



Filing Receipt

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Control Number - 53538

ItemNumber - 26

DOCKET NO. 53538

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|---------------------------------------|----------|----------------------------------|
| APPLICATION OF AMBERWOOD | § | |
| UTILITY AND CSWR-TEXAS UTILITY | § | PUBLIC UTILITY COMMISSION |
| OPERATING COMPANY, LLC FOR | § | |
| SALE, TRANSFER, OR MERGER OF | § | OF TEXAS |
| FACILITIES AND CERTIFICATE | § | |
| RIGHTS IN HARRIS 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 November 3, 2022, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed General Assignment and Bill of Sale. The effective date of the transaction was December 6, 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. 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)

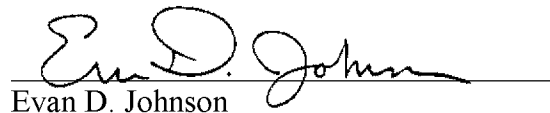


Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of December 2022, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.



Evan D. Johnson

**FIRST AMENDMENT TO
AGREEMENT FOR SALE OF UTILITY SYSTEM**

This First Amendment to Agreement for Sale of Utility System (“**First Amendment**”) is made and entered into this ___ day of December, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation (“**Buyer**”), AMBERWOOD UTILITY CO., a Texas partnership or former partnership, and KELLY CONNER GABRISCH, LISA KIM CONNER, C.B. CONNER and FREDDIE CONNER, all individuals (together, “**Seller**”), collectively, the “**Parties**”.

RECITALS

WHEREAS, Amberwood Utility Co. and Buyer entered into that certain Purchase and Sale Agreement, dated October 6, 2021, in respect to the sale and purchase of that certain water utility system in Harris County, Texas (the “**Agreement**”);

WHEREAS, the Agreement incorrectly states that Amberwood Utility Co. is a corporation when it is a Texas partnership or former partnership;

WHEREAS, C.L. Conner and C.G. Conner are deceased partners of Amberwood Utility Co. and C.B. Conner is a living partner of Amberwood Utility Co. and by entering into this First Amendment, the Parties desire to amend and modify the Agreement to add KELLY CONNER GABRISCH, as heir to the estate of C.L. Conner, a deceased partner of Amberwood Utility Co., and in her individual capacity, LISA KIM CONNER, as heir to the estate of C.L. Conner, a deceased partner of Amberwood Utility Co., and in her individual capacity, C.B. CONNER, as a partner of Amberwood Utility Co., and in his individual capacity, and FREDDIE CONNER, as heir to the estate of C.G. Conner, a deceased partner of Amberwood Utility Co., and in his individual capacity, as parties to the Agreement, pursuant to the information set forth in that certain Affidavit recorded at File No. RP-2022-478451 in the public records of Harris County, Texas on September 26, 2022, attached hereto and incorporated herein as **Exhibit A**, the substance of which has been relied upon by Buyer for purposes of this First Amendment;

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

AGREEMENT

1. Throughout the entire Agreement, all references to ‘Seller’ shall include reference to Amberwood Utility Co., Kelly Conner Gabrisch, Lisa Kim Conner, C.B. Conner and Freddie Conner.
2. Buyer hereby assigns its rights in the Agreement, as amended, to CSWR-Texas Utility Operating Company, a Texas limited liability company, pursuant to Section 7.04 of the Agreement.
3. The remaining terms of the Agreement shall remain unchanged, and shall remain in full force and effect except as provided herein. If any provision of this First Amendment conflicts with the Agreement, the provisions of this First Amendment shall control.
4. The undersigned hereby affirm that the actions taken and to be taken and the promises made pursuant to this First Amendment are fully authorized by the respective entities and that the officer or agent executing this document is authorized to do so.

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

BUYER:

AMBERWOOD UTILITY CO., a Texas partnership or former partnership

CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation

By: Kelly Conner Gabrisch
Kelly Conner Gabrisch, Heir of C.L. Conner, Partner

By: _____
Josiah M. Cox, President

By: Lisa Conner
Lisa Conner, Heir of C.L. Conner, Partner

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

By: C.B. Conner
C.B. Conner, Partner

By: Central States Water Resources, Inc., its Manager

By: Freddie Jean Conner
Freddie Jean Conner, Heir of C.G. Conner, Partner

By: _____
Josiah M. Cox, President

Kelly Conner Gabrisch
KELLY CONNER GABRISCH

Lisa Conner
LISA CONNER

C.B. Conner
C.B. CONNER

Freddie Jean Conner
FREDDIE JEAN CONNER

Amberwood

IN WITNESS WHEREOF, the Parties have duly executed this First Amendment as of the day and year first above written either simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SELLER:

AMBERWOOD UTILITY CO., a Texas partnership or former partnership

By: _____
Kelly Conner Gabrisch, Heir of C.L. Conner,
Partner

By: _____
Lisa Conner, Heir of C.L. Conner, Partner

By: _____
C.B. Conner, Partner

By: _____
Freddie Jean Conner, Heir of C.G. Conner,
Partner

ATTACHED

KELLY CONNER GABRISCH

LISA CONNER

C.B. CONNER

FREDDIE JEAN CONNER

BUYER:

CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation

By: _____
Josiah M. Cox, President

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

By: Central States Water Resources, Inc., its Manager

By: _____
Josiah M. Cox, President

EXHIBIT A

After recording
return to: M. R. CARR
902 E. Main St.
Humble, Texas 77338

AFFIDAVIT

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

BEFORE ME, the undersigned notary public, on this 9th day of June, 2022,
appeared C. B. CONNER and being duly sworn did depose and state:

1. My name is C. B. CONNER, and I reside in Liberty County, Texas. I am over the age of twenty-one (21) years, have never been convicted of any felony crime or crime involving moral turpitude, am of sound mind and competent to make this Affidavit. The facts stated herein are within my personal knowledge and are true and correct.

2. C. L. CONNER (80%), C. G. CONNER (10%) and C. B. CONNER (10%) formed a Partnership Agreement under the name "Amberwood" dated January 12, 1978 a true copy of which is attached as Exhibit "B". Such Partnership was for the purpose of purchase and development of a 69.16-acre tract of land, more or less, in Harris County, Texas described on Exhibit "A" attached (the "69.16" acres tract), also referred to as AMBERWOOD, an unrecorded subdivision.

3. The ownership of the 69.16 acres tract was held under the name of C. L. CONNER, TRUSTEE. Two deeds to C. L. CONNER, TRUSTEE dated January 12, 1978 are recorded under Clerk's File Nos. F464004 and M548124 in the Official Public Records of Harris County, Texas.

4. The Partnership continued to own a 24,605 square feet tract, more or less, commonly referred to as Lot 83 of AMBERWOOD, described on Exhibit "C" attached, which is held under Harris County Appraisal District Account No. 0410950010083.

5. C. L. CONNER is deceased and his two daughters KELLY CONNER GABRISCH and LISA CONNER are his sole beneficiaries under his will admitted to probate under File No. 466922 in the Estate of C. L. Conner, Deceased in Probate Court No. 3 in Harris County, Texas.

6. C. G. CONNER is deceased and his sole beneficiary is FREDDIE JEAN CONNER under his will admitted to probate under File No. 278198 in the Estate of C. G. CONNER, Deceased in Probate Court No. 2 in Harris County, Texas.

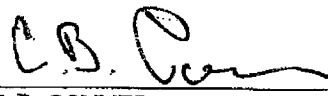
7. Ownership of the assets of such Partnership which terminated on January 12, 2003 under the fourth paragraph of said Partnership Agreement (being 25 years after January 16, 1978 being the beginning date of such Partnership Agreement) is 100% held by:

RP-2022-478451

- (1) 40% KELLY CONNER GABRISCH
19006 Vantage View Ln.
Humble, TX 77346
Tel: (281) 734-3353
- (2) 40% LISA CONNER
1900 1st St. E.
Humble, TX 77338
Tel: (714) 824-2483
- (3) 10% C. B. ("BEN") CONNER
200 CR 3810
Cleveland, TX 77328
Tel: (281) 989-3738
- (4) 10% C. G. CONNER, HEIR – FREDDIE JEAN CONNER
21610 Briar Oak
Humble, TX 77338
Tel: (281) 705-8088

Further, Affiants Sayeth Not.

DATED: 6/9, 2022



 C. B. CONNER
 200 CR 3810
 Cleveland, TX 77328

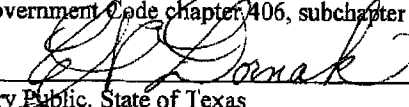
STATE OF TEXAS)
 COUNTY OF Liberty)

This instrument was acknowledged before me on June 9, 2022, by C. B. CONNER. The acknowledging persons personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.





 Notary Public, State of Texas

RP-2022-478451

EXHIBIT "A"

A tract of land known as Lot 83 of Amberwood, an unrecorded subdivision in Harris County, Texas, and being more fully described as 55.47 acres out of the A.R. Bodman Survey, Abstract No. 139 and the A.R. Bodman Survey, Abstract No. 141, out of and a part of that certain 69.16 acre tract described in deed recorded under Film Code 186-10-0013, Harris County, Texas, being more particularly described by metes and bounds as follows:

A TRACT OF LAND OUT OF AND A PART OF THE A.R. BODMAN SURVEY, ABSTRACT NO. 139, AND THE A.R. BODMAN SURVEY, ABSTRACT NO. 141, ALSO BEING THE SAME TWO TRACTS OF LAND CONVEYED TO L.W. MOORE BY J.A. NIX AS RECORDED IN VOLUME 1359, PAGE 85 AND VOLUME 1981, PAGE 576 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 00°16'20" WEST ALONG THE EAST LINE OF LEE ROAD, A DISTANCE OF 602.13 FEET TO AN OFFSET POINT IN LEE ROAD RIGHT-OF-WAY;

THENCE NORTH 89°43'40" WEST 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF LEE ROAD, WHOSE RIGHT-OF-WAY BECOMES 60 FEET WIDE;

THENCE SOUTH 00°16'20" WEST ALONG THE EAST LINE OF LEE ROAD, A DISTANCE OF 2360.00 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CALLED BY DEED TO CONTAIN 60 ACRES, MORE OR LESS, FROM J.A. NIX TO L.W. MOORE, RECORDED IN VOLUME 1359, PAGE 85 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS;

THENCE SOUTH 89°40' EAST 1149.00 FEET ALONG A FENCE LINE TO A 2" IRON PIPE FOUND AT A FENCE CORNER FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 00°16'20" EAST ALONG A FENCE LINE, A DISTANCE OF 3155.58 FEET TO THE SOUTH BANK OF SPRING CREEK;

THENCE UP SAID SPRING CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 24°59'16" WEST 232.35 FEET

SOUTH 20°47'31" WEST 228.93 FEET

SOUTH 24°17'19" WEST 246.05 FEET

SOUTH 69°53'30" WEST 200.67 FEET

SOUTH 88°18'44" WEST 200.32 FEET

NORTH 53°51'46" WEST 158.59 FEET

NORTH 35°11'00" WEST 542.40 FEET TO THE PLACE OF BEGINNING CONTAINING IN ALL 59.16 ACRES.

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EXHIBIT "B"

PARTNERSHIP AGREEMENT

This partnership agreement is made by and between C. L. Conner, C. B. Conner and C. G. Conner, all of Humble, County of Harris, State of Texas.

The parties hereby form a partnership under the name of "Amberwood" solely for the purchase and development of a tract of land consisting of 69.16 acres in Harris County, Texas.

The partnership shall begin January 12, 1978, and continue for a term of twenty-five years or until prior termination as herein provided.

The principal business office shall be located at 618 First Street, Humble, Texas 77338.

Capital shall be established and distribution of profit made in accordance with the following schedule:

- C. L. Conner - 80%
- C. B. Conner - 10%
- C. G. Conner - 10%

Management of the partnership shall be vested in C. L. Conner, sales will be under the control of C. B. Conner and development and maintenance shall be the duty of C. G. Conner.


All funds of the partnership shall be deposited in its name in such account or accounts as deemed necessary by its manager. Books of account shall be kept in the partnership office and each partner shall have free access thereto.


Distribution of profits shall be made at such time as partners shall agree upon and shall be made according to the ownership of each partner.


Voluntary termination of the partnership may be accomplished by agreement of the partners, in which event the assets shall be used first to discharge the partnership debts, then remaining assets will be divided among the partners according to each partner's percentage of interest.

In witness and agreement whereof the partners have this day affixed their signatures hereto:

Executed January 12, 1978.


C. L. CONNER


C. B. CONNER


C. G. CONNER

RP-2022-478451

EXHIBIT "C"
Page 1 of 2

HUMBLE SURVEYING COMPANY

709 South Washington Avenue, Suite B
Cleveland, Texas 77327
Phone: (281) 446-0118 Fax: (281) 592-7136
TBPELS Firm No. 10114600

LEGAL DESCRIPTION

0.566 ACRE TRACT

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 0.566 ACRES SITUATED IN THE AUSTIN R. BODMAN SURVEY, ABSTRACT No. 139, HARRIS COUNTY, TEXAS, AND BEING KNOWN AS LOT 83, BLOCK 1 OF AMBERWOOD UNRECORDED SUBDIVISION OUT OF A CALLED 69.16 ACRE TRACT AS RECORDED IN HARRIS COUNTY CLERK'S FILE (H.C.C.F.) No. F463974; SAID 0.566 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

COMMENCING at a 1/2 inch iron rod found for the southeast corner of Lot 79 of said Amberwood Subdivision, same being the southwest corner of Lot 10, Block 1 of Kenswick Forest Subdivision, Section 2 as recorded in Film Code No. 540208, Map Records Harris County, Texas;

THENCE North 02 degrees 36 minutes 52 seconds West, a distance of 189.68 feet (called North 00 degrees 16 minutes 20 seconds East, a distance of 190.24 feet) with the east line of a called 1.13 acre tract as recorded in H.C.C.F. No. S717662, known as Lot 79 and Lot 80 of said Amberwood Subdivision, same being the west line of said Lot 10, Lot 11 and Lot 12, Block 1 of said Kenswick Forest Subdivision, Section 2 to a 1/2 inch iron rod found for the southeast corner of a called 1.13 acre tract as recorded in H.C.C.F. No. RP-2022-119309, known as Lot 81 and Lot 82 of said Amberwood Subdivision;

THENCE North 02 degrees 14 minutes 01 seconds West, a distance of 190.00 feet (called North 00 degrees 16 minutes 20 seconds East) with the east line of said Lot 81 and said Lot 82, same being the west line of said Lot 12, Lot 13, Lot 14 and Lot 15, Block 1 of said Kenswick Forest Subdivision, Section 2 to a fence post found for the northeast corner of said Lot 82, same being the southeast corner and POINT OF BEGINNING of this herein described tract;

THENCE South 87 degrees 47 minutes 20 seconds West, a distance of 258.93 feet (called North 89 degrees 43 minutes 40 seconds West, a distance of 259.00 feet) with the north line of said Lot 82 to a pk nail found in the centerline of Whispering Pines (60 foot private R.O.W.) for the southwest corner of this herein described tract, from which a found 1/2 inch disturbed iron rod bears: North 87 degrees 47 minutes 20 seconds East, a distance of 30.00 feet;


THENCE North 02 degrees 12 minutes 40 seconds West, a distance of 95.00 feet (called North 00 degrees 16 minutes 20 seconds East) with the centerline of said Whispering Pines, same being the east line of a called 1.162 acre tract as recorded in H.C.C.F. No. RP-2018-393318, known as Lot 61 and Lot 62 of said Amberwood Subdivision, and a 0.50 acre tract as recorded in H.C.C.F. No. N018961, known as Lot 63 of said Amberwood Subdivision to a pk nail found for the southwest corner of a called 0.564 acre tract as recorded in H.C.C.F. No. RP-2020-129607, known as Lot 84 of said Amberwood Subdivision, same being the northwest corner of this herein described tract, from which a found 1/2 inch iron rod bears: North 87 degrees 41 minutes 46 seconds East, a distance of 30.00 feet;

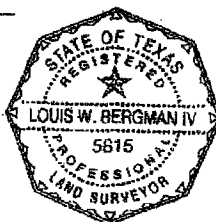
THENCE North 87 degrees 41 minutes 46 seconds East, a distance of 258.89 feet (called South 89 degrees 43 minutes 40 seconds East, a distance of 259.00 feet) with the south line of said Lot 84 to a 5/8 inch iron rod with cap found in the west line of Lot 17, Block 1 of said Kenswick Forest Subdivision, Section 2 for the southeast corner of said Lot 84, same being the northeast corner of this herein described tract;

THENCE South 02 degrees 14 minutes 01 seconds East, a distance of 95.42 feet (called South 00 degrees 16 minutes 20 seconds West, a distance of 95.00 feet) with the west line of said Lot 17, Lot 16 and said Lot 15, Block 1 of said Kenswick Forest Subdivision, Section 2 to the POINT OF BEGINNING and containing 0.566 acres.

BEARING STRUCTURE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS SOUTH CENTRAL ZONE.

I hereby certify this metes and bounds is true and correct to the best of my knowledge, and belief, as surveyed on the ground, August 10, 2022.


Louis W. Bergman, IV
R.P.L.S. No. 5815
22-209



RP-2022-478451

RP-2022-478451
Pages 7
09/26/2022 09:38 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$38.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-478451

AFTER RECORDING, RETURN TO:
STEFANIE GERDES
FIDELITY NATIONAL TITLE
23226 RED RIVER DRIVE
KATY, TX 77494

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 6th day of December, 2022, by AMBERWOOD UTILITY COMPANY, a Texas partnership or former partnership, and by KELLY CONNER GABRISCH, LISA KIM CONNER, C.B. CONNER and FREDDIE CONNER, in their individual capacity (together, "Assignors"), in favor of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Concurrently herewith, Assignors are conveying to Assignee their interest in certain real property located in Harris County, Texas and described in a General Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignors are also transferring to Assignee their interest in certain personal property referenced within a Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Purchase and Sale Agreement, dated October 6, 2021, as amended, by and between Assignors, as seller, and Assignee or its affiliate, as buyer (the "Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

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

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

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

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

ASSIGNMENT

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

1. Assignment.

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

- A. Easements in the System;
- B. All of Assignors' right, title and interest in and to the main lines of the water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All water lines, pipes, wells, well houses, tanks, storage tanks, pumps, booster pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Wood County, Texas, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignors or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Harris County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignors.
- C. All of Assignors' right, title and interest in and to all easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignors in the following subdivision plats and/or by virtue of the following documents, but EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:
 - a. All plats located within the area described on **EXHIBIT A**; and
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not

limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;

- c. Sanitary Control Easement, recorded at File No. U978724 in the land records of Harris County, Texas on April 10, 2001; and
- d. Agreement, recorded at File No. F464004 in the land records of Harris County, Texas on January 31, 1978.

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

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

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

3. Further Assurances. Assignors agree to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

AMBERWOOD UTILITY COMPANY, a Texas
partnership

By: Kelly Conner Gabrisch
Kelly Conner Gabrisch, Heir of the Estate of C.L.
Conner, a Deceased Partner

By: Lisa Conner
Lisa Conner, Heir of the Estate of C.L. Conner,
a Deceased Partner

By: C.B. Conner
C.B. Conner, Partner

By: Freddie Jean Conner
Freddie Jean Conner, Heir of the Estate of C.G.
Conner, a Deceased Partner

Kelly Conner Gabrisch
KELLY CONNER GABRISCH
Lisa Conner
LISA CONNER

C.B. Conner
C.B. CONNER

Freddie Jean Conner
FREDDIE JEAN CONNER

THE STATE OF TEXAS §
COUNTY OF Harris §

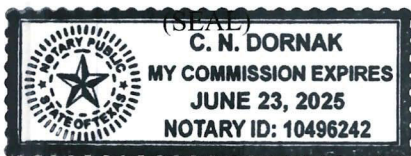
This instrument was acknowledged before me this 5th day of December, 2022, by KELLY CONNER GABRISCH, individually, and as heir to the Estate of C.L. Conner, a deceased partner of Amberwood Utility Company, on behalf of said partnership.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Harris §

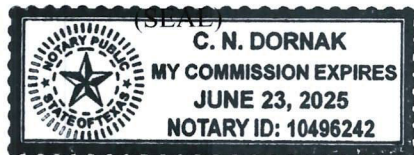
This instrument was acknowledged before me this 5th day of December, 2022, by LISA CONNER, individually, and as heir to the Estate of C.L. Conner, a deceased partner of Amberwood Utility Company, on behalf of said partnership.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Harris §

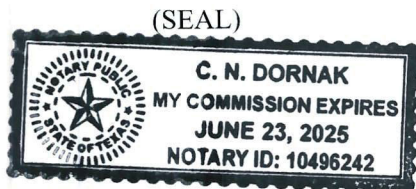
This instrument was acknowledged before me this 5th day of December, 2022, by C.B. CONNER, individually, and partner of Amberwood Utility Company, on behalf of said partnership.



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me this 5th day of December, 2022, by FREDDIE JEAN CONNER, individually, and as heir to the Estate of C.G. Conner, a deceased partner of Amberwood Utility Company, on behalf of said partnership.

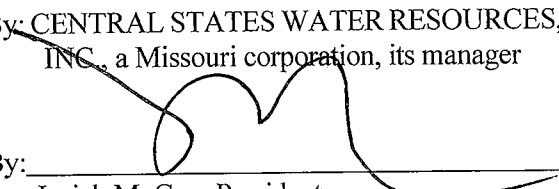


[Signature]
Notary Public Signature

ASSIGNEE:

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

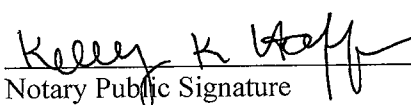
By: CENTRAL STATES WATER RESOURCES,
INC., a Missouri corporation, its manager

By: 
Josiah M. Cox, President

THE STATE OF MISSOURI §
COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 5th day of December, 2022, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

(SEAL)


Notary Public Signature

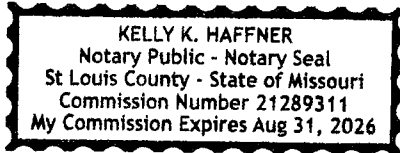


EXHIBIT A
Service Area

The area served is approximately 18.5 miles northeast of the City of Houston, Texas, located in the Austin R. Bodman Survey (A-139) in Harris County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the southeast corner of Lot 79 of the Amberwood Subdivision, an unrecorded subdivision, same being the southwest corner of Lot 10, Block 1 per plat recorded in Film Code No. 540208 of the Harris County Plat Records;

THENCE, the following ten (10) courses:

- 1) South 87° 44' 12" West for a distance of 1,159.24 to a point;
- 2) North 02° 15' 49" West for a distance of 2,014.15 to a point;
- 3) North 87° 44' 11" East for a distance of 200.00 to a point;
- 4) North 02° 15' 49" West for a distance of 100.00 to a point;
- 5) North 87° 44' 11" East for a distance of 204.15 to a point;
- 6) North 68° 31' 55" East for a distance of 31.77 to a point;
- 7) North 87° 44' 11" East for a distance of 455.85 to a point;
- 8) North 02° 15' 49" West for a distance of 75.00 to a point;
- 9) North 87° 43' 19" East for a distance of 270.98 to a point;
- 10) South 02° 13' 06" East for a distance of 2,199.67 to the **POINT OF BEGINNING**, and containing 56.489 acres of land, more or less.

BILL OF SALE

This BILL OF SALE is entered into effective as of the 6th day of December, 2022 (the "Effective Date"), by AMBERWOOD UTILITY COMPANY, a Texas partnership or former partnership, and by KELLY CONNER GABRISCH, LISA KIM CONNER, C.B. CONNER and FREDDIE CONNER, in their individual capacity (collectively, "Seller"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Buyer").

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Purchase and Sale Agreement dated October 6, 2021, as amended (the "Purchase Agreement"), pursuant to which Seller has agreed to sell to Buyer certain water facilities developed or operated by Seller in Harris County, Texas (the "System") to serve customers within the area described on **Exhibit A** attached hereto and incorporated herein by reference (the "Service Area"), all as more particularly described in the Purchase Agreement.

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

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, free and clear of any and all liens and encumbrances, all of Seller's right, title, and interest, if any, in and to all personal property comprising the System or personal property to the extent it pertains to or is used in connection with the ownership, operation, and/or maintenance of the System, including but not limited to:

- a) All water lines, pipes, wells, well houses, tanks, pumps, meters, valves, buildings, furnitures, facilities, machinery, equipment, mobile work equipment, tools, devices, supplies, fixtures, inventory, merchandise, appurtenances, and other tangible items of personal property;
- b) Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the property set forth on **Exhibit A**, the right to collect assessments and/or fees, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as water, wastewater, electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
- c) Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Buyer has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Seller or may be obtained by Seller, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
- d) All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties, but expressly excluding customer deposits;
- e) All indemnities or claims with respect to the System, all telephone exchanges used in connection with the System;
- f) Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, and customer deposits, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and

- g) Any other assets or personal property not described herein which are used or useful to operate the System, but specifically excluding customer deposits held by Assignor,

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

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

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

AND, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, upon demand, all such further acts, transfers, assignments and conveyances, powers of attorney, assurances, or conveyances and shall take such further actions as Buyer shall reasonably require to effectuate this Bill of Sale.

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

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

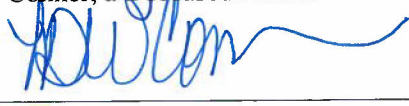
[SIGNATURE PAGE FOLLOWS]

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

SELLER:

AMBERWOOD UTILITY COMPANY, a Texas
partnership

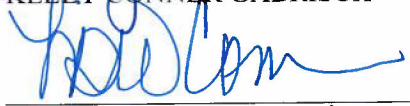
By: 
Kelly Conner Gabrisch, Heir of the Estate of C.L.
Conner, a Deceased Partner


By: 
Lisa Conner, Heir of the Estate of C.L. Conner, a
Deceased Partner

By: 
C.B. Conner, Partner

By: 
Freddie Jean Conner, Heir of the Estate of C.G.
Conner, a Deceased Partner


KELLY CONNER GABRISCH


LISA CONNER


C.B. CONNER


FREDDIE JEAN CONNER

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