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DOCKET NO. 52702

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	
LLC AND FREMONT WATER	§	PUBLIC UTILITY COMMISSION
COMPANY FOR SALE, TRANSFER,	§	
OR MERGER OF FACILITIES AND	§	OF TEXAS
CERTIFICATE RIGHTS IN KERR	§	
COUNTY	§	

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

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

I. SUBMITTAL OF CLOSING DOCUMENTS

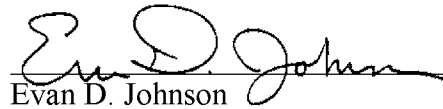
1. Order No. 5, issued on March 3, 2022, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) 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 May 4, 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. 5.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 5, CSWR Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

L. Russell Mitten
General Counsel
Central States Water Resources, Inc.
1630 Des Peres Rd., Suite 140
St. Louis, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)

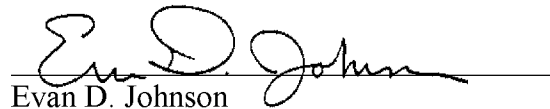


Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of May 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:
VICKI L. BROWN
MISSION TITLE, LP
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

GF# 200814-02
Texas Recording Services, LLC

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 4th day of May, 2022, by FRED R. GREGORY d/b/a FREMONT WATER COMPANY, and by FRED R. GREGORY and MONTE J. GREGORY, husband and wife, in their individual capacity (together, "Assignors"), in favor of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Concurrently herewith, Assignors are conveying to Assignee their interest in certain real property located in Kerr County, Texas and described in a General Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignors are also transferring to Assignee their interest in certain personal property referenced within a Bill of Sale, 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 Agreement for Sale of Utility System dated September 17, 2020 by and between Assignors, 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, Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in and to the 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 water service in and to the System, as such term is defined in the Purchase Agreement, which provides water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Kerr County, Texas (the "System").

WHEREAS, Assignors have further agreed to assign to Assignee all of Assignors' rights to operate, maintain and service the main lines of the water system in the System, including but not limited to, the right to collect assessments and/or fees.

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

WHEREAS, Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in and to any easements in and to the System (the "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, Assignors and Assignee hereby agree as follows:

1. Assignment.

Assignors hereby assign, convey, transfer and set over unto Assignee, free of all liens and encumbrances, all of Assignors' right, title and interest in and to:

- A. Easements in the System;
- B. All of Assignors' right, title and interest in and to the main lines of the water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All water lines, pipes, wells, well houses, tanks, storage tanks, pumps, booster 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 Wood 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 Assignors 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 Kerr County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignors.
- C. All of Assignors' right, title and interest in and to all easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignors 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; and

c. Homestead Agreement, recorded in Book 971, Page 735, on September 21, 1998 in the land records of Kerr County, Texas.

D. All of Assignors' rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignors hereby represent to and assure Assignee that Assignors, or their 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. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Texas.

3. Further Assurances. Assignors agree 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.

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

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

6. Counterparts. 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 Assignors 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:

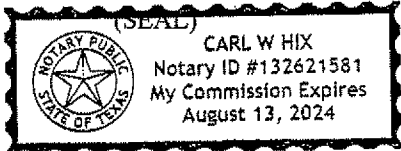
Fred R Gregory
FRED R. GREGORY d/b/a FREMONT WATER
COMPANY

Fred R Gregory
FRED R. GREGORY, an individual

Monte J Gregory
MONTE J. GREGORY, an individual

THE STATE OF TEXAS §
COUNTY OF KERR §

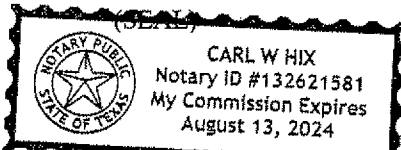
This instrument was acknowledged before me this 3rd day of May, 2022, by FRED R. GREGORY d/b/a FREMONT WATER COMPANY.



Carl W. Hix
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF KERR §

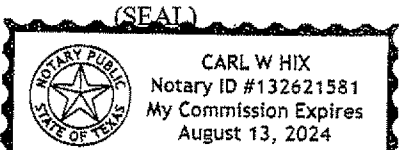
This instrument was acknowledged before me this 3rd day of May, 2022, by FRED R. GREGORY.



Carl W. Hix
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF KERR §

This instrument was acknowledged before me this 3rd day of May, 2022, by MONTE J. GREGORY.



Carl W. Hix
Notary Public Signature

ASSIGNEE:

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

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

By: _____
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 2 day of May, 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 Signature

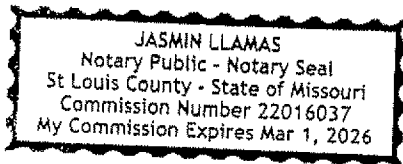


EXHIBIT A
Service Area

The area served is approximately 5.2 miles southeast of the City of Kerrville, Texas, located in the William Watt Survey (A-363) and the William T. Crook Survey (A-116) in Kerr County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the North corner of the 1.21 acre "Well Tract", as shown on the plat of The Homestead @ Turtle Creek Subdivision, per plat recorded in Volume 6, Page 309 of the Kerr County Plat Records;

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

- 1) South 44° 56' 58" East for a distance of 2,485.61 feet to a point;
- 2) North 45° 07' 05" East for a distance of 1,104.46 feet to a point;
- 3) North 45° 05' 43" East for a distance of 606.85 feet to a point;
- 4) South 00° 11' 17" East for a distance of 110.48 feet to a point;
- 5) South 08° 29' 17" East for a distance of 94.45 feet to a point;
- 6) South 12° 00' 17" East for a distance of 280.49 feet to a point;
- 7) With a circular curve to the left, having a radius of 1,965.08 feet, a central angle of 19° 30' 28", whose long chord bears South 10° 16' 20" East, a distance of 665.84 feet, for an arc length of 669.06 feet to a point;
- 8) South 71° 32' 38" West for a distance of 358.09 feet to a point;
- 9) South 18° 29' 02" East for a distance of 965.65 feet to a point;
- 10) North 87° 47' 39" East for a distance of 433.56 feet to a point;
- 11) South 18° 49' 50" East for a distance of 267.90 feet to a point;
- 12) South 87° 54' 55" West for a distance of 441.80 feet to a point;
- 13) North 67° 35' 31" West for a distance of 1,920.84 feet to a point;
- 14) South 35° 13' 16" West for a distance of 516.10 feet to a point;
- 15) North 53° 39' 59" West for a distance of 345.99 feet to a point;
- 16) North 43° 28' 57" East for a distance of 157.62 feet to a point;
- 17) North 56° 12' 41" West for a distance of 40.58 feet to a point;
- 18) South 43° 28' 57" West for a distance of 385.75 feet to a point;

- 19) North $46^{\circ} 56' 42''$ West for a distance of 1,007.57 feet to a point;
- 20) North $08^{\circ} 23' 29''$ West for a distance of 292.97 feet to a point;
- 21) South $80^{\circ} 17' 31''$ West for a distance of 40.01 feet to a point;
- 22) South $08^{\circ} 23' 29''$ East for a distance of 297.96 feet to a point;
- 23) South $80^{\circ} 46' 41''$ West for a distance of 567.61 feet to a point;
- 24) North $59^{\circ} 23' 29''$ West for a distance of 739.02 feet to a point;
- 25) North $15^{\circ} 37' 59''$ East for a distance of 259.64 feet to a point;
- 26) North $33^{\circ} 06' 22''$ East for a distance of 439.01 feet to a point;
- 27) North $44^{\circ} 34' 11''$ East for a distance of 1,424.81 feet to the **POINT OF BEGINNING**, and containing 142.678 acres of land, more or less.

BILL OF SALE

This BILL OF SALE is entered into effective as of the ___ day of May, 2022 (the "*Effective Date*"), by FRED R. GREGORY d/b/a FREMONT WATER COMPANY, and by FRED R. GREGORY and MONTE J. GREGORY, husband and wife, in their individual capacity (collectively, "*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 September 17, 2020 (the "*Purchase Agreement*"), pursuant to which Seller has agreed to sell to Buyer certain water facilities developed or operated by Seller in Kerr County, Texas (the "*System*") to serve customers within the area described on **Exhibit A** attached hereto and incorporated herein by reference (the "*Service Area*"), all as more particularly described in the Purchase Agreement.

WHEREAS, Seller has also agreed, pursuant to the terms of the Purchase Agreement, to convey to Buyer all of Seller's right, title, and interest in and to all personal property owned by Seller which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System.

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, free and clear of any and all liens and encumbrances, all of Seller's right, title, and interest, if any, in and to all personal property comprising the System or personal property to the extent it pertains to or is used in connection with the ownership, operation, and/or maintenance of the System, including but not limited to:

- a) All water lines, pipes, wells, well houses, tanks, pumps, meters, valves, buildings, furnitures, facilities, machinery, equipment, mobile work equipment, tools, devices, supplies, fixtures, inventory, merchandise, appurtenances, and other tangible items of personal property;
- b) 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 property set forth on **Exhibit A**, the right to collect assessments and/or fees, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as water, wastewater, electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
- c) Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Buyer 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 Seller or may be obtained by Seller, 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;
- d) 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, but expressly excluding customer deposits;
- e) All indemnities or claims with respect to the System, all telephone exchanges used in connection with the System;
- f) Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, and customer deposits, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
- g) Any other assets or personal property not described herein which are used or useful to operate the System, but specifically excluding customer deposits held by Assignor,

(collectively, the "*Personal Property*").

TO HAVE AND TO HOLD the Personal Property, 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. Seller hereby warrants and represents to and assures Buyer that Seller has not previously sold, assigned, conveyed, transferred, delivered, or set over any of the Personal Property to any third party and that Seller, or its predecessor(s) in interest, have owned, operated, and maintained the System in a continuous, uninterrupted, open, notorious, and adverse manner for a time period in excess of ten (10) years prior to the Effective Date.

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer as 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 Personal Property 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 Personal Property 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, upon demand, all such further acts, transfers, assignments and conveyances, powers of attorney, assurances, or conveyances and shall take such further actions as Buyer shall reasonably require to effectuate this Bill of Sale.

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

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations, warranties, exclusions, and indemnities made therein, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Bill of Sale and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Bill of Sale does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Seller arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Buyer this Bill of Sale at Closing (as defined in the Purchase Agreement).

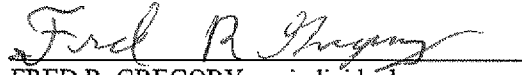
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the Effective Date.

SELLER:



FRED R. GREGORY d/b/a FREMONT WATER
COMPANY



FRED R. GREGORY, an individual



MONTE J. GREGORY, an individual

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