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DOCKET NO. 53721

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY,	§	
LLC AND PATTERSON WATER	§	
SUPPLY, LLC FOR SALE, TRANSFER,	§	PUBLIC UTILITY COMMISSION
OR MERGER OF FACILITIES AND	§	
CERTIFICATE RIGHTS IN DALLAS,	§	OF TEXAS
DENTON, PARKER, TARRANT, AND	§	
WISE COUNTIES	§	

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

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

I. SUBMITTAL OF CLOSING DOCUMENTS

1. Order No. 12, issued on March 2, 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 are the fully executed Bills of Sale and Assignment. The effective date of the transactions was March 23, 2023.
3. There are no outstanding customer deposits associated with these water and sewer systems.
4. CSWR-Texas has therefore submitted all documents or information required by Order No. 12.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 12, 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
State Bar No. 24065498
Wendy K. L. Harvel
State Bar No. 00796719
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
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wendy.harvel@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of March 2023, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Order Suspending Rules, issued in Project No. 50664.


Wendy K. L. Harvel

AFTER RECORDING, RETURN TO:
LOGAN WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER ROAD, SUITE 103
SAINT LOUIS, MO 63131

FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of March 23, 2023 (the "Effective Date"), by PATTERSON WATER SUPPLY, LLC a Texas limited liability company ("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 "Purchase and Sale Agreement" dated March 12, 2020 (as amended, 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 water and 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").

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 Dallas 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.

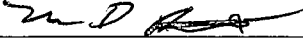
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions 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).

[Signature Pages Follow]

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

ASSIGNOR:

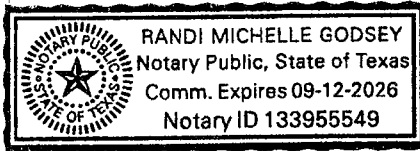
PATTERSON WATER SUPPLY, LLC

By: 
Mark D. Patterson, President

THE STATE OF TEXAS §

COUNTY OF LAWSON §

This instrument was acknowledged before me this 23 day of March, 2023, by Mark D. Patterson, President of Patterson Water Supply, LLC, a Texas limited liability company, on behalf of said limited liability company.





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 23rd day of March, 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

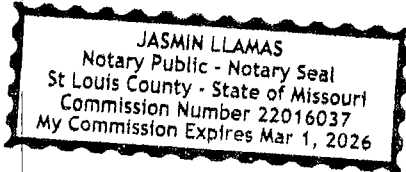


EXHIBIT A

The area served is approximately 10.6 miles South of the City of Dallas, in the William Foreman Survey (Abstract No. 426), Austin C. Wampler Survey (Abstract No. 1539), and William P. Wampler Survey (Abstract 1540) in Dallas County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northeast corner of said Austin C. Wampler Survey (Abstract No. 1539) and northwest corner of said William P. Wampler Survey (Abstract 1540) in Dallas County, Texas;

THENCE, the following seventy-two (72) courses:

- 1) South 01° 02' 42" East for a distance of 941.66 feet to a point:
- 2) South 01° 02' 35" East for a distance of 250.00 feet to a point:
- 3) South 01° 02' 43" East for a distance of 1,387.51 feet to a point:
- 4) South 01° 02' 52" East for a distance of 40.01 feet to a point:
- 5) South 01° 02' 43" East for a distance of 608.80 feet to a point:
- 6) South 01° 02' 41" East for a distance of 71.00 feet to a point:
- 7) South 01° 02' 43" East for a distance of 790.91 feet to a point:
- 8) South 50° 00' 57" East for a distance of 83.39 feet to a point:
- 9) North 88° 57' 02" East for a distance of 133.00 feet to a point:
- 10) North 88° 57' 00" East for a distance of 323.91 feet to a point:
- 11) North 88° 56' 54" East for a distance of 80.77 feet to a point:
- 12) North 88° 57' 05" East for a distance of 321.51 feet to a point:
- 13) North 88° 56' 34" East for a distance of 94.61 feet to a point:
- 14) North 88° 57' 19" East for a distance of 55.21 feet to a point:
- 15) North 88° 57' 20" East for a distance of 26.33 feet to a point:
- 16) South 01° 12' 29" East for a distance of 152.48 feet to a point:
- 17) South 01° 12' 12" East for a distance of 157.60 feet to a point:
- 18) South 89° 15' 22" West for a distance of 95.51 feet to a point:
- 19) South 89° 15' 35" West for a distance of 81.29 feet to a point:
- 20) South 89° 15' 29" West for a distance of 241.71 feet to a point:
- 21) South 89° 15' 30" West for a distance of 241.78 feet to a point:
- 22) South 89° 15' 35" West for a distance of 163.28 feet to a point:
- 23) South 89° 15' 44" West for a distance of 78.44 feet to a point:
- 24) South 89° 15' 31" West for a distance of 78.07 feet to a point:
- 25) South 89° 15' 22" West for a distance of 86.27 feet to a point:
- 26) North 01° 00' 37" West for a distance of 144.63 feet to a point:
- 27) North 01° 01' 35" West for a distance of 30.01 feet to a point:
- 28) North 01° 00' 38" West for a distance of 97.68 feet to a point:
- 29) North 65° 04' 07" West for a distance of 55.70 feet to a point:
- 30) South 88° 50' 00" West for a distance of 406.80 feet to a point:
- 31) North 01° 01' 45" West for a distance of 283.00 feet to a point:
- 32) North 00° 07' 57" West for a distance of 547.42 feet to a point:
- 33) North 01° 39' 32" West for a distance of 99.99 feet to a point:
- 34) South 88° 14' 28" West for a distance of 366.19 feet to a point:
- 35) South 88° 05' 05" West for a distance of 303.00 feet to a point:
- 36) South 88° 31' 14" West for a distance of 796.80 feet to a point:
- 37) South 87° 55' 43" West for a distance of 673.63 feet to a point:
- 38) South 82° 45' 37" West for a distance of 167.10 feet to a point:
- 39) South 89° 31' 46" West for a distance of 263.59 feet to a point:
- 40) South 87° 21' 13" West for a distance of 176.24 feet to a point:

- 41) South 89° 12' 34" West for a distance of 377.18 feet to a point:
- 42) South 89° 12' 34" West for a distance of 612.97 feet to a point:
- 43) North 29° 00' 00" East for a distance of 287.44 feet to a point:
- 44) North 00° 25' 52" East for a distance of 128.02 feet to a point:
- 45) North 65° 17' 55" West for a distance of 55.63 feet to a point:
- 46) North 00° 59' 06" West for a distance of 1,520.09 feet to a point:
- 47) North 89° 00' 00" East for a distance of 597.87 feet to a point:
- 48) South 82° 41' 02" East for a distance of 69.14 feet to a point:
- 49) North 89° 00' 00" East for a distance of 704.69 feet to a point:
- 50) North 82° 15' 42" East for a distance of 105.72 feet to a point:
- 51) North 07° 27' 48" West for a distance of 90.97 feet to a point:
- 52) North 04° 51' 36" West for a distance of 49.72 feet to a point:
- 53) North 02° 23' 17" West for a distance of 49.71 feet to a point:
- 54) North 01° 09' 08" West for a distance of 662.98 feet to a point:
- 55) North 02° 05' 25" West for a distance of 52.20 feet to a point:
- 56) North 03° 57' 58" West for a distance of 52.21 feet to a point:
- 57) North 05° 58' 25" West for a distance of 101.91 feet to a point:
- 58) North 04° 12' 59" West for a distance of 49.70 feet to a point:
- 59) North 02° 19' 16" West for a distance of 49.70 feet to a point:
- 60) South 88° 41' 30" West for a distance of 0.63 feet to a point:
- 61) North 00° 58' 31" West for a distance of 117.03 feet to a point:
- 62) North 43° 30' 38" East for a distance of 24.04 feet to a point:
- 63) North 88° 26' 43" East for a distance of 86.17 feet to a point:
- 64) North 80° 29' 38" East for a distance of 320.30 feet to a point:
- 65) North 88° 40' 21" East for a distance of 932.71 feet to a point:
- 66) South 01° 21' 40" East for a distance of 20.00 feet to a point:
- 67) North 89° 26' 08" East for a distance of 163.87 feet to a point:
- 68) North 88° 01' 17" East for a distance of 91.69 feet to a point:
- 69) North 25° 38' 45" East for a distance of 22.57 feet to a point:
- 70) North 88° 46' 41" East for a distance of 730.00 feet to a point:
- 71) South 87° 06' 25" East for a distance of 50.12 feet to a point:
- 72) North 88° 56' 25" East for a distance of 211.23 feet to the **POINT OF BEGINNING**, and containing 272.951 acres of land, more or less.

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. Water Well and Utility Infrastructure Use and Access Easement recorded November 22, 2022 in Instrument #202218282 of the official public records of Wise County, Texas;
- d. Special Warranty Deed recorded November 22, 2022 in Instrument #161275 of the official public records of Denton County, Texas;
- e. Special Warranty Deed recorded December 1, 2022 in Instrument #D222279402 of the official public records of Tarrant County, Texas;
- f. 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; AND All 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;

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 Dallas 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.

AFTER RECORDING, RETURN TO:
LOGAN WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER ROAD, SUITE 103
SAINT LOUIS, MO 63131

FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of March 23, 2023 (the "Effective Date"), by PATTERSON WATER SUPPLY, LLC a Texas limited liability company ("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 "Purchase and Sale Agreement" dated March 12, 2020 (as amended, 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 water and 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, concurrently herewith, Assignor has, pursuant to the terms of the Purchase Agreement, sold and conveyed to Assignee certain real property that pertains to the ownership, operation, and/or maintenance of the System, which is described on **Exhibit B** attached to this Assignment and incorporated herein by reference, together with all improvements thereon, all fixtures attached thereto, and all rights appurtenant thereto (the "Real Property"); and

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 C** attached hereto and incorporated herein by reference (collectively, the "Additional Assets").

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 Denton 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).

[Signature Pages Follow]

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

ASSIGNOR:

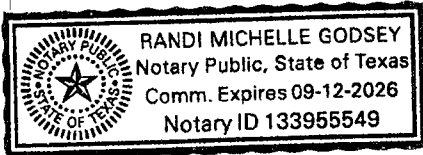
PATTERSON WATER SUPPLY, LLC

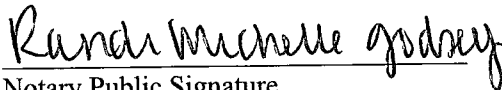
By: 
Mark D. Patterson, President

THE STATE OF TEXAS §

COUNTY OF BRIMSON §

This instrument was acknowledged before me this 23 day of March, 2023, by Mark D. Patterson, President of Patterson Water Supply, LLC, a Texas limited liability company, on behalf of said limited liability company.




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 23rd day of March, 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)

Jasmin Llamas
Notary Public Signature

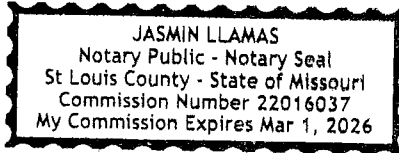


EXHIBIT A

The area served is approximately 4.8 miles East of the City of Denton, in the William D. Durham Survey (Abstract 330) in Denton County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 23 of the Vacation Village Estates No 5, per plat recorded in Plat Cabinet J, Page 268 of the Denton County Plat Records;

THENCE, the following ninety-three (93) courses:

- 1) South 84° 57' 41" East for a distance of 998.53 feet to a point;
- 2) South 58° 32' 21" East for a distance of 34.38 feet to a point;
- 3) South 86° 01' 57" East for a distance of 21.20 feet to a point;
- 4) North 00° 00' 00" East for a distance of 1,065.47 feet to a point;
- 5) South 71° 40' 35" East for a distance of 67.02 feet to a point;
- 6) South 34° 29' 59" East for a distance of 136.82 feet to a point;
- 7) South 20° 22' 24" East for a distance of 113.90 feet to a point;
- 8) South 36° 11' 14" East for a distance of 189.75 feet to a point;
- 9) South 02° 28' 23" East for a distance of 511.20 feet to a point;
- 10) South 12° 11' 31" East for a distance of 185.95 feet to a point;
- 11) South 12° 11' 31" East for a distance of 294.55 feet to a point;
- 12) South 09° 06' 40" West for a distance of 553.24 feet to a point;
- 13) South 10° 28' 21" East for a distance of 342.88 feet to a point;
- 14) South 03° 15' 15" East for a distance of 168.41 feet to a point;
- 15) South 00° 54' 15" East for a distance of 260.54 feet to a point;
- 16) South 04° 41' 09" East for a distance of 83.12 feet to a point;
- 17) South 09° 19' 59" East for a distance of 411.46 feet to a point;
- 18) South 00° 00' 00" East for a distance of 582.51 feet to a point;
- 19) South 86° 27' 12" East for a distance of 0.67 feet to a point;
- 20) South 16° 52' 04" East for a distance of 433.18 feet to a point;
- 21) South 19° 58' 18" East for a distance of 294.81 feet to a point;
- 22) South 22° 42' 03" East for a distance of 1,069.26 feet to a point;
- 23) South 51° 25' 47" West for a distance of 43.83 feet to a point;
- 24) South 22° 29' 28" West for a distance of 56.49 feet to a point;
- 25) South 49° 05' 19" West for a distance of 87.83 feet to a point;
- 26) South 02° 50' 24" East for a distance of 274.12 feet to a point;
- 27) South 02° 50' 26" East for a distance of 102.72 feet to a point;
- 28) South 90° 00' 00" East for a distance of 161.55 feet to a point;
- 29) South 09° 23' 12" West for a distance of 257.84 feet to a point;
- 30) South 11° 55' 05" East for a distance of 600.44 feet to a point;
- 31) South 14° 27' 11" East for a distance of 55.42 feet to a point;
- 32) South 14° 07' 15" West for a distance of 307.70 feet to a point;
- 33) North 88° 01' 29" West for a distance of 108.91 feet to a point;
- 34) South 60° 34' 20" West for a distance of 168.07 feet to a point;
- 35) North 85° 16' 14" West for a distance of 227.62 feet to a point;
- 36) North 64° 25' 24" West for a distance of 152.15 feet to a point;
- 37) South 83° 07' 22" West for a distance of 438.84 feet to a point;
- 38) South 64° 44' 58" West for a distance of 240.02 feet to a point;
- 39) South 05° 52' 14" West for a distance of 145.90 feet to a point;
- 40) North 72° 22' 51" West for a distance of 260.99 feet to a point;
- 41) North 48° 09' 12" West for a distance of 212.10 feet to a point;
- 42) North 20° 54' 37" East for a distance of 170.21 feet to a point;

- 43) North 48° 57' 50" East for a distance of 278.74 feet to a point;
- 44) North 00° 06' 00" West for a distance of 285.00 feet to a point;
- 45) South 70° 04' 21" West for a distance of 309.54 feet to a point;
- 46) South 41° 25' 52" West for a distance of 252.75 feet to a point;
- 47) South 69° 51' 21" West for a distance of 288.92 feet to a point;
- 48) North 64° 27' 04" West for a distance of 245.78 feet to a point;
- 49) North 54° 14' 21" West for a distance of 656.22 feet to a point;
- 50) North 33° 12' 33" West for a distance of 372.29 feet to a point;
- 51) South 89° 51' 49" East for a distance of 249.16 feet to a point;
- 52) North 00° 17' 28" East for a distance of 433.82 feet to a point;
- 53) North 88° 54' 53" East for a distance of 664.62 feet to a point;
- 54) North 00° 31' 51" West for a distance of 807.94 feet to a point;
- 55) North 87° 43' 09" West for a distance of 447.78 feet to a point;
- 56) North 01° 25' 24" East for a distance of 1,487.10 feet to a point;
- 57) North 40° 23' 00" East for a distance of 81.56 feet to a point;
- 58) North 45° 44' 14" East for a distance of 246.57 feet to a point;
- 59) North 19° 50' 52" East for a distance of 313.88 feet to a point;
- 60) North 01° 36' 58" East for a distance of 788.83 feet to a point;
- 61) North 02° 45' 26" East for a distance of 957.80 feet to a point;
- 62) South 86° 59' 14" West for a distance of 16.82 feet to a point;
- 63) South 86° 59' 11" West for a distance of 13.36 feet to a point;
- 64) South 82° 28' 16" West for a distance of 30.18 feet to a point;
- 65) South 77° 57' 35" West for a distance of 18.10 feet to a point;
- 66) South 77° 57' 36" West for a distance of 12.08 feet to a point;
- 67) South 73° 26' 32" West for a distance of 30.18 feet to a point;
- 68) South 68° 55' 56" West for a distance of 30.18 feet to a point;
- 69) South 64° 25' 04" West for a distance of 30.18 feet to a point;
- 70) South 59° 54' 13" West for a distance of 30.18 feet to a point;
- 71) South 55° 23' 25" West for a distance of 30.18 feet to a point;
- 72) South 50° 52' 31" West for a distance of 30.18 feet to a point;
- 73) South 46° 21' 46" West for a distance of 30.18 feet to a point;
- 74) South 41° 50' 54" West for a distance of 30.18 feet to a point;
- 75) South 37° 20' 06" West for a distance of 30.18 feet to a point;
- 76) North 86° 32' 03" West for a distance of 126.79 feet to a point;
- 77) South 24° 35' 47" West for a distance of 146.41 feet to a point;
- 78) North 63° 15' 18" West for a distance of 155.74 feet to a point;
- 79) North 26° 00' 20" East for a distance of 202.30 feet to a point;
- 80) South 66° 02' 56" East for a distance of 148.89 feet to a point;
- 81) South 88° 17' 41" East for a distance of 77.84 feet to a point;
- 82) North 44° 18' 17" East for a distance of 30.32 feet to a point;
- 83) North 48° 43' 11" East for a distance of 30.32 feet to a point;
- 84) North 53° 07' 53" East for a distance of 30.32 feet to a point;
- 85) North 57° 32' 47" East for a distance of 30.32 feet to a point;
- 86) North 61° 57' 29" East for a distance of 30.32 feet to a point;
- 87) North 66° 22' 19" East for a distance of 30.32 feet to a point;
- 88) North 70° 47' 10" East for a distance of 30.32 feet to a point;
- 89) North 75° 11' 54" East for a distance of 30.32 feet to a point;
- 90) North 79° 36' 49" East for a distance of 30.32 feet to a point;
- 91) North 84° 01' 36" East for a distance of 30.32 feet to a point;
- 92) North 88° 26' 24" East for a distance of 30.32 feet to a point;
- 93) North 01° 00' 10" East for a distance of 161.80 feet to the **POINT OF BEGINNING**,
and containing 283.044 acres of land, more or less.

EXHIBIT B

Property 1:

BEING a 1.398 acre tract of land situated in the W. Durham Survey, Abstract No. 330, City of Denton, Denton County, Texas, and being part of a tract of land described as SAVE AND EXCEPT - Tract Three (Well and Road Tract) in a Deed to Tom Prouty, Trustee, as recorded in Volume 1578, Page 325 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the most Easterly Southeast corner of the above cited Save and Except - Tract Three, the Southwest corner of a 80' wide right-of-way known as Lake Vista Lane per the plat of Vacation Village Estates No. 5, as recorded in Cabinet J, Page 268 of the Plat Records of Denton County, and the occupied Northwest corner of Lot 6, Block P per said plat of Vacation Village Estates No. 5, said point also being an interior Northeast corner of a called 63,247 acre tract of land described as Tract IV in a deed to Canyon Energy, Inc., as recorded in Volume 5199, Page 4430 of the Real Property Records of Denton County, Texas;

THENCE North 86° 15' 54" West departing the West line of said Vacation Village Estates No. 5, and along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 14.89 feet to a point for corner;

THENCE South 80° 39' 15" West along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 62.77 feet to a point for corner;

THENCE South 67° 46' 50" West along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 101.43 feet to a point for corner;

THENCE South 54° 31' 53" West along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 150.51 feet to a 1/2 inch iron rod found for corner;

THENCE North 84° 19' 09" West along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 122.55 feet to a 1/2 inch iron rod found for corner at an interior ell corner of said Save and Except - Tract Three and an interior Northwest corner of said 63.247 acre tract;

THENCE South 25° 19' 33" West along the East line of said Save and Except - Tract Three and an interior West line of said 63.247 acre tract, for a distance of 168.12 feet to a point for corner at the most Southerly Southeast corner of said Save and Except - Tract Three and an interior ell corner of said 63.247 acre tract;

THENCE North 64° 15' 05" West along the South line of said Save and Except - Tract Three and an interior North line of said 63.247 acre tract, for a distance of 149.21 feet to a point for corner at the Southwest corner of said Save and Except - Tract Three and an interior ell corner of said 63.247 acre tract;

THENCE North 25° 13' 58" East along the West line of said Save and Except - Tract Three and an interior East line of said 63.247 acre tract, for a distance of 232.20 feet to a 5/8 inch iron rod found for corner at the Northwest corner of said Save and Except - Tract Three and an interior ell corner of said 63.247 acre tract;

THENCE South 64° 06' 38" East along the North line of said Save and Except - Tract Three and an interior South line of said 63.247 acre tract, for a distance of 149.68 feet to a 1/2 inch iron rod found for corner at an angle point;

THENCE South 84° 14' 42" East along the North line of said Save and Except - Tract Three and an interior South line of said 63.247 acre tract, for a distance of 78.20 feet to a 1/2 inch iron rod found for corner at an angle point;

THENCE North 54° 29' 05" East along the North line of said Save and Except - Tract Three and an interior South line of said 63.247 acre tract, for a distance of 134.11 feet to a point for corner;

THENCE North 67° 48' 44" East along the North line of said Save and Except - Tract Three and an interior South line of said 63.247 acre tract, for a distance of 111.13 feet to a point for corner;

THENCE North 80° 34' 28" East along the North line of said Save and Except - Tract Three and an interior South line of said 63.247 acre tract, for a distance of 86.22 feet to a point for corner at an interior ell corner of said 63.247 acre tract and the Southwest corner of Lot 23, Block H per said plat of Vacation Village Estates No. 5;

THENCE South 88° 11' 21" East departing the East line of said 63.247 acre tract, and along the North line of said Save and Except - Tract Three and the South line of said Lot 23, for a distance of 15.00 feet to a point for corner at the Northeast corner of said Save and Except - Tract Three, said point also being the Northwest corner of the above cited Lake Vista Lane;

THENCE South 01° 48' 39" West along the East line of said Save and Except - Tract Three and the West line of said Lake Vista Lane, for a distance of 60.00 feet to the POINT OF BEGINNING, and containing 1.398 acres of land, more or less.

Being the same property as described below;

BEING a tract of land situated in the William D. Durham Survey, Abstract No. 330, City of Denton, Denton County, Texas, and being all of a called 1.398 acre tract of land described in Special Warranty Deed to WV Water Supply System, Inc. recorded in Instrument No. 2015-85635 of the Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of the west terminus of Lake Vista Lane (60-foot wide right-of-way), and being the northwest corner of Lot 6, Block P, Vacation Village Estates No. 5, an addition to the City of Denton, Texas according to the plat recorded in Cabinet J, Page 268 of the Plat Records of Denton County, Texas;

THENCE departing the said west terminus of Lake Vista Lane, North 88°15'09" West, along the south line of said 1.398 acre tract, a distance of 14.89 feet to a 1/2-inch iron rod found for corner;

THENCE continuing along the said south line of the 1.398 acre tract, the following six (6) calls: South 80°40'00" West, a distance of 62.77 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; South 67°46'35" West, a distance of 101.43 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; South 54°32'38" West, a distance of 150.51 feet to a 1/2-inch iron rod found for corner; North 84°18'24" West, a distance of 122.55 feet to a 1/2-inch iron rod found for corner; South 25°20'18" West, a distance of 168.12 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; North 64°14'20" West, a distance of 149.21 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the southwest corner of said 1.398 acre tract;

THENCE North 25°14'43" East, along the west like of said 1.398 acre tract, a distance of 232.20 feet to a 5/8-inch iron rod found for the northwest corner of said 1.398 acre tract;

THENCE along the north line of said 1.398 acre tract, the following five (5) calls: South 64°05'53" East, a distance of 149.58 feet to a 1/2-inch iron rod found for corner; South 84°13'57" East, a distance of 78.20 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; North 54°29'50" East, a distance of 134.11 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; North 67°49'29" East, a distance of 111.13 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner; North 80°35'13" East, a distance of 86.22 feet to a 1/2-inch iron rod found for the southwest corner of Lot 23, Block H of said Vacation Village Estates No. 5;

THENCE South 88°20'15" East, along the south line of said Lot 23, a distance of 15.00 feet to a 5/8-inch iron rod with cap stamped "KHA" set for the northwest corner of said west terminus of Lake Vista Lane;

THENCE departing the said south line of Lot 23, South 1°49'24" West, along the said west terminus of Lake Vista Lane, a distance of 60.00 feet to the POINT OF BEGINNING and containing 1.3982 acres or 60,905 square feet of land.

Property 2:

BEING A 0.208 OF AN ACRE PARCEL SITUATED APPROXIMATELY 10.0 MILES SOUTHEAST OF THE CITY OF DENTON, IN THE BENJAMIN C. SHAHAN SURVEY (ABSTRACT NO. 1169) IN DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 39 AND PART OF LOT 40 OF THE ROCKY POINT ANNEX SUBDIVISION, PER PLAT RECORDED IN VOLUME 2, PAGE 166 OF THE DENTON COUNTY PLAT RECORDS, AND SAID 0.208 OF AN ACRE TRACT BEING MORE PARTICULARLY ALL OF THE FOLLOWING THREE TRACTS: 1) THAT TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN FROM MABRY COURTNEY TO COMMUNITY WATER SERVICE, INC., DATED MARCH 25, 1966, RECORDED IN VOLUME 537, PAGE 108 OF THE DENTON COUNTY DEED RECORDS, 2) THAT TRACT OF LAND CONVEYED IN A WARRANTY DEED FROM RODNEY ZELLARS, ET UX TO COMMUNITY WATER SERVICE, INC., DATED OCTOBER 19, 1973, RECORDED IN VOLUME 690, PAGE 111 OF THE DENTON COUNTY DEED RECORDS AND 3) THAT TRACT OF LAND DESCRIBED AS THIRD TRACT IN A WARRANTY DEED WITH VENDOR'S LIEN FROM JOSEPH P. DRISCOLL TO COMMUNITY WATER SERVICE, INC., DATED JUNE 3, 1965, RECORDED IN VOLUME 812, PAGE 768 OF THE DENTON COUNTY DEED RECORDS. ALL LOT REFERENCES HEREIN ARE TO SAID ROCKY POINT ANNEX SUBDIVISION, UNLESS OTHERWISE NOTED. METES AND BOUNDS DESCRIPTION OF SAID 0.208 OF AN ACRE PARCEL IS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF POINT STREET (60-FOOT WIDE RIGHT-OF-WAY), FOR THE NORTHWEST CORNER OF LOT 38, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 39 AND OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 34 BEARS SOUTH 00°04' 07"WEST, A DISTANCE OF 210.76 FEET AND NORTH 89°55' 53"WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTH 00°04' 07"EAST, WITH SAID EASTERLY RIGHT-OF-WAY LINE OF POINT STREET AND WITH THE WEST LINE OF SAID LOT 39, AT A DISTANCE OF 50.00 FEET PASS THE NORTHWEST CORNER OF SAID LOT 39, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 40, AND CONTINUING WITH THE WEST LINE OF SAID LOT 40 FOR A TOTAL DISTANCE 75.00 FEET TO A 5/8" STEEL ROD WITH AN ORANGE PLASTIC CAP STAMPED "J. BLUDAU RPLS #6390" SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89°14' 03"EAST, ACROSS SAID LOT 40, FOR A DISTANCE OF 121.00 FEET TO A POINT IN THE EAST LINE OF SAID LOT 40, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 46 BEARS NORTH 00°02' 00"WEST, A DISTANCE OF 153.40 FEET AND NORTH 89°38' 00"EAST, A DISTANCE OF 220.00 FEET;

THENCE SOUTH 00°02' 00"EAST, WITH THE WEST LINE OF SAID LOT 40, AT A DISTANCE OF 25.00 FEET PASS THE SOUTHEAST CORNER OF SAID LOT 40, SAME BEING THE NORTHEAST CORNER OF SAID LOT 39, AND CONTINUING WITH THE EAST LINE OF SAID LOT 39 FOR A TOTAL DISTANCE 75.00 FEET TO A 5/8" IRON ROD WITH J RED PLASTIC CAP FOUND FOR THE NORTHEAST CORNER OF SAID LOT 38, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 39 AND OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89°14' 06"WEST, WITH THE COMMON LINE BETWEEN SAID LOT 38 AND SAID LOT 39, FOR A DISTANCE 121.13 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.208 OF AN ACRE (9,079 SQUARE FEET) OF LAND, MORE OR LESS.

Being the same property as described below;

Tract 1:

All those lots, tracts or parcels of land out of the B. C. Shahan Survey, Abst. No. 1169, and being known and designated as the South one-half (1/2) of Lot No. Forty (40), and the Northeast portion of Lot No. Thirty-nine (39) according to the map or plat of ROCKY POINT ANNEX as shown of record in Vol. 2, Page 166 of the Plat Records of Denton County, Texas, the same being more fully described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot No. Forty (40) of the said Rocky Point Annex;

THENCE North 25 feet with its West boundary line for corner;

THENCE East parallel with the South boundary line of Lot No. Forty (40), 120.6 feet for corner in the East boundary line of said Lot No. Forty (40);

THENCE South with the East, boundary line of Lot No. Forty (40), 25 feet for corner;

THENCE South with the east boundary line of Lot No. Thirty-nine (39), 25 feet for corner;

THENCE West 25 feet from and parallel with the West Boundary Line of Lot No. Thirty-nine (39), 50 feet for corner;

THENCE North parallel with the North boundary line of Lot No. Thirty-nine (39), 25 feet for corner in the North boundary line of said Lot No. Thirty-nine (39);

THENCE West with the North boundary line of Lot No. Thirty-nine (39) and the East Boundary line of Lot No. Forty (40), 70.6 feet, more or less, to the place of beginning.

Tract 2:

Part of Lot Thirty-nine (39) out of the B. C. Shahan Survey, Abst. No. 1169, as shown of record in Vol. 2, Page 166 of the Plat Records of Denton County, Texas, not previously deeded to Community Water Service, Inc. by Joseph P. Driscoll in that certain instrument dated June 33, 1965, and more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot Forty (40) running East 70-1/2 feet to point for corner;

THENCE South 25 feet;

THENCE East 50 feet to point for corner;

THENCE South 25 feet to point for corner;

THENCE West 120 feet 6 inches to point for corner;

THENCE North 50 feet to the place of beginning.

EXHIBIT C
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. Water Well and Utility Infrastructure Use and Access Easement recorded November 22, 2022 in Instrument #202218282 of the official public records of Wise County, Texas;
- d. Special Warranty Deed recorded November 22, 2022 in Instrument #161275 of the official public records of Denton County, Texas;
- e. Special Warranty Deed recorded December 1, 2022 in Instrument #D222279402 of the official public records of Tarrant County, Texas;
- f. 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; AND All 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;

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 Denton 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.

AFTER RECORDING, RETURN TO:
LOGAN WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER ROAD, SUITE 103
SAINT LOUIS, MO 63131

FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of March 23, 2023 (the "Effective Date"), by PATTERSON WATER SUPPLY, LLC a Texas limited liability company ("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 "Purchase and Sale Agreement" dated March 12, 2020 (as amended, 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 water and 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").

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 Parker 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.

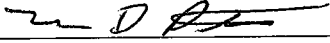
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions 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).

[Signature Pages Follow]

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

ASSIGNOR:

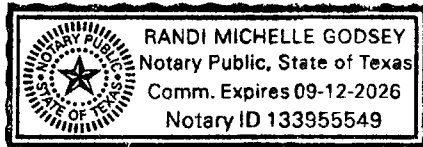
PATTERSON WATER SUPPLY, LLC

By: 
Mark D. Patterson, President

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

This instrument was acknowledged before me this 23 day of March, 2023, by Mark D. Patterson, President of Patterson Water Supply, LLC, a Texas limited liability company, on behalf of said limited liability company.




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 13th day of March, 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

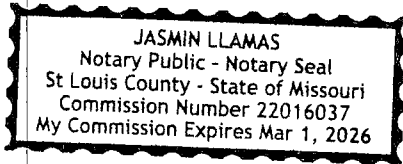


EXHIBIT A

The area served is approximately 5.1 miles northwest of the City of Weatherford, in the T. & P. RR. CO. Survey (Abstract No. 640) in Parker County, Texas and being more particularly described as follows:

BEGINNING at a point at or near a 1/2" iron rod called for the southwest corner of Lot 107-R of the Replat of Lots 107-R & 108-R Crazy Horse Ranchos First Installments, per plat recorded in Plat Cabinet E, Side 180 of the Parker County Plat Records;

THENCE, the following seventeen (17) courses:

- 1) North 00° 03' 00" West for a distance of 3,164.72 feet to a point;
- 2) North 88° 32' 49" East for a distance of 1,214.23 feet to a point;
- 3) South 71° 58' 00" East for a distance of 551.02 feet to a point;
- 4) South 01° 54' 00" West for a distance of 218.27 feet to a point;
- 5) North 86° 35' 00" East for a distance of 943.21 feet to a point;
- 6) South 00° 10' 00" East for a distance of 324.44 feet to a point;
- 7) South 89° 38' 00" East for a distance of 602.11 feet to a point;
- 8) North 89° 34' 58" East for a distance of 701.33 feet to a point;
- 9) South 04° 12' 04" East for a distance of 233.30 feet to a point;
- 10) South 00° 01' 28" West for a distance of 709.02 feet to a point;
- 11) South 89° 47' 36" West for a distance of 24.71 feet to a point;
- 12) South 00° 05' 15" West for a distance of 731.71 feet to a point;
- 13) South 01° 28' 23" East for a distance of 727.23 feet to a point;
- 14) South 73° 47' 46" West for a distance of 77.92 feet to a point;
- 15) South 79° 16' 15" West for a distance of 322.57 feet to a point;
- 16) South 84° 43' 21" West for a distance of 314.48 feet to a point;

South 89° 30' 00" West for a distance of 3,278.55 feet to the **POINT OF BEGINNING**, and containing 260.658 acres of land, more or less.

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. Water Well and Utility Infrastructure Use and Access Easement recorded November 22, 2022 in Instrument #202218282 of the official public records of Wise County, Texas;
- d. Special Warranty Deed recorded November 22, 2022 in Instrument #161275 of the official public records of Denton County, Texas;
- e. Special Warranty Deed recorded December 1, 2022 in Instrument #D222279402 of the official public records of Tarrant County, Texas;
- f. 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; AND All 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;

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 Parker 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.

AFTER RECORDING, RETURN TO:
LOGAN WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER ROAD, SUITE 103
SAINT LOUIS, MO 63131

FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

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

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of March 23, 2023 (the "Effective Date"), by PATTERSON WATER SUPPLY, LLC a Texas limited liability company ("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 "Purchase and Sale Agreement" dated March 12, 2020 (as amended, 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 water and 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, concurrently herewith, Assignor has, pursuant to the terms of the Purchase Agreement, sold and conveyed to Assignee certain real property that pertains to the ownership, operation, and/or maintenance of the System, which is described on **Exhibit B** attached to this Assignment and incorporated herein by reference, together with all improvements thereon, all fixtures attached thereto, and all rights appurtenant thereto (the "Real Property"); and

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 C** attached hereto and incorporated herein by reference (collectively, the "Additional Assets").

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 Tarrant 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.

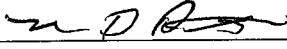
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions 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).

[Signature Pages Follow]

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

ASSIGNOR:

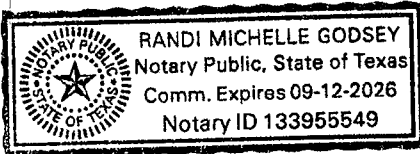
PATTERSON WATER SUPPLY, LLC

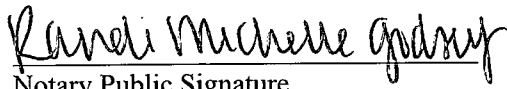
By: 
Mark D. Patterson, President

THE STATE OF TEXAS §

COUNTY OF Wauchope §

This instrument was acknowledged before me this 23 day of March, 2023, by Mark D. Patterson, President of Patterson Water Supply, LLC, a Texas limited liability company, on behalf of said limited liability company.




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 23rd day of March, 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

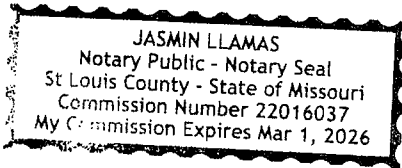


EXHIBIT A

The area served is approximately 1.8 miles East of the Town of Briar, in the Thomas Harmon Survey (Abstract No. 1931) and Thomas Harmon Survey (Abstract No. 1996) in Tarrant County, Texas and being more particularly described as follows:

BEGINNING at a point at or near a 5/8" iron rod found for the northeast corner of a tract of land described as "TRACT 65" in a Warranty Deed to Timothy M. Bradberry recorded in Volume 7366, Page 1045 of the Deed Records of Tarrant County, Texas;

THENCE, the following one hundred thirty-seven (137) courses:

- 1) North 16° 56' 36" East for a distance of 149.75 feet to a point;
- 2) North 15° 12' 17" East for a distance of 54.43 feet to a point;
- 3) North 15° 06' 51" East for a distance of 60.08 feet to a point;
- 4) North 13° 08' 40" East for a distance of 33.77 feet to a point;
- 5) North 12° 33' 40" East for a distance of 34.67 feet to a point;
- 6) North 19° 56' 36" East for a distance of 120.54 feet to a point;
- 7) North 21° 41' 31" East for a distance of 25.43 feet to a point;
- 8) North 62° 49' 46" East for a distance of 16.58 feet to a point;
- 9) North 62° 49' 50" East for a distance of 48.45 feet to a point;
- 10) North 84° 09' 36" East for a distance of 7.66 feet to a point;
- 11) North 84° 09' 22" East for a distance of 26.09 feet to a point;
- 12) North 84° 09' 14" East for a distance of 36.38 feet to a point;
- 13) North 84° 09' 21" East for a distance of 49.96 feet to a point;
- 14) South 28° 09' 31" East for a distance of 87.78 feet to a point;
- 15) South 31° 34' 10" East for a distance of 58.05 feet to a point;
- 16) South 31° 56' 34" East for a distance of 10.21 feet to a point;
- 17) South 28° 48' 08" East for a distance of 59.14 feet to a point;
- 18) South 29° 26' 18" East for a distance of 28.39 feet to a point;
- 19) South 30° 19' 38" East for a distance of 22.16 feet to a point;
- 20) South 14° 58' 11" East for a distance of 54.89 feet to a point;
- 21) South 14° 58' 14" East for a distance of 4.92 feet to a point;
- 22) South 20° 08' 34" East for a distance of 44.35 feet to a point;
- 23) South 20° 08' 31" East for a distance of 3.65 feet to a point;
- 24) South 19° 22' 56" East for a distance of 45.12 feet to a point;
- 25) South 19° 22' 59" East for a distance of 7.55 feet to a point;
- 26) South 18° 09' 39" East for a distance of 39.10 feet to a point;
- 27) South 18° 09' 41" East for a distance of 13.27 feet to a point;
- 28) South 19° 13' 52" East for a distance of 41.79 feet to a point;
- 29) South 24° 32' 20" East for a distance of 15.50 feet to a point;
- 30) South 24° 32' 21" East for a distance of 9.29 feet to a point;
- 31) South 19° 21' 55" East for a distance of 73.90 feet to a point;
- 32) North 51° 15' 01" East for a distance of 84.32 feet to a point;
- 33) South 36° 54' 40" East for a distance of 23.16 feet to a point;
- 34) South 36° 47' 18" East for a distance of 52.29 feet to a point;
- 35) South 37° 18' 13" West for a distance of 72.61 feet to a point;
- 36) South 67° 30' 38" East for a distance of 16.05 feet to a point;
- 37) South 68° 49' 44" East for a distance of 21.30 feet to a point;
- 38) South 68° 49' 45" East for a distance of 28.51 feet to a point;
- 39) South 68° 21' 17" East for a distance of 60.89 feet to a point;
- 40) South 66° 30' 38" East for a distance of 53.06 feet to a point;

- 41) South 68° 11' 04" East for a distance of 21.71 feet to a point;
- 42) South 65° 01' 04" East for a distance of 30.55 feet to a point;
- 43) South 45° 06' 09" East for a distance of 23.37 feet to a point;
- 44) South 45° 06' 11" East for a distance of 31.98 feet to a point;
- 45) South 45° 06' 06" East for a distance of 23.77 feet to a point;
- 46) South 45° 06' 08" East for a distance of 24.68 feet to a point;
- 47) South 45° 17' 28" East for a distance of 24.03 feet to a point;
- 48) South 46° 37' 06" East for a distance of 28.53 feet to a point;
- 49) South 46° 37' 13" East for a distance of 73.19 feet to a point;
- 50) South 46° 37' 14" East for a distance of 65.59 feet to a point;
- 51) South 46° 29' 49" East for a distance of 38.76 feet to a point;
- 52) South 42° 01' 53" East for a distance of 87.27 feet to a point;
- 53) South 38° 32' 59" West for a distance of 75.56 feet to a point;
- 54) South 38° 32' 58" West for a distance of 15.63 feet to a point;
- 55) South 39° 02' 16" West for a distance of 56.74 feet to a point;
- 56) South 37° 49' 16" West for a distance of 73.23 feet to a point;
- 57) South 41° 22' 54" West for a distance of 67.39 feet to a point;
- 58) South 35° 13' 39" West for a distance of 26.16 feet to a point;
- 59) North 55° 55' 53" West for a distance of 80.44 feet to a point;
- 60) North 55° 33' 37" West for a distance of 158.76 feet to a point;
- 61) North 54° 50' 01" West for a distance of 19.01 feet to a point;
- 62) North 54° 50' 05" West for a distance of 31.02 feet to a point;
- 63) North 55° 43' 15" West for a distance of 49.56 feet to a point;
- 64) North 56° 36' 12" West for a distance of 53.67 feet to a point;
- 65) North 57° 01' 15" West for a distance of 16.61 feet to a point;
- 66) North 57° 01' 14" West for a distance of 23.45 feet to a point;
- 67) North 55° 32' 20" West for a distance of 26.25 feet to a point;
- 68) North 55° 32' 22" West for a distance of 31.11 feet to a point;
- 69) North 55° 36' 14" West for a distance of 19.48 feet to a point;
- 70) North 55° 36' 13" West for a distance of 29.46 feet to a point;
- 71) North 55° 50' 50" West for a distance of 21.86 feet to a point;
- 72) North 55° 50' 45" West for a distance of 36.58 feet to a point;
- 73) North 55° 50' 43" West for a distance of 20.11 feet to a point;
- 74) North 55° 50' 44" West for a distance of 32.44 feet to a point;
- 75) North 59° 16' 18" West for a distance of 10.29 feet to a point;
- 76) North 64° 31' 03" West for a distance of 39.47 feet to a point;
- 77) North 68° 21' 35" West for a distance of 19.71 feet to a point;
- 78) North 68° 21' 35" West for a distance of 39.47 feet to a point;
- 79) North 67° 04' 51" West for a distance of 18.28 feet to a point;
- 80) North 67° 04' 52" West for a distance of 33.65 feet to a point;
- 81) North 68° 48' 00" West for a distance of 18.81 feet to a point;
- 82) North 68° 48' 06" West for a distance of 30.10 feet to a point;
- 83) North 67° 04' 33" West for a distance of 23.87 feet to a point;
- 84) North 67° 04' 34" West for a distance of 29.02 feet to a point;
- 85) North 69° 00' 07" West for a distance of 15.82 feet to a point;
- 86) North 69° 00' 05" West for a distance of 32.04 feet to a point;
- 87) North 67° 04' 27" West for a distance of 23.20 feet to a point;
- 88) North 67° 04' 28" West for a distance of 28.81 feet to a point;
- 89) North 68° 35' 15" West for a distance of 49.65 feet to a point;
- 90) South 67° 03' 37" West for a distance of 14.10 feet to a point;
- 91) North 86° 26' 13" West for a distance of 38.98 feet to a point;
- 92) North 66° 08' 46" West for a distance of 25.75 feet to a point;

- 93) North 76° 51' 46" West for a distance of 42.25 feet to a point;
- 94) North 60° 54' 01" West for a distance of 36.75 feet to a point;
- 95) North 63° 06' 12" West for a distance of 22.13 feet to a point;
- 96) North 62° 57' 47" West for a distance of 28.61 feet to a point;
- 97) North 68° 26' 05" West for a distance of 9.64 feet to a point;
- 98) South 87° 26' 38" West for a distance of 24.34 feet to a point;
- 99) North 88° 23' 29" West for a distance of 22.08 feet to a point;
- 100) South 82° 08' 03" West for a distance of 38.02 feet to a point;
- 101) South 63° 25' 26" West for a distance of 21.39 feet to a point;
- 102) South 63° 25' 23" West for a distance of 24.17 feet to a point;
- 103) South 60° 05' 06" West for a distance of 9.42 feet to a point;
- 104) South 60° 05' 05" West for a distance of 15.94 feet to a point;
- 105) South 60° 05' 03" West for a distance of 8.77 feet to a point;
- 106) South 60° 05' 03" West for a distance of 41.66 feet to a point;
- 107) South 63° 50' 58" West for a distance of 25.73 feet to a point;
- 108) South 63° 50' 56" West for a distance of 12.10 feet to a point;
- 109) North 64° 57' 32" West for a distance of 30.05 feet to a point;
- 110) North 64° 57' 28" West for a distance of 11.71 feet to a point;
- 111) North 64° 57' 32" West for a distance of 32.57 feet to a point;
- 112) North 64° 39' 52" West for a distance of 18.21 feet to a point;
- 113) North 64° 39' 55" West for a distance of 36.10 feet to a point;
- 114) North 66° 02' 12" West for a distance of 20.20 feet to a point;
- 115) North 66° 02' 16" West for a distance of 33.92 feet to a point;
- 116) North 66° 02' 13" West for a distance of 14.97 feet to a point;
- 117) North 66° 02' 16" West for a distance of 31.48 feet to a point;
- 118) North 66° 24' 41" West for a distance of 9.10 feet to a point;
- 119) North 66° 46' 06" West for a distance of 16.37 feet to a point;
- 120) North 00° 55' 29" West for a distance of 67.01 feet to a point;
- 121) North 00° 35' 18" West for a distance of 77.88 feet to a point;
- 122) North 05° 29' 23" West for a distance of 20.44 feet to a point;
- 123) North 20° 51' 15" West for a distance of 49.49 feet to a point;
- 124) North 00° 15' 00" East for a distance of 163.76 feet to a point;
- 125) South 70° 47' 58" East for a distance of 15.00 feet to a point;
- 126) South 70° 24' 02" East for a distance of 93.47 feet to a point;
- 127) South 70° 23' 59" East for a distance of 39.43 feet to a point;
- 128) South 70° 24' 02" East for a distance of 13.72 feet to a point;
- 129) South 70° 24' 00" East for a distance of 40.49 feet to a point;
- 130) South 70° 23' 57" East for a distance of 46.26 feet to a point;
- 131) South 70° 24' 03" East for a distance of 14.84 feet to a point;
- 132) South 70° 24' 04" East for a distance of 30.67 feet to a point;
- 133) South 70° 24' 03" East for a distance of 49.99 feet to a point;
- 134) South 70° 23' 58" East for a distance of 17.09 feet to a point;
- 135) South 70° 23' 59" East for a distance of 52.33 feet to a point;
- 136) South 70° 24' 04" East for a distance of 48.72 feet to a point;
- 137) South 72° 29' 31" East for a distance of 227.99 feet to the **POINT OF BEGINNING**, and containing 18.336 acres of land, more or less.

EXHIBIT B

Being that certain tract or parcel of land out of the T. Harmon 249-1/2 acre Survey in Tarrant County, Texas, and described in metes and bounds as follows:

Beginning at the northwest corner of said T. Harmon Survey;

Thence North 89 degrees 30 minutes East, 128.3 feet;

Thence South 0 degrees 15 minutes West, 62.5 feet;

Thence South 70 degrees 48 minutes East, 439.8 feet to a point of beginning of the tract herein described;

Thence South 19 degrees 06 minutes West, 109.3 feet;

Thence North 83 degrees 37 minutes East, 199.3 feet to the beginning of a curve to the right having a radius of 189.85 feet;

Thence Easterly with said curve a distance of 68 feet;

Thence North 17 degrees 01 minutes East, 5 feet;

Thence North 70 degrees 48 minutes West, 245.2 feet to the Point of Beginning of the tract herein described, and also known as Tract 65.

Being the same property as described below;

BEING a tract of land situated in the Thomas Harmon Survey, Abstract No. 1931, City of Azle, Tarrant County, Texas, being all of the tract of land described as "TRACT 65" in Warranty Deed to Timothy M. Bradberry recorded in Volume 7366, Page 1045 of the Deed Records of Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found in the north right-of-way line Briar Road (30-foot wide right-of way, by use and occupation), being the southeast corner of said Tract 65, and being the beginning of a non tangent curve to the left with a radius of 189.85 feet, a central angle of 20°31'19", and a chord bearing and distance of North 86°47'06" West, 67.64 feet;

THENCE along the said north right-of-way line of Briar Road, in a westerly direction, with said non-tangent curve to the left, an arc distance of 68.00 feet to a 5/8-inch iron rod found for corner;

THENCE continuing along the said north right-of-way line of Briar Road, South 82°57'14" West, a distance of 199.30 feet to an "X" cut in concrete found for the southwest corner of said Tract 65;

THENCE departing the said north right-of-way line of Briar Road, North 15°58'14" East, along the west line of said Tract 65, a distance of 109.30 feet to a 5/8-inch iron rod with cap stamped "KHA" set in the south line of a tract of land described in Warranty Deed to Acacia Royalty Company, Inc. recorded in Volume 3520, Page 229 of said Deed Records, and being the northwest corner of said Tract 65; from said point a 5/8-inch iron rod found bears North 00°58'51" East, a distance of 0.65 feet;

THENCE South $71^{\circ}24'12''$ East, along the said south line of the Acacia Royalty Company, Inc. tract, a distance of 249.70 feet to a 5/8-inch iron rod found for the northeast corner of said Tract 65;

THENCE South $16^{\circ}21'14''$ West, along the east line of said Tract 65, a distance of 5.00 feet to the POINT OF BEGINNING and containing 12,916 square feet or 0.2965 acres of land, more or less.

EXHIBIT C
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. Water Well and Utility Infrastructure Use and Access Easement recorded November 22, 2022 in Instrument #202218282 of the official public records of Wise County, Texas;
- d. Special Warranty Deed recorded November 22, 2022 in Instrument #161275 of the official public records of Denton County, Texas;
- e. Special Warranty Deed recorded December 1, 2022 in Instrument #D222279402 of the official public records of Tarrant County, Texas;
- f. 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; AND All 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;

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 Tarrant 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,

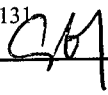
including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, 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.

AFTER RECORDING, RETURN TO:
LOGAN WAGONER
BECKEMEIER LEMOINE LAW
13421 MANCHESTER ROAD, SUITE 103
SAINT LOUIS, MO 63131



Fidelity National Title
23226 Red River Drive
Katy, TX 77494

FILED BY
FIDELITY NATIONAL TITLE

BILL OF SALE AND ASSIGNMENT

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

KNOW ALL MEN BY THESE PRESENTS: THAT

This Bill of Sale and Assignment ("Assignment") is executed to be effective as of March 23, 2023 (the "Effective Date"), by PATTERSON WATER SUPPLY, LLC a Texas limited liability company ("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 "Purchase and Sale Agreement" dated March 12, 2020 (as amended, 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 water and 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").

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 Wise 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.

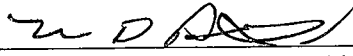
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions 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).

[Signature Pages Follow]

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

ASSIGNOR:

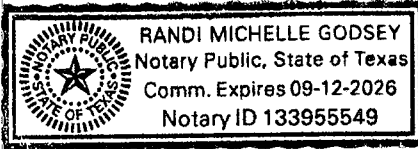
PATTERSON WATER SUPPLY, LLC

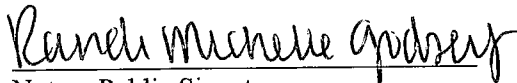
By: 
Mark D. Patterson, President

THE STATE OF TEXAS §

COUNTY OF Garland §

This instrument was acknowledged before me this 23 day of March, 2023, by Mark D. Patterson, President of Patterson Water Supply, LLC, a Texas limited liability company, on behalf of said limited liability company.




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

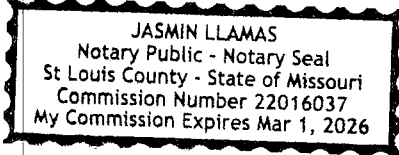
By: _____
Josiah M. Cox, President

THE STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

This instrument was acknowledged before me this 23rd day of March, 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)



Jasmin Llamas
Notary Public Signature

EXHIBIT A

The area served is approximately 0.50 miles East of the Town of Briar, in the M. E. P. & P. RR. CO. Survey (Abstract No. 617) and George L. Bledsoe (Abstract No. 37) in Wise County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 24, Block 1 of the Hills of Briar Oaks, Phase Three B, an Addition to Wise County, Texas, per plat recorded in Cabinet B, Side 178, Plat Records of the Wise County Plat Records;

THENCE, the following forty-eight (48) courses:

- 1) North 86° 54' 43" West for a distance of 277.98 feet to a point;
- 2) North 00° 15' 47" West for a distance of 219.42 feet to a point;
- 3) North 08° 57' 09" East for a distance of 169.93 feet to a point;
- 4) North 34° 00' 33" West for a distance of 53.61 feet to a point;
- 5) North 01° 07' 40" East for a distance of 803.31 feet to a point;
- 6) North 00° 09' 09" East for a distance of 1,305.97 feet to a point;
- 7) North 89° 27' 09" East for a distance of 760.97 feet to a point;
- 8) North 89° 38' 44" East for a distance of 292.93 feet to a point;
- 9) South 89° 10' 33" East for a distance of 159.19 feet to a point;
- 10) South 89° 56' 24" East for a distance of 170.50 feet to a point;
- 11) South 00° 03' 35" West for a distance of 737.07 feet to a point;
- 12) South 01° 01' 21" East for a distance of 1,798.08 feet to a point;
- 13) North 90° 00' 00" East for a distance of 966.19 feet to a point;
- 14) South 88° 58' 18" East for a distance of 312.74 feet to a point;
- 15) South 00° 34' 10" West for a distance of 151.45 feet to a point;
- 16) South 01° 12' 35" West for a distance of 151.43 feet to a point;
- 17) South 02° 03' 12" East for a distance of 59.63 feet to a point;
- 18) South 00° 16' 52" West for a distance of 165.73 feet to a point;
- 19) South 00° 15' 21" West for a distance of 152.39 feet to a point;
- 20) South 00° 17' 00" West for a distance of 166.75 feet to a point;
- 21) South 00° 23' 29" East for a distance of 150.73 feet to a point;
- 22) South 00° 34' 27" West for a distance of 307.34 feet to a point;
- 23) South 00° 15' 08" West for a distance of 150.68 feet to a point;
- 24) South 00° 15' 40" West for a distance of 154.92 feet to a point;
- 25) South 00° 02' 19" West for a distance of 181.10 feet to a point;
- 26) South 01° 25' 49" East for a distance of 310.95 feet to a point;
- 27) South 01° 13' 26" East for a distance of 190.37 feet to a point;
- 28) South 00° 23' 29" East for a distance of 151.95 feet to a point;
- 29) South 00° 51' 38" West for a distance of 170.64 feet to a point;
- 30) South 00° 13' 59" West for a distance of 143.30 feet to a point;
- 31) South 00° 34' 27" West for a distance of 144.92 feet to a point;
- 32) South 01° 57' 24" East for a distance of 154.55 feet to a point;
- 33) South 00° 34' 27" West for a distance of 151.08 feet to a point;
- 34) South 00° 14' 48" West for a distance of 149.08 feet to a point;
- 35) South 04° 01' 48" East for a distance of 140.88 feet to a point;
- 36) South 00° 40' 09" East for a distance of 278.19 feet to a point;
- 37) South 89° 47' 56" West for a distance of 645.76 feet to a point;
- 38) South 89° 47' 57" West for a distance of 797.80 feet to a point;
- 39) South 89° 47' 47" West for a distance of 638.25 feet to a point;
- 40) South 89° 54' 03" West for a distance of 60.04 feet to a point;

- 41) South 89° 48' 01" West for a distance of 305.02 feet to a point;
- 42) North 00° 00' 16" East for a distance of 296.72 feet to a point;
- 43) North 00° 02' 46" East for a distance of 1,200.00 feet to a point;
- 44) North 00° 08' 20" East for a distance of 850.65 feet to a point;
- 45) North 00° 07' 20" West for a distance of 742.10 feet to a point;
- 46) North 00° 12' 08" West for a distance of 237.17 feet to a point;
- 47) North 00° 06' 14" West for a distance of 254.63 feet to a point;
- 48) North 00° 06' 09" West for a distance of 182.56 feet to the **POINT OF BEGINNING**, and containing 292.748 acres of land, more or less.

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. Water Well and Utility Infrastructure Use and Access Easement recorded November 22, 2022 in Instrument #202218282 of the official public records of Wise County, Texas;
- d. Special Warranty Deed recorded November 22, 2022 in Instrument #161275 of the official public records of Denton County, Texas;
- e. Special Warranty Deed recorded December 1, 2022 in Instrument #D222279402 of the official public records of Tarrant County, Texas;
- f. 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; AND All 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;

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 Wise 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.