



Filing Receipt

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DOCKET NO. 52410

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	
LLC AND LEON SPRINGS UTILITY	§	PUBLIC UTILITY COMMISSION
COMPANY, INC. FOR SALE,	§	
TRANSFER, OR MERGER OF	§	OF TEXAS
FACILITIES AND CERTIFICATE	§	
RIGHTS IN BEXAR COUNTY	§	

**CSWR-TEXAS UTILITY OPERATING COMPANY, LLC'S
NOTICE OF COMPLETED TRANSACTION**

CSWR-Texas Utility Operating Company, LLC ("CSWR Texas") hereby files this Notice of Completed Transaction and states the following:

I. SUBMITTAL OF CLOSING DOCUMENTS

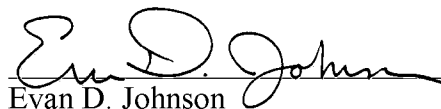
1. Order No. 9, issued on February 9, 2022, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed General Assignment and Bill of Sale. The effective date of the transaction was February 28, 2022.
3. There are no outstanding customer deposits associated with this water system.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 9.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 9, CSWR Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

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

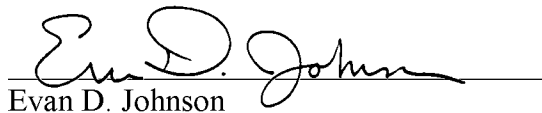


Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of March 2022, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.



Evan D. Johnson

AFTER RECORDING, RETURN TO:

MELANIE FEY
CHICAGO TITLE OF TEXAS, LLC
15727 ANTHEM PARKWAY, S. 210
SAN ANTONIO, TEXAS 78249

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 28th day of February, 2022 (the "Effective Date"), by LEON SPRINGS UTILITY COMPANY, a Texas corporation (together, "Assignor"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Assignee") (Assignee's Mailing Address: 1650 Des Peres Rd., Ste. 303, St. Louis, MO, 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Bexar County, Texas and described in a Special Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale and Assignment and Assumption Agreement, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Purchase and Sale Agreement dated September 27, 2019, as assigned and amended by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer and water system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer and water service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer and water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Bexar County, Texas (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's right, title and interests to operate, maintain and service the main lines of the sewer and water system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Property or sewer and water service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

CHICAGO TITLE GF# 430011903138 DBM

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee *as is* (as defined in the Purchase Agreement) all of Assignor's right, title and interest in and to the following pursuant to the Purchase Agreement by, through and under Seller, but not otherwise, subject to the Exceptions in the Special Warranty Deed, and to the extent assignable without expense to Seller other than as set out in Section 5.02 (Closing Costs and Prorations) of the Purchase Agreement, and governed by the Exculpation of the Exculpated Persons and the Covenants in the Bill of Sale and Assignment including the Liability Assumption, the Liability Release, and the Liability Indemnity, which are incorporated herein to apply to this Assignment:

- A. Easements in the System;
- B. The main lines of the sewer and water system, appurtenances and other assets pertaining to the provision of the sewer and water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system; AND All water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Bexar County, Texas, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;

- h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Bexar County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
 - C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents:
 - a. All plats located within the area described on **EXHIBIT A**;
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;
 - c. Public Utility Easement, recorded in Book 4413, Page 1146, on October 5, 1988, in the land records of Bexar County, Texas;
 - d. Contract Concerning Use and Enjoyment of Public Utility Easement, recorded in Book 4413, 1182, on October 5, 1988, in the land records of Bexar County, Texas;
 - e. Sanitary Sewer Easement, recorded in Book 5850, Page 508, on November 5, 1993, in the land records of Bexar County, Texas;
 - f. Sanitary Sewer Easement, recorded in Book 5945, Page 603, on January 27, 1994, in the land records of Bexar County, Texas;
 - g. Sanitary Sewer Easement, recorded in Book 6438, Page 1659, on June 6, 1995, in the land records of Bexar County, Texas;
 - h. Agreement Regarding Disposal of Treated Effluent by Irrigation, recorded in Book 6763, Page 729, on May 23, 1996, in the land records of Bexar County, Texas;
 - i. Plat of Dominion Phase-10C, recorded in Book 99528, Page 170, on April 5, 1994, in the land records of Bexar County, Texas, including but not limited to, the 20' San. Sewer, Water, Drainage, Elec. & Tele. Easement;
 - j. Plat of Vineyard Estates at the Dominion P.U.D. Unit 2, recorded in Book 9539, Page 5, on December 16, 1997, in the land records of Bexar County, Texas, including but not limited to, the variable width all weather access, sanitary sewer, drainage, electric, gas, telephone & C.A.T.V. Easements with a 12 foot paved, gravel, or better road not to be blocked or fenced labeled as Lot 27 and Lot 28;
 - k. Permanent Variable Width Sanitary Sewer Easement, recorded in Book 11909, 994, on January 30, 2006, in the land records of Bexar County, Texas;
 - l. Wastewater Facilities Easement, recorded in Book 12132, Page, 952, on May 22, 2006, in the land records of Bexar County, Texas;
 - m. Irrigation Water Supply Agreement, recorded in Book 12132, Page 990, on May 22, 2006, in the land records of Bexar County, Texas;
 - n. Wastewater line Easement, recorded in Book 12972, Page 1237, on July 5, 2007, in the land records of Bexar County, Texas; and
 - o. Wastewater Easement Agreement, recorded in Book 17188, Page 426, on April 17, 2015, in the land records of Bexar County, Texas.
 - D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.
- 2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Texas.
- 3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably

necessary to effectuate the Purchase Agreement, the Special Warranty Deed, the Bill of Sale and Assignment and Assumption Agreement and this Assignment.

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

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

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

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

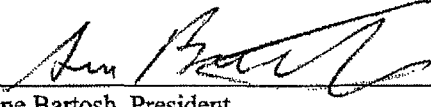
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

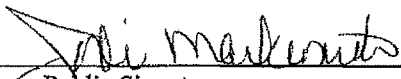
LEON SPRINGS UTILITY COMPANY, a
Texas corporation

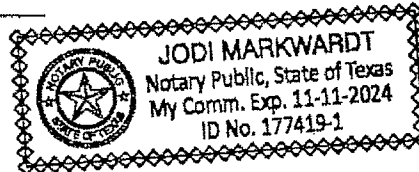
By: 
Gene Bartosh, President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me this 25 day of February, 2022, by GENE BARTOSH, President of LEON SPRINGS UTILITY COMPANY, a Texas corporation, on behalf of said limited liability company.


Notary Public Signature
State of Texas



ASSIGNEE:

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

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

By: _____
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 28th day of February, 2022, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

Amber N. Pierce
Notary Public Signature
State of Missouri

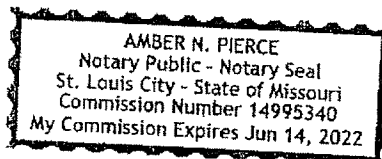


EXHIBIT A
Service Area

The area served is approximately 17.5 miles northwest of the City of San Antonio, Texas, located in the J.M. Arocha Survey (A-27), the L. Colquhoun Survey (A-133), the City of San Antonio Survey (A-178), the A. Gugger Survey (A-284), the J.H. Gibson Surveys (A-300 & A-301), the J.W. Smith Survey (A-708), the M. Tarin Survey (A-742), the P. Toepperwein Survey (A-765), the C. Schasse Survey (A-1024) and the A. Liebe Survey (A-1219), in Bexar County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 28, Block 22 of The Vineyard Estates At The Dominion P.U.D. Unit 2 Subdivision, per plat recorded in Volume 9539, Pages 4-7 of the Bexar County Plat Records;

THENCE, the following one-hundred sixty-seven (167) courses:

South 08° 26' 03" East for a distance of 34.98 feet to a point;
South 00° 52' 06" East for a distance of 292.94 feet to a point;
South 01° 40' 11" East for a distance of 185.68 feet to a point;
South 01° 21' 53" East for a distance of 128.55 feet to a point;
South 01° 09' 03" East for a distance of 170.76 feet to a point;
South 01° 25' 48" East for a distance of 350.21 feet to a point;
South 01° 08' 39" East for a distance of 172.33 feet to a point;
South 01° 23' 40" East for a distance of 214.88 feet to a point;
South 01° 38' 13" East for a distance of 226.16 feet to a point;
South 01° 15' 35" East for a distance of 209.69 feet to a point;
South 00° 37' 16" East for a distance of 198.34 feet to a point;
South 02° 11' 58" East for a distance of 248.05 feet to a point;
South 01° 04' 10" East for a distance of 204.17 feet to a point;
South 00° 27' 01" East for a distance of 231.53 feet to a point;
South 01° 35' 35" West for a distance of 255.03 feet to a point;
South 01° 31' 23" West for a distance of 155.76 feet to a point;
South 01° 50' 09" West for a distance of 117.96 feet to a point;
South 01° 20' 39" West for a distance of 164.16 feet to a point;
South 01° 28' 44" West for a distance of 122.04 feet to a point;
South 01° 48' 45" West for a distance of 288.36 feet to a point;
South 00° 59' 34" West for a distance of 61.70 feet to a point;
South 01° 45' 19" West for a distance of 139.75 feet to a point;
South 01° 35' 22" West for a distance of 379.67 feet to a point;
South 03° 11' 46" West for a distance of 20.43 feet to a point;
South 00° 13' 35" West for a distance of 236.34 feet to a point;
South 02° 39' 58" West for a distance of 121.86 feet to a point;
South 02° 40' 16" West for a distance of 290.92 feet to a point;
South 01° 14' 39" West for a distance of 162.59 feet to a point;
South 01° 34' 00" West for a distance of 133.14 feet to a point;
South 02° 08' 31" West for a distance of 106.46 feet to a point;
South 02° 14' 47" West for a distance of 171.19 feet to a point;
South 01° 52' 10" West for a distance of 17.48 feet to a point;
South 04° 26' 31" West for a distance of 98.79 feet to a point;
South 01° 41' 50" West for a distance of 145.51 feet to a point;
South 00° 25' 57" West for a distance of 169.52 feet to a point;
South 00° 39' 42" East for a distance of 373.95 feet to a point;
South 01° 22' 03" East for a distance of 426.90 feet to a point;
South 89° 19' 32" East for a distance of 146.29 feet to a point;

North 89° 48' 37" East for a distance of 475.21 feet to a point;
South 89° 57' 13" East for a distance of 1,076.55 feet to a point;
North 89° 10' 54" East for a distance of 859.44 feet to a point;
North 89° 53' 32" East for a distance of 574.12 feet to a point;
South 00° 13' 17" East for a distance of 2,130.19 feet to a point;
North 89° 51' 27" East for a distance of 2,130.08 feet to a point;
South 00° 09' 29" West for a distance of 1,727.37 feet to a point;
North 37° 46' 46" West for a distance of 154.14 feet to a point;
North 65° 53' 03" West for a distance of 144.20 feet to a point;
North 70° 22' 51" West for a distance of 196.36 feet to a point;
South 89° 00' 06" West for a distance of 178.51 feet to a point;
North 73° 41' 02" West for a distance of 236.85 feet to a point;
North 74° 10' 38" West for a distance of 138.01 feet to a point;
South 62° 24' 00" West for a distance of 267.86 feet to a point;
South 83° 11' 53" West for a distance of 206.00 feet to a point;
South 68° 18' 33" West for a distance of 142.16 feet to a point;
South 61° 29' 28" West for a distance of 118.81 feet to a point;
South 54° 31' 51" West for a distance of 205.77 feet to a point;
South 66° 19' 12" West for a distance of 149.42 feet to a point;
South 55° 07' 47" West for a distance of 96.97 feet to a point;
South 47° 24' 22" West for a distance of 207.73 feet to a point;
South 57° 20' 46" West for a distance of 243.66 feet to a point;
South 74° 01' 52" West for a distance of 144.11 feet to a point;
South 63° 58' 23" West for a distance of 56.74 feet to a point;
South 49° 44' 50" West for a distance of 59.35 feet to a point;
South 39° 40' 34" West for a distance of 80.25 feet to a point;
South 23° 48' 39" West for a distance of 125.05 feet to a point;
South 41° 48' 15" West for a distance of 204.46 feet to a point;
North 33° 37' 50" West for a distance of 560.27 feet to a point;
North 45° 48' 18" West for a distance of 304.62 feet to a point;
North 41° 31' 41" West for a distance of 289.21 feet to a point;
North 00° 38' 29" East for a distance of 421.39 feet to a point;
North 00° 56' 16" East for a distance of 444.15 feet to a point;
North 88° 27' 51" West for a distance of 763.97 feet to a point;
South 01° 13' 38" West for a distance of 1,655.91 feet to a point;
North 89° 58' 35" West for a distance of 1,009.49 feet to a point;
South 88° 28' 21" West for a distance of 1,219.57 feet to a point;
North 89° 34' 19" West for a distance of 288.47 feet to a point;
North 31° 57' 33" West for a distance of 1,001.60 feet to a point;
North 58° 04' 08" East for a distance of 48.78 feet to a point;
North 30° 16' 03" West for a distance of 1,218.46 feet to a point;
North 30° 31' 16" West for a distance of 1,218.48 feet to a point;
South 56° 03' 02" West for a distance of 29.44 feet to a point;
North 32° 02' 10" West for a distance of 298.65 feet to a point;
North 49° 16' 13" East for a distance of 29.35 feet to a point;
North 31° 46' 19" West for a distance of 328.18 feet to a point;
South 61° 55' 32" West for a distance of 30.60 feet to a point;
North 32° 02' 23" West for a distance of 895.79 feet to a point;
North 28° 40' 19" West for a distance of 258.74 feet to a point;
North 35° 50' 38" West for a distance of 62.36 feet to a point;
North 30° 54' 54" West for a distance of 57.83 feet to a point;
North 30° 21' 40" West for a distance of 89.28 feet to a point;
North 28° 37' 26" West for a distance of 67.72 feet to a point;

North 27° 14' 46" West for a distance of 67.72 feet to a point;
North 25° 07' 19" West for a distance of 140.88 feet to a point;
North 21° 44' 28" West for a distance of 191.26 feet to a point;
North 18° 38' 02" West for a distance of 105.63 feet to a point;
North 17° 40' 13" West for a distance of 188.42 feet to a point;
North 17° 40' 05" West for a distance of 1,496.04 feet to a point;
North 17° 33' 41" West for a distance of 251.12 feet to a point;
North 16° 12' 52" West for a distance of 792.89 feet to a point;
North 17° 59' 16" West for a distance of 601.89 feet to a point;
South 89° 56' 25" West for a distance of 39.94 feet to a point;
South 88° 25' 29" West for a distance of 82.34 feet to a point;
North 16° 41' 52" West for a distance of 175.92 feet to a point;
North 17° 41' 22" West for a distance of 280.33 feet to a point;
North 19° 12' 22" West for a distance of 280.43 feet to a point;
North 21° 37' 06" West for a distance of 163.66 feet to a point;
North 23° 03' 30" West for a distance of 163.66 feet to a point;
North 23° 57' 48" West for a distance of 724.68 feet to a point;
North 23° 57' 30" West for a distance of 65.00 feet to a point;
North 23° 57' 28" West for a distance of 149.26 feet to a point;
North 23° 56' 18" West for a distance of 313.15 feet to a point;
North 23° 57' 24" West for a distance of 203.53 feet to a point;
North 23° 57' 32" West for a distance of 156.94 feet to a point;
North 23° 59' 26" West for a distance of 117.39 feet to a point;
North 23° 57' 25" West for a distance of 1,139.86 feet to a point;
North 39° 19' 48" East for a distance of 462.06 feet to a point;
North 40° 30' 50" East for a distance of 277.33 feet to a point;
North 39° 18' 23" East for a distance of 79.16 feet to a point;
North 39° 37' 52" East for a distance of 220.02 feet to a point;
North 39° 38' 57" East for a distance of 59.93 feet to a point;
North 16° 54' 48" East for a distance of 33.53 feet to a point;
North 16° 54' 55" East for a distance of 62.92 feet to a point;
North 10° 48' 39" East for a distance of 19.36 feet to a point;
North 10° 48' 38" East for a distance of 190.81 feet to a point;
North 89° 50' 26" East for a distance of 30.56 feet to a point;
North 89° 50' 34" East for a distance of 166.40 feet to a point;
North 89° 50' 29" East for a distance of 80.01 feet to a point;
North 89° 50' 35" East for a distance of 80.01 feet to a point;
North 89° 50' 29" East for a distance of 80.01 feet to a point;
North 89° 50' 33" East for a distance of 77.16 feet to a point;
North 89° 50' 30" East for a distance of 163.92 feet to a point;
North 89° 50' 34" East for a distance of 80.75 feet to a point;
North 89° 43' 53" East for a distance of 79.48 feet to a point;
North 89° 57' 22" East for a distance of 77.46 feet to a point;
North 89° 50' 31" East for a distance of 82.10 feet to a point;
North 89° 50' 33" East for a distance of 86.28 feet to a point;
North 89° 01' 38" East for a distance of 92.63 feet to a point;
North 00° 05' 33" East for a distance of 238.64 feet to a point;
South 89° 58' 57" East for a distance of 299.95 feet to a point;
South 00° 05' 33" West for a distance of 194.73 feet to a point;
North 89° 59' 12" East for a distance of 30.90 feet to a point;
South 89° 49' 22" East for a distance of 180.73 feet to a point;
North 89° 53' 40" East for a distance of 71.99 feet to a point;
North 89° 46' 48" East for a distance of 242.36 feet to a point;

North 89° 59' 46" East for a distance of 86.16 feet to a point;
South 89° 46' 18" East for a distance of 92.59 feet to a point;
North 89° 59' 19" East for a distance of 220.11 feet to a point;
North 89° 59' 16" East for a distance of 90.78 feet to a point;
North 89° 59' 19" East for a distance of 90.78 feet to a point;
North 89° 59' 13" East for a distance of 90.78 feet to a point;
North 89° 59' 19" East for a distance of 90.78 feet to a point;
North 89° 59' 18" East for a distance of 118.45 feet to a point;
South 00° 04' 11" West for a distance of 403.92 feet to a point;
North 89° 43' 01" East for a distance of 597.51 feet to a point;
North 89° 56' 53" East for a distance of 207.73 feet to a point;
North 89° 46' 33" East for a distance of 411.53 feet to a point;
South 00° 48' 25" West for a distance of 360.61 feet to a point;
South 00° 25' 17" East for a distance of 265.33 feet to a point;
South 00° 21' 21" East for a distance of 296.13 feet to a point;
South 01° 24' 33" East for a distance of 200.06 feet to a point;
South 89° 00' 20" East for a distance of 343.48 feet to a point;
South 89° 08' 54" East for a distance of 770.27 feet to a point;
South 88° 57' 38" East for a distance of 335.17 feet to a point;
South 88° 18' 01" East for a distance of 372.23 feet to a point;
South 89° 44' 10" East for a distance of 154.05 feet to a point;
South 89° 04' 20" East for a distance of 361.27 feet to a point;
South 88° 55' 16" East for a distance of 67.38 feet to the POINT OF BEGINNING, and containing
1,746.850 acres of land, more or less.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220050443
Recorded Date: February 28, 2022
Recorded Time: 3:57 PM
Total Pages: 12
Total Fees: \$66.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:
2/28/2022 3:57 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Bill of Sale and Assignment and Assumption Agreement

This Bill of Sale and Assignment and Assumption Agreement ("**Bill of Sale**") is executed by Leon Springs Utility Company, a Texas corporation ("**Seller**"), and by CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("**Buyer**") for and in consideration of the agreements set forth herein, and the sum of \$10 and other good and valuable consideration paid by Buyer to Seller.

Recitals

A. **Purchase and Sale Agreement.** Seller and Buyer entered into a Purchase and Sale Agreement (the "**Agreement**") pursuant to which Seller has conveyed to Buyer by Special Warranty Deed certain property described therein as the "**Immovable Property**", and this Bill of Sale and Assignment and Assumption Agreement is executed by Seller and Buyer in connection with the assignment by Seller to Buyer of the Assigned Property (as defined herein) "**As Is**" (as defined in the Agreement).

B. **Contracts.** Seller entered into Contracts, including the contracts listed in **Exhibit 2** (Recorded Contracts and Other Contracts) to this Bill of Sale, and other contracts (which contracts together with all other contracts entered into by Seller, and all extensions and amendments thereof are referred to herein as the "**Contracts**");

(1) **O&M Agreement.** The Property is currently being operated by Enriched Organics, LLC (the "**O&M Contractor**") pursuant to the Operations and Maintenance Agreement (which agreement together with all amendments thereto, the "**O&M Agreement**").

(2) **Dominion Agreements.** Seller entered into the following agreements (which agreements together with all amendments thereto, the "**Dominion Agreements**") with The Dominion Acquisition Group, L.P. (the "**Dominion**"): (a) an Irrigation Water Supply Agreement recorded under Doc. No. 20060117276, Official Public Records, Bexar County, Texas (the "**Irrigation Water Supply Contract**"), with The Dominion Acquisition Group, L.P. to provide the Dominion, its successors and assigns, with reclaimed water from the Facility to be used for irrigation of a golf course operated by the Dominion; and (b) Wastewater Facilities Easement dated May 19, 2006 executed by The Dominion Acquisition Group, L.P., as Grantor, for the benefit of Leon Springs Utility Company, recorded at Bexar County Clerk's Doc. No. 2006-0117275, Official Public Records, Bexar County, Texas (the "**Dominion Wastewater Facilities Easement**").

(3) **Railroad's Private Road License.** Seller and Southern Pacific Transportation Company entered into the Private Roadway Agreement dated January 2, 1988 licensing access across the Railroad's track and property (the "**Railroad's Private Road License**").

(4) **TMI Agreements.** Seller committed to provide sewer service to the Texas Military Institute ("**TMI**") by letter dated March 6, 1987 (the "**TMI Sewer Service Commitment**") and the Contract Concerning Use and Enjoyment of Public Utility Easement dated September 30, 1988 executed by Leon Springs Utility Company and the Texas Military Institute of San Antonio recorded at Bexar County Clerk's Document No. 1652169 and in Volume 4413, Page 1182, Deed or Real Property Records, Bexar County, Texas ("**TMI Contract**") (collectively, the "**TMI Agreements**").

C. **Management Agreement.** INTCO-Dominion Partnership ("**INTCO-Dominion**") developed a portion of the property served by Seller, and the Property is managed by INTCO Development of Texas, Inc., a Texas corporation ("**INTCO Development**") pursuant to a management agreement between Seller and INTCO Development (the "**Management Agreement**"). INTCO-Dominion, INTCO Development and all affiliates and subsidiaries of either of these entities are collectively referred to herein as "**INTCO**".

Agreement

1. **Purchase and Sale.** Seller has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Buyer and to its successors and assigns, Seller's right,

title and interest in and to the following property pursuant to the Purchase and Sale Agreement ("**Agreement**") between Seller and Buyer to Buyer As Is (as defined in the Agreement) (the "**Assigned Property**"):

(a) **Movable Property.** All movable property and intangible property used in connection with the ownership and/or operation of the Immovable Property

(b) **Contracts.** Seller's rights under the Contracts.

(c) **Approvals.** To the extent assignable without expense to Seller other than as set out in Section 5.02 (Closing Costs and Prorations) of the Agreement, any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, county, municipal, or other governmental or quasi-governmental agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning heretofore or hereafter held by or granted to Seller ("**Approvals**").

d. **Claims.** To the extent assignable without expense to Seller other than as set out in Section 5.02 (Closing Costs and Prorations) of the Agreement, all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities (other than the Exculpated Persons as defined in the Agreement) as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the effective date of this Bill of Sale (collectively, the "**Claims**").

e. **Other Property.** To the extent assignable without expense to Seller other than as set out in Section 5.02 (Closing Costs and Prorations) of the Agreement, any other property used and/or useful in the operation of the System that is owned by Seller (the "**Other Property**")

2. **Special Warranty of Title.** Seller does hereby binds Seller and Seller's successors to WARRANT AND FOREVER DEFEND all and singular the Assigned Property unto said Buyer and Buyer's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Seller, but not otherwise, subject to the Exceptions in the Deed executed by Seller to Buyer as to the Property (the "**Special Warranty of Title**").

3. **Liability Assumption, Release and Indemnity.** Attached hereto as an **EXHIBIT** (Liability Assumption, Release and Indemnity), which is incorporated herein as part of this Bill of Sale.

4. **Exculpated Persons.** NOTWITHSTANDING ANY PROVISION IN THE AGREEMENT, THIS BILL OF SALE OR IN THE OTHER CLOSING DOCUMENTS TO THE CONTRARY, IT IS AGREED AND UNDERSTOOD THAT BUYER SHALL LOOK SOLELY TO THE ASSETS OF SELLER IN THE EVENT OF ANY BREACH OR DEFAULT BY SELLER UNDER THIS BILL OF SALE OR MISREPRESENTATION OR BREACH OF WARRANTY OF SELLER OR BY AN EXCULPATED PERSON, AND NOT TO THE ASSETS OF ANY OF THE FOLLOWING PERSONS (THE "**EXCULPATED PERSONS**"): (1) ANY PERSON OR ENTITY WHICH OWNS OR HOLDS ANY OWNERSHIP INTEREST IN SELLER, DIRECTLY OR INDIRECTLY (EACH SUCH PARTNER OR OTHER HOLDER OR OWNER OF ANY INTEREST IN SELLER BEING REFERRED TO HEREIN AS A "**SUBTIER OWNER**"); (2) ANY PERSON OR ENTITY WHICH IS A PARTNER IN OR OTHERWISE OWNS OR HOLDS ANY OWNERSHIP INTEREST IN ANY SUBTIER OWNER, WHETHER DIRECTLY OR INDIRECTLY; (3) ANY PERSON OR ENTITY SERVING AS AN OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, OR OTHERWISE FOR OR IN SELLER; (4) ANY PERSON OR ENTITY SERVING AS AN OFFICER, DIRECTOR, EMPLOYEE AGENT, CONSULTANT, OR OTHERWISE FOR OR IN ANY SUBTIER OWNER; (5) INTOCO AND ANY PERSON OR ENTITY WHICH IS A PARTNER IN OR OTHERWISE OWNS OR HOLDS ANY OWNERSHIP INTEREST IN INTOCO, WHETHER DIRECTLY OR INDIRECTLY; AND (6) ERNEST H. HUI, KANE J. HUI AND GENE BARTOSH.

Executed on the date set forth in the acknowledgment attached hereto to be effective as of the 28th day of February, 2022. This document may be executed in counterparts. The signatures to this instrument may be executed on separate pages and when attached to this instrument shall constitute one complete document.

[Signature Pages to Follow]

SELLER:

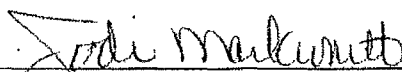
LEON SPRINGS UTILITY COMPANY, INC., a Texas corporation

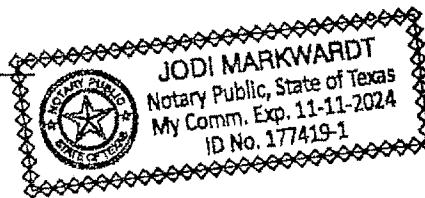
By: 
Gene Bartosh, President

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me this 25th day of February, 2022, by GENE BARTOSH, President of LEON SPRINGS UTILITY COMPANY, a Texas corporation, on behalf of said corporation.

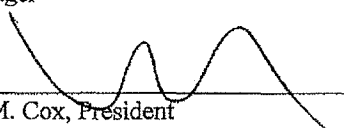

Notary Public, State of Texas



BUYER:

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

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

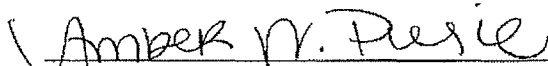
By: 

Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 28th day of February, 2022, by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., the Manager of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC., a Texas limited liability company, on behalf of said companies.



Notary Public, State of Missouri

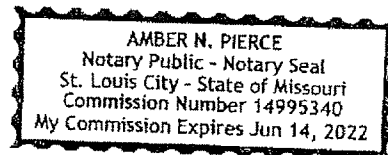


Exhibit 1 to Bill of Sale, Assignment and Assumption Agreement

1. **LIABILITY ASSUMPTION, RELEASE and INDEMNITY.** To the extent enforceable, Buyer agrees to the following (the "**Covenants**"):

a. **LIABILITY ASSUMPTION.** BUYER EXPRESSLY AGREES AS FOLLOWS (THE "**LIABILITY ASSUMPTION**"): (1) BUYER ASSUMES RESPONSIBILITY FOR AND WILL PROVIDE FINANCIAL SUPPORT SUFFICIENT TO EXPAND THE SYSTEM AS AND WHEN APPROPRIATE; (2) BUYER AGREES TO PERFORM AND SATISFY ALL REQUIREMENTS OF ALL CONTRACTS, LAWS AND REGULATIONS APPLICABLE TO THE PROPERTY, INCLUDING THE TEXAS WATER CODE, THE REGULATIONS OF THE PUBLIC UTILITIES COMMISSION OF TEXAS, AND ENVIRONMENTAL LAW APPLICABLE TO THE PROPERTY ("**APPLICABLE LAW**"), INCLUDING REMEDIATING THE PROPERTY AS TO ANY CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIALS, INCLUDING CONTAMINATION OR PROSPECTIVE CONTAMINATION AS INDICATED BY ANY ENVIRONMENTAL REPORTS OBTAINED BY BUYER, AND (3) BUYER ASSUMES ANY AND ALL ENVIRONMENTAL LIABILITY OF SELLER, ITS PARTNERS AND THEIR PRINCIPALS, MANAGERS, OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND EXCULPATED PERSONS (AS DEFINED IN THE AGREEMENT) (COLLECTIVELY, THE "**PROTECTED PERSONS**") FOR AND WITH RESPECT TO THE PROPERTY OR ARISING OUT OF THE PROPERTY, OR BOTH, WHETHER STATUTORY, CONTRACTUAL, STRICT LIABILITY OR TORTIOUS, AND WHETHER TO A GOVERNMENTAL AGENCY, A PRIVATE ENTITY OR OTHERWISE TO THE EXTENT SUCH LIABILITY WAS INCURRED IN THE ORDINARY SCOPE OF SELLER'S BUSINESS OF OPERATING A UTILITY SYSTEM. IT IS THE INTENT OF THE SELLER AND BUYER FOR BUYER TO UNDERTAKE ALL OF EACH PROTECTED PERSON'S RESPONSIBILITY FOR THE PERFORMANCE OF ALL REQUIREMENTS OF APPLICABLE LAWS.

b. **LIABILITY RELEASE.** EXCEPT TO THE EXTENT OF SELLER'S INDEMNITY SET OUT IN SECTION 4.04 (INDEMNIFICATION) OF THE PURCHASE AND SALE AGREEMENT BETWEEN SELLER AND BUYER, BUYER, AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, INCLUDING BUT NOT LIMITED TO IT AS OWNER OF THE PROPERTY OR ANY OTHER PROPERTIES, HEREBY WAIVES, RELINQUISHES AND RELEASES ITS RIGHT TO RECOVER FROM AND FULLY AND IRREVOCABLY WAIVES AND RELEASES THE PROTECTED PERSONS FROM THE FOLLOWING (THE "**LIABILITY RELEASE**"): (1) ANY AND ALL CLAIMS AGAINST A PROTECTED PERSON, RESPONSIBILITY AND LIABILITY THAT ANY OF THEM MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST A PROTECTED PERSON FOR ANY CLAIMS, COSTS, EXPENSES, DAMAGES, LOSSES, OR LIABILITY ARISING FROM OR RELATED TO APPLICABLE LAWS ("**APPLICABLE LAW LIABILITY**"), INCLUDING THE CONTAMINATION OF THE PROPERTY (INCLUDING WITHOUT LIMITATION THE PRESENCE IN THE SOIL, SOIL GAS, AIR, STRUCTURES, OR SURFACE OR SUBSURFACE WATERS OF MATERIALS OR SUBSTANCES THAT HAVE BEEN, ARE OR MAY IN THE FUTURE BE DETERMINED TO BE TOXIC, HAZARDOUS, OR SUBJECT TO REGULATION AND THAT MAY NEED TO BE SPECIALLY TREATED, HANDLED OR REMOVED FROM THE PROPERTY UNDER CURRENT OR FUTURE FEDERAL, STATE AND LOCAL LAWS REGULATIONS OR GUIDELINES), INCLUDING BY HAZARDOUS MATERIALS ("**ENVIRONMENTAL LIABILITY**"); AND (2) FOR CONTRIBUTION OR INDEMNITY WITH RESPECT TO THE CONDITION OF THE PROPERTY WHETHER ARISING UNDER ENVIRONMENTAL LAW, COMMON LAW OR OTHERWISE. THIS LIABILITY RELEASE INCLUDES PROTECTED PERSON'S NEGLIGENCE OR CLAIMS AGAINST A PROTECTED PERSON, OR BOTH, OF WHICH BUYER IS PRESENTLY AWARE OR UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S WAIVER AND RELEASE OF THE PROTECTED PERSONS; AND INCLUDES THE FOLLOWING COVENANT: BUYER COVENANTS NOT TO SUE ANY OR ALL OF THE PROTECTED PERSONS FOR APPLICABLE LAW LIABILITY.

c. **LIABILITY INDEMNITY.** EXCEPT TO THE EXTENT OF SELLER'S INDEMNITY SET OUT IN SECTION 4.04 (INDEMNIFICATION) OF THE PURCHASE AND SALE AGREEMENT BETWEEN SELLER AND BUYER, BUYER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE PROTECTED PERSONS FROM AND AGAINST THE FOLLOWING (THE "**LIABILITY INDEMNITY**"): ALL CLAIMS AGAINST A PROTECTED PERSON ARISING OUT OF APPLICABLE LAW LIABILITY THAT ACCRUED OR RESULTED FROM ACTS THAT OCCURRED AFTER THE CLOSING, BUT HEREBY EXCLUDING ANY SUCH CLAIMS OR ACTS THAT ACCRUED OR RESULTED FROM ACTS THAT OCCURRED PRIOR TO THE CLOSING (EXCEPTING THEREFROM ACTS OF BUYER OR BUYER'S AGENTS OR CONTRACTORS THAT OCCURRED PRIOR TO CLOSING, IF ANY), INCLUDING WITHOUT LIMITATION (A) THE FAILURE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OF BUYER OR ITS SUCCESSORS, ASSIGNS, AGENTS OR CONTRACTORS (A "**BUYER-RELATED PERSON**") TO COMPLY WITH APPLICABLE LAW; OR (B) THE RELEASE OR DISTURBANCE OF HAZARDOUS MATERIALS; OR (C) ANY ALLEGATION OF IMPROPER MANAGEMENT, REMEDIATION OR DISPOSAL OF HAZARDOUS MATERIALS IN CONNECTION WITH EACH PROTECTED PERSON'S OR BUYER'S OR BUYER'S-RELATED PERSON'S OPERATIONS, ACTIONS OR INACTIONS, OR STRICT LIABILITY.

d. **Definitions.**

(1) **Claims.** "*Claims Against a Protected Person*" means any and all costs, expenses, damages, losses, liability, demand, action or cause of action, including court costs, attorneys' fees and consultants' fees, alleged against a Protected Person.

(2) **Environmental Law.** "*Environmental Law*" means any federal, state or local law, statute, ordinance, rule, regulation or legal requirement in effect at the Effective Date pertaining to (a) the protection of health, safety, or the environment; (b) the conservation, management, protection, or use of natural resources and wildlife; (c) the protection or use of source water and groundwater; (d) the management, manufacture, possession, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Materials; or (e) pollution (including any release to air, land, surface water and groundwater), and includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.*, the Solid Waste Disposal Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Clean Air Act of 1966, as amended, 42 U.S.C. 7401 *et seq.*, Toxic Substances Control Act of 1976, 15 USC 2601 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 *et seq.*, the Oil Pollution Act of 1990, 33 U.S.C. 2701 *et seq.*, the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. 11001 *et seq.*, the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300(f) *et seq.*, together with state counterparts, including without limitation the Texas Water Code including the Texas Water Code Subchapter I, Underground and Aboveground Storage Tanks, §§ 26.341 *et seq.*; the Texas Solid Waste Disposal Act, the Texas Health & Safety Code §§ 361.001 *et seq.*, and any comparable, implementing or successor law, and any amendment, rule, regulation, order or directive, issued thereunder.

(3) **Hazardous Materials.** "*Hazardous Materials*" means (a) any hazardous waste, hazardous substance, toxic pollutant, hazardous air pollutant or hazardous chemical (as any such terms may be defined under, or for the purpose of, any Environmental Law), (b) asbestos, (c) polychlorinated biphenyls, (d) petroleum or petroleum products, including without limitation contamination, fuel-related waste and materials from exploration and production of petroleum hydrocarbons and natural gas, (e) any substance the presence of which on the Property is prohibited under any Environmental Law or which requires or may require special handling or notification of or reporting under Environmental Law as to its generation use, handling, collection, treatment, storage, recycling, transportation, corrective action, remediation, removal, discharge or disposal.

2. **Covenants Running with the Land.** The Liability Assumption, the Liability Release and the Liability Indemnity are referred to herein as the Covenants. The Protected Persons reserve an easement unto itself, its successors and assigns, for reasonable access to the Property, to comply with the obligations of each of the Protected Persons under Applicable Law. The Covenants are appurtenant to and run with the land, and shall be binding and enforceable against Buyer (including its successors and assigns) and all parties having any right, title or interest in the Property, now or hereafter, and their respective heirs, successors and assigns, each and all of which are hereby included within the term "Buyer" as used in this Agreement; and shall inure to the benefit of the Protected Persons including Seller, and its successors and assigns. Buyer, on behalf of itself and its grantee's heirs, successors and assigns, agrees that the Covenants shall be incorporated into the deed by reference as covenants binding on the grantee, and obligating the grantee to include the Covenants as binding on its grantee, and the grantee's heirs, successors and assigns, and continuing as to each grantee thereafter to include in its deed to its grantee the Covenants as binding on it, and its heirs, successors and assigns. Notwithstanding the foregoing, any person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property shall be deemed to have consented and agreed to this Agreement and obligated for the payment and performance of the Covenants, whether or not any reference to this Agreement is contained in the instrument by which such person acquired any right, title or interest in the Property. If in order for the Covenants to be enforceable as covenants running with the land, enforcement is required by applicable law to be limited to a specified period of time or a reasonable period of time, enforcement of the Covenants is limited to 10 years from the effective date of this Agreement or such other period as is required by applicable law and in any event terminates 20 years from the effective date of this Agreement.

3. **Miscellaneous.**

a. **Attorneys' Fees.** In the event it becomes necessary for a Protected Person to file suit to enforce this Agreement or any provision contained herein, if it is the party prevailing in such suit, it shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorneys' fees incurred in such suit.

b. **Venue; Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PERSON TO WHICH THE COVENANTS APPLY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ("**PROCEEDING**"). EACH SUCH PERSON ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. ANY PROCEEDING ARISING OUT OF OR BASED ON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED ONLY IN THE FEDERAL OR STATE COURTS WITHIN BEXAR COUNTY, TEXAS. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND WAIVES ANY OBJECTION IT MAY HAVE NOW OR HEREAFTER TO THE LAYING OF VENUE IN SUCH COURTS FOR ANY PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY PROCEEDING BROUGHT IN ANY SUCH COURT.

c. **Waiver.** Any failure by a Protected Person to insist or election by a Protected Person not to insist upon strict performance by Buyer of any of the terms of this Agreement will not be deemed to be a waiver of those terms or of any other term hereof, and such party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms hereof.

d. **Applicable Law.** The construction and validity of this Agreement will be governed by the laws of the State of Texas.

Exhibit 2 to Bill of Sale

Recorded Contracts and Other Contracts

1. (a) Lease Agreement, dated October 30, 1984, between Leon Springs Utility Company and Advanced Media Communications, Inc.; (b) Assignment of Lessee's Interest in Lease dated November 1, 1993 executed by Advanced Media Communications, Inc. as Assignor and KBL Cablesystems of the Southwest, Inc. as Assignee, recorded at Bexar County Clerk's Document No. 94-0046580 and in Volume 5998, Page 185, Official Public Records, Bexar County, Texas; and (c) the Consent of Landlord to Assignment of Lease dated October 27, 1993, executed by Leon Springs Utility Company, recorded at Bexar County Clerk's Document No. 94-0046581 and in Volume 5998, Page 195, Official Public Records, Bexar County, Texas.
2. (a) Public Utility Easement dated September 30, 1988 executed by FCC Holdings, Inc. as Grantor, and Leon Springs Utility Company, as Grantee, recorded at Bexar County Clerk's Document No. 1652166 and in Volume 4413, Page 1146, Deed or Real Property Records, Bexar County, Texas; and (b) Contract Concerning Use and Enjoyment of Public Utility Easement, dated September 30, 1988, executed by Leon Springs Utility Company and the Texas Military Institute of San Antonio, recorded at Bexar County Clerk's Document No. 1652169 and in Volume 4413, Page 1182, Deed or Real Property Records, Bexar County, Texas.
3. Sanitary Sewer Easement, dated November 1, 1993, executed by Fountains Lion, Inc., as Grantor, for the benefit of Leon Springs Utility Company, recorded at Bexar County Clerk's Document No. 93-2548006 and in Volume 5850, Page 508, Official Public Records of Real Property, Bexar County, Texas.
4. Sanitary Sewer Easement, dated January 25, 1994, executed by Resolution Trust Corporation as Receiver for San Antonio Savings Association, F.A., as Grantor, for the benefit of Leon Springs Utility Company recorded at Bexar County Clerk's Document No. 94-0016542 and in Volume 5945, Page 603, Official Public Records of Real Property, Bexar County, Texas.
5. Encroachment Agreement, dated February 22, 2001, executed by Leon Springs Utility Company as Easement Owner and Harvey Mabry and Marjorie Mabry as Lot 47 Owners, recorded at Bexar County Clerk's Doc. No. 2001-0031893 and in Book 8761, Page 302, Official Public Records, Bexar County, Texas.
6. Consent to Encroachment Agreement, dated February 27, 2002, executed by Burdick Homes, Ltd. and Leon Springs Utility Company, recorded at Bexar County Clerk's Doc. No. 2002-0275064 and in Volume 9284, Page 956, Official Public Records, Bexar County, Texas.
7. Consent to Encroachment Agreement, dated April 3, 2002, executed by James Paulette Harkness and Leon Springs Utility Company, recorded at Bexar County Clerk's Doc. No. 2002-0350705 and in Volume 9432, Page 19, Official Public Records, Bexar County, Texas.
8. Encroachment Agreement, dated February 5, 2007, executed by Leon Springs Utility Company, as Easement Owner, and Ivan and Anna Zorrilla, as Lot Owner, recorded at Bexar County Clerk's Doc. No. 2012-0127821 and in Volume 12778, Page 596, Official Public Records, Bexar County, Texas.
9. Wastewaterline Agreement, dated July 3, 2007, executed by Intco-Dominion Partnership, as Grantor, for the benefit of Leon Springs Utility Company, recorded at Bexar County Clerk's Doc. No. 2007-0155499, Official Public Records, Bexar County, Texas.
10. Agreement Regarding Disposal of Treated Effluent By Irrigations, dated May 21, 1996, executed by Leon Springs Utility Company and Intco-Dominion Partnership, recorded at Bexar County Clerk's Doc. No. 96-0076324, Official Public Records, Bexar County Texas.

11. Encroachment Agreement, dated June 18, 2012, executed by Leon Springs Utility Company as Easement Owner, and Arthur C. Burdick, Jr. as Lot Owner, recorded at Bexar County Clerk's Doc. No. 2007-0073148 and in Volume 12778, Page 596, Official Public Records, Bexar County, Texas.

"Recorded Contracts" also includes all easements for the benefit of Seller or agreements binding on Seller recorded with the Bexar County Clerk for public record.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220050444
Recorded Date: February 28, 2022
Recorded Time: 3:57 PM
Total Pages: 11
Total Fees: \$62.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on:
2/28/2022 3:57 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk