



Filing Receipt

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Control Number - 53238

ItemNumber - 45

DOCKET NO. 53238

APPLICATION OF SIMPLY	§	
AQUATICS, INC. AND CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	PUBLIC UTILITY COMMISSION
LLC FOR SALE, TRANSFER, OR	§	
MERGER OF FACILITIES AND	§	OF TEXAS
CERTIFICATE RIGHTS IN	§	
MONTGOMERY, SABINE AND SAN	§	
AUGUSTINE COUNTIES	§	

**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

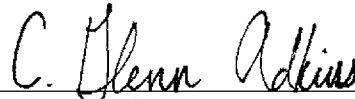
1. Order No. 8, issued on September 20, 2022, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) 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 Assignments and Bill of Sale. The effective date of the transaction was November 8, 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. 8.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 8, 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)

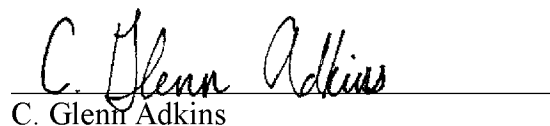


Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of November 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.



C. Glenn Adkins

AFTER RECORDING, RETURN TO:
VICKI L. BROWN
MISSION TITLE, LP
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

\$ GF# 2200843-02
Texas Recording Services, LLC

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 8th day of November, 2022, by Simply Aquatics, Inc., a Texas corporation ("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 their interest in certain real property located in Montgomery 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 Assignor 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 June 23, 2021 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 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 Montgomery 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 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 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, 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").

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;
- B. All of Assignor's 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 Montgomery 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 Montgomery County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All of Assignor's 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 Assignor 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.

Assignor hereby represent to and assure Assignee that Assignor, 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. Assignor 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 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:

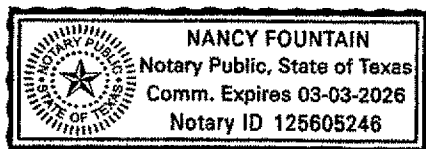
SIMPLY AQUATICS, INC., a Texas corporation

By: 
Kevin Hester, President

THE STATE OF TEXAS §
COUNTY OF Newton §

This instrument was acknowledged before me this 7th day of November, 2022, by KEVIN HESTER, President of SIMPLY AQUATICS, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

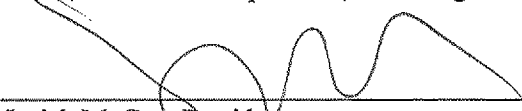



Notary Public Signature

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 7th day of November, 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

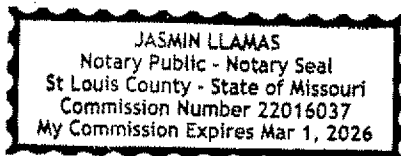


EXHIBIT A
Service Area

Vista Verde Service Area

The area served is approximately 3.9 miles southeast of the City of Montgomery, Texas, located in the William Atkins Survey (A-3) in Montgomery County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the Northwest corner of Lot 15, Block 1 of the Marvin's Gardens II Subdivision, recorded in Volume 11, Page 2 of the Map Records of Montgomery County, Texas, but now recorded in Cabinet A, Sheet 105A of said Map Records;

THENCE, the following twelve (12) courses:

- 1) North 86° 17' 59" East for a distance of 1,685.62 feet to a point;
- 2) South 16° 51' 34" East for a distance of 1,217.98 feet to a point;
- 3) South 85° 19' 46" West for a distance of 356.08 feet to a point;
- 4) South 82° 39' 54" West for a distance of 690.47 feet to a point;
- 5) South 82° 39' 54" West for a distance of 530.25 feet to a point;
- 6) South 01° 16' 29" East for a distance of 50.31 feet to a point;
- 7) South 04° 12' 36" East for a distance of 428.68 feet to a point;
- 8) South 84° 43' 48" West for a distance of 219.93 feet to a point;
- 9) North 03° 25' 19" West for a distance of 67.30 feet to a point;
- 10) North 03° 25' 19" West for a distance of 355.02 feet to a point;
- 11) North 13° 21' 52" West for a distance of 114.07 feet to a point;
- 12) North 10° 52' 01" West for a distance of 1,229.21 feet to the **POINT OF BEGINNING**, and containing 51.767 acres of land, more or less.

AFTER RECORDING, RETURN TO:
VICKI L. BROWN
MISSION TITLE, LP
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

GF# 2200843-02
Texas Recording Services, LLC

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 8th day of November, 2022, by Simply Aquatics, Inc., a Texas corporation ("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 their interest in certain real property located in Sabine 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 Assignor 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 June 23, 2021 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 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 Sabine 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 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 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, 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").

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;
- B. All of Assignor's 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 Sabine 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 Sabine County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All of Assignor's 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 Assignor 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.

Assignor hereby represent to and assure Assignee that Assignor, 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. Assignor 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 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:

SIMPLY AQUATICS, INC., a Texas corporation

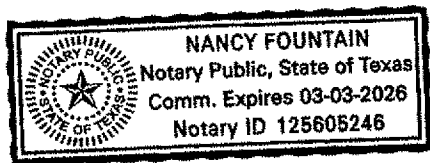
By: 
Kevin Hester, President

THE STATE OF TEXAS §
COUNTY OF Newton §

This instrument was acknowledged before me this 7th day of November, 2022, by KEVIN HESTER, President of SIMPLY AQUATICS, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

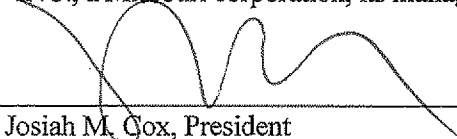

Notary Public Signature



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 7th day of November, 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

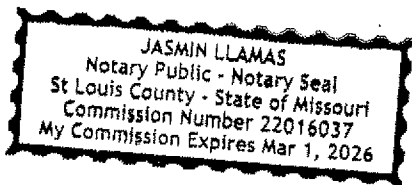


EXHIBIT A
Service Area

Timberlane Service Area

The area served is approximately 10.9 miles southeast of the City of Hemphill, Texas, located in the Houston East and West Texas Railway Company Survey (A-273) and in the John Shiveral (A-187) in Sabine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the East corner of Lot 39 and southeast corner of Lot 40 of the Timberlane Subdivision, recorded in File No. 1, Page 123 of the Sabine County Plat Records;

THENCE, the following fifty-three (53) courses:

- 1) South 65° 38' 00" West for a distance of 127.36 feet to a point;
- 2) South 65° 38' 00" West for a distance of 110.00 feet to a point;
- 3) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 4) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 5) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 6) South 65° 38' 00" West for a distance of 70.08 feet to a point;
- 7) South 23° 30' 00" East for a distance of 27.12 feet to a point;
- 8) South 57° 26' 33" West for a distance of 79.34 feet to a point;
- 9) South 57° 33' 27" West for a distance of 74.93 feet to a point;
- 10) South 57° 30' 00" West for a distance of 33.72 feet to a point;
- 11) South 84° 53' 31" West for a distance of 68.34 feet to a point;
- 12) South 85° 16' 01" West for a distance of 100.41 feet to a point;
- 13) South 85° 07' 00" West for a distance of 107.04 feet to a point;
- 14) North 06° 40' 00" West for a distance of 64.65 feet to a point;
- 15) North 06° 40' 00" West for a distance of 48.47 feet to a point;
- 16) North 40° 45' 00" West for a distance of 28.47 feet to a point;
- 17) North 40° 45' 00" West for a distance of 70.00 feet to a point;
- 18) North 40° 45' 00" West for a distance of 50.54 feet to a point;
- 19) North 27° 12' 00" East for a distance of 91.37 feet to a point;
- 20) North 27° 12' 00" East for a distance of 114.03 feet to a point;
- 21) North 05° 12' 00" East for a distance of 59.03 feet to a point;
- 22) North 05° 12' 00" East for a distance of 95.74 feet to a point;
- 23) North 39° 32' 00" East for a distance of 115.78 feet to a point;
- 24) North 63° 10' 00" East for a distance of 101.05 feet to a point;
- 25) North 63° 10' 00" East for a distance of 32.31 feet to a point;
- 26) South 89° 50' 00" East for a distance of 70.10 feet to a point;
- 27) South 89° 50' 00" East for a distance of 62.52 feet to a point;
- 28) North 34° 48' 00" East for a distance of 82.15 feet to a point;
- 29) North 47° 50' 00" West for a distance of 74.41 feet to a point;
- 30) North 65° 32' 00" West for a distance of 69.22 feet to a point;
- 31) North 65° 32' 00" West for a distance of 80.00 feet to a point;
- 32) North 65° 32' 00" West for a distance of 73.77 feet to a point;
- 33) North 44° 42' 00" West for a distance of 44.83 feet to a point;
- 34) North 55° 02' 30" West for a distance of 113.13 feet to a point;
- 35) North 43° 16' 18" West for a distance of 70.03 feet to a point;
- 36) North 19° 46' 41" East for a distance of 38.10 feet to a point;
- 37) North 19° 10' 04" East for a distance of 80.14 feet to a point;

- 38) North 20° 00' 30" East for a distance of 41.78 feet to a point;
- 39) North 00° 08' 00" East for a distance of 35.52 feet to a point;
- 40) North 00° 08' 00" East for a distance of 75.00 feet to a point;
- 41) North 00° 08' 00" East for a distance of 80.00 feet to a point;
- 42) North 00° 08' 00" East for a distance of 75.00 feet to a point;
- 43) North 00° 08' 00" East for a distance of 73.78 feet to a point;
- 44) North 75° 48' 00" East for a distance of 90.86 feet to a point;
- 45) North 33° 58' 00" East for a distance of 63.09 feet to a point;
- 46) North 33° 58' 00" East for a distance of 32.29 feet to a point;
- 47) North 54° 58' 00" West for a distance of 25.19 feet to a point;
- 48) North 54° 58' 00" West for a distance of 104.90 feet to a point;
- 49) North 33° 52' 00" East for a distance of 138.78 feet to a point;
- 50) North 39° 25' 00" West for a distance of 134.45 feet to a point;
- 51) North 05° 25' 00" East for a distance of 144.96 feet to a point;
- 52) North 25° 09' 26" East for a distance of 100.39 feet to a point;
- 53) South 24° 32' 00" East for a distance of 2,000.65 feet to the **POINT OF BEGINNING**, and containing 23.108 acres of land, more or less.

AFTER RECORDING, RETURN TO:
VICKI L. BROWN
MISSION TITLE, LP
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

\$ _____ GF# 2200843-02
Texas Recording Services, LLC

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 8th day of November, 2022, by Simply Aquatics, Inc., a Texas corporation ("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 their interest in certain real property located in San Augustine 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 Assignor 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 June 23, 2021 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 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 San Augustine 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 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 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, 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").

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;
- B. All of Assignor's 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 San Augustine 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 San Augustine County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All of Assignor' 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 Assignor 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. Warranty Deed, recorded in Book 441, Page 451 on February 17, 2022 in the land records of San Augustine County, Texas; and
 - d. Easement, recorded in Book 0175, Page 0406 on November 8, 1973 in the land records of San Augustine County, Texas, as assigned.
- D. All of Assignor' rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represent to and assure Assignee that Assignor, 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. Assignor 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 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:

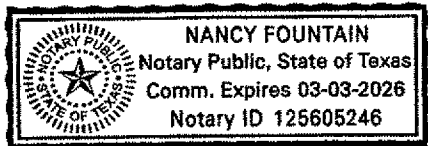
SIMPLY AQUATICS, INC., a Texas corporation

By: 
Kevin Hester, President

THE STATE OF TEXAS §
COUNTY OF Newton §

This instrument was acknowledged before me this 7th day of November, 2022, by KEVIN HESTER, President of SIMPLY AQUATICS, INC., a Texas corporation, on behalf of said corporation.

(SEAL)

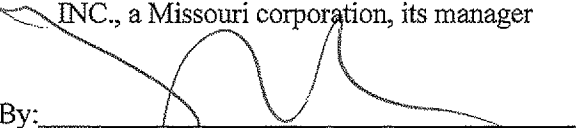



Notary Public Signature

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 7th day of November, 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

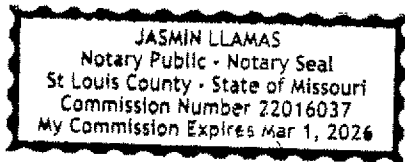


EXHIBIT A
Service Area

La Playa Service Area

The area served is approximately 5.0 miles South of the City of Broadus, Texas, located in the B. W. Harvey Survey (A-16) in San Augustine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 9, Block "M" of the Paradise Hills Subdivision, recorded in Volume 154, Page 594 of the San Augustine County Plat Records;

THENCE, the following eighty-four (84) courses:

- 1) South 62° 13' 49" East for a distance of 352.90 feet to a point;
- 2) South 01° 10' 28" East for a distance of 212.93 feet to a point;
- 3) South 07° 57' 25" East for a distance of 73.02 feet to a point;
- 4) South 54° 44' 54" West for a distance of 23.25 feet to a point;
- 5) South 48° 08' 21" West for a distance of 19.92 feet to a point;
- 6) South 41° 31' 46" West for a distance of 19.92 feet to a point;
- 7) South 34° 55' 10" West for a distance of 19.92 feet to a point;
- 8) South 28° 18' 35" West for a distance of 19.85 feet to a point;
- 9) South 20° 09' 40" West for a distance of 39.76 feet to a point;
- 10) South 20° 15' 53" West for a distance of 163.08 feet to a point;
- 11) South 20° 15' 53" West for a distance of 100.30 feet to a point;
- 12) South 20° 15' 53" West for a distance of 194.95 feet to a point;
- 13) South 20° 15' 53" West for a distance of 70.01 feet to a point;
- 14) South 20° 15' 52" West for a distance of 70.01 feet to a point;
- 15) South 20° 15' 54" West for a distance of 70.01 feet to a point;
- 16) South 20° 15' 52" West for a distance of 227.21 feet to a point;
- 17) South 23° 31' 01" West for a distance of 66.71 feet to a point;
- 18) South 66° 37' 15" East for a distance of 339.90 feet to a point;
- 19) South 13° 23' 53" West for a distance of 161.07 feet to a point;
- 20) South 13° 23' 53" West for a distance of 403.22 feet to a point;
- 21) North 70° 14' 47" West for a distance of 288.45 feet to a point;
- 22) South 37° 16' 14" East for a distance of 185.93 feet to a point;
- 23) South 37° 16' 14" East for a distance of 233.47 feet to a point;
- 24) South 06° 26' 41" West for a distance of 182.03 feet to a point;
- 25) South 06° 26' 41" West for a distance of 266.02 feet to a point;
- 26) South 66° 00' 10" East for a distance of 125.11 feet to a point;
- 27) South 11° 44' 34" West for a distance of 97.31 feet to a point;
- 28) South 11° 44' 34" West for a distance of 57.10 feet to a point;
- 29) South 41° 13' 07" West for a distance of 145.49 feet to a point;
- 30) South 39° 12' 32" West for a distance of 173.28 feet to a point;
- 31) South 01° 44' 00" West for a distance of 324.63 feet to a point;
- 32) North 50° 40' 10" West for a distance of 152.44 feet to a point;
- 33) North 03° 20' 37" East for a distance of 209.85 feet to a point;
- 34) North 52° 56' 42" West for a distance of 401.10 feet to a point;
- 35) North 06° 14' 08" West for a distance of 153.09 feet to a point;
- 36) North 31° 54' 46" West for a distance of 179.51 feet to a point;
- 37) North 31° 54' 46" West for a distance of 68.57 feet to a point;
- 38) North 17° 21' 07" West for a distance of 129.26 feet to a point;

- 39) North 37° 08' 08" West for a distance of 63.12 feet to a point;
- 40) North 02° 37' 27" West for a distance of 78.92 feet to a point;
- 41) North 02° 37' 26" West for a distance of 104.31 feet to a point;
- 42) North 02° 37' 27" West for a distance of 125.21 feet to a point;
- 43) North 46° 16' 43" East for a distance of 171.30 feet to a point;
- 44) North 10° 29' 36" East for a distance of 46.49 feet to a point;
- 45) North 10° 29' 37" East for a distance of 85.19 feet to a point;
- 46) South 35° 59' 42" West for a distance of 169.43 feet to a point;
- 47) South 73° 54' 38" West for a distance of 127.66 feet to a point;
- 48) North 32° 10' 28" West for a distance of 96.27 feet to a point;
- 49) North 04° 44' 11" West for a distance of 132.79 feet to a point;
- 50) North 25° 06' 19" East for a distance of 71.56 feet to a point;
- 51) North 11° 29' 37" West for a distance of 103.11 feet to a point;
- 52) North 11° 29' 36" West for a distance of 106.48 feet to a point;
- 53) North 10° 54' 26" East for a distance of 99.61 feet to a point;
- 54) North 00° 00' 48" East for a distance of 168.24 feet to a point;
- 55) North 00° 56' 47" East for a distance of 261.45 feet to a point;
- 56) North 11° 47' 22" East for a distance of 21.31 feet to a point;
- 57) North 21° 21' 48" East for a distance of 198.72 feet to a point;
- 58) South 66° 37' 15" East for a distance of 186.33 feet to a point;
- 59) North 05° 27' 13" West for a distance of 23.96 feet to a point;
- 60) North 79° 15' 18" East for a distance of 220.15 feet to a point;
- 61) South 28° 01' 30" East for a distance of 141.08 feet to a point;
- 62) North 88° 12' 59" East for a distance of 293.95 feet to a point;
- 63) North 20° 15' 53" East for a distance of 30.12 feet to a point;
- 64) North 20° 15' 53" East for a distance of 70.01 feet to a point;
- 65) North 20° 15' 52" East for a distance of 179.85 feet to a point;
- 66) North 74° 04' 03" West for a distance of 64.61 feet to a point;
- 67) North 74° 04' 01" West for a distance of 70.01 feet to a point;
- 68) North 74° 04' 02" West for a distance of 70.01 feet to a point;
- 69) North 74° 04' 02" West for a distance of 70.01 feet to a point;
- 70) North 74° 04' 03" West for a distance of 96.47 feet to a point;
- 71) North 19° 32' 28" West for a distance of 94.99 feet to a point;
- 72) North 19° 32' 28" West for a distance of 105.02 feet to a point;
- 73) North 19° 32' 28" West for a distance of 141.47 feet to a point;
- 74) North 19° 32' 28" West for a distance of 169.09 feet to a point;
- 75) North 19° 32' 28" West for a distance of 92.70 feet to a point;
- 76) North 01° 27' 36" West for a distance of 46.70 feet to a point;
- 77) North 01° 27' 36" West for a distance of 214.57 feet to a point;
- 78) North 29° 43' 56" West for a distance of 363.89 feet to a point;
- 79) North 33° 38' 18" East for a distance of 81.51 feet to a point;
- 80) North 88° 22' 46" East for a distance of 98.13 feet to a point;
- 81) South 22° 23' 31" East for a distance of 360.63 feet to a point;
- 82) South 64° 15' 11" East for a distance of 285.30 feet to a point;
- 83) South 23° 36' 50" East for a distance of 110.75 feet to a point;
- 84) North 83° 31' 27" East for a distance of 145.60 feet to the **POINT OF BEGINNING**, and containing 58.411 acres of land, more or less.

El Pinon Service Area

The area served is approximately 10.3 miles southwest of the City of Pineland, Texas, located in the J. M. Hale Survey (A-641) in San Augustine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 1, Block 1 of the El Pinon Estates Subdivision, Section One, per plat recorded in Volume 146, Page 156 of the San Augustine County Plat Records;

THENCE, the following nine (9) courses:

- 1) North 88° 58' 47" East for a distance of East 2,313.05 feet to a point;
- 2) South 00° 57' 14" East for a distance of East 1,330.00 feet to a point;
- 3) South 88° 58' 47" West for a distance of West 2,006.74 feet to a point;
- 4) North 13° 34' 08" West for a distance of West 81.96 feet to a point;
- 5) South 88° 58' 47" West for a distance of West 142.84 feet to a point;
- 6) South 70° 17' 03" West for a distance of West 113.73 feet to a point;
- 7) North 20° 26' 39" West for a distance of West 54.87 feet to a point;
- 8) North 21° 54' 55" West for a distance of West 50.85 feet to a point;
- 9) North 01° 01' 13" West for a distance of West 1,187.20 feet to the **POINT OF BEGINNING**, and containing 70.090 acres of land, more or less.

BILL OF SALE

This BILL OF SALE is entered into effective as of the 8th day of November, 2022 (the "Effective Date"), by SIMPLY AQUATICS, INC., a Texas 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 23, 2021 (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer certain water facilities developed or operated by Seller in San Augustine, Sabine and Montgomery Counties, Texas (the "System") to serve customers within the areas 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:

SIMPLY AQUATICS, INC., a Texas corporation

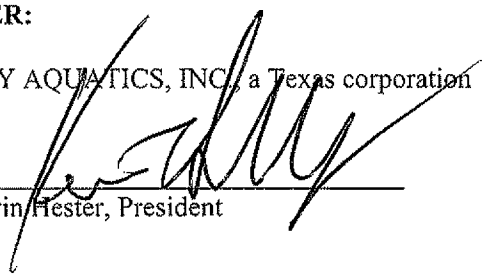
By: 
Kevin Hester, President

EXHIBIT A
Service Area

La Playa Service Area

The area served is approximately 5.0 miles South of the City of Broaddus, Texas, located in the B. W. Harvey Survey (A-16) in San Augustine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 9, Block "M" of the Paradise Hills Subdivision, recorded in Volume 154, Page 594 of the San Augustine County Plat Records;

THENCE, the following eighty-four (84) courses:

- 1) South 62° 13' 49" East for a distance of 352.90 feet to a point;
- 2) South 01° 10' 28" East for a distance of 212.93 feet to a point;
- 3) South 07° 57' 25" East for a distance of 73.02 feet to a point;
- 4) South 54° 44' 54" West for a distance of 23.25 feet to a point;
- 5) South 48° 08' 21" West for a distance of 19.92 feet to a point;
- 6) South 41° 31' 46" West for a distance of 19.92 feet to a point;
- 7) South 34° 55' 10" West for a distance of 19.92 feet to a point;
- 8) South 28° 18' 35" West for a distance of 19.85 feet to a point;
- 9) South 20° 09' 40" West for a distance of 39.76 feet to a point;
- 10) South 20° 15' 53" West for a distance of 163.08 feet to a point;
- 11) South 20° 15' 53" West for a distance of 100.30 feet to a point;
- 12) South 20° 15' 53" West for a distance of 194.95 feet to a point;
- 13) South 20° 15' 53" West for a distance of 70.01 feet to a point;
- 14) South 20° 15' 52" West for a distance of 70.01 feet to a point;
- 15) South 20° 15' 54" West for a distance of 70.01 feet to a point;
- 16) South 20° 15' 52" West for a distance of 227.21 feet to a point;
- 17) South 23° 31' 01" West for a distance of 66.71 feet to a point;
- 18) South 66° 37' 15" East for a distance of 339.90 feet to a point;
- 19) South 13° 23' 53" West for a distance of 161.07 feet to a point;
- 20) South 13° 23' 53" West for a distance of 403.22 feet to a point;
- 21) North 70° 14' 47" West for a distance of 288.45 feet to a point;
- 22) South 37° 16' 14" East for a distance of 185.93 feet to a point;
- 23) South 37° 16' 14" East for a distance of 233.47 feet to a point;
- 24) South 06° 26' 41" West for a distance of 182.03 feet to a point;
- 25) South 06° 26' 41" West for a distance of 266.02 feet to a point;
- 26) South 66° 00' 10" East for a distance of 125.11 feet to a point;
- 27) South 11° 44' 34" West for a distance of 97.31 feet to a point;
- 28) South 11° 44' 34" West for a distance of 57.10 feet to a point;
- 29) South 41° 13' 07" West for a distance of 145.49 feet to a point;
- 30) South 39° 12' 32" West for a distance of 173.28 feet to a point;
- 31) South 01° 44' 00" West for a distance of 324.63 feet to a point;
- 32) North 50° 40' 10" West for a distance of 152.44 feet to a point;
- 33) North 03° 20' 37" East for a distance of 209.85 feet to a point;
- 34) North 52° 56' 42" West for a distance of 401.10 feet to a point;
- 35) North 06° 14' 08" West for a distance of 153.09 feet to a point;
- 36) North 31° 54' 46" West for a distance of 179.51 feet to a point;
- 37) North 31° 54' 46" West for a distance of 68.57 feet to a point;

- 38) North 17° 21' 07" West for a distance of 129.26 feet to a point;
- 39) North 37° 08' 08" West for a distance of 63.12 feet to a point;
- 40) North 02° 37' 27" West for a distance of 78.92 feet to a point;
- 41) North 02° 37' 26" West for a distance of 104.31 feet to a point;
- 42) North 02° 37' 27" West for a distance of 125.21 feet to a point;
- 43) North 46° 16' 43" East for a distance of 171.30 feet to a point;
- 44) North 10° 29' 36" East for a distance of 46.49 feet to a point;
- 45) North 10° 29' 37" East for a distance of 85.19 feet to a point;
- 46) South 35° 59' 42" West for a distance of 169.43 feet to a point;
- 47) South 73° 54' 38" West for a distance of 127.66 feet to a point;
- 48) North 32° 10' 28" West for a distance of 96.27 feet to a point;
- 49) North 04° 44' 11" West for a distance of 132.79 feet to a point;
- 50) North 25° 06' 19" East for a distance of 71.56 feet to a point;
- 51) North 11° 29' 37" West for a distance of 103.11 feet to a point;
- 52) North 11° 29' 36" West for a distance of 106.48 feet to a point;
- 53) North 10° 54' 26" East for a distance of 99.61 feet to a point;
- 54) North 00° 00' 48" East for a distance of 168.24 feet to a point;
- 55) North 00° 56' 47" East for a distance of 261.45 feet to a point;
- 56) North 11° 47' 22" East for a distance of 21.31 feet to a point;
- 57) North 21° 21' 48" East for a distance of 198.72 feet to a point;
- 58) South 66° 37' 15" East for a distance of 186.33 feet to a point;
- 59) North 05° 27' 13" West for a distance of 23.96 feet to a point;
- 60) North 79° 15' 18" East for a distance of 220.15 feet to a point;
- 61) South 28° 01' 30" East for a distance of 141.08 feet to a point;
- 62) North 88° 12' 59" East for a distance of 293.95 feet to a point;
- 63) North 20° 15' 53" East for a distance of 30.12 feet to a point;
- 64) North 20° 15' 53" East for a distance of 70.01 feet to a point;
- 65) North 20° 15' 52" East for a distance of 179.85 feet to a point;
- 66) North 74° 04' 03" West for a distance of 64.61 feet to a point;
- 67) North 74° 04' 01" West for a distance of 70.01 feet to a point;
- 68) North 74° 04' 02" West for a distance of 70.01 feet to a point;
- 69) North 74° 04' 02" West for a distance of 70.01 feet to a point;
- 70) North 74° 04' 03" West for a distance of 96.47 feet to a point;
- 71) North 19° 32' 28" West for a distance of 94.99 feet to a point;
- 72) North 19° 32' 28" West for a distance of 105.02 feet to a point;
- 73) North 19° 32' 28" West for a distance of 141.47 feet to a point;
- 74) North 19° 32' 28" West for a distance of 169.09 feet to a point;
- 75) North 19° 32' 28" West for a distance of 92.70 feet to a point;
- 76) North 01° 27' 36" West for a distance of 46.70 feet to a point;
- 77) North 01° 27' 36" West for a distance of 214.57 feet to a point;
- 78) North 29° 43' 56" West for a distance of 363.89 feet to a point;
- 79) North 33° 38' 18" East for a distance of 81.51 feet to a point;
- 80) North 88° 22' 46" East for a distance of 98.13 feet to a point;
- 81) South 22° 23' 31" East for a distance of 360.63 feet to a point;
- 82) South 64° 15' 11" East for a distance of 285.30 feet to a point;
- 83) South 23° 36' 50" East for a distance of 110.75 feet to a point;
- 84) North 83° 31' 27" East for a distance of 145.60 feet to the **POINT OF BEGINNING**, and containing 58.411 acres of land, more or less.

El Pinon Service Area

The area served is approximately 10.3 miles southwest of the City of Pineland, Texas, located in the J. M. Hale Survey (A-641) in San Augustine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 1, Block 1 of the El Pinon Estates Subdivision, Section One, per plat recorded in Volume 146, Page 156 of the San Augustine County Plat Records;

THENCE, the following nine (9) courses:

- 85) North 88° 58' 47" East for a distance of East 2,313.05 feet to a point;
- 86) South 00° 57' 14" East for a distance of East 1,330.00 feet to a point;
- 87) South 88° 58' 47" West for a distance of West 2,006.74 feet to a point;
- 88) North 13° 34' 08" West for a distance of West 81.96 feet to a point;
- 89) South 88° 58' 47" West for a distance of West 142.84 feet to a point;
- 90) South 70° 17' 03" West for a distance of West 113.73 feet to a point;
- 91) North 20° 26' 39" West for a distance of West 54.87 feet to a point;
- 92) North 21° 54' 55" West for a distance of West 50.85 feet to a point;
- 93) North 01° 01' 13" West for a distance of West 1,187.20 feet to the **POINT OF BEGINNING**, and containing 70.090 acres of land, more or less.

Timberlane Service Area

The area served is approximately 10.9 miles southeast of the City of Hemphill, Texas, located in the Houston East and West Texas Railway Company Survey (A-273) and in the John Shiveral (A-187) in Sabine County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the East corner of Lot 39 and southeast corner of Lot 40 of the Timberlane Subdivision, recorded in File No. 1, Page 123 of the Sabine County Plat Records;

THENCE, the following fifty-three (53) courses:

- 94) South 65° 38' 00" West for a distance of 127.36 feet to a point;
- 95) South 65° 38' 00" West for a distance of 110.00 feet to a point;
- 96) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 97) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 98) South 65° 38' 00" West for a distance of 75.00 feet to a point;
- 99) South 65° 38' 00" West for a distance of 70.08 feet to a point;
- 100) South 23° 30' 00" East for a distance of 27.12 feet to a point;
- 101) South 57° 26' 33" West for a distance of 79.34 feet to a point;
- 102) South 57° 33' 27" West for a distance of 74.93 feet to a point;
- 103) South 57° 30' 00" West for a distance of 33.72 feet to a point;
- 104) South 84° 53' 31" West for a distance of 68.34 feet to a point;
- 105) South 85° 16' 01" West for a distance of 100.41 feet to a point;
- 106) South 85° 07' 00" West for a distance of 107.04 feet to a point;
- 107) North 06° 40' 00" West for a distance of 64.65 feet to a point;
- 108) North 06° 40' 00" West for a distance of 48.47 feet to a point;
- 109) North 40° 45' 00" West for a distance of 28.47 feet to a point;
- 110) North 40° 45' 00" West for a distance of 70.00 feet to a point;

- 111) North 40° 45' 00" West for a distance of 50.54 feet to a point;
- 112) North 27° 12' 00" East for a distance of 91.37 feet to a point;
- 113) North 27° 12' 00" East for a distance of 114.03 feet to a point;
- 114) North 05° 12' 00" East for a distance of 59.03 feet to a point;
- 115) North 05° 12' 00" East for a distance of 95.74 feet to a point;
- 116) North 39° 32' 00" East for a distance of 115.78 feet to a point;
- 117) North 63° 10' 00" East for a distance of 101.05 feet to a point;
- 118) North 63° 10' 00" East for a distance of 32.31 feet to a point;
- 119) South 89° 50' 00" East for a distance of 70.10 feet to a point;
- 120) South 89° 50' 00" East for a distance of 62.52 feet to a point;
- 121) North 34° 48' 00" East for a distance of 82.15 feet to a point;
- 122) North 47° 50' 00" West for a distance of 74.41 feet to a point;
- 123) North 65° 32' 00" West for a distance of 69.22 feet to a point;
- 124) North 65° 32' 00" West for a distance of 80.00 feet to a point;
- 125) North 65° 32' 00" West for a distance of 73.77 feet to a point;
- 126) North 44° 42' 00" West for a distance of 44.83 feet to a point;
- 127) North 55° 02' 30" West for a distance of 113.13 feet to a point;
- 128) North 43° 16' 18" West for a distance of 70.03 feet to a point;
- 129) North 19° 46' 41" East for a distance of 38.10 feet to a point;
- 130) North 19° 10' 04" East for a distance of 80.14 feet to a point;
- 131) North 20° 00' 30" East for a distance of 41.78 feet to a point;
- 132) North 00° 08' 00" East for a distance of 35.52 feet to a point;
- 133) North 00° 08' 00" East for a distance of 75.00 feet to a point;
- 134) North 00° 08' 00" East for a distance of 80.00 feet to a point;
- 135) North 00° 08' 00" East for a distance of 75.00 feet to a point;
- 136) North 00° 08' 00" East for a distance of 73.78 feet to a point;
- 137) North 75° 48' 00" East for a distance of 90.86 feet to a point;
- 138) North 33° 58' 00" East for a distance of 63.09 feet to a point;
- 139) North 33° 58' 00" East for a distance of 32.29 feet to a point;
- 140) North 54° 58' 00" West for a distance of 25.19 feet to a point;
- 141) North 54° 58' 00" West for a distance of 104.90 feet to a point;
- 142) North 33° 52' 00" East for a distance of 138.78 feet to a point;
- 143) North 39° 25' 00" West for a distance of 134.45 feet to a point;
- 144) North 05° 25' 00" East for a distance of 144.96 feet to a point;
- 145) North 25° 09' 26" East for a distance of 100.39 feet to a point;
- 146) South 24° 32' 00" East for a distance of 2,000.65 feet to the **POINT OF BEGINNING**, and containing 23.108 acres of land, more or less.

Vista Verde Service Area

The area served is approximately 3.9 miles southeast of the City of Montgomery, Texas, located in the William Atkins Survey (A-3) in Montgomery County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the Northwest corner of Lot 15, Block 1 of the Marvin's Gardens II Subdivision, recorded in Volume 11, Page 2 of the Map Records of Montgomery County, Texas, but now recorded in Cabinet A, Sheet 105A of said Map Records;

THENCE, the following twelve (12) courses:

- 147) North 86° 17' 59" East for a distance of 1,685.62 feet to a point;

- 148) South 16° 51' 34" East for a distance of 1,217.98 feet to a point;
- 149) South 85° 19' 46" West for a distance of 356.08 feet to a point;
- 150) South 82° 39' 54" West for a distance of 690.47 feet to a point;
- 151) South 82° 39' 54" West for a distance of 530.25 feet to a point;
- 152) South 01° 16' 29" East for a distance of 50.31 feet to a point;
- 153) South 04° 12' 36" East for a distance of 428.68 feet to a point;
- 154) South 84° 43' 48" West for a distance of 219.93 feet to a point;
- 155) North 03° 25' 19" West for a distance of 67.30 feet to a point;
- 156) North 03° 25' 19" West for a distance of 355.02 feet to a point;
- 157) North 13° 21' 52" West for a distance of 114.07 feet to a point;
- 158) North 10° 52' 01" West for a distance of 1,229.21 feet to the **POINT OF BEGINNING**, and containing 51.767 acres of land, more or less.