



Filing Receipt

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DOCKET NO. 53709

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	
LLC AND GEORGE FULLER,	§	PUBLIC UTILITY COMMISSION
EXECUTOR OF THE ESTATE OF	§	
VIRGINIA FULLER, FOR SALE,	§	
TRANSFER, OR MERGER OF	§	OF TEXAS
FACILITIES AND CERTIFICATE	§	
RIGHTS IN LUBBOCK 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

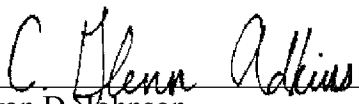
1. Order No. 10, issued on February 23, 2023, approved the sale and transfer transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas ("Commission") that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed Bill of Sale and Assignment. The effective date of the transaction was April 6, 2023.
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. 10.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 10, 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
Des Peres, MO 63131
(314) 380-8595
(314) 763-4743 (Fax)

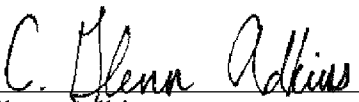


Evan D. Johnson
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**ATTORNEYS FOR CSWR-TEXAS UTILITY
OPERATING COMPANY, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of April 2022, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Second Order Suspending Rules, issued in Project No. 50664.



C. Glenn Adkins

AFTER RECORDING, RETURN TO:

LOGAN K. WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER RD., STE. 103
ST. LOUIS, MO 63131

FAT 13002714
FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of April 6th, 2023 (the "Effective Date"), by **GEORGE FULLER, INDEPENDENT EXECUTOR OF THE ESTATE OF VIRGINIA FULLER d/b/a FRANKLIN WATER SYSTEM 1 & 3, f/k/a FRANKLIN WATER SERVICE CO. LLC**, a forfeited Texas limited liability company, and **RILEY FULLER, SOLE BENEFICIARY OF THE ESTATE OF VIRGINIA FULLER** (collectively "Assignor"), in favor of **CSWR-TEXAS UTILITY OPERATING COMPANY, LLC**, a Texas limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor, as "Seller," and Assignee or Assignee's affiliate, as "Buyer," are parties to that certain "Agreement for Sale of Utility System" dated January 24, 2022 (the "Purchase Agreement") pursuant to which Assignor agreed to sell, and Assignee agreed to purchase, all of Assignor's assets, personal property, and real property connected with certain sewer facilities developed and operated by Assignor (the "System") to serve customers within the area described on **Exhibit A** attached hereto and incorporated herein by reference (the "Service Area");

WHEREAS, Assignor has also agreed, pursuant to the terms of the Purchase Agreement, to convey to Assignee all of Assignor's right, title, and interest in and to all assets and personal property owned by Assignor which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System and the Real Property, including, without limitation, the assets and personal property described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Additional Assets").

WHEREAS, Franklin Water Service Co. LLC ("Franklin Water") was a Texas limited liability company registered with the Texas Secretary of State under file number 800015805. Franklin Water's existence as a limited liability company was forfeited on February 13, 2004. Virginia Fuller was the sole member and any assets of the company are included in the transfers made under this Bill of Sale and Assignment.

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 sells, assigns, conveys, transfers, delivers, and sets over unto Assignee, free and clear of any and all liens and encumbrances, all of Assignor's right, title, and interests in and to the Additional Assets, 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 has not previously sold, assigned, conveyed, transferred, delivered, or set over any of the Additional 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.

2. Governing Law and Venue. This Assignment shall be construed under and enforced in accordance with the laws of the State of Texas. Venue for any suit under the terms of this Assignment shall be in Lubbock County, Texas.

3. Further Assurances. Assignor agrees to do, execute, deliver, or cause to be done, executed, and delivered to Assignee, upon demand, such further acts, documents, instruments, assignments, powers of attorney, assurances, or conveyances and shall take such further actions as are 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. To facilitate execution: (a) this instrument may be executed in any number of counterparts as may be convenient or necessary; (b) it shall not be necessary that the signatures of all Parties be contained in any one counterpart; (c) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (d) a facsimile signature or a signature sent by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

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

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

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

ASSIGNOR:

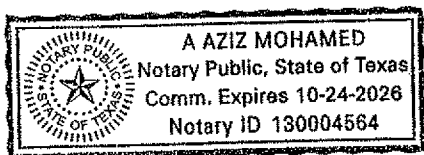
George Fuller, Independent Executor of the Estate
of Virginia Fuller d/b/a Franklin Water System 1 &
3, f/k/a Franklin Water Service Co. LLC

By: 
Printed Name: George Fuller, Independent Executor

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me this 3rd day of ^{April}~~March~~, 2023, by George Fuller, Independent Executor of the Estate of Virginia Fuller.




Notary Public Signature

ASSIGNOR:

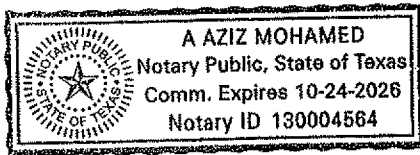
Riley Fuller, Sole Beneficiary of the Estate of
Virginia Fuller

By: Riley Fuller
Printed Name: Riley Fuller, Sole Beneficiary

THE STATE OF TEXAS §

COUNTY OF Tarrant §

This instrument was acknowledged before me this 3rd day of ^{April}~~March~~, 2023, by Riley Fuller, Sole Beneficiary of the Estate of Virginia Fuller.




Aziz Mohamed
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 April, 2023, by JOSIAH M. COX, President of Central States Water Resources, Inc., a Missouri corporation, manager of CSWR-Texas Utility Operating Company, LLC, a Texas limited liability company, on behalf of said corporation and limited liability company.

(SEAL)



Notary Public Signature

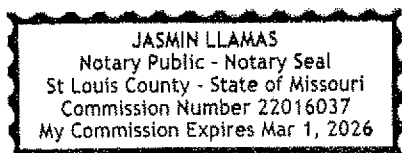


EXHIBIT A

Service Area

The area served is approximately 5.6 miles northeast of the City of Lubbock, Texas, located in the John H. Gibson Survey (A-50) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of that called 13.2 acre tract of land described in a Special Warranty Deed from Virginia Franklin Fuller to Lone Star MHP, LLC, dated August 11, 2017, recorded in Instrument #2017029412 of the Lubbock County Official Public Records;

THENCE, the following thirty-four (34) courses:

- 1) South 88° 56' 44" East for a distance of 637.13 feet to a point;
- 2) South 88° 34' 02" East for a distance of 680.41 feet to a point;
- 3) South 01° 28' 14" West for a distance of 161.33 feet to a point;
- 4) South 47° 36' 03" West for a distance of 39.50 feet to a point;
- 5) South 47° 36' 04" West for a distance of 709.49 feet to a point;
- 6) South 47° 42' 18" West for a distance of 427.62 feet to a point;
- 7) South 47° 27' 13" West for a distance of 301.32 feet to a point;
- 8) South 48° 09' 41" West for a distance of 39.81 feet to a point;
- 9) South 47° 49' 58" West for a distance of 113.88 feet to a point;
- 10) South 47° 37' 09" West for a distance of 124.74 feet to a point;
- 11) South 47° 36' 58" West for a distance of 447.88 feet to a point;
- 12) North 00° 30' 50" West for a distance of 399.08 feet to a point;
- 13) South 48° 33' 41" West for a distance of 276.59 feet to a point;
- 14) North 01° 58' 24" East for a distance of 161.49 feet to a point;
- 15) North 88° 17' 37" West for a distance of 144.98 feet to a point;
- 16) North 88° 17' 36" West for a distance of 184.20 feet to a point;
- 17) North 88° 17' 35" West for a distance of 109.86 feet to a point;
- 18) North 01° 14' 41" East for a distance of 225.08 feet to a point;
- 19) North 03° 50' 15" East for a distance of 41.75 feet to a point;
- 20) North 88° 27' 20" West for a distance of 1.92 feet to a point;
- 21) North 01° 37' 33" East for a distance of 205.01 feet to a point;
- 22) North 01° 37' 32" East for a distance of 100.00 feet to a point;
- 23) North 01° 37' 50" East for a distance of 100.00 feet to a point;
- 24) North 01° 37' 17" East for a distance of 200.00 feet to a point;
- 25) North 01° 37' 48" East for a distance of 100.00 feet to a point;
- 26) North 01° 37' 33" East for a distance of 336.99 feet to a point;
- 27) South 88° 27' 03" East for a distance of 109.92 feet to a point;
- 28) North 89° 52' 09" East for a distance of 49.58 feet to a point;
- 29) South 88° 28' 22" East for a distance of 140.07 feet to a point;
- 30) South 88° 28' 23" East for a distance of 110.00 feet to a point;
- 31) South 88° 28' 25" East for a distance of 40.00 feet to a point;
- 32) South 88° 28' 23" East for a distance of 120.00 feet to a point;
- 33) South 88° 28' 19" East for a distance of 180.00 feet to a point;
- 34) South 88° 28' 28" East for a distance of 174.98 feet to the POINT OF BEGINNING, and containing 53.720 acres of land, more or less;

Less and excepting;

TRACT 1:

METES AND BOUNDS DESCRIPTION of a 4.146 acre (180,587.6 Sq. Ft.) tract of land being all of that tract of land described in County Clerk File Number (CCFN) 2017029411, Official Public Records of Lubbock County, Texas (OPRLCT), being out of Section 25, Block A, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2" iron rod with yellow cap marked HR in the South Right of Way line of Ursuline Street described in Volume 4041, Page 123, Real Property Records of Lubbock County, Texas (RPRLCT), for the Northwest corner of a tract of land described in CCFN 2017029412, and for the Northeast corner of this tract, whence a found railroad spike for the Northeast corner of said Section 25 bears North 39.60 feet and East 1312.50 feet; THENCE S. 00°04'35" W, leaving said Ursuline Street, and with the West line of said tract described in CCFN 2017029412, a distance of 1031.93 feet to a found 1/2" iron rod with yellow cap marked HRA in the North Right of Way line of East Rice Street described as Tract 3 in Volume 4514, Page 100, RPRLCT, for a corner of said tract described in CCFN 2017029412, and for the Southeast corner of this tract, whence a found 1/2" iron rod with yellow cap marked HRA for a corner of said tract described in CCFN 2017029412, bears East, 167.94 feet;

THENCE West, leaving said tract described in CCFN 2017029412, and with said East Rice Street, 175.00 feet to a found 1/2" iron rod with yellow cap marked HRA for the Southeast corner of North Twinberry Avenue described as Tract 2 in said Volume 4514, Page 100 and for the Southwest corner of this tract; THENCE N 00°04'35" E, leaving said East Rice Street, and with the East line of said Twinberry Avenue, 1031.93 feet to a set 1/2" iron rod with blue cap marked DELTA LAND SURVEYING in the South line of said Ursuline Street, for the Northeast corner of said North Twinberry Avenue, and for the Northwest corner of this tract, whence a found 3/8" iron rod for the Northwest corner of said North Twinberry Avenue, bears West, 50.00 feet; THENCE East, leaving said North Twinberry Avenue, and with said Ursuline Street, 175.00 feet to the POINT OF BEGINNING;

And;

TRACT 2:

Metes and Bounds Description of a 13.24 acre (576,942.3 Sq. Ft.) tract of land being the same tract of land as described in County Clerk File Number (CCFN) 2017029412, corrected by CCFN 2020004776, Official Public Records of Lubbock County, Texas (OPRLCT), and out of Section 25, Block A, Lubbock County, Texas, and being more particularly described as follows:

Beginning at a found 1/2" iron rod in the South Right of Way line of Ursuline Street as described in Volume 4041, Page 123, Real Property Records of Lubbock County, Texas (RPRLCT), for the Northwest corner of that tract described in CCFN 2010022409, OPRLCT, and for the Northeast corner of this tract;

Thence S00°00'24" W, leaving said Ursuline Street and with the West line of said tract described in CCFN 2010022409, a distance of 208.35 feet to a fence post for a corner of said tract described in CCFN 2010022409 and for the Northwest corner of that tract described in CCFN 2017010759, OPRLCT, and for a corner of this tract;

Thence S02°54'39" E, with the West line of said tract described in CCFN 2017010759, a distance of 300.85 feet to a found 1/2" iron rod with yellow cap (HRA) for the Northeast corner of that tract described as Tract One in Volume 7213, Page 2, RPRLCT, and for the most Easterly Southeast corner of this tract;

Thence S46°30'13" W, leaving said tract described in CCFN 2017010759 and with the North line of said Tract One, 450.66 feet to a found 1/2" iron rod with yellow cap (HRA) for the Northwest corner of said Tract One and for a corner of this tract;

Thence S43°40'49" E, with the West line of said Tract One, 205.10 feet to a found 1/2" iron rod with yellow cap Form 5025348 (7-1-14) Page 6 of 15 T-7: Commitment for Title Insurance (Rev. 1-3-14) (HRA) in the North Right of Way line of Highway 62/82 as described as Tract 42 in Volume 685, Page 319, Deed Records of Lubbock County, Texas (DRLCT), for the Southwest corner of said Tract One and for the most Southerly Southeast corner of this tract;

Thence S46°15'58" W, leaving said Tract One and with the North Right of Way line of said Highway 62/82, a distance of 299.37 feet to a point in the East Right of Way line of East Rice Street described as Tract 3 in Volume 4514, Page 100, RPRLCT, for the most Southerly Southwest corner of this tract;

Thence N29°10'31" W, leaving said Highway 62/82, with the East Right of Way line of said East Rice Street, at 1.19 feet pass a found 1/2" iron rod, continuing for a total distance of 163.04 feet to a found 1/2" iron rod with yellow cap (HRA) in the North Right of Way line of said East Rice Street for a corner of this tract;

Thence West, with the North Right of Way line of said East Rice Street, 167.94 feet to a found 1/2" iron rod with yellow cap (HRA) for the Southeast corner of that tract described in CCFN 2017029411, OPRLCT, and for the Southwest corner of this tract, whence a found 1/2" iron rod with yellow cap (HRA) for the Southwest corner of said tract described in CCFN 2017029411, bears West, 175.00 feet;

Thence N00°04'35"E, leaving said East Rice Street, with the East line of said tract described in CCFN 2017029411, a distance of 1031.93 feet to a found 1/2" iron rod with yellow cap (HRA) in the South Right of Way line of said Ursuline Street for the Northeast corner of said tract described in CCFN 2017029411 and for the Northwest corner of this tract, whence a found 1/2" iron rod for the Northwest corner of Twinberry Avenue Right of Way as described as Tract 2 in said Volume 4514, Page 100, bears West, 229.00 feet;

Thence East, leaving said tract described in CCFN 2017029411 and with the South Right of Way line of said Ursuline Street, 632.37 feet to the POINT OF BEGINNING.

EXHIBIT B
ADDITIONAL ASSETS

All of Assignor's right, title and interest in and to any of the following assets or personal property to the extent that they pertain to or are used in connection with the ownership, operation, and/or maintenance of the System (collectively, the "Additional Assets"):

a) All easements, streets, rights-of-way, or other improvements, rights, or interests of any kind or nature providing access to the System and the Service Area, 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 any restrictive covenants, all rights and interests held or reserved by Assignor in the following:

- a. All plats located within the area described on EXHIBIT A;
- 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. Warranty Deed recorded July 9, 1992, volume 4906, page 92, in the official public records, Lubbock County, Texas;
- d. Warranty Deed recorded August 14, 2017, document no. 2017029412, in the official public records, Lubbock County, Texas;
- e. Warranty Deed recorded August 14, 2017, document no. 2017029411, in the official public records, Lubbock County, Texas;
- f. Sanitary Control Easement recorded August 17, 2016, document no. 2016000815, in the official public records, Lubbock County, Texas;
- g. Sanitary Control Easement recorded August 17, 2016, document no. 2016000816, in the official public records, Lubbock County, Texas;
- h. Sanitary Control Easement recorded August 17, 2016, document no. 2016000817, in the official public records, Lubbock County, Texas;
- i. Or other agreements or documents of any kind or nature.

b) 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 machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Lubbock 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 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;

e) Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction

plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;

f) All 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; 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, all telephone exchanges used in connection with the System;

h) 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

i) Any other assets or personal property not described herein which are used or useful to operate the System.