duration of this receivership, unless otherwise approved by the Court.

- e. Accept and receive funds for the continuation of water utility service, open and close bank accounts, and take measures necessary to designate or change signatories on any such accounts;
- f. Receive all payments due and owing for water service provided to the customers of the said Water System and Utility;
- g. File and pursue applications for all necessary permits, licenses, rate orders, tariffs, and certificates as required by law, including, but not limited to, CCNs, transfers of the CCNs, and decertification of the CCNs under Chapter 13 of the Texas Water Code;
- h. Incur risks, debts, liabilities, and obligations ordinarily incurred by owners, managers, and operators of similar business enterprises;
- i. In cooperation with representatives of TCEQ, prepare a schedule of repairs and improvements to bring the Water System and Utility into compliance with applicable statutes and regulations in the shortest possible time with the funds available;
- j. Provide quality control, operating procedure review, and financial and accounting services in compliance with good business practices and generally accepted accounting principles, and engineering services in conformance with good engineering practices;
- k. Upon request to provide information requested by TCEQ and perform such other tasks as the Court or TCEQ may require for proper operation of the receivership;
- l. Take all measures necessary to consummate the conveyance of all assets of the said Water System and Utility to a qualified person, subject to written approval by TCEQ; and
- m. Perform such other duties as may be prescribed by the Court.

21. Nothing contained herein shall be construed to authorize the Receiver to sell or transfer Water System and Utility without further orders and authorization from the Court.

22. Notwithstanding the provisions of Paragraph 21 above, the Receiver shall take affirmative steps to investigate prospects for the sale of the Water System and Utility and report those prospects to the Court and the parties of record.

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23. Defendants Las Palomas and Texas Rain, all their agents, servants, employees, and all persons acting in concert with them, are ENJOINED to cooperate with the Receiver in said conveyance and shall promptly provide the Receiver with all documents and signatures necessary to complete the conveyance.

24. Subject to such orders as this Court may hereafter issue, the Receiver shall hold any money coming into the possession of the Receiver and not expended for any of the purposes authorized in this Order.

25. Within 45 days after taking his oath, the Receiver shall file in this cause an inventory of all property of the receivership estate of which he shall have possession. If the Receiver comes into possession of additional property, he shall file a supplemental inventory as soon as practicable, but in no event more than 45 days after receipt thereof.

26. Within 30 days after taking his oath, the Receiver shall notify in writing all known customers and creditors of the Water System and Utility that he has been appointed Receiver. This notice shall include a telephone number and address where the Receiver can be contacted.

27. On or before the 30th day of each month, the Receiver shall file with the Clerk of this Court a complete report for the prior month's activities. The first such report shall be due on

February 28, 2019 Each monthly report shall contain, at a minimum:

- a. A monthly operating statement, including a statement of quantities of water sold, complaints received, and customers added or disconnected;
- b. A statement of accounts receivable and payable, with actual amounts received and paid;
- c. A summary of all repairs and improvements made, with expenses shown; and
- d. A statement of all expenses incurred and paid.

When the Receiver files each monthly report, he shall simultaneously mail one copy of the

State of Texas v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.
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report to each of the following: Plaintiff's attorney of record, Ekaterina DeAngelo, at the address provided below her signature, and TCEQ Receivership Coordinator, Alex Latham, at the Texas Commission on Environmental Quality, MC-153, P.O. Box 13087, Austin, Texas 78711-3087.

28. The Receiver shall limit expenditures to those reasonably necessary to accomplish the Receiver's duties. The Receiver is not obligated to pay bills, debts, or claims associated with the Water System and Utility that accrued before the date this Order is signed by the Court.

29. The Receiver's bond shall be set in the amount of \$10,000.00.

30. The Receiver shall file his bond and duly executed oath with the Clerk of this Court within 5 business days from the date this Order is signed.

31. The Receiver shall maintain a bond at the amount set by this Court for the entire duration of the Receiver's service.

32. The Receiver shall file a report with the Clerk of this Court regarding any change in sureties or other changes to the bond, any lapse or forfeiture of a bond, and shall serve a copy of his report on all parties of record. The Receiver shall file such a report and serve copies on the parties immediately after he receives actual or constructive notice of the event requiring the report, but in any event, no later than 3 business days after actual or constructive notice to the Receiver.

33. The Receiver's compensation shall be a monthly fee of \$12.00 per active Water System and Utility's connection per month of the Receiver's service, subject to the following conditions:

- a. On a monthly basis, the Receiver may compensate himself for his services, but monthly payment shall not exceed 60% of the monthly fee set in Paragraph 33.
- b. The remaining 40% of the Receiver's compensation may only be paid after a final accounting and a Court order approving the payment of the funds.

34. Defendants, the Receiver, or anyone of their behalf shall not make and this Court

State of Texas v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.
Order Appointing Receiver



will not approve any claim against the State of Texas or any of its agencies, agents, servants, or employees, for any fees, costs, expenses, damages, or any other monetary claims incurred in relation to this receivership or lawsuit.

35. Plaintiff is allowed such writs and processes as may be needed for the enforcement of this Order.

36. This receivership shall continue until further order of the Court. The Court retains jurisdiction of this case and may make other orders as warranted.

SIGNED this 24th day of January, 2019.


JUDGE PRESIDING

I, VELVA L. PRICE, District Clerk,
Tarrant County, Texas, do hereby certify that this is
a true and correct copy as same appears of
record in my office. Witness my hand and seal of
office on 1/24/2019



VELVA L. PRICE
DISTRICT CLERK
By Deputy:

Billy P. [Signature]

State of Texas v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.
Order Appointing Receiver



APPROVED IN FORM AND SUBSTANCE AND ENTRY REQUESTED:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

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PRISCILLA M. HUBENAK
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ATTORNEYS FOR THE STATE OF TEXAS

State of Texas v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.
Order Appointing Receiver



Exhibit A

SS WSC – 22-2607 – Lot 13 together with a 30 foot access easement – Page 1 of 2

State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 5, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 29° 19' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 46, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 46, said point being an angle point of this tract of land;

Thence South 01° 15' 01" East, 246.62 feet, along the East line of said Lot 13, being the West line of said Lot 46, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 45" West, 708.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 35, and Lot 34, of said Lake Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Lake Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 26" East, 490.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 26' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 35' 06" East, 433.60 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 46 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

EXHIBIT B

**TRAVIS COUNTY 98TH JUDICIAL DISTRICT COURT ORDER
ACCEPTING RECEIVER'S RECOMMENDATION**

Cause No. D-1-GN-18-000837

**STATE OF TEXAS,
Plaintiff**

**S.S. WATER SUPPLY
CORPORATION,
Intervenor**

VS.

**LAS PALOMAS WATER
SERVICES COMPANY,
Defendant**

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

IN THE DISTRICT COURT OF

TRAVIS COUNTY

98th JUDICIAL DISTRICT

ORDER APPROVING SALE AND TRANSFER OF WATER SYSTEM AND UTILITY

BE IT REMEMBERED, that on this Tuesday, the 15th day of February, 2022, came on for consideration before this Court the Joint Motion to Approve Sale and Transfer of Water System and Utility, operating under Certificate of Convenience and Necessity ("CCN") No. 12308 and Public Water System ("PWS") No. TX2470020, and upon review of the motion and any response(s) on file, the argument of counsel, and the applicable law, it is the Finding of the Court that the motion is meritorious, that the factual recitals are true, that the Texas Water and Utilities Codes provide that continuous service by the public utility herein is essential to the safety and health of the public,¹ and, based on the January 31, 2022, Order of the Public Utility Commission of Texas ("PUC") and the Findings and Conclusions contained therein (including the updated/revised map to be adopted thereafter by the PUC), this Judgment in all respects is GRANTED.

¹ See Texas Utilities Code §186.002 and Texas Water Code, §§13.241 & 13.251.

It is therefore ORDERED, ADJUDGED and DECREED that the Joint Motion to Approve Sale and Transfer of Water System and Utility be GRANTED as follows:

The sale and transfer of the retail public water supply system previously numbered PWS No. 2470020 (i.e., the "Water System and Utility") by Donald G. Rauschuber, Receiver for Las Palomas Water Services Company ("Receiver"), LLC, to S.S. Water Supply Corporation ("SSWSC") is hereby ordered pursuant to the terms of that certain "Sale, Transfer & Merger Memorandum of Agreement Between the Las Palomas Water Service Company/Lake Valley Water Service Corporation (PWS 2470020 and CCN 12308) and S.S. Water Supply Corporation (PWS No. 2470015 and CCN No. 11489)," dated February 8, 2021, and its Addendum, dated April 12, 2021, and related documents, which are in all respects confirmed, ratified and approved as contemplated by the Public Utility Commission of Texas's Order dated January 31, 2022, and as contemplated by this Court on August 3, 2021, in its Order of the same date.

It is therefore ORDERED that the sale of the Water System and Utility shall be consummated and closed into escrow by and with Seguin Title Company on or before close of business Wednesday, February 16, 2022, via escrow deposit of \$209,769.74 by the Transferee, SSWSC, with Seguin Title Company and the following by Receiver: i) a deed executed by Receiver conveying Wilson County Property ID Numbers 20781 and 35019 to SSWSC; ii) an assignment executed by Receiver transferring to SSWSC all easements associated with and standing in the name of the Water System and Utility and customers thereof; and iii) a bill of sale executed by Receiver conveying to SSWSC all personal property associated with the Water System and Utility, including the water meters (Wilson County Property ID No. 35109) and all water mains, distribution lines, valves, and other water system appurtenances of any nature whatsoever, and all miscellaneous personal property of the Water System and Utility necessary to own and operate the Water System and Utility and provide public water service under Chapter 13 of the Texas Water Code. All costs of title insurance and survey by Rakowitz Engineering for the access lane to Lot 13, Unit 3, Lake Valley Estates

Subdivision shall be borne by the Transferee, SSWSC. All other costs, taxes, fees, and expenses for closing will be borne by the Transferor, the Water System and Utility. Transferee, SSWSC, and Transferor, the Water System and Utility, shall bear the respective costs of their individual general liability insurance in the amount of \$500,000 per individual/\$1,000,000 per incident, which shall remain in effect until each meter is physically connected to the Transferee's system.

It is further ORDERED that actual commencement of SSWSC's administration and management of each and every account and meter for existing customers within the defined area covered by the Water System and Utility's CCN (CCN No. 12308) and its Public Water System (PWS No. TX2470020), and the processing of paperwork related thereto, shall occur in accordance with a written schedule to be agreed upon by the Receiver and SSWSC's General Manager (the "Agreed Schedule"). A copy of said Agreed Schedule shall be filed with the Clerk of this Court, whereupon it shall be deemed adopted by this Court at this place in this Order.

It is further ORDERED that, upon SSWSC's commencement of the administration and management of the accounts and meters of the existing eligible customers within the defined area covered by the Water System and Utility's CCN and its PWS in accordance with the Agreed Schedule and as set forth above, all previously existing receivables/liabilities, other than the closing expenses for which SSWSC is responsible as set forth above, shall remain the responsibility of Receiver and/or Las Palomas Water Services Company, along with reports, fees or taxes required by authorities with jurisdiction over the operation of the Water System and Utility related to the period prior to SSWSC's commencement of the administration and management of the accounts and meters. Any net cash in possession of

the Receiver upon the discharge of the Receiver and termination of the Receivership by this Court shall be transferred to SSWSC as a contribution in aid of construction for the benefit of the customers within the defined area covered by the Water System and Utility's CCN and its PWS (including the PUC's updated map).

It is further ORDERED that, from and after the date on which SSWSC commences the administration and management of the accounts and meters of the existing eligible customers within the defined area covered by the Water System and Utility's CCN and its PWS in accordance with the Agreed Schedule and as set forth above, each qualified account holder or applicant located within the Water System and Utility being transferred shall fully comply with the rates, charges and tariff provisions of SSWSC, and all attendant SSWSC tariff requirements specified for purposes of securing SSWSC water service and providing necessary customer administration and management which shall be in effect for the customers eligible for service or being served by SSWSC.

It is further ORDERED that, after Receiver completes the transfer of service of the Water System and Utility customers to SSWSC, Receiver shall file with this Court (with copies simultaneously filed with the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, and the Texas Attorney General's Office) a final accounting and a request for a hearing to declare all receivership duties to be complete, to discharge his duties as Receiver, to terminate the receivership pursuant to the Receivership Order and its amendments previously entered in this matter, and to release any surety or bond related thereto.

And, all Parties receiving a certified copy of this Order as final Judgment shall comply therewith as if formally served with a copy of this Order

Except as provided herein, each Party shall bear their respective costs and attorneys' fees incurred.

All relief not expressly granted herein is hereby DENIED.

Signed on this 15th day of February, 2022.

/s/ Catherine A. Mauzy
JUDGE PRESIDING

APPROVED AS TO FORM:

Lynn Sherman
Lynn Sherman
State Bar No. 18243630
Lynn Sherman Law Firm
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/s/
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Nohl Bryant, Of Counsel
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Intervenor*

/s/
Tyler Ryska
Assistant Attorney General
Environmental Protection Division
Office of the Texas Attorney General
P.O. Box 12548
Capitol Station
Austin, Texas 78711-2548
Attorney for Plaintiff

Final Version: February 14, 2022,
on or about 1:15 p.m.

EXHIBIT C

**PUBLIC UTILITY COMMISSION OF TEXAS ORDER APPROVING
SALE AND TRANSFER**

DOCKET NO. 52408

| | | |
|------------------------------------|----------|----------------------------------|
| APPLICATION OF SS WATER | § | PUBLIC UTILITY COMMISSION |
| SUPPLY CORPORATION AND LAS | § | |
| PALOMAS WATER SERVICE | § | OF TEXAS |
| COMPANY FOR SALE, TRANSFER, | § | |
| OR MERGER OF FACILITIES AND | § | |
| CERTIFICATION RIGHTS IN | § | |
| WILSON COUNTY | § | |

**CORRECTED ORDER NO. 7
APPROVING SALE AND TRANSFER TO PROCEED¹**

This Order addresses the application of S.S. Water Supply Corporation (SSWSC) and Las Palomas Water Services Company for approval of the sale, transfer, or merger of facilities and certificate rights in Wilson County. The applicants seek approval for Las Palomas to sell and transfer all of its facilities and certificated service area under certificate of convenience and necessity (CCN) number 12308 to SSWSC, to amend SSWSC's CCN number 11489 to include the facilities and certificated service area previously included in Las Palomas' CCN number 12308, and to cancel Las Palomas' CCN number 12308. The administrative law judge (ALJ) grants that the sale is approved and the transaction SSWSC and Las Palomas may proceed and be consummated.

I. Findings of Fact

The Commission makes the following findings of fact.

Applicants

1. SSWSC is a Texas non-profit corporation registered with the Texas secretary of state under filing number 29813801.
2. SSWSC operates, maintains, and controls facilities for providing water service in Wilson County under CCN number 11489.
3. SSWSC owns and operates a public water system registered with the Texas Commission on Environmental Quality (TCEQ) under identification number 2470015.

¹ Corrected Order No. 7 is being filed to correct a typographical error.

4. Las Palomas is a Texas corporation registered with the Texas secretary of state under filing number 800103280.
5. On January 24, 2019, Donald G. Rauschuber was appointed as receiver for Las Palomas.²
6. Las Palomas, through its receiver Mr. Rauschuber, operates, maintains, and controls facilities for providing water service in Wilson County under CCN number 12308.
7. Las Palomas owns and operates a public water system registered with the TCEQ under identification number 2470020.

Application

8. On August 3, 2021, the Travis County District Court issued an order authorizing Mr. Rauschuber to sell and transfer Las Palomas to SSWC.³
9. On August 10, 2021, the applicants filed the application at issue in this proceeding.
10. On September 20, 2021, SSWSC filed confidential supplemental information.
11. On September 22, 2021, Las Palomas filed supplement information.
12. In the application, the applicants seek approval of the following transaction: (1) for Las Palomas to sell and transfer all of its facilities and certificated service area under CCN number 12308 to SSWSC; (2) to amend SSWSC's CCN number 11489 to include the facilities and certificated service area previously included in Las Palomas' CCN number 12308; and (3) to cancel Las Palomas' CCN number 12308.
13. The requested area includes approximately 1,263 acres, approximately 235 current customers, is located approximately five miles east of downtown La Vernia, Texas, and is generally bounded on the north by the Guadalupe-Wilson county line, on the east by State Highway 123, on the south by County Road 334, and on the west by Farm-to-Market Road 539.

² *State v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.*, No. D-1-GN-18-000837 (98th Dist. Ct., Travis County, Tex. Jan. 24, 2019) (order appointing receiver); *Id.* (98th Dist. Ct., Travis County, Tex. Oct. 20, 2020) (order granting motion to amend order appointing receiver).

³ *Id.* (98th Dist. Ct., Travis County, Tex. Aug. 3, 2021) (order accepting receiver's recommendation and granting receiver's motion to amend ordering provisions appointing receiver).

14. In Order No. 4 filed on October 8, 2021, the ALJ found the application, as supplemented, administratively complete.

Notice

15. On October 22, 2021, the applicants filed the affidavit of Mr. Rauschuber attesting that notice was provided to all neighboring utilities and affected parties on October 15, 2021.
16. In Order No. 5 filed on December 3, 2021, the ALJ found the notice sufficient.

Evidentiary Record

17. On January 10, 2022, the applicants and Commission Staff filed a joint motion to admit evidence.
18. In Order No. 6 filed on January 26, 2022, the ALJ admitted the following evidence into the record of this proceeding: (a) the application, and all attachments, filed on August 10, 2021, (b) Commission Staff's recommendation on administrative completeness and notice and proposed procedural schedule filed on September 9, 2021; (c) SSWSC's confidential response to Order No. 2 filed on September 20, 2021; (d) Las Palomas' responses to Order No. 2 filed on September 22, 2021; (e) Commission Staff's supplemental recommendation on administrative completeness and notice and proposed procedural schedule filed on October 7, 2021; (f) the affidavit of notice to current customers, neighboring utilities, and affected parties, filed on October 22, 2021; (g) Commission Staff's recommendation on sufficiency of notice filed on December 2, 2021; (h) Commission Staff's recommendation on approval of sale filed on December 16, 2021; and (i) the supplement to the application filed on January 9, 2022.

System Compliance

19. Las Palomas' public water system is registered with the TCEQ as the "Lake Valley Water System" under identification number 2470020.
20. Las Palomas has been subject to enforcement actions by the TCEQ and the Office of the Texas Attorney General in the past five years for non-compliance with rules, orders, or state statutes. As a result, Las Palomas was placed under the receivership of Mr. Rauschuber.

21. Since Mr. Rauschuber's appointment as receiver, Las Palomas has resolved the non-compliance issues.
22. The last TCEQ compliance investigation of the Las Palomas system was on April 1, 2021. No violations or concerns were noted as a result of that investigation.
23. The Commission's complaint records, which date back to 2014, show 38 complaints against Las Palomas, all of which have been resolved.

Adequacy of Existing Service

24. There are currently 235 customers in the requested area being served by Las Palomas.
25. Las Palomas is able to provide continuous and adequate water service to the requested area by relying on an emergency interconnection with SSWSC that was installed by SSWSC.

Need for Additional Service

26. There is a continuing need for service because Las Palomas is currently providing service to customers in the requested area.
27. There is no evidence of specific requests for additional service within the requested area.

Effect of Approving the Transaction and Granting the Amendment

28. Approving the sale and transfer to proceed and granting the CCN amendment will obligate SSWSC to provide water service to current and future customers in the requested area.
29. SSWSC intends to install a second interconnection between itself and Las Palomas to better serve the customers of Las Palomas when the sale and transfer is completed.
30. Landowners in the requested area will not be adversely affected because the requested area is currently certificated.
31. All retail public utilities in the proximate area were provided notice of the application.
32. No protests or motions to intervene were filed by any retail public utility; therefore, there will be no effect on any retail public utility providing service to the proximate area.

Ability to Serve: Managerial and Technical

33. SSWSC currently provides water to Las Palomas through the emergency interconnection and has adequate capacity to meet the demands in the requested area.

34. SSWSC does not have any violations listed in the TCEQ database.
35. The Commission's complaint records, which date back to 2014, show five complaints against SSWSC, all of which have been closed.
36. SSWSC employs a TCEQ-licensed operator who operates its public water system.
37. SSWSC has access to an adequate supply of water and is capable of providing water that meets the requirements of chapter 341 of the Texas Health and Safety Code, chapter 13 of the Texas Water Code (TWC), and the TCEQ's rules.
38. SSWSC has the technical and managerial capability to provide continuous and adequate service to the requested areas.

Ability to Serve: Financial Ability and Stability

39. SSWSC has a debt-to-equity ratio that is less than one, satisfying the leverage test.
40. SSWSC demonstrated it has sufficient cash available to cover any projected operations and maintenance shortages in the first five years after completion of the transaction, satisfying the operations test.
41. SSWSC demonstrated the financial capability and stability to pay for the facilities necessary to provide continuous and adequate service to the requested area.

Financial Assurance

42. There is no need to require SSWSC to provide a bond or other financial assurance to ensure continuous and adequate service to the requested area.

Regionalization or Consolidation

43. Concerns of regionalization or consolidation with another retail public utility do not apply because construction of a physically separate water system is not needed for SSWSC to provide service to the requested area.

Feasibility of Obtaining Service from an Adjacent Retail Public Utility

44. SSWSC is an adjacent retail public utility and has already installed an emergency interconnection to provide adequate service to the customers of Las Palomas. Therefore, it is not feasible to obtain service from another adjacent retail public utility.

Environmental Integrity and Effect on the Land

45. The requested area will continue to be served with some existing infrastructure.
46. SSWSC intends to install a second interconnection between itself and Las Palomas; however, SSWSC must abide by all TCEQ rules and standards during construction, so the environmental impact and the effect on the land will be minimal.

Improvement in Service or Lowering of Cost to Consumers

47. SSWSC will continue to provide water service to the existing customers in the area.
48. Water service to the requested area will improve because SSWSC intends to improve the reliability of service by installing a second interconnection.
49. There will be no lowering of cost to consumers as a result of the proposed sale and transfer.

II. Conclusions of Law

The Commission makes the following conclusions of law.

1. Notice of the application was provided in compliance with TWC §§ 13.246 and 13.301(a)(2), and 16 Texas Administrative Code (TAC) § 24.239(c).
2. After consideration of the factors in TWC § 13.246(c), SSWSC demonstrated it is capable of rendering continuous and adequate service to every customer within the requested area, as required by TWC § 13.251.
3. SSWSC demonstrated adequate financial, managerial, and technical capability to provide continuous and adequate service to the requested area as required by TWC §§ 13.241(a) and 13.301(b).
4. The applicants demonstrated that the sale and the transfer of Las Palomas' facilities and water service area held under CCN number 12308 to SSWSC will serve the public interest and is necessary for the service, accommodation, convenience, and safety of the public as required by TWC § 13.301(d) and (e).

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

1. The sale is approved and the transaction between Las Palomas and SSWSC may proceed and be consummated.
2. Within ten days of the entry of this Order, the applicants must request a hearing before the 98th Judicial District, Travis County, Texas in Cause No. D-1-GN-18-000837 (District Court), to effectuate the issuance of any and all orders necessary to execute and complete all the remaining matters pertaining to Mr. Rauschuber's receivership of Las Palomas, including but not limited to the consummation of the transaction between Las Palomas and SSWSC.
3. As soon as possible after the effective date of the transaction, but not later than 30 days after the date of the District's Court's order authorizing Mr. Rauschuber to consummate the transaction, the applicants must file proof that the transaction has been consummated.
4. The applicants have 180 days from the date of this order to complete the transaction.
5. Under 16 TAC § 24.239(m), if the transaction is not consummated within this period, or an extension is not granted, this approval is void and the applicants must reapply for approval.
6. The applicants are advised that Las Palomas' facilities and its corresponding service area will remain under CCN number 12308 and will be held by Las Palomas until the sale and transfer transaction is complete in accordance with Commission rules.
7. In an effort to finalize this case as soon as possible, the applicants must continue to file monthly updates regarding the status of the closing and submit documents evidencing that the transaction was consummated.
8. Within 15 days following the filing of the applicants' proof that the transaction has been consummated and customer deposits, if any, have been addressed, Commission Staff must file a recommendation regarding the sufficiency of the documents and propose a procedural schedule for continued processing of this docket.

Signed at Austin, Texas the 31st day of January 2022.

PUBLIC UTILITY COMMISSION OF TEXAS

A handwritten signature in black ink, appearing to read 'Isaac TA', is written over a horizontal line.

ISAAC TA
ADMINISTRATIVE LAW JUDGE

g:\cadm\doctet management\water\slm\52xxx\52408-7 slm proceed_corrected.docx

EXHIBIT D

**TRAVIS COUNTY 98TH JUDICIAL DISTRICT COURT ORDER
APPROVING SALE AND TRANSFER OF WATER SYSTEM
AND UTILITY**

Cause No. D-1-GN-18-000837

98th JUDICIAL DISTRICT

¹ See Texas Utilities Code §186.002 and Texas Water Code, §§13.241 & 13.251.

It is therefore ORDERED, ADJUDGED and DECREED that the Joint Motion to Approve Sale and Transfer of Water System and Utility be GRANTED as follows:

The sale and transfer of the retail public water supply system previously numbered PWS No. 2470020 (i.e., the "Water System and Utility") by Donald G. Rauschuber, Receiver for Las Palomas Water Services Company ("Receiver"), LLC, to S.S. Water Supply Corporation ("SSWSC") is hereby ordered pursuant to the terms of that certain "Sale, Transfer & Merger Memorandum of Agreement Between the Las Palomas Water Service Company/Lake Valley Water Service Corporation (PWS 2470020 and CCN 12308) and S.S. Water Supply Corporation (PWS No. 2470015 and CCN No. 11489)," dated February 8, 2021, and its Addendum, dated April 12, 2021, and related documents, which are in all respects confirmed, ratified and approved as contemplated by the Public Utility Commission of Texas's Order dated January 31, 2022, and as contemplated by this Court on August 3, 2021, in its Order of the same date.

It is therefore ORDERED that the sale of the Water System and Utility shall be consummated and closed into escrow by and with Seguin Title Company on or before close of business Wednesday, February 16, 2022, via escrow deposit of \$209,769.74 by the Transferee, SSWSC, with Seguin Title Company and the following by Receiver: i) a deed executed by Receiver conveying Wilson County Property ID Numbers 20781 and 35019 to SSWSC; ii) an assignment executed by Receiver transferring to SSWSC all easements associated with and standing in the name of the Water System and Utility and customers thereof; and iii) a bill of sale executed by Receiver conveying to SSWSC all personal property associated with the Water System and Utility, including the water meters (Wilson County Property ID No. 35109) and all water mains, distribution lines, valves, and other water system appurtenances of any nature whatsoever, and all miscellaneous personal property of the Water System and Utility necessary to own and operate the Water System and Utility and provide public water service under Chapter 13 of the Texas Water Code. All costs of title insurance and survey by Rakowitz Engineering for the access lane to Lot 13, Unit 3, Lake Valley Estates

Subdivision shall be borne by the Transferee, SSWSC. All other costs, taxes, fees, and expenses for closing will be borne by the Transferor, the Water System and Utility. Transferee, SSWSC, and Transferor, the Water System and Utility, shall bear the respective costs of their individual general liability insurance in the amount of \$500,000 per individual/\$1,000,000 per incident, which shall remain in effect until each meter is physically connected to the Transferee's system.

It is further ORDERED that actual commencement of SSWSC's administration and management of each and every account and meter for existing customers within the defined area covered by the Water System and Utility's CCN (CCN No. 12308) and its Public Water System (PWS No. TX2470020), and the processing of paperwork related thereto, shall occur in accordance with a written schedule to be agreed upon by the Receiver and SSWSC's General Manager (the "Agreed Schedule"). A copy of said Agreed Schedule shall be filed with the Clerk of this Court, whereupon it shall be deemed adopted by this Court at this place in this Order.

It is further ORDERED that, upon SSWSC's commencement of the administration and management of the accounts and meters of the existing eligible customers within the defined area covered by the Water System and Utility's CCN and its PWS in accordance with the Agreed Schedule and as set forth above, all previously existing receivables/liabilities, other than the closing expenses for which SSWSC is responsible as set forth above, shall remain the responsibility of Receiver and/or Las Palomas Water Services Company, along with reports, fees or taxes required by authorities with jurisdiction over the operation of the Water System and Utility related to the period prior to SSWSC's commencement of the administration and management of the accounts and meters. Any net cash in possession of

the Receiver upon the discharge of the Receiver and termination of the Receivership by this Court shall be transferred to SSWSC as a contribution in aid of construction for the benefit of the customers within the defined area covered by the Water System and Utility's CCN and its PWS (including the PUC's updated map).

It is further ORDERED that, from and after the date on which SSWSC commences the administration and management of the accounts and meters of the existing eligible customers within the defined area covered by the Water System and Utility's CCN and its PWS in accordance with the Agreed Schedule and as set forth above, each qualified account holder or applicant located within the Water System and Utility being transferred shall fully comply with the rates, charges and tariff provisions of SSWSC, and all attendant SSWSC tariff requirements specified for purposes of securing SSWSC water service and providing necessary customer administration and management which shall be in effect for the customers eligible for service or being served by SSWSC.

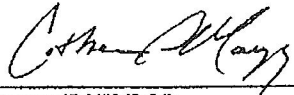
It is further ORDERED that, after Receiver completes the transfer of service of the Water System and Utility customers to SSWSC, Receiver shall file with this Court (with copies simultaneously filed with the Texas Commission on Environmental Quality, the Public Utility Commission of Texas, and the Texas Attorney General's Office) a final accounting and a request for a hearing to declare all receivership duties to be complete, to discharge his duties as Receiver, to terminate the receivership pursuant to the Receivership Order and its amendments previously entered in this matter, and to release any surety or bond related thereto.

And, all Parties receiving a certified copy of this Order as final Judgment shall comply therewith as if formally served with a copy of this Order

Except as provided herein, each Party shall bear their respective costs and attorneys' fees incurred.


All relief not expressly granted herein is hereby DENIED.

Signed on this ____ day of _____, 2022.
02/15/2022



JUDGE PRESIDING

APPROVED AS TO FORM:



Lynn Sherman
State Bar No. 18243630
Lynn Sherman Law Firm
P.O. Box 5605
Austin, Texas 78763-5605
Telephone: 512-431-6515
Email: lsherman@h2otx.com
Attorney for Donald G. Rauschuber, Receiver

/S/
Louis T. Rosenberg,
State Bar No. 17271300
Nohl Bryant, Of Counsel
State Bar No. 24050346
The Law Office of Louis T. Rosenberg, P.C.
1024 C Street
Floresville, Texas 78114
*Attorney for S.S. Water Supply Corporation,
Intervenor*

/S/
Tyler Ryska
Assistant Attorney General
Environmental Protection Division
Office of the Texas Attorney General
P.O. Box 12548
Capitol Station
Austin, Texas 78711-2548
Attorney for Plaintiff

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 61783944
Status as of 2/17/2022 11:54 AM CST

Associated Case Party: STATE OF TEXAS

| Name | BarNumber | Email | TimestampSubmitted | Status |
|-------------------|-----------|---------------------------------|----------------------|--------|
| irene tong | | irene.tong@oag.texas.gov | 2/15/2022 9:25:32 PM | SENT |
| Lizabeth Martinez | | Lizabeth.Martinez@oag.texas.gov | 2/15/2022 9:25:32 PM | SENT |
| Tyler Ryska | | tyler.ryska@oag.texas.gov | 2/15/2022 9:25:32 PM | SENT |

Case Contacts

| Name | BarNumber | Email | TimestampSubmitted | Status |
|------------------------|-----------|-----------------------------|----------------------|--------|
| Nohl Bryant | 24050346 | nohl.bryant@bryantlawpc.com | 2/15/2022 9:25:32 PM | SENT |
| Louis Thomas Rosenberg | 17271300 | firm@ltrlaw.com | 2/15/2022 9:25:32 PM | SENT |
| Donald G Rauscher | | dgrwater@dgrainc.com | 2/15/2022 9:25:32 PM | SENT |
| Lynn Sherman | | lshearn@h2otx.com | 2/15/2022 9:25:32 PM | SENT |

Associated Case Party: LAS PALOMAS WATER SERVICES COMPANY

| Name | BarNumber | Email | TimestampSubmitted | Status |
|----------------|-----------|--------------------|----------------------|--------|
| Hank Harenberg | | hankh@capconNM.com | 2/15/2022 9:25:32 PM | SENT |

Associated Case Party: TEXAS RAIN HOLDING COMPANY INC

| Name | BarNumber | Email | TimestampSubmitted | Status |
|---------------|-----------|---------------------|----------------------|--------|
| Helen Gilbert | | hgilbert@gwtlaw.com | 2/15/2022 9:25:32 PM | SENT |

EXHIBIT E

**RECEIVER'S GENERAL WARRANTY DEED AND ASSIGNMENT OF
UTILITY EASEMENTS/PROPERTY RIGHTS FOR OPERATION OF
UTILITY**

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

**RECEIVER'S GENERAL WARRANTY DEED and ASSIGNMENT
OF UTILITY EASEMENTS/PROPERTY RIGHTS
FOR OPERATION OF UTILITY**

DATE: February 16, 2022

GRANTOR: Water System and Utility
by Donald G. Rauschuber, Receiver for Las Palomas
Water Services Company ("Receiver"),
a Texas Corporation, a/k/a Las Palomas
Water Services Company, LLC

GRANTOR'S MAILING ADDRESS: P.O. Box 342707
Austin, Texas 78734

GRANTEE: S.S. Water Supply Corporation,
a Chapter 67, Texas Water Code
Retail Public Utility

GRANTEE'S MAILING ADDRESS:
P.O. Box 1000
La Vernia, Texas 78121

CONSIDERATION:

The sum of TEN DOLLARS (\$10.00) paid to Grantor by Grantee and other good and valuable consideration the receipt and sufficiency of which are acknowledged by Grantor.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tract 1:

Being the Water System and Utility, providing water service under PWS No. 2470020 and CCN No. 12308, located 5 miles east of La Vernia on Farm-to-Market Road 539, Willson County, Texas, and legally described as Lake Valley Estates, Block 3, Lot 13 (U-1), Water Well Site, Acres 5.63; and as depicted on the plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, of the Plat Records of Willson County, Texas; and more particularly described in a Warranty Deed to Las Palomas Water Services Company dated September 1, 2002, recorded in Volume 1126, Pages 214-215, of the Official Public Records of Willson County, Texas.

Tract 2:

That certain 0.36 acre of land out of the H. & TC RR Co. Survey No. 39, A-171, Willson County Texas, being more particularly described in the Exhibit "L" attached thereto and by reference made a part thereof; and more particularly described in a General Warranty Deed to Las Palomas Water Services Company dated July 8, 2003, recorded in Volume 1170, Page 721, of the Official Public Records of Willson County, Texas.

ASSIGNMENTS:

All real property, easements, pipes, fittings, housings, and other appurtenances and other property attached to or used in the said Water System and Utility enjoined to Receiver by the Order of January 24, 2019.

RESERVATIONS FROM CONVEYANCE:

Subject only to any recorded reservations appearing in the Official Public Records of Willson County, Texas.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

All validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for time before this Deed. Grantee is tax exempt under state law and will not pay taxes on the property here transferred.

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 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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES.

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

In Witness Whereof:



Water System and Utility,
by Donald G. Rauschuber, Receiver for
Las Palomas Water Services Company,
("Receiver"), a Texas Corporation, a/k/a Las
Palomas Water Services Company, LLC,
pursuant to the Order of January 24, 2019.
GRANTOR

Attachments: Exhibit 1 – January 24, 2019, Order Appointing Receiver in the
State of Texas v. Las Palomas Water Services Company
and Texas Rain Holding Company, Inc., Cause No.
D-1-GN-18-000837, in the 98th Judicial District Court
of Travis County, Texas; and

Exhibit 2 – Survey by Rakowitz Engineering.

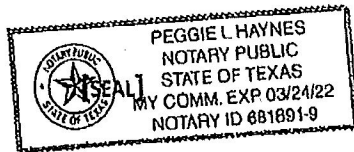
STATE OF TEXAS

COUNTY OF Guadalupe

§
§
§

Before me, the undersigned Notary Public, on this day personally appeared Donald G. Rauschuber, Duly Authorized Receiver for Las Palomas Water Services Company, a Texas Corporation, a/k/a Las Palomas Water Services Company, LLC, who proved to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this ^{17th} 16th day of February, 2022.



Peggie L. Haynes
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 3.24.2022

AFTER RECORDING RETURN TO:
S.S. Water Supply Corporation
P.O. Box 1000
La Vernia, Texas 78121

EXHIBIT F

BILL OF SALE

TO BE FILED IN THE WILSON COUNTY CLERK'S OFFICE IN THE:

- (1) UNIFORM COMMERCIAL CODE; AND
- (2) REAL PROPERTY RECORDS.

RECEIVER'S BILL OF SALE
Acting Upon Court Order on Behalf of
Las Palomas Water Services Company

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILSON

That the Water System and Utility for which Donald G. Rauschuber was named Receiver, for Las Palomas Water Services Company a/k/a Las Palomas Water Services Company, LLC ("Receiver") on January 24, 2019, in Cause Number D-1-GN-18-000837, 98th Judicial District Court, Travis County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid by S.S. Water Supply Corporation the receipt of which is hereby acknowledged, have Bargained, Sold and Delivered, by these presents do Bargain, Sell and Deliver, unto the said S.S. Water Supply Corporation of the County of Wilson and State of Texas all of the Receiver's rights, title and interest in the following described personal property, and warrant such property transfer is free from any liens and encumbrances, in Wilson County, State of Texas, to-wit:

All personal property associated with the Water System and Utility, including the water meters (Wilson County Property ID No. 35019), and all water mains, distribution lines, valves, and other water system appurtenances of any nature whatsoever, including all miscellaneous personal property standing in the name of the Water System and Utility necessary to own and operate the Water System and Utility, including all rights and benefits conferred by law by reason of ownership of and lawful perquisites related to PWS No. 2470020 and CCN 12308

And we do hereby bind ourselves, our heirs, executors, and administrators, to forever Warrant and Defend the title to the aforesaid property unto the said S.S. Water Supply Corporation its heirs and assigns, against the lawful claim or claims of any and all persons whomsoever.

Receiver's Bill of Sale Acting Upon Court Order on Behalf of
Las Palomas Water Services Company to S.S. Water Supply Corporation
02/15/2022
Page 1 of 2

EXECUTED this 17 day of February, 2022.

**Las Palomas Water Services Company
a Texas Corporation, a/k/a Las Palomas
Water Services Company, LLC**



Donald G. Rauschuber,
*Its Court-Appointed Receiver, Acting
Pursuant to the Order Approving Sale
and Transfer of Water System and
Utility signed February 15, 2022*

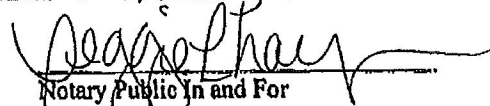
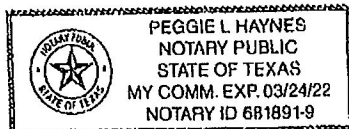
Attachment: February 15, 2022 Order Approving the Sale and Transfer of Water System and Utility in the *State of Texas v. Las Palomas Water Services Company and Texas Rain Holding Company, Inc.*, Cause No. D-1-GN-18-000837, in the 98th Judicial District Court of Travis County, Texas.

THE STATE OF TEXAS §

COUNTY OF Guadalupe §

Before me, the undersigned authority, on this day personally appeared Donald G. Rauschuber, Duly Authorized Receiver for Las Palomas Water Services Company, a Texas Corporation, a/k/a Las Palomas Water Services Company, LLC, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and conditions therein expressed.

Given under my hand and seal of office on this 17 day of February, 2022.


Notary Public In and For
The State of Texas

Upon Recording Return To:
S.S. Water Supply Corporation
P.O. Box 1000
La Vernia, Texas 78121

Receiver's Bill of Sale Acting Upon Court Order on Behalf of
Las Palomas Water Services Company to S.S. Water Supply Corporation
02/15/2022
Page 2 of 2

EXHIBIT G

AFFIDAVIT AS TO DEBTS & LIENS

Affidavit as to Debts & Liens

TO BE FILLED IN PERSONALLY BY SELLER
OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

File Number: 034128STC
SUBJECT PROPERTY:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

STATE OF TEXAS
COUNTY OF Wilson

Before me, the undersigned authority on this day personally appeared

Donald G. Rauschuber, Court Receiver on behalf of Las Palomas Water Services Company, a Texas Corporation

Seller or Owner-Borrower* or Contractor (if new construction) personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents, to affiant's actual knowledge, to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, Venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interest on such property secured by financing statement, security agreement or otherwise except the following:

| Secured Party | Approximate Amount |
|--|--------------------|
| If you have no unpaid Debts, then insert the Word "None" in this Section _____ | \$ |
| Otherwise List any unpaid Debt and Amounts | |

NONE

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

| Creditor | Approximate Amount |
|--|--------------------|
| If you have no Liens Insert "None" _____ | |
| Otherwise List in this section Liens or Judgments against you/the Property | |

NONE

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No Leases, Contracts to sell the land, or No parties in possession other than seller except as follows:

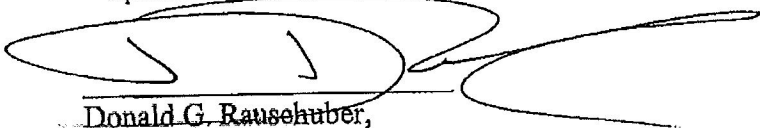
If you have Leases or parties in possession list them in this Section, otherwise insert the word "None" in this section **NONE**

5. *To be filled in if a sale - *The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate of other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: XXX-XX- Seller's Address (office address, if seller is an entity; home address if seller is an individual) is P. O. Box 342707, Austin, TX 78734.

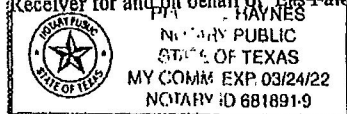
This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND REASONABLE ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY SELLER, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.


Donald G. Rauschuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas

Sworn to and subscribed before me this 17 Day of February, 2022 by Donald G. Rauschuber, Court
Receiver for and on behalf of Las Palomas Water System Services Company.



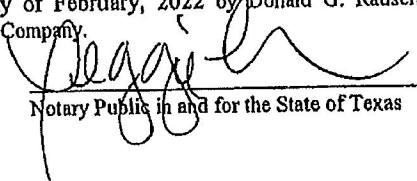

Notary Public in and for the State of Texas

Exhibit A

SS WSC – 22-2607 – Lot 13 together with a 30 foot access easement – Page 1 of 2

State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 6, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 29° 19' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 48, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 48, said point being an angle point of this tract of land;

Thence South 01° 16' 01" East, 246.62 feet, along the East line of said Lot 13, being the West line of said Lot 48, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 45" West, 709.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 35, and Lot 34, of said Lake Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Lake Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 26" East, 480.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 25' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 36' 06" East, 433.60 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 48 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

Thence South $60^{\circ} 33' 05''$ West, 556.63 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 48, and continuing along the Northwest line of Lot 47, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for the North corner of Lot 13 of said Lake Valley Estates Subdivision, Unit 1, Block 3, being the West corner of said Lot 47, said point being an angle point of this tract of land;

Thence South $60^{\circ} 35' 06''$ West, 433.60 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 13, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said 30 foot access easement, being the North corner of said Lot 13, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this easement;

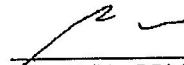
Thence North $22^{\circ} 04' 16''$ West, 30.26 feet, along the West line of said 30 foot access easement, being the East line of said Lot 19, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowicz Engineering and Surveying, set for the West corner of said 30 foot access easement, being the Southwest corner of Lot 11, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the West corner of this easement;

Thence North $60^{\circ} 33' 15''$ East, 998.48 feet, along the Northwest line of said 30 foot access easement, being the Southeast line of said Lot 11, to a 1/2 inch steel rod monument, found for the North corner of said 30 foot access easement, being the East corner of said Lot 11, and lying on the West line of said Lakeview Circle, said point being the North corner of this easement;

Thence South $07^{\circ} 34' 02''$ East, 32.56 feet, along the East line of said 30 foot access easement, being the West line of said Lakeview Circle, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowicz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060

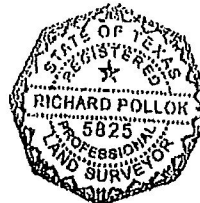


EXHIBIT H

AFFIDAVIT REGARDING LEASES

GF #034128STC

AFFIDAVIT REGARDING LEASES

DATE: February 17, 2022

OWNER/AFFIANT: Las Palomas Water Services Company, a Texas Corporation

TITLE COMPANY: Fidelity National Title Insurance Company, (Underwriter) and Seguin Title Company (closing agent)

PROPERTY:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

AFFIANT swears that the following statements are true and within the personal actual knowledge of AFFIANT:

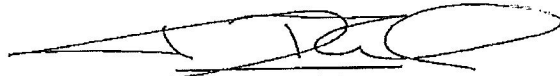
1. AFFIANT has personal knowledge of the facts stated in the affidavit. Affiant has full authority to make the agreements in this affidavit.
2. AFFIANT understands that BUYER and TITLE COMPANY have requested this affidavit as a condition of closing.
3. AFFIANT has no knowledge of any lease affecting the Property which is not reflected in the Commitment for Title Insurance issued by the Title Company. There are no outstanding unreleased leases or other contracts under or pursuant to which any party has the right to possession of the Property. There are no tenants or other parties in possession of any portion of the Property or have the right to be in possession of any portion of the Property, other than the following: (if None, insert the word "None")

NONE

AFFIANT agrees to indemnify and hold BUYER and TITLE COMPANY harmless from any loss or expense resulting from false or incorrect information in this affidavit.

EXECUTED this 17 day of February, 2022

AFFIANT::



Donald G. Rauschuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17 day of February, 2022 by
Donald G. Rauschuber, Court Receiver on behalf of Las Palomas Water Services Company, a
Texas Corporation

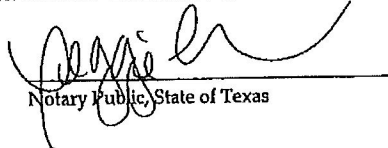
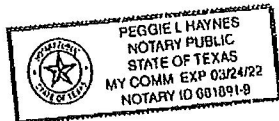

Notary Public, State of Texas

EXHIBIT "A"

SS WSC -- 22-2807 -- Lot 13 together with a 30 foot access easement -- Page 1 of 2

State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 5, described in an instrument, recorded in Volume 6, Page 67, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 28° 18' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 46, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 46, said point being an angle point of this tract of land;

Thence South 01° 15' 01" East, 248.62 feet, along the East line of said Lot 13, being the West line of said Lot 46, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 46" West, 708.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 36, and Lot 34, of said Lake Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Lake Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 28" East, 480.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 25' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 35' 08" East, 433.80 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 48 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 6, Page 67, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

Thence South $80^{\circ} 33' 05''$ West, 558.63 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 48, and continuing along the Northwest line of Lot 47, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for the North corner of Lot 13 of said Lake Valley Estates Subdivision, Unit 1, Block 3, being the West corner of said Lot 47, said point being an angle point of this tract of land;

Thence South $60^{\circ} 35' 08''$ West, 433.60 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 13, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said 30 foot access easement, being the North corner of said Lot 13, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this easement;

Thence North $22^{\circ} 04' 16''$ West, 30.26 feet, along the West line of said 30 foot access easement, being the East line of said Lot 19, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the West corner of said 30 foot access easement, being the Southwest corner of Lot 11, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the West corner of this easement;

Thence North $80^{\circ} 33' 15''$ East, 998.48 feet, along the Northwest line of said 30 foot access easement, being the Southeast line of said Lot 11, to a 1/2 inch steel rod monument, found for the North corner of said 30 foot access easement, being the East corner of said Lot 11, and lying on the West line of said Lakeview Circle, said point being the North corner of this easement;

Thence South $07^{\circ} 34' 02''$ East, 32.68 feet, along the East line of said 30 foot access easement, being the West line of said Lakeview Circle, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
516 W. Oaklawn Ste. A
Pleasanton, Texas 78084
830-281-4080



NOTICE TO PURCHASERS OF REAL PROPERTY

The real property, described below, that you are about to purchase is located in the Evergreen UWC District. The District has taxing authority separate from any other taxing authority, and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the District is \$0.0063 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$UNKNOWN on each \$100 of assessed valuation. The total amount of bonds approved by the voters and which have been or may, at this date, be issued is \$UNKNOWN, and the aggregate initial principle amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$UNKNOWN

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities, and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$UNKNOWN. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

(If applicable, check box below)

_____ The district is located in whole or in part within the corporate boundaries of the City of UNKNOWN. The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

_____ The district is located in whole or in part in the extraterritorial jurisdiction of the City of UNKNOWN. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

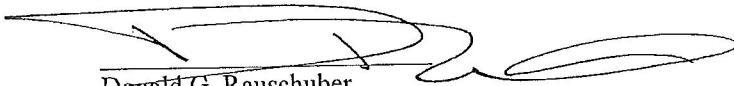
Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

Executed this 17 day of February, 2022

Signature of Seller(s):



Donald G. Rauschuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas


PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser(s) hereby acknowledged receipt of the foregoing notice prior to closing of the purchase of the real property described in such notice.

Executed this 17 day of February, 2022

Signature of Buyer(s):

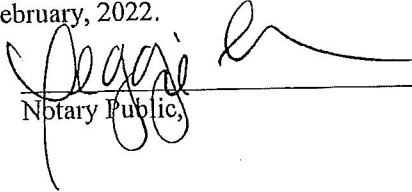
S. S. Water Supply Corporation, a
Chapter 67, Texas Water Code
Retail Public Utility

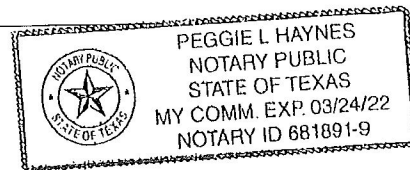


by
Carlos Febus
General Manager

STATE OF TX
COUNTY OF GUADALUPE

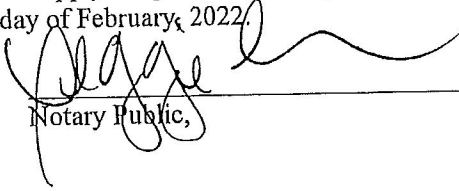
SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority by Donald G. Rauschuber, Court Receiver for Las Palomas Water Services Company, a Texas Corporation on this 17 day of February, 2022.


Notary Public,

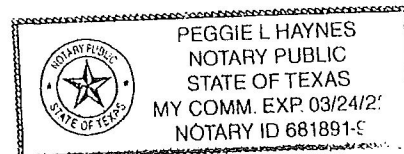


STATE OF TX
COUNTY OF GUADALUPE

SWORN TO AND SUBSCRIBED BEFORE ME the undersigned authority by Carlos Febus, General Manager of S. Water Supply Corporation, a Chapter 67, Texas Water Code Retail Public Utility on this . 17 day of February, 2022.


Notary Public,

notice to purchaser



State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 5, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 29° 19' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 46, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 46, said point being an angle point of this tract of land;

Thence South 01° 15' 01" East, 246.52 feet, along the East line of said Lot 13, being the West line of said Lot 46, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 45" West, 708.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 35, and Lot 34, of said Lake Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Lake Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 26" East, 490.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 25' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 35' 06" East, 433.60 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 48 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

Thence South 60° 33' 05" West, 556.63 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 48, and continuing along the Northwest line of Lot 47, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for the North corner of Lot 13 of said Lake Valley Estates Subdivision, Unit 1, Block 3, being the West corner of said Lot 47, said point being an angle point of this tract of land;

Thence South 60° 35' 06" West, 433.60 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 13, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said 30 foot access easement, being the North corner of said Lot 13, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this easement;


Thence North 22° 04' 16" West, 30.26 feet, along the West line of said 30 foot access easement, being the East line of said Lot 19, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the West corner of said 30 foot access easement, being the Southwest corner of Lot 11, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the West corner of this easement;

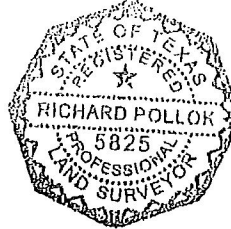
Thence North 60° 33' 15" East, 998.48 feet, along the Northwest line of said 30 foot access easement, being the Southeast line of said Lot 11, to a 1/2 inch steel rod monument, found for the North corner of said 30 foot access easement, being the East corner of said Lot 11, and lying on the West line of said Lakeview Circle, said point being the North corner of this easement;

Thence South 07° 34' 02" East, 32.56 feet, along the East line of said 30 foot access easement, being the West line of said Lakeview Circle, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



TAX INFORMATION DISCLOSURE

Date: February 17, 2022

GF #: 034128STC

Seller: Las Palomas Water Services Company, a Texas Corporation

Purchaser/Borrower: S. S. Water Supply Corporation, a Chapter 67, Texas Water Code Retail Public Utility

Property:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

Based upon information furnished by local taxing authorities, the taxes on the above described property have been paid through the year 2021 and

_____ A special exemption for agricultural and/or timber has been filed against this property, thereby reducing said property tax and **IS SUBJECT TO ROLLBACK**.

_____ There is a shortage in the acreage or square footage in the rolls as compared with the legal description herein conveyed, and could be **SUPPLEMENTED** for previous years.

_____ The tract(s) of land hereby conveyed is/are out of a larger tract of land which has not been split out for the present year, and correct and accurate figures cannot be obtained for tax prorations. Purchaser and Seller agree to prorate based on **ESTIMATES ONLY**.

_____ Purchaser and Seller agree **NOT TO PRORATE TAXES FOR THE CURRENT YEAR**, thereby, purchaser/seller **BEING RESPONSIBLE FOR THE FULL YEAR**.

_____ An exemption exists on this property, and will be adjusted in the following tax year, thereby increasing said base tax.

_____ No tax figures were acquired as to any inventory, personal property or mobile home situated on said property. **Seguin Title Company** is not guaranteeing any payment of any such tax.

~~X~~ Any proration of taxes made in connection with this transaction is based on tax information from the prior year and does not reflect the tax status of the property for the current year.

_____ We are closing this file based on verbal tax information provided by the appropriate taxing authorities. The taxing authority is not bound by verbal information and, accordingly, **Seguin Title Company** cannot guarantee the amounts reported as accurate. **Seguin Title Company** can guarantee the tax amounts reported by the taxing authorities only when **Seguin Title Company** has in its possession a written tax certificate issued by appropriate taxing authority. The amount of taxes due may increase or decrease when we receive written tax certificates.

It is understood and agreed that **Seguin Title Company** as closing agent, has informed both the Purchaser and Seller of the above facts, and Purchaser and Seller agree to hold **Seguin Title Company** harmless from any taxes due because of tax supplement; agriculture/timber rollbacks due to change in land usage; tax exemptions; differences due to split-out for the current year or subsequent years; any taxes due on personal property, inventory or mobile homes situated on said property; and mistakes made to closing based on verbal tax information. It is expressly agreed and understood that if, for any of the above checked reasons, the proper amount of taxes are not collected at closing or the proper amount of taxes are not prorated, **Seguin Title Company** retains the right to issue its policy of title insurance subject to any taxes due.

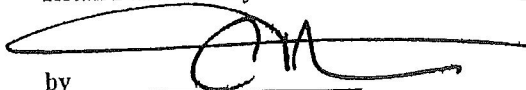
THE UNDERSIGNED HAVE BEEN INFORMED BY SEGUIN TITLE COMPANY THAT IT IS THE UNDERSIGNED'S SOLE RESPONSIBILITY TO NOTIFY THE APPROPRIATE TAXING JURISDICTIONS THAT THE ABOVE PROPERTY HAS BEEN TRANSFERRED AND THAT IT IS THE PURCHASER'S SOLE RESPONSIBILITY TO PAY ALL TAXES FOR THE YEAR 2022 AND FILE ALL NECESSARY TAX EXEMPTIONS.

By signature herein, the undersigned state that they understand this Disclosure and have received a copy of the same at closing.

We hereby acknowledge and accept the above agreement.

PURCHASER

S. S. Water Supply Corporation, a
Chapter 67, Texas Water Code
Retail Public Utility



by _____
Carlos Febus
General Manager

SELLER



Donald G. Rauschuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas

State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 5, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 29° 19' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 46, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 46, said point being an angle point of this tract of land;

Thence South 01° 15' 01" East, 246.52 feet, along the East line of said Lot 13, being the West line of said Lot 46, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 45" West, 708.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 35, and Lot 34, of said Lake Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Lake Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 26" East, 490.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 25' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 35' 06" East, 433.60 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 48 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

Thence South 60° 33' 05" West, 556.63 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 48, and continuing along the Northwest line of Lot 47, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for the North corner of Lot 13 of said Lake Valley Estates Subdivision, Unit 1, Block 3, being the West corner of said Lot 47, said point being an angle point of this tract of land;

Thence South 60° 35' 06" West, 433.60 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 13, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said 30 foot access easement, being the North corner of said Lot 13, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this easement;

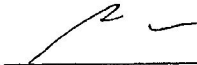
Thence North 22° 04' 16" West, 30.26 feet, along the West line of said 30 foot access easement, being the East line of said Lot 19, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the West corner of said 30 foot access easement, being the Southwest corner of Lot 11, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the West corner of this easement;

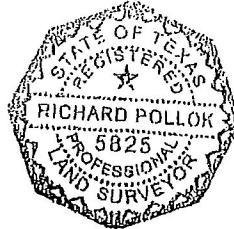
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Thence South 07° 34' 02" East, 32.56 feet, along the East line of said 30 foot access easement, being the West line of said Lakeview Circle, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



Affidavit as to Debts & Liens

TO BE FILLED IN PERSONALLY BY SELLER
OR BORROWER IN HIS OWN HANDWRITING
INDEMNITY AND AFFIDAVIT AS TO DEBTS, LIENS AND POSSESSION
USE SEPARATE FORM FOR EACH PARTY

File Number: 034128STC
SUBJECT PROPERTY:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

STATE OF TEXAS
COUNTY OF Wilson

Before me, the undersigned authority on this day personally appeared

Donald G. Rauschuber, Court Receiver on behalf of Las Palomas Water Services Company, a Texas Corporation

Seller or Owner-Borrower* or Contractor (if new construction) personally known to me to be the person whose name is subscribed hereto and upon his oath deposes and says that no proceedings in bankruptcy or receivership have been instituted by or against him and that the marital status of affiant has not changed since the day of acquisition of said property and represents, to affiant's actual knowledge, to the purchaser and/or Lender in this transaction that there are:

1. No unpaid debts for plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting, rugs, lawn sprinkling systems, Venetian blinds, window shades, draperies, electric appliances, fences, street paving, or any personal property or fixtures that are located on the subject property described above, and that no such items have been purchased on time payment contracts, and there are no security interest on such property secured by financing statement, security agreement or otherwise except the following:

Secured Party

Approximate Amount

If you have no unpaid Debts, then insert the
Word "None" in this Section _____
Otherwise List any unpaid Debt and Amounts

\$

NONE

2. No loans or liens (including Federal or State Liens and Judgment Liens) and no unpaid governmental or association taxes or assessments of any kind on such property except the following:

Creditor

Approximate Amount

If you have no Liens Insert "None" _____
Otherwise List in this section Liens or
Judgments against you/the Property

NONE

3. All labor and material used in the construction of improvements on the above described property have been paid for and there are now no unpaid labor or material claims against the improvements or the property upon which same are situated, and I hereby declare that all sums of money due for the erection of improvements have been fully paid and satisfied.

4. No Leases, Contracts to sell the land, or No parties in possession other than seller except as follows:

If you have Leases or parties in possession list them in this Section, otherwise insert the word "None" in this section

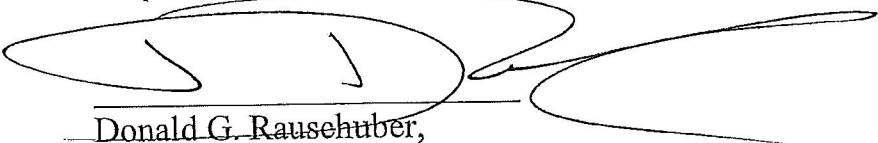
NONE

5. *To be filled in if a sale - *The Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, foreign estate of other foreign entity (as defined in the Internal Revenue Code and Income Tax Regulations). Seller's U.S. employer identification number (or social security number) is: XXX-XX-_____. Seller's Address (office address, if seller is an entity; home address if seller is an individual) is P. O. Box 342707, Austin, TX 78734.

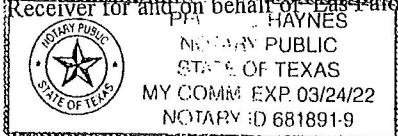
This affidavit may be disclosed to the Internal Revenue Service and is furnished to Buyer to inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code.

INDEMNITY: I AGREE TO PAY ON DEMAND THE PURCHASERS AND/OR LENDER IN THIS TRANSACTION, THEIR SUCCESSORS AND ASSIGNS, ALL AMOUNTS SECURED BY ANY AND ALL LIENS NOT SHOWN ABOVE, TOGETHER WITH ALL COSTS, LOSS AND REASONABLE ATTORNEY'S FEES THAT SAID PARTIES MAY INCUR IN CONNECTION WITH SUCH UNMENTIONED LIENS, PROVIDED SAID LIENS EITHER CURRENTLY APPLY TO SUCH PROPERTY, OR A PART THEREOF, OR ARE SUBSEQUENTLY ESTABLISHED AGAINST SAID PROPERTY AND ARE CREATED BY SELLER, KNOWN BY ME, OR HAVE AN INCEPTION DATE PRIOR TO THE CONSUMMATION OF THIS TRANSACTION.

I realize that the purchaser and/or Lender in this transaction are relying on the representations contained herein in purchasing same or lending money thereon and would not purchase same or lend money thereon unless said representations were made. If Seller or Borrower is an entity, I have authority to sign on its behalf.


Donald G. Rausehuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas

Sworn to and subscribed before me this 17 Day of February, 2022 by Donald G. Rauschuber, Court
Receiver for and on behalf of Las Palomas Water System Services Company.



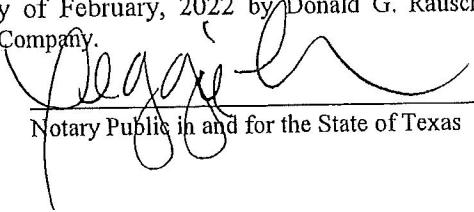

Notary Public in and for the State of Texas

Exhibit A

SS WSC – 22-2607 – Lot 13 together with a 30 foot access easement – Page 1 of 2

State of Texas
County of Wilson

Field notes for Lot 13, of the Lake Valley Estates Subdivision, Unit 1, together with a 30 foot access easement, as shown on the accompanying Plat of Survey, prepared for SS WSC, dated February 14, 2022.

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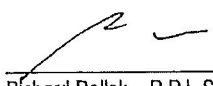
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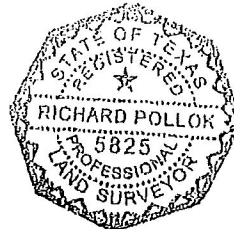
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The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



AFFIDAVIT REGARDING LEASES

DATE: February 17, 2022

OWNER/AFFIANT: Las Palomas Water Services Company, a Texas Corporation

TITLE COMPANY: Fidelity National Title Insurance Company, (Underwriter) and Seguin Title Company (closing agent)

PROPERTY:

Tract 1: Lot 13, Block 3, Unit 1, as depicted on plat of Lake Valley Estates, a subdivision recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas.

Tract 2: Thirty foot (30') lane accessing Lot 13, Block 3, Unit 1, depicted on Lake Valley Estates, a subdivision, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas; being the same access lane granted to Las Palomas Water Services Company in General Warranty Deed dated July 8, 2003, recorded in Volume 1170, Page 721, Official Public Records, Wilson County, Texas.

Tract 1 and Tract 2 are more particularly described by metes and bounds on Exhibit A, attached hereto and made a part hereof for all purposes.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item #2 of Schedule B hereof.

AFFIANT swears that the following statements are true and within the personal actual knowledge of AFFIANT:


1. AFFIANT has personal knowledge of the facts stated in the affidavit. Affiant has full authority to make the agreements in this affidavit.
2. AFFIANT understands that BUYER and TITLE COMPANY have requested this affidavit as a condition of closing.
3. AFFIANT has no knowledge of any lease affecting the Property which is not reflected in the Commitment for Title Insurance issued by the Title Company. There are no outstanding unreleased leases or other contracts under or pursuant to which any party has the right to possession of the Property. There are no tenants or other parties in possession of any portion of the Property or have the right to be in possession of any portion of the Property, other than the following: (if None, insert the word "None")

NONE

AFFIANT agrees to indemnify and hold BUYER and TITLE COMPANY harmless from any loss or expense resulting from false or incorrect information in this affidavit.

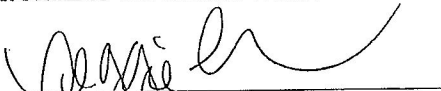
EXECUTED this 17 day of February, 2022

AFFIANT::



Donald G. Rauschuber,
Court Appointment Receiver
for Las Palomas Water System
Services Company, a Texas
corporation, pursuant to order
of the court in Cause No.
D-1-GN-18-000837 in the 98th
Judicial Court, Travis County,
Texas

SWORN TO AND SUBSCRIBED BEFORE ME on this the 17 day of February, 2022 by
Donald G. Rauschuber, Court Receiver on behalf of Las Palomas Water Services Company, a
Texas Corporation



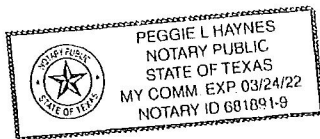
Notary Public, State of Texas

EXHIBIT "A"

SS WSC – 22-2607 – Lot 13 together with a 30 foot access easement – Page 1 of 2

State of Texas
County of Wilson

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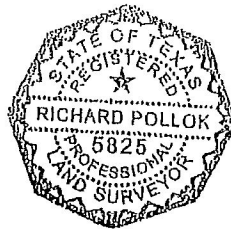
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State of Texas
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Field notes for Lot 13, of the Lake Valley Estates Subdivision, together with a 30 foot access easement, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the North corner of said Lot 13, lying on the Southeast line of said 30 foot access easement, surveyed this same day, and being the West corner of Lot 47 of Lake Valley Estates, Unit 30, Block 5, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, said point of beginning being the North corner of this tract of land;

Thence South 29° 19' 23" East, 224.39 feet, along the East line of said Lot 13, being the West line of said Lot 47, and continuing along the West line of Lot 46, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for an angle point of said Lot 13, being a reentrant corner of said Lot 46, said point being an angle point of this tract of land;

Thence South 01° 15' 01" East, 246.52 feet, along the East line of said Lot 13, being the West line of said Lot 46, to a point marked by a 1/2 inch steel rod monument, found for the East corner of said Lot 13, being the West corner of said Lot 46, and the North corner of Lot 36, of said Lake Valley Estates Subdivision, Unit 30, Block 1, said point being the East corner of this tract of land;

Thence South 59° 58' 45" West, 708.02 feet, along the Southeast line of said Lot 13, being the Northwest line of said Lot 36, and continuing along the Northwest line of Lot 35, and Lot 34, of said Valley Estates Subdivision, Unit 30, and the Northwest line of Lot 17, of said Lake Valley Estates Subdivision, Unit 1, Block 3, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said Lot 13, being the West corner of said Lot 17, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this tract of land;

Thence North 20° 04' 26" East, 490.27 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by 1/2 inch steel rod monument, found for a reentrant corner of said Lot 13, being a salient corner of said Lot 19, this point being a reentrant corner of this tract of land;

Thence North 21° 25' 16" West, 132.02 feet, along the West line of said Lot 13, being the East line of said Lot 19, to a point marked by a 1/2 inch steel rod monument, found for the West corner of said Lot 13, being the South corner of said 30 foot access easement, said point being the West corner of this tract of land;

Thence North 60° 35' 06" East, 433.60 feet, along the Northwest line of said Lot 13, being the Southeast line of said 30 foot access easement, to the point of beginning;

Together with a 30 foot access easement

A 30 foot access easement, being out of Lake Valley Estates Subdivision, Unit 1, Block 3, described in an instrument, recorded in Volume 4, Page 41, Plat Records, Wilson County, Texas, shown on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, said easement being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod monument, found for the lower East corner of said 30 foot access easement, being the North corner of Lot 48 of Lake Valley Estates Subdivision, Unit 30, Block 1, described in an instrument, recorded in Volume 5, Page 57, Plat Records, Wilson County, Texas, and lying on the West line of Lakeview Circle, said point of beginning being the East corner of this easement;

Thence South 60° 33' 05" West, 556.63 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 48, and continuing along the Northwest line of Lot 47, of said Lake Valley Estates Subdivision, Unit 30, Block 1, to a point marked by a 1/2 inch steel rod monument, found for the North corner of Lot 13 of said Lake Valley Estates Subdivision, Unit 1, Block 3, being the West corner of said Lot 47, said point being an angle point of this tract of land;

Thence South 60° 35' 06" West, 433.60 feet, along the Southeast line of said 30 foot access easement, being the Northwest line of said Lot 13, to a point marked by a 1/2 inch steel rod monument, found for the South corner of said 30 foot access easement, being the North corner of said Lot 13, and lying on the East line of Lot 19, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the South corner of this easement;

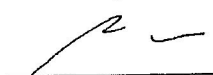
Thence North 22° 04' 16" West, 30.26 feet, along the West line of said 30 foot access easement, being the East line of said Lot 19, to a point marked by a 5/8 inch steel rod monument, with a cap stamped Rakowitz Engineering and Surveying, set for the West corner of said 30 foot access easement, being the Southwest corner of Lot 11, of said Valley Estates Subdivision, Unit 1, Block 3, said point being the West corner of this easement;

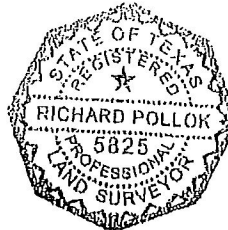
Thence North 60° 33' 15" East, 998.48 feet, along the Northwest line of said 30 foot access easement, being the Southeast line of said Lot 11, to a 1/2 inch steel rod monument, found for the North corner of said 30 foot access easement, being the East corner of said Lot 11, and lying on the West line of said Lakeview Circle, said point being the North corner of this easement;

Thence South 07° 34' 02" East, 32.56 feet, along the East line of said 30 foot access easement, being the West line of said Lakeview Circle, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for Lot 13, together with a 30 foot access easement, on the accompanying Plat of Survey prepared for SS WSC, dated February 14, 2022, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
830-281-4060



VEN01067 DONALD RAUSCHUBER
INVOICE # DATE PO #
INV0000390 2/14/2022

DESCRIPTION
LAKE VALLEY WATER CLOSING

02/16/2022 13127
AMOUNT
209,769.74

CHECK TOTAL 209,769.74

S.S. WATER SUPPLY CORP.
10393 US HIGHWAY 87 W
LA VERNIA, TX 78121-4597
830-779-2837

THIRD COAST BANK
www.thirdcoastbankssb.com

13127

13127

DATE

35-8414/1130
00029

02/16/2022

CHECK AMOUNT

AMOUNT

\$ 209,769.74

PAY
TO THE
ORDER
OF:

---Two Hundred Nine Thousand Seven Hundred Sixty Nine Dollars and 74/100 Cents---

DONALD RAUSCHUBER
PO BOX 342707
AUSTIN, TX 78734-

AUTHORIZED SIGNATURE

Photo Safe Deposit®

Details on Back.

VEN01067 DONALD RAUSCHUBER

02/16/2022

13127

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AMOUNT

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CHECK ARMOR

AMOUNT

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AUSTIN, TX 78734-

AUTHORIZED SIGNATURE

⑈013127⑈ ⑆113094149⑆1601601970⑈

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