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DOCKET NO. 52661

APPLICATION OF TRI-COUNTY	§	
POINT PROPERTY OWNERS	§	
ASSOCIATION AND CSWR-TEXAS	§	PUBLIC UTILITY COMMISSION
UTILITY OPERATING COMPANY,	§	
LLC FOR SALE, TRANSFER, OR	§	OF TEXAS
MERGER OF FACILITIES AND	§	
CERTIFICATE RIGHTS IN CALHOUN	§	
AND JACKSON 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. 6, issued on May 24, 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 of 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 August 3, 2022.
3. There are no outstanding customer deposits associated with this water and sewer systems.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 6.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 6, 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.
1630 Des Peres Rd., Suite 140
St. Louis, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)



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

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of August 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.


Wendy K. Harvel

AFTER RECORDING, RETURN TO:
ATTN: CARRIE MAYES
MISSION TITLE, LP
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

GENERAL ASSIGNMENT

THE STATE OF TEXAS §
 §
COUNTY OF JACKSON §

KNOW ALL MEN BY THESE PRESENTS: THAT

This General Assignment ("Assignment") is executed to be effective as of the 30 day of August, 2022, by TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION ("Assignor"), in favor of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Jackson County, Texas and described in a Deed of Easement, dated on today's date, between the parties, which is incorporated herein by reference, together with a Bill of Sale for the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property as referenced in the Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated June 5, 2020, as Amended on August 4, 2022, by and between Assignor, as seller, and Assignee or its affiliate, as buyer (the "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 Jackson County, Texas (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights 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 relating to the System only.

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

WHEREAS, Assignee is aware of, acknowledges, understands and accepts that Boca Chica Subdivision, Section One and Section Two do not have sewer service.

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"); provided, however, with the sole exception of the exclusive easements conveyed in the Deed of Easement, all Easements assigned and/or transferred to Assignee herein are non-exclusive and Assignor retains all of its rights, power and authority regarding any and all such Easements.

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, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System; provided, however, with the sole exception of the exclusive easements conveyed in the Deed of Easement, all Easements assigned and/or transferred to Assignee herein are non-exclusive and Assignor retains all of its rights, power and authority regarding any and all such Easements;
- B. All of Assignor's right, title and interest in and to 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 fixtures, machinery, supplies and other tangible items located in Jackson County, Texas, and used or held for use in connection with the System; but excluding any and all fixtures, machinery, supplies and other tangible items not used exclusively for 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 of 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, sewer and 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 System assets not described which are located in Jackson County, Texas, and used solely for the System, but specifically excluding customer deposits held by Assignor.
- C. Subject to 1(A) above, all of Assignor's right, title and interest in and to other System rights and interests, if any, as they relate to or are associated only with the System and held by or reserved by Assignor regarding solely the System in the following subdivision plats and/or by virtue of the following documents, but EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:
- a. All plats located within the area described on **EXHIBIT A**; and
 - 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.
- D. All of Assignor's rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees relating to the System only.

Notwithstanding any language or provision contained in this General Assignment whatsoever, with the sole exception of the exclusive easements conveyed in the Deed of Easement, all Easements, rights-of-way and other rights, title and interests assigned and/or transferred to Assignee herein are non-exclusive and Assignor retains all of its rights, power and authority regarding any and all such Easements, rights-of-way and other rights, title and interest. Further, this Assignment does not in any manner affect Assignor's rights, powers and authority as the property owners' association for Boca Chica Subdivision, Sections One (1) through Eight (8), inclusive. Additionally, this Assignment does not in any manner affect any of the Assignor's dedicatory instruments, including, but not limited to, the Declarations of Covenants, Conditions and Restrictions, or similar documents.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of ten (10) years prior to the date of this Assignment.

2. Assignor's Right of Reversion / Reversion of Easements and Easement Rights.

AFTER THE DATE OF THIS GENERAL ASSIGNMENT, IF THE ASSIGNEE OR ITS SUCCESSOR IN INTEREST CEASES TO USE AND OPERATE THE ASSIGNED RIGHTS, TITLE AND INTEREST FOR THE OPERATION OF THE WATER/SEWER SYSTEM FOR THE BENEFIT OF THE USERS OF THE SYSTEM, THEN ASSIGNOR SHALL NOTIFY ASSIGNEE, OR ITS SUCCESSOR IN INTEREST, OF SUCH BREACH DEMANDING THAT IT BE CORRECTED IN NO LESS THAN TEN (10) DAYS. IF ASSIGNEE, OR ITS SUCCESSOR IN INTEREST, FAILS TO CURE THE SAID BREACH, THEN ALL OF THE ASSIGNED RIGHTS, TITLE AND INTEREST DESCRIBED HEREIN SHALL REVERT TO THE ASSIGNOR AS THE SOLE AND RIGHTFUL OWNER OF ALL SUCH RIGHTS, TITLE AND INTEREST IN ORDER FOR ASSIGNOR TO IMMEDIATELY BEGIN THE OPERATION OF THE WATER/SEWER SYSTEM. THE DEED OF EASEMENT, AND THE BILL OF SALE TRANSFERRING THE WATER/SEWER SYSTEM ASSETS, SHALL ALSO INCLUDE THIS RIGHT OF REVERSION AS A CONDITION OF THE TRANSFER.

3. **"AS IS."** ASSIGNEE HAS INSPECTED THE CONDITION OF THE SYSTEM AND ACCEPTS SAME "AS IS" AND IN ITS EXISTING CONDITION, ASSIGNEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF ASSIGNOR REGARDING ANY ASPECT OF THE SYSTEM BUT IS RELYING ONLY ON ASSIGNEE'S OWN INSPECTION OF THE SYSTEM. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, INCLUDING THE SUITABILITY FOR ASSIGNEE'S NEEDS. ASSIGNOR SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE SYSTEM OR ANY PORTION THEREOF. ASSIGNOR SHALL NOT BE LIABLE TO ASSIGNEE OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE SYSTEM OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE SYSTEM, ASSIGNEE'S PROPERTY OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. ASSIGNOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE SYSTEM OR ANY ASSIGNED RIGHTS TITLE AND INTEREST.

4. Assignee's Duty to Repair: Should Assignee for any reason cause damage to any roads, easements, rights-of-way, Assignor's property or other property (e.g., when constructing improvements on or maintaining and repairing the System or any portion thereof), Assignee shall promptly repair the damaged area to substantially the same condition as it existed prior to the damage at Assignee's sole expense and subject to the Assignor's good faith acceptance of the repairs.

5. Assignee's Duty to Indemnify, Hold Harmless and Defend Assignor.

ASSIGNEE RELEASES, INDEMNIFIES AND HOLDS HARMLESS ASSIGNOR and its Directors, Officers, Committee members, employees, managers, agents, insurers, representatives, successors and assigns ("Indemnitees") from any and all liability or damage of any type, kind or nature resulting from Assignee's operation, maintenance, repair, replacement and/or work on the System (together referred to as "Assignee's operation of the System") and from any other act or omission of any kind relating to Assignee's operation of the System. Assignee's indemnification shall extend to any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of action, suits and costs and expenses incidental thereto (whether singular or plural, whether at law or in equity, whether in contract or in tort, and including costs of defense, settlement, court costs, reasonable attorney's fees and expert witness and consultation fees) (collectively the "Indemnitees' Claims"), caused in whole or in part by, or resulting in

any manner from, Assignee's operation of the System, whether or not caused by or resulting from the negligence of Assignee. The obligations of Assignee under this section shall apply to liabilities even if such liabilities are caused in whole or in part by the sole, joint or concurrent negligence, fault or strict liability of any Indemnitee(s), whether pre-dating this Agreement or not, and whether or not such sole or concurrent negligence, fault or strict liability was active or passive. Assignee agrees to defend at its own cost and to defend and hold harmless the Indemnitees from any and all liability, damages, losses, claims and expenses howsoever caused resulting directly or indirectly from or connected with the performance of Assignee operating the System, irrespective of whether such liability, damages, losses, claims and/or expenses are actually or allegedly, caused wholly or in part through the negligence or gross negligence of any Indemnitee(s). However, Assignee shall have no obligation herein to provide further indemnity, defend or to hold harmless Assignor either in whole or in part to the extent it is adjudicated that Assignor caused or contributed to the Indemnitees' Claims by actions taken after the Assignee begins its operations. The Indemnitees shall notify the Assignee of an Indemnitee Claim within a reasonable time of such Indemnitees becoming aware of a said claim in order for Assignee to investigate and defend the same without prejudice due to lack of notice.

6. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Texas.

7. 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 this Assignment relating to the System only.

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

9. 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.

10. 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.

11. 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.

12. 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:

**TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION
(a Texas nonprofit corporation)**

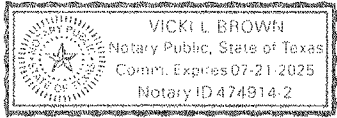
By: *Clint Hammonds*
CLINT HAMMONDS, President

THE STATE OF TEXAS §
Belton §
COUNTY OF JACKSON §

This instrument was acknowledged before me this *4th* day of *August*, 2022, by CLINT HAMMONDS, President of TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

Vicki L Brown
NOTARY PUBLIC IN AND FOR
THE 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 3 day of August, 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.

(SEAL)

NOTARY PUBLIC

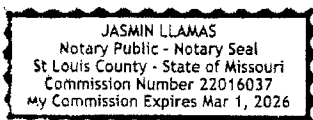


EXHIBIT A
Service Area

Tri-County System 2 (Boca Chica Section I) Service Area

The area served is approximately 24.7 miles southeast of the City of Edna, Texas, located in the John R. Wickham Survey (A-274), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 16, Block B of The Boca Chica Section I Subdivision, per plat recorded in Slide 156-A of the Jackson County Plat Records;

THENCE, the following fifteen (15) courses:

- 1) South 02° 00' 14" East for a distance of 1,660.19 feet to a point;
- 2) South 87° 21' 26" West for a distance of 144.88 feet to a point;
- 3) South 87° 19' 21" West for a distance of 89.83 feet to a point;
- 4) South 87° 21' 26" West for a distance of 772.18 feet to a point;
- 5) South 87° 25' 44" West for a distance of 175.78 feet to a point;
- 6) South 87° 17' 24" West for a distance of 292.19 feet to a point;
- 7) North 34° 09' 35" West for a distance of 153.41 feet to a point;
- 8) North 50° 49' 41" East for a distance of 322.18 feet to a point;
- 9) North 40° 08' 10" West for a distance of 232.62 feet to a point;
- 10) North 42° 00' 21" East for a distance of 400.67 feet to a point;
- 11) North 49° 53' 06" East for a distance of 326.42 feet to a point;
- 12) North 26° 15' 52" East for a distance of 216.97 feet to a point;
- 13) North 40° 27' 13" East for a distance of 286.46 feet to a point;
- 14) North 31° 45' 00" East for a distance of 354.62 feet to a point;
- 15) South 89° 34' 30" East for a distance of 415.32 feet to the **POINT OF BEGINNING**, and containing 40.387 acres of land, more or less.

Tri-County System 2 (Boca Chica Section II) Service Area

The area served is approximately 24.9 miles southeast of the City of Edna, Texas, located in the William J. Wickham Survey (A-273) and the John R. Wickham Survey (A-274), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southeast corner of Lot 52, Block A of The Boca Chica Section II Subdivision, per plat recorded in Slide 157-A of the Jackson County Plat Records;

THENCE, the following eight (8) courses:

- 1) South 87° 27' 13" West for a distance of 140.00 feet to a point;
- 2) South 87° 18' 13" West for a distance of 100.03 feet to a point;
- 3) South 87° 27' 13" West for a distance of 859.34 feet to a point;
- 4) South 80° 44' 32" West for a distance of 90.66 feet to a point;
- 5) South 87° 28' 37" West for a distance of 149.85 feet to a point;
- 6) North 02° 34' 11" West for a distance of 2,640.13 feet to a point;
- 7) North 87° 27' 13" East for a distance of 1,339.27 feet to a point;
- 8) South 02° 34' 11" East for a distance of 2,629.33 feet to the **POINT OF BEGINNING**, and containing 80.894 acres of land, more or less.

Tri-County System 3 Service Area

The area served is approximately 25.6 miles southeast of the City of Edna, Texas, located in the William Ahlert Survey (A-89) and the Samuel C. Lyons Survey (A-212), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 237 of The Boca Chica Section 3, Phase 2 Subdivision, per plat recorded in Slides 161-A & 161-B of the Jackson County Plat Records;

THENCE, the following fifteen (15) courses:

- 1) North 02° 30' 34" West for a distance of 1,318.15 feet to a point;
- 2) North 87° 25' 53" East for a distance of 1,300.05 feet to a point;
- 3) South 02° 29' 56" East for a distance of 1,320.91 feet to a point;
- 4) North 87° 30' 05" East for a distance of 1,380.00 feet to a point;
- 5) South 02° 29' 55" East for a distance of 2,620.00 feet to a point;
- 6) South 87° 30' 05" West for a distance of 1,380.00 feet to a point;
- 7) South 02° 29' 55" East for a distance of 90.00 feet to a point;
- 8) South 87° 30' 05" West for a distance of 2,575.11 feet to a point;
- 9) North 02° 29' 48" West for a distance of 719.72 feet to a point;

- 10) South 87° 30' 05" West for a distance of 1,028.79 feet to a point;
- 11) North 02° 29' 55" West for a distance of 1,095.97 feet to a point;
- 12) North 87° 30' 05" East for a distance of 973.83 feet to a point;
- 13) North 88° 11' 23" East for a distance of 54.94 feet to a point;
- 14) North 02° 29' 56" West for a distance of 894.60 feet to a point;
- 15) North 87° 25' 53" East for a distance of 1,275.31 feet to the **POINT OF BEGINNING**, and containing 308.499 acres of land, more or less.

Tri-County System 4 Service Area

The area served is approximately 26.0 miles southeast of the City of Edna, Texas, located in the William Ahlert Survey (A-90) in Jackson County, Texas and in the James Hughson Survey (A-23) in Calhoun County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southeast corner of Lot 285 of the Revised Plat of the Boca Chica Section 4 Subdivision, per plat recorded in Slides 162-A & 162-B of the Jackson County Plat Records;

THENCE, the following twenty-seven (27) courses:

- 16) South 87° 30' 05" West for a distance of 143.83 feet to a point;
- 17) South 87° 30' 11" West for a distance of 338.56 feet to a point;
- 18) South 87° 30' 05" West for a distance of 1,670.79 feet to a point;
- 19) South 87° 30' 08" West for a distance of 726.85 feet to a point;
- 20) North 54° 54' 00" West for a distance of 169.85 feet to a point;
- 21) North 10° 38' 57" West for a distance of 31.60 feet to a point;
- 22) North 65° 55' 19" West for a distance of 100.01 feet to a point;
- 23) North 45° 12' 09" West for a distance of 164.46 feet to a point;
- 24) North 46° 43' 43" West for a distance of 91.83 feet to a point;
- 25) North 43° 05' 00" West for a distance of 320.58 feet to a point;
- 26) North 70° 30' 39" West for a distance of 41.07 feet to a point;
- 27) North 08° 17' 40" West for a distance of 110.94 feet to a point;
- 28) North 10° 12' 24" West for a distance of 195.28 feet to a point;
- 29) North 04° 53' 02" West for a distance of 97.71 feet to a point;

- 30) North 15° 18' 20" West for a distance of 305.22 feet to a point;
- 31) North 10° 15' 00" West for a distance of 123.38 feet to a point;
- 32) North 30° 06' 53" West for a distance of 297.33 feet to a point;
- 33) North 38° 58' 14" West for a distance of 233.34 feet to a point;
- 34) North 51° 01' 46" East for a distance of 200.00 feet to a point;
- 35) North 38° 58' 14" West for a distance of 16.93 feet to a point;
- 36) North 87° 30' 05" East for a distance of 87.05 feet to a point;
- 37) South 38° 58' 14" East for a distance of 102.38 feet to a point;
- 38) North 51° 01' 46" East for a distance of 138.50 feet to a point;
- 39) North 87° 30' 05" East for a distance of 3,523.03 feet to a point;
- 40) South 02° 29' 55" East for a distance of 615.00 feet to a point;
- 41) South 02° 29' 35" East for a distance of 89.96 feet to a point;
- 42) South 02° 29' 55" East for a distance of 1,325.22 feet to the **POINT OF BEGINNING**, and containing 164.538 acres of land, more or less.

BILL OF SALE

This BILL OF SALE, effective as of the ___ day of _____, 2022, is made by TRI-COUNTY POINT PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation ("Seller"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Buyer").

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated June 5, 2020, as Amended on August 4, 2022, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the "Purchase Agreement").

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, all of Seller's right, title and interest in and to the Assets, as such term is defined and described in the Purchase Agreement, consisting of the assets, both real and personal, used or useful in operation of a sewer system and water system located in Jackson County, Texas that services the area described on the attached **EXHIBIT A**, such Assets being more particularly described as follows:

All personal property comprising the sewer system, including but not limited to, the 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 personal property comprising the water system, including but not limited to, the 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 solely in connection with the water system.

TO HAVE AND TO HOLD the Assets, with all of the rights and appurtenances thereto belonging, unto Buyer, its successors and assigns, to itself and for its own use and behalf forever.

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assets and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

AND, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer, the entire right, title and interest in the Assets hereby sold, transferred, assigned and conveyed as Buyer shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

Seller's Right of Reversion / Reversion of Easements and Easement Rights. AFTER THE DATE OF THIS BILL OF SALE, IF THE BUYER OR ITS SUCCESSOR IN INTEREST CEASES TO USE AND OPERATE THE ASSETS FOR THE OPERATION OF THE WATER/SEWER SYSTEM FOR THE BENEFIT OF THE USERS OF THE SYSTEM, THEN SELLER SHALL NOTIFY BUYER, OR ITS SUCCESSOR IN INTEREST, OF SUCH BREACH DEMANDING THAT IT BE CORRECTED IN NO LESS THAN TEN (10) DAYS. IF BUYER, OR ITS SUCCESSOR IN INTEREST, FAILS TO CURE THE SAID BREACH, THEN ALL OF THE ASSETS DESCRIBED HEREIN SHALL REVERT TO THE SELLER AS THE SOLE AND RIGHTFUL OWNER OF ALL SUCH ASSETS IN ORDER FOR SELLER TO IMMEDIATELY BEGIN THE OPERATION OF THE WATER/SEWER SYSTEM. THE DEED OF EASEMENT, AND THE GENERAL ASSIGNMENT, SHALL ALSO INCLUDE THIS RIGHT OF REVERSION AS A CONDITION OF THE TRANSFER.

"AS IS." BUYER HAS INSPECTED THE CONDITION OF THE ASSETS AND ACCEPTS SAME "AS IS" AND IN THEIR EXISTING CONDITION, BUYER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER REGARDING ANY ASPECT OF THE ASSETS BUT IS RELYING ONLY ON BUYER'S OWN INSPECTION OF THE ASSETS. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS, INCLUDING THE SUITABILITY FOR BUYER'S NEEDS. SELLER SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE ASSETS OR ANY PORTION THEREOF. SELLER SHALL NOT BE LIABLE TO BUYER OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE ASSETS OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE SYSTEM, BUYER'S PROPERTY OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE ASSETS.

Buyer is signing this Bill of Sale to evidence its agreement to the conditions set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first set forth above.

SELLER:

TRI-COUNTY POINT PROPERTY
OWNERS ASSOCIATION
(a Texas nonprofit corporation)

By: 
CLINT HAMMONDS, President

EXHIBIT A

Service Area Description

Tri-County System 2 (Boca Chica Section I) Service Area

The area served is approximately 24.7 miles southeast of the City of Edna, Texas, located in the John R. Wickham Survey (A-274), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 16, Block B of The Boca Chica Section I Subdivision, per plat recorded in Slide 156-A of the Jackson County Plat Records;

THENCE, the following fifteen (15) courses:

- 1) South 02° 00' 14" East for a distance of 1,660.19 feet to a point;
- 2) South 87° 21' 26" West for a distance of 144.88 feet to a point;
- 3) South 87° 19' 21" West for a distance of 89.83 feet to a point;
- 4) South 87° 21' 26" West for a distance of 772.18 feet to a point;
- 5) South 87° 25' 44" West for a distance of 175.78 feet to a point;
- 6) South 87° 17' 24" West for a distance of 292.19 feet to a point;
- 7) North 34° 09' 35" West for a distance of 153.41 feet to a point;
- 8) North 50° 49' 41" East for a distance of 322.18 feet to a point;
- 9) North 40° 08' 10" West for a distance of 232.62 feet to a point;
- 10) North 42° 00' 21" East for a distance of 400.67 feet to a point;
- 11) North 49° 53' 06" East for a distance of 326.42 feet to a point;
- 12) North 26° 15' 52" East for a distance of 216.97 feet to a point;
- 13) North 40° 27' 13" East for a distance of 286.46 feet to a point;
- 14) North 31° 45' 00" East for a distance of 354.62 feet to a point;
- 15) South 89° 34' 30" East for a distance of 415.32 feet to the **POINT OF BEGINNING**, and containing 40.387 acres of land, more or less.

Tri-County System 2 (Boca Chica Section II) Service Area

The area served is approximately 24.9 miles southeast of the City of Edna, Texas, located in the William J. Wickham Survey (A-273) and the John R. Wickham Survey (A-274), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southeast corner of Lot 52, Block A of The Boca Chica Section II Subdivision, per plat recorded in Slide 157-A of the Jackson County Plat Records;

THENCE, the following eight (8) courses:

- 1) South 87° 27' 13" West for a distance of 140.00 feet to a point;
- 2) South 87° 18' 13" West for a distance of 100.03 feet to a point;
- 3) South 87° 27' 13" West for a distance of 859.34 feet to a point;
- 4) South 80° 44' 32" West for a distance of 90.66 feet to a point;
- 5) South 87° 28' 37" West for a distance of 149.85 feet to a point;
- 6) North 02° 34' 11" West for a distance of 2,640.13 feet to a point;
- 7) North 87° 27' 13" East for a distance of 1,339.27 feet to a point;
- 8) South 02° 34' 11" East for a distance of 2,629.33 feet to the **POINT OF BEGINNING**, and containing 80.894 acres of land, more or less.

Tri-County System 3 Service Area

The area served is approximately 25.6 miles southeast of the City of Edna, Texas, located in the William Ahlert Survey (A-89) and the Samuel C. Lyons Survey (A-212), in Jackson County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 237 of The Boca Chica Section 3, Phase 2 Subdivision, per plat recorded in Slides 161-A & 161-B of the Jackson County Plat Records;

THENCE, the following fifteen (15) courses:

- 1) North 02° 30' 34" West for a distance of 1,318.15 feet to a point;
- 2) North 87° 25' 53" East for a distance of 1,300.05 feet to a point;
- 3) South 02° 29' 56" East for a distance of 1,320.91 feet to a point;
- 4) North 87° 30' 05" East for a distance of 1,380.00 feet to a point;
- 5) South 02° 29' 55" East for a distance of 2,620.00 feet to a point;
- 6) South 87° 30' 05" West for a distance of 1,380.00 feet to a point;
- 7) South 02° 29' 55" East for a distance of 90.00 feet to a point;
- 8) South 87° 30' 05" West for a distance of 2,575.11 feet to a point;
- 9) North 02° 29' 48" West for a distance of 719.72 feet to a point;
- 10) South 87° 30' 05" West for a distance of 1,028.79 feet to a point;
- 11) North 02° 29' 55" West for a distance of 1,095.97 feet to a point;
- 12) North 87° 30' 05" East for a distance of 973.83 feet to a point;

- 13) North 88° 11' 23" East for a distance of 54.94 feet to a point;
- 14) North 02° 29' 56" West for a distance of 894.60 feet to a point;
- 15) North 87° 25' 53" East for a distance of 1,275.31 feet to the **POINT OF BEGINNING**, and containing 308.499 acres of land, more or less.

Tri-County System 4 Service Area

The area served is approximately 26.0 miles southeast of the City of Edna, Texas, located in the William Ahlert Survey (A-90) in Jackson County, Texas and in the James Hughson Survey (A-23) in Calhoun County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southeast corner of Lot 285 of the Revised Plat of the Boca Chica Section 4 Subdivision, per plat recorded in Slides 162-A & 162-B of the Jackson County Plat Records;

THENCE, the following twenty-seven (27) courses:

- 16) South 87° 30' 05" West for a distance of 143.83 feet to a point;
- 17) South 87° 30' 11" West for a distance of 338.56 feet to a point;
- 18) South 87° 30' 05" West for a distance of 1,670.79 feet to a point;
- 19) South 87° 30' 08" West for a distance of 726.85 feet to a point;
- 20) North 54° 54' 00" West for a distance of 169.85 feet to a point;
- 21) North 10° 38' 57" West for a distance of 31.60 feet to a point;
- 22) North 65° 55' 19" West for a distance of 100.01 feet to a point;
- 23) North 45° 12' 09" West for a distance of 164.46 feet to a point;
- 24) North 46° 43' 43" West for a distance of 91.83 feet to a point;
- 25) North 43° 05' 00" West for a distance of 320.58 feet to a point;
- 26) North 70° 30' 39" West for a distance of 41.07 feet to a point;
- 27) North 08° 17' 40" West for a distance of 110.94 feet to a point;
- 28) North 10° 12' 24" West for a distance of 195.28 feet to a point;
- 29) North 04° 53' 02" West for a distance of 97.71 feet to a point;
- 30) North 15° 18' 20" West for a distance of 305.22 feet to a point;
- 31) North 10° 15' 00" West for a distance of 123.38 feet to a point;
- 32) North 30° 06' 53" West for a distance of 297.33 feet to a point;

- 33) North 38° 58' 14" West for a distance of 233.34 feet to a point;
- 34) North 51° 01' 46" East for a distance of 200.00 feet to a point;
- 35) North 38° 58' 14" West for a distance of 16.93 feet to a point;
- 36) North 87° 30' 05" East for a distance of 87.05 feet to a point;
- 37) South 38° 58' 14" East for a distance of 102.38 feet to a point;
- 38) North 51° 01' 46" East for a distance of 138.50 feet to a point;
- 39) North 87° 30' 05" East for a distance of 3,523.03 feet to a point;
- 40) South 02° 29' 55" East for a distance of 615.00 feet to a point;
- 41) South 02° 29' 35" East for a distance of 89.96 feet to a point;
- 42) South 02° 29' 55" East for a distance of 1,325.22 feet to the **POINT OF BEGINNING**, and containing 164.538 acres of land, more or less.