



Filing Receipt

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Control Number - 53607

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DOCKET NO. 53607

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

**CSWR-TEXAS UTILITY OPERATING COMPANY, LLC'S
NOTICE OF COMPLETED TRANSACTION
AND REQUEST FOR GOOD CAUSE EXCEPTION**

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

I. SUBMITTAL OF CLOSING DOCUMENTS

1. Order No. 5, issued on October 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 20, 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. 5.

II. REQUEST FOR GOOD CAUSE EXCEPTION

The filing date of these closing documents is more than 30 days after the December 20, 2022 effective date of the transaction and therefore is not timely filed pursuant to Order No. 5 or

16 TAC § 24.239(I). Pursuant to 16 TAC § 24.2(b), the Commission may make exceptions to any provision in Chapter 24 for good cause. Good cause exists to except CSWR-Texas from the 30-day filing requirement of 16 TAC § 24.239(I) for the following reasons because of a brief delay in transmitting final closing documentation to counsel for CSWR-Texas. There are no other parties to this proceeding except the applicants and Commission Staff. Given that Commission Staff has already recommended, and the Administrative Law Judge has ordered that the transaction should proceed, no party will be prejudiced if a good cause exception is granted because no other party is affected by the delay in providing closing documentation to the Commission or otherwise by the outcome of this proceeding. Further delaying final approval of this transaction would only result in prejudice to the selling utility because it will further delay the transfer of existing Texas Commission on Environmental Quality (“TCEQ”) compliance obligations from the seller to CSWR-Texas, which cannot occur until a notice of approval is issued even though ownership of the system has already transferred to CSWR-Texas as a result of the execution of the December 20, 2022 transaction.

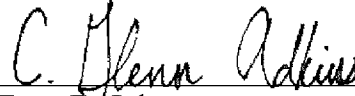
III. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 5, CSWR-Texas respectfully requests that Commission Staff file a recommendation to approve the sufficiency of the documents and propose a procedural schedule for continued processing of this docket. CSWR-Texas also requests a good cause exception from the requirement under 16 TAC § 24.239(I) that proof of the transaction be filed within 30 days of the effective date of the transaction.

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)

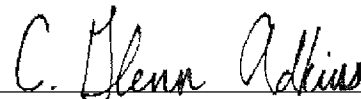


Evan D. Johnson
State Bar No. 24065498
C. Glenn Adkins
State Bar No. 24103097
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
evan.johnson@crtxlaw.com
glenn.adkins@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of February 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.



C. Glenn Adkins

AFTER RECORDING, RETURN TO:

\$ _____ GF# 2200817-02
Texas Recording Services, LLC

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

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 20th day of December, 2022 (the "Effective Date"), by Samuel O. Klaerner dba Charparral Water System Gillespie, a Texas unincorporated sole proprietorship, Samuel O. Klaerner, and Phyllis Parker (individual and collectively "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 December 20, 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 water 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 Gillespie 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 water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following: all water lines, pipes, wells, well houses, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system;

C. Any 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 of any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, 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 water lines, pipes, wells, well houses, tanks, pumps, meters, valves, and any other appurtenances of the water system; and
- K. All machinery, equipment, supplies, tools, devices, mobile work equipment, furniture, fixtures and other tangible items located in Gillespie County, Texas, and used or held for use in connection with the System;
- L. All assets not described which are located in Gillespie 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:

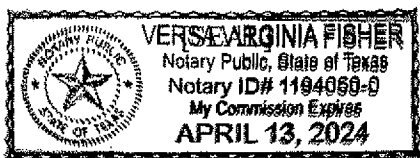
SAMUEL O. KLAERNER DBA CHARPARRAL WATER SYSTEM GILLESPIE, a Texas unincorporated sole proprietorship

By: Samuel O. Klaerner
Samuel O. Klaerner, Sole Proprietor

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this 21 day of December, 2022, by Samuel O. Klaerner, as Sole Proprietor of Samuel O. Klaerner dba Charparral Water System Gillespie, a Texas unincorporated sole proprietorship, who stated that he was authorized to execute this instrument on behalf of the unincorporated sole proprietorship.



Versa Virginia Fisher
Notary Public Signature

ASSIGNOR:

SAMUEL O. KLAERNER

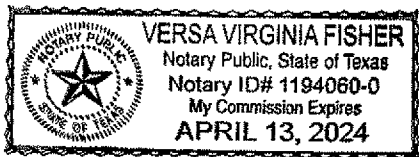
Samuel O. Klaerner

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this 21 day of December, 2022, by Samuel O. Klaerner, who stated that he was authorized to execute this instrument.

[SEAL]



Versa Virginia Fisher
Notary Public Signature

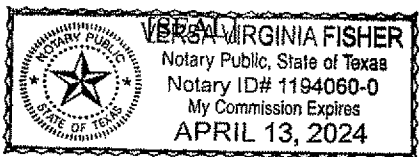
ASSIGNOR:
PHYLLIS PARKER



THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this 21 day of December, 2022, by Phyllis Parker, who stated that she was authorized to execute this instrument.





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 ____ day of December, 2022, 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

ASSIGNOR:
PHYLLIS PARKER

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

This instrument was acknowledged before me this ____ day of December, 2022, by Phyllis Parker, who stated that she was authorized to execute this instrument.

[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 21 day of December, 2022, 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)

Alicia M. Lugge

Notary Public Signature

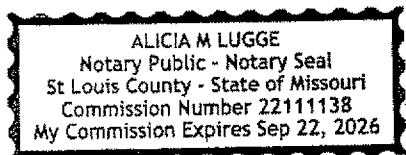


EXHIBIT A

The area served is approximately 8.2 miles southeast of the City of Fredericksburg, in the Thomas M. Dennis Survey (Abstract No. 151) in Gillespie County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of Lot 16 of the Chaparral Village Subdivision, per plat recorded in Volume 1, Page 3 of the Gillespie County Plat Records, same being in the southerly right-of-way line of State Highway 290;

THENCE, the following four (4) courses:

- 1) South 00° 02' 00" West for a distance of 2,768.32 feet to a point;
- 2) North 89° 48' 00" West for a distance of 1,577.24 feet to a point;
- 3) North 00° 08' 20" East for a distance of 2,704.25 feet to a point;
- 4) North 87° 52' 00" East for a distance of 1,573.37 feet to the **POINT OF BEGINNING**, and containing 98.918 acres of land, more or less.

BILL OF SALE

This BILL OF SALE, effective as of the 21 day of December, 2022, is made by SAMUEL O. KLAERNER DBA CHARPARRAL WATER SYSTEM GILLESPIE, a Texas unincorporated sole proprietorship, SAMUEL O. KLAERNER, and PHYLLIS PARKER (individually and collectively "Seller"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Buyer").

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated December 20th, 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 water system located in Gillespie 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 water system, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system.

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

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

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

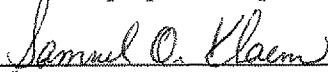
This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

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

[signature page follows]

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

SAMUEL O. KLAERNER DBA CHARPARRAL
WATER SYSTEM GILLESPIE, a Texas
unincorporated sole proprietorship

By: 
Samuel O. Klaerner, Sole Proprietor

SAMUEL O. KLAERNER



PHYLLIS PARKER


By: 

EXHIBIT A

The area served is approximately 8.2 miles southeast of the City of Fredericksburg, in the Thomas M. Dennis Survey (Abstract No. 151) in Gillespie County, Texas and being more particularly described as follows:

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