



Filing Receipt

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Control Number - 53317
ItemNumber - 37

DOCKET NO. 53317

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	
LLC AND JUSRYN COMPANY, INC.	§	PUBLIC UTILITY COMMISSION
DBA SHADY GROVE SEWER SYSTEM	§	
FOR SALE, TRANSFER, OR MERGER	§	OF TEXAS
OF FACILITIES AND CERTIFICATE	§	
RIGHTS IN HOOD COUNTY	§	

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

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

I. SUBMITTAL OF CLOSING DOCUMENTS

1. Order No. 6, issued on August 25, 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 December 21, 2022.
3. There are no outstanding customer deposits associated with this sewer system.
4. CSWR Texas has therefore submitted all documents or information required by Order No. 6.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 6, CSWR Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the documents and propose a procedural schedule for continued processing of this docket.

Respectfully submitted,

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



Evan D. Johnson
State Bar No. 24065498
Wendy K. L. Harvel
State Bar No. 00796719
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
wendy.harvel@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of January 2023, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.


Wendy K. L. Harvel

AFTER RECORDING, RETURN TO:

VICKI L. BROWN
MISSION TITLE
16500 SAN PEDRO, STE. 212
SAN ANTONIO, TX 78232

GF# 2209908-02
Texas Recording Services, LLC

GENERAL ASSIGNMENT

THE STATE OF TEXAS

§

COUNTY OF HOOD

§

§

KNOW ALL MEN BY THESE PRESENTS: THAT

This General Assignment ("Assignment") is executed to be effective as of the 21 day of December, 2022 (the "Effective Date"), by Jusryn Company, Inc., a Texas corporation ("Assignor"), in favor of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignee, as "Buyer", and Assignor, as "Seller", are parties to that certain Agreement for Sale of Utility System dated March 25, 2021, (as amended and assigned, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, all of Assignor's assets, personal property, and real property connected with certain sewer facilities developed or operated by Assignor (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, concurrently herewith, Assignor has, pursuant to the terms of the Purchase Agreement, sold and conveyed to Assignee (i) certain real property located in Hood County, Texas, together with all improvements thereon, fixtures attached thereto, and rights appurtenants thereto that pertain to the ownership, operation, and/or maintenance of the System (the "Real Property"); (ii) all of Assignor's right, title, and interest, if any, in and to all personal property, together with all rights appurtenant thereto, owned by Assignor that comprises the System or pertains to or is used in connection with the ownership, operation, and/or maintenance of the System (the "Personal Property" and, collectively with the Real Property, the "Property").

WHEREAS, Assignor has also agreed, pursuant to the terms of the Agreement for Sale of Utility System, to convey to Assignee all of Assignor's right, title, and interest in and to certain assets owned by Assignor which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System and the Property, including but not limited to all easements in and to the System.

AGREEMENT

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 all assets owned by Assignor which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System and the Property (collectively, the "Assets"), including, without limitation, the following:

A. All easements, streets, rights-of-way, or other rights and interests of any kind or nature, if any, including, but not limited to, any rights and interests held or reserved by Assignor in

any subdivision plats within the Service Area, all of Assignor's rights as declarant or otherwise under documents establishing easements or other rights used or useful in the operation of the System which affect the Service Area, including, but not limited to, any restrictive covenants, declaration, or other similar document, and all rights and interests held or reserved by Assignor in any other agreements or documents of any kind or nature, including but not limited to rights and or interests created 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, including but not limited to:

B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the System, including without limitation, the following: all sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;

C. 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 Service Area, 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;

D. 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;

E. All utility deposits and/or other deposits of any kind or nature which have been delivered to Assignor or which are held by any utility providers, governmental entities, or other third parties with respect to or in connection with the System, BUT EXPRESSLY EXCLUDING ANY CUSTOMER DEPOSITS HELD BY ASSIGNOR; 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;

F. All indemnities or claims with respect to the System and all telephone exchanges used in connection with the System;

G. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, including, but not limited to, those pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and

H. Any other assets not described herein which are used or useful to own, operate, and/or maintain the System, but specifically excluding customer deposits held by Assignor;

- I. All buildings, rights of way, licenses, permits and leases;
- J. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system; and
- K. All machinery, equipment, supplies, tools, devices, mobile work equipment, furniture, fixtures and other tangible items located in Hood County, Texas, and used or held for use in connection with the System;
- L. All assets not described which are located in Hood County, Texas and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.

TO HAVE AND TO HOLD, with all of the rights and appurtenances thereto belonging, unto Assignee, its successors and assigns, to itself and for its own use and behalf forever. Assignor hereby warrants and represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have not previously sold, assigned, conveyed, transferred, delivered, or set over any of the Assets to any third party and that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious, and adverse manner for a time period in excess of ten (10) years prior to the Effective Date. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for Assignor and in its name and stead or otherwise, by and on behalf of and for the benefit of Assignee to demand and receive from time to time any and all of the Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Assignee any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assets and to do all such acts and things in relation thereto as Assignee shall deem desirable; and Assignor hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

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

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate 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 any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement. A facsimile signature or a signature sent electronically (via email or PDF) shall be deemed to be an original signature for all purposes.

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).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

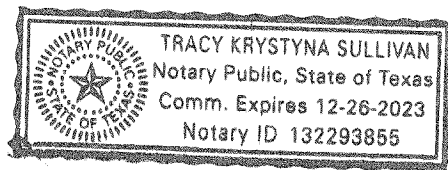
JUSRY COMPANY, INC., a Texas corporation

By: 
Ike Thomas, President

THE STATE OF TEXAS §

COUNTY OF HOOD §

This instrument was acknowledged before me this 21 day of December, 2022, by Ike Thomas, as President of Jusryn Company, Inc., a Texas corporation, who stated that he was authorized to execute this instrument on behalf of the corporation.



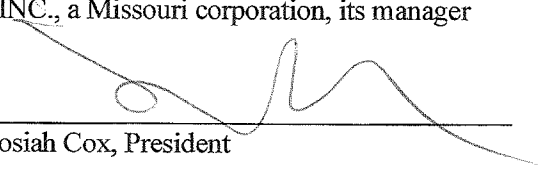
[SEAL]


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

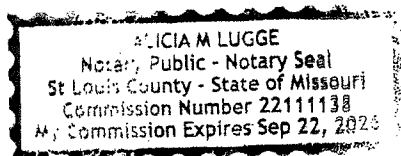
By: 
Josiah Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 19 day of December, 2022, by Josiah Cox, as 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)



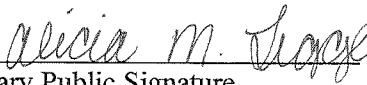

Notary Public Signature

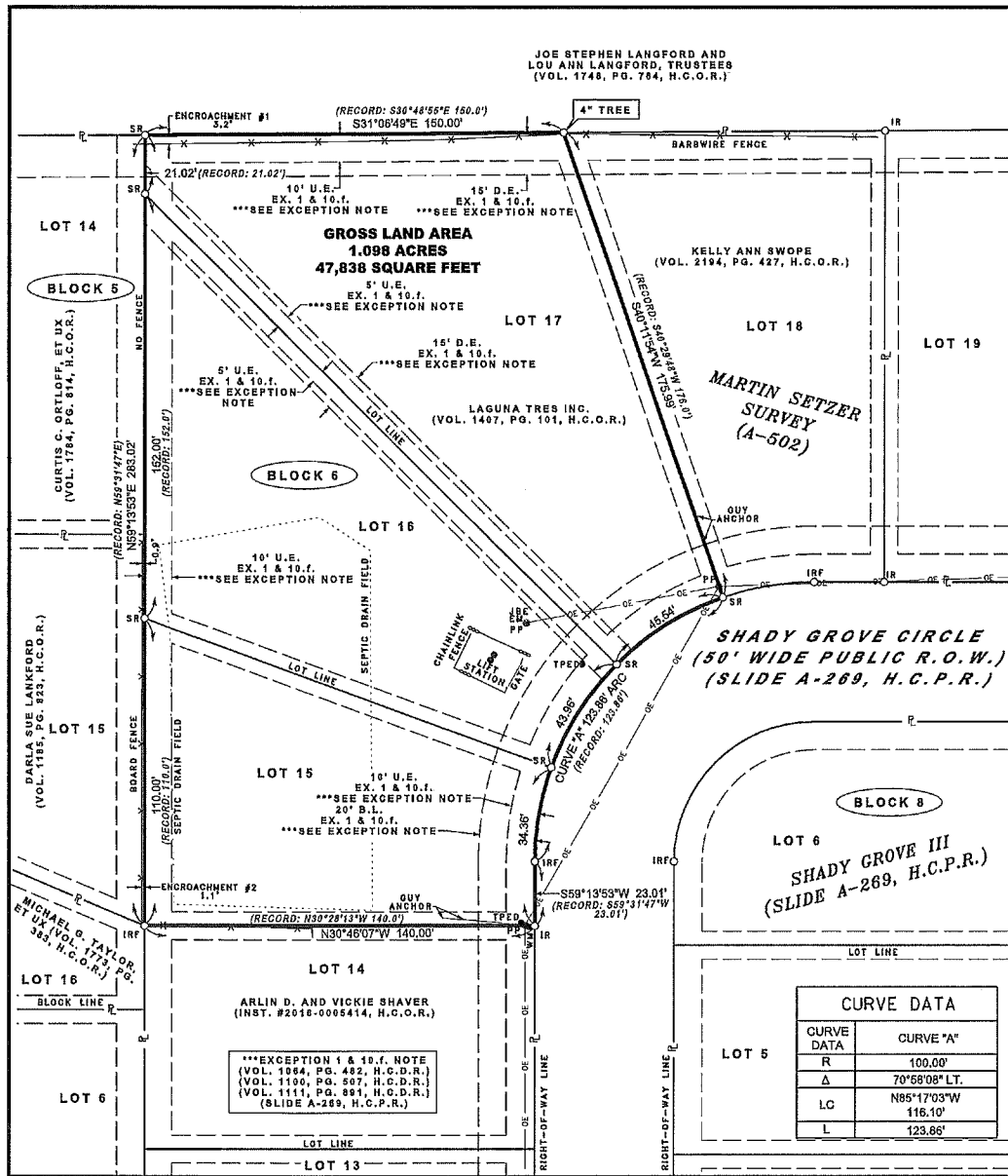
EXHIBIT A
Shady Grove Service Area

The area served is near of the City of Granbury, Texas, located in the Martin Setzer Survey (A-502) in Hood County, Texas and being more particularly described as follows:

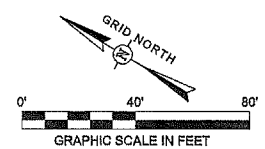
BEGINNING at a point at or near the North corner of Lot 17, Block 6 and East corner of Lot 14, Block 5 of the Shady Grove III Subdivision, per plat recorded in Slide A-269 of the Hood County Plat Records;

THENCE, the following twelve (12) courses:

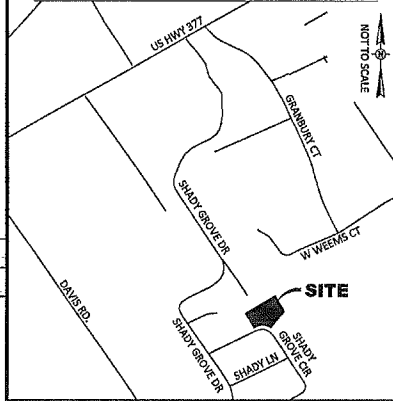
- 1) South 29° 47' 19" East for a distance of 31.57 feet to a point;
- 2) South 32° 20' 35" East for a distance of 124.60 feet to a point;
- 3) South 30° 12' 40" East for a distance of 343.54 feet to a point;
- 4) South 58° 42' 56" West for a distance of 168.84 feet to a point;
- 5) North 30° 22' 26" West for a distance of 262.66 feet to a point;
- 6) With a circular curve to the left, having a radius of 95.58 feet, a central angle of 75° 09' 42", whose long chord bears North 74° 23' 13" West, a distance of 116.59 feet, for an arc length of 125.38 feet to a point;
- 7) South 60° 10' 37" West for a distance of 31.52 feet to a point;
- 8) South 58° 27' 08" West for a distance of 390.43 feet to a point;
- 9) North 29° 42' 46" West for a distance of 302.27 feet to a point;
- 10) North 59° 34' 45" East for a distance of 152.63 feet to a point;
- 11) South 30° 33' 23" East for a distance of 149.44 feet to a point;
- 12) North 58° 26' 37" East for a distance of 512.23 feet to the **POINT OF BEGINNING**, and containing 4.237 acres of land, more or less.



PLAT SCALE & ORIENTATION



VICINITY MAP



LEGEND

1. O SR = SET 5/8" STEEL ROD WITH ORANGE PLASTIC CAP STAMPED "J", BLUDAU, RPLS #6390"
2. O IR = FOUND 5/8" IRON ROD
3. O IRF = FOUND 1/2" IRON ROD
4. O = POINT FOR CORNER (NOTHING FOUND OR SET)
5. --- CHAIN LINK FENCE
6. --- OVERHEAD ELECTRIC LINE
7. --- EASEMENT LINE
8. --- PROPERTY LINE
9. --- PARENT TRACT LINE
10. --- UNDERGROUND OR ABOVE WATER PIPE
11. --- FENCE
12. --- SURVEY/LEAGUE/ABSTRACT LINE
13. --- BUILDING
14. --- CONCRETE SLAB
15. R.O.W. = RIGHT OF WAY D.E. = DRAINAGE EASEMENT B.L. = BUILDING LINE
16. JBE = ELECTRIC JUNCTION BOX EM = ELECTRIC METER WM = WATER METER
17. TPED = TELEPHONE PEDESTAL PP = POWER POLE U.E. = UTILITY EASEMENT
18. H.C.O.R. = HOOD COUNTY OFFICIAL PUBLIC RECORDS
19. H.C.D.R. = HOOD COUNTY REAL RECORDS
20. H.C.P.R. = HOOD COUNTY PLAT RECORDS

SHEET INFORMATION

TITLE	ALTA/NSPS LAND TITLE SURVEY
PROJECT LOCATION	3109 SHADY GROVE CIRCLE, GRANBURY, TX 76049
PROJECT NUMBER	219502-932
ORIGINAL DATE	05/20/2022
1. REVISION DATE	
2. REVISION DATE	
3. REVISION DATE	

SURVEYED BY:

MEI MAVERICK
ENGINEERING, INC.
FIRM #100491-02
318 EAST MORRIS STREET, YOKAHAM, TEXAS 77995
PHONE (361) 293-2725 FAX (361) 293-2776

GROSS LAND AREA

1.098 ACRES
OR
47,838 SQ. FT.

BEARING BASIS

BEARINGS AND DISTANCES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE 4202 (UNLESS OTHERWISE NOTED).

FLOOD NOTE

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ON-LINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY DOES NOT LIE WITHIN 1% ANNUAL CHANCE OF 100 YEAR FLOOD ZONE, BASED ON FLOOD INSURANCE RATE MAP NUMBER 48221C0205E, WHICH BEARS AN EFFECTIVE DATE OF APRIL 5, 2019, AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

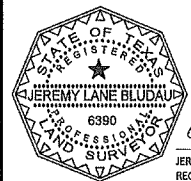
STATEMENT OF ENCROACHMENTS

1. FENCE ALONG NORTHEAST PROPERTY LINE (8.2')
2. FENCE ALONG NORTHWEST PROPERTY LINE (1.1')

ALTA/NSPS LAND TITLE SURVEY

TO: CENTRAL STATES WATER RESOURCES, INC., CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, MISSION TITLE, LP, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, AND 11 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 25, 2022. DATE OF PLAT OR MAP: MAY 20, 2022



Jeremy L. Bludau
JEREMY L. BLUDAU
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6390,
STATE OF TEXAS
SURVEY COMPLETED: FEBRUARY 25, 2022

**SUMMARY OF EASEMENTS,
RIGHTS OF WAY AND
SERVITUDES**

PER SCHEDULE "B" OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT G.F. NO. 2200908-02, COMMITMENT EFFECTIVE DATE OF APRIL 15, 2022 AND AN ISSUED DATE OF APRIL 26, 2022.

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW:

THOSE IN VOLUME 148, PAGE 15; VOLUME 150, PAGE 377; VOLUME 1064, PAGE 482; VOLUME 1100, PAGE 507, AND VOLUME 1111, PAGE 891, REAL RECORDS, AND THOSE ON THE PLAT RECORDED AT SLIDE A-269, PLAT RECORDS, HOOD COUNTY, TEXAS, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS.

(AFFECTS TRACT, PLOTTED HEREON)

10.a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS A, AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

(AFFECTS TRACT, NOTHING TO PLOT)

10.b. ALL VISIBLE AND APPARENT EASEMENTS OR USES AND ALL UNDERGROUND EASEMENTS OR USES, THE EXISTENCE OF WHICH MAY RISE BY UNRECORDED GRANT OR BY USE.

(AFFECTS TRACT, NOTHING TO PLOT)

10.c. RIGHTS OF PARTIES IN POSSESSION.

(AFFECTS TRACT, NOTHING TO PLOT)

10.d. RIGHTS OF TENANTS, AS TENANTS ONLY, UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS.

(AFFECTS TRACT, NOTHING TO PLOT)

10.e. ANY AND ALL MATTERS WHICH WOULD BE SHOWN ON A CURRENT, CORRECT SURVEY OF THE PROPERTY.

(AFFECTS TRACT, NOTHING TO PLOT)

10.f. EASEMENTS AND BUILDING LINES AS RESERVED IN THE RESTRICTIONS RECORDED IN VOLUME 1064, PAGE 482, VOLUME 1100, PAGE 507, AND VOLUME 1111, PAGE 891, AND/OR AS SHOWN ON THE PLAT RECORDED IN SLIDE A-269, PLAT RECORDS, HOOD COUNTY, TEXAS.

(AFFECTS TRACT, PLOTTED HEREON)

SURVEYED BY:

MEP MAVERICK
ENGINEERING, INC.
FIRM #100491-02
318 EAST MORRIS STREET, YOAKUM, TEXAS 77995
PHONE (361) 293-2725 FAX (361) 293-2176

GENERAL NOTES

1. THIS SURVEY ONLY SHOWS IMPROVEMENTS FOUND ABOVE GROUND. UNDERGROUND FOOTINGS ARE NOT SHOWN ON THIS SURVEY MAP.
2. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
3. IF YOU ARE READING THIS SURVEY IN AN ELECTRONIC FORMAT, THE INFORMATION IS ONLY VALID IF THE DOCUMENT IS ELECTRONICALLY SIGNED AS SPECIFIED IN CHAPTERS 51-17.062 (8) OF THE ADMINISTRATIVE CODE AND STATUTE 472.025 AND WILL CONTAIN A BLUE SIGNATURE. MANUALLY SIGNED AND SEALED SURVEYS ARE KEPT IN THE OFFICE OF THE PERFORMING SURVEYOR. IF THIS DOCUMENT IS IN HARD COPY FORMAT, IT IS NOT VALID WITHOUT A BLUE SIGNATURE AND SEAL OF THE LICENSED SURVEYOR.
4. THE SYMBOLS REFLECTED IN THE LEGEND AND ON THIS SURVEY MAY HAVE BEEN ENLARGED OR REDUCED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION, AND MAY NOT REPRESENT THE ACTUAL SHAPE OF SIZE OF THE FEATURE.
5. THERE MAY BE ADDITIONAL BELOW GROUND IMPROVEMENTS NOT SHOWN OR UNKNOWN TO THE SURVEYOR, WHICH MAY OR MAY NOT BE IN CONFLICT WITH BUILDING AND EASEMENT LINES.
6. BUILDING MEASUREMENTS SHOULD NOT BE USED FOR NEW CONSTRUCTION OR PLANNING. MEASUREMENTS SHOULD BE VERIFIED PRIOR TO SUCH ACTIVITY.
7. UTILITIES SHOWN ON THE SUBJECT PROPERTY MAY OR MAY NOT INDICATE THE EXISTENCE OF RECORDED OR UNRECORDED UTILITY EASEMENTS.
8. AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.
9. THERE MAY BE EXISTING UTILITIES AND PIPELINES NOT SHOWN ON PLAT. USE THE TEXAS ONE CALL SYSTEM TO LOCATE PIPELINES BEFORE PERFORMING ANY EXCAVATIONS ON THIS PROPERTY.
10. THE LOCATION OF THE UTILITIES SHOWN HEREON ARE FROM THE OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES, EXCEPT AS SHOWN HEREON.
11. SUBJECT PROPERTY IS SITUATED ON SHADY GROVE CIRCLE, APPROXIMATELY 489 FEET NORTHEAST FROM THE INTERSECTION OF SHADY GROVE DR AND SHADY GROVE CIRCLE, BOTH DEDICATED PUBLIC RIGHT-OF-WAYS, AND HAS DIRECT ACCESS TO BOTH.
12. ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDING, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE GROUND VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
13. THE LEGAL DESCRIPTION DOES FORM A MATHEMATICALLY CLOSED FIGURE WITH NO GAPS, GORES OR OVERLAPS.
14. RECORD BEARINGS AND DISTANCES ARE SHOWN IN PARENTHESIS.
15. THERE ARE NO REGULAR PARKING SPACES ON SUBJECT PROPERTY.

**RECORD
DESCRIPTION**

PER SCHEDULE "A" OF FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT G.F. NO. 2200908-02, COMMITMENT EFFECTIVE DATE OF APRIL 15, 2022 AND AN ISSUED DATE OF APRIL 26, 2022.

LOTS 15, 16 AND 17 IN BLOCK 6, SHADY GROVE III, A SUBDIVISION IN HOOD COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN SLIDE A-269, PLAT RECORDS, HOOD COUNTY, TEXAS

**RESTRICTIONS AND
BUILDING LINES**

BUILDING LINE = 20' FROM FRONT PROPERTY LINE

**NOTE TO CLIENT,
INSURER, AND LENDER**

WITH REGARD TO TABLE A, ITEM 11, SOURCE INFORMATION FROM THE DELEGATED AUTHORITY WAS COMBINED WITH SURFACE EVIDENCE OF UTILITIES PURSUANT TO SECTION 8.6.k. TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, OR RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY TO DETERMINE THE EXACT LOCATION OF UNDERGROUND UTILITIES.

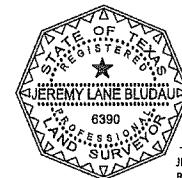
SHEET INFORMATION

TITLE	ALTA/NSPS LAND TITLE SURVEY
PROJECT LOCATION	3109 SHADY GROVE CIRCLE, GRANBURY, TX 76049
PROJECT NUMBER	219502-932
ORIGINAL DATE	05/20/2022
1. REVISION DATE	
2. REVISION DATE	
3. REVISION DATE	

**ALTA/NSPS LAND
TITLE SURVEY**

TO: CENTRAL STATES WATER RESOURCES, INC., CSWR-TEXAS UTILITY OPERATING COMPANY, L.L.C. MISSION TITLE, L.P. AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, AND 11 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON FEBRUARY 25, 2022. DATE OF PLAT OR MAP: MAY 20, 2022



Jeremy L. Bludau
JEREMY L. BLUDAU
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6390,
STATE OF TEXAS
SURVEY COMPLETED: FEBRUARY 25, 2022

SHEET 2 OF 2

BILL OF SALE

This BILL OF SALE, effective as of the 2/5 day of December, 2022, is made by Jusryn Company, 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 March 25, 2021, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the "Purchase Agreement").

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

All personal property comprising the sewer system, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift & pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system.

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

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

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

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

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

[signature page follows]

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

Jusryn Company, Inc., a Texas corporation

By: 

Ike Thomas, President

EXHIBIT A

Chaparral Service Area

TRACT I:

BEING all that certain lot, tract, or parcel of land, situated in Gillespie County, Texas, being all of Lot No. 20BR, of a Resubdivision of Lot No. 20 of the Chaparral Village, as said lot is shown, designated and delineated on the map or plat of said Resubdivision recorded in Volume 6, Page 15, Plat Records of Gillespie County, Texas, here referred to and made a part hereof for all pertinent purposes.

TRACT II:

A NON-EXCLUSIVE ACCESS EASEMENT over and across 1,370 square feet of land, more or less, situated in Gillespie County, Texas, part of Lot No. 19, Chaparral Village; said 1,370 square foot tract of land is described my metes and bounds on Exhibit "A", attached hereto and made a part hereof.