



## **Filing Receipt**

**Filing Date - 2023-10-17 03:25:52 PM**

**Control Number - 54285**

**Item Number - 49**

**DOCKET NO. 54285**

<b>APPLICATION OF CSWR-TEXAS</b>	<b>§</b>	
<b>UTILITY OPERATING COMPANY, LLC</b>	<b>§</b>	
<b>AND DOUGLAS UTILITY COMPANY</b>	<b>§</b>	<b>PUBLIC UTILITY COMMISSION</b>
<b>C/O ZIEBEN GROUP FOR SALE,</b>	<b>§</b>	
<b>TRANSFER, OR MERGER OF</b>	<b>§</b>	<b>OF TEXAS</b>
<b>FACILITIES AND CERTIFICATE</b>	<b>§</b>	
<b>RIGHTS IN HARRIS COUNTY</b>	<b>§</b>	

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

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

**I. SUBMITTAL OF CLOSING DOCUMENTS**

1. Order No. 6, issued on April 13, 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.<sup>1</sup> The administrative law judge subsequently extended the 180-day timeline once.
2. Attached hereto as Exhibit A is a fully executed General Assignment and Bill of Sale and Assignment. The effective date of the transaction was July 26, 2023.
3. Douglas Utility Company c/o Zieben Group has executed an affidavit confirming that all deposits have been sufficiently addressed, attached as Exhibit B. A list of customers deposits that were returned to customers, Highly Sensitive Exhibit B,

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<sup>1</sup> Counsel for CSWR-Texas was unable to acquire all of the necessary executed closing documents to file with the Commission until several weeks after the transaction had been executed. For this reason, and to the extent necessary, CSWR-Texas requests a good cause exception to the requirement that closing documentation must be filed within 30 days of the date of the actual effective date of the agreement.

Attachment 1, is provided pursuant to the Protective Order in effect in this proceeding. The information is exempt from public disclosure under Tex. Gov't Code § 552.101 and Texas Utilities Code § 182.052.

4. CSWR-Texas has therefore submitted all documents or information required by Order No. 6.

## **II. PRAYER FOR RELIEF**

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

Respectfully submitted,

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




Evan D. Johnson  
State Bar No. 24065498  
Sidne Finke  
State Bar No. 24131870  
Coffin Renner LLP  
1011 W. 31<sup>st</sup> Street  
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(512) 879-0900  
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evan.johnson@crtxlaw.com  
sidne.finke@crtxlaw.com

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

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17<sup>th</sup> day of October 2023, notice of the filing of this document was provided to all parties of record via electronic mail in accordance with the Second Order Suspending Rules, issued in Project No. 50664.



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Sidne E. Finke

**GENERAL ASSIGNMENT**

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

This General Assignment (“Assignment”) is executed as of the 26<sup>th</sup> day of July, 2023 by DOUGLAS UTILITY COMPANY, a Texas Corporation, (“Assignor”), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company (“Assignee”) (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

**RECITALS**

**WHEREAS**, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Harris County, Texas and described in a Special Warranty Deed, dated on or around today’s date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on or around today’s date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the “Property”), pursuant to that certain Purchase and Sale Agreement dated April 29, 2022, as assigned, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer (“Purchase Agreement”). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

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

**WHEREAS**, Assignor has further agreed, subject to all applicable Texas statutes and regulations, to assign to Assignee all of Assignor’s rights to operate, maintain and service the main lines of the sewer and water system in the System, including but not limited to, the right to collect assessments and/or fees.

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

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in and to any easements in and to the System (the “Easements”).

**ASSIGNMENT**

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

- 1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor’s right, title and interest in and to:

- A. Easements in the System;

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- B. The main lines of the sewer and water system, appurtenances and other assets pertaining to the provision of the sewer and water service in and to the System, including without limitation, the following:
- a. Buildings, easements, rights of way, licenses, permits and leases;
  - 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 Harris County, Texas, and used or held for use in connection with the System;
  - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
  - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of 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 indemnities or claims with respect to the System;
  - g. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
  - h. All assets not described which are located in Harris County, Texas, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:
- a. All plats located within the area described on **EXHIBIT A**;
  - 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. Easement Deed recorded in **Book 7850, Page 489** in the land records of Harris County, Texas on December 15, 1969;
  - d. Utility Easement Dedication recorded in **Book 7420, Page 273** in the land records of Harris County, Texas on November 22, 1968;
  - e. Waterline Easement recorded as **Document #E274709** in the land records of Harris County, Texas on October 7, 1974;

- f. Sanitary Sewer Easement recorded as **Document #E274710** in the land records of Harris County, Texas on October 7, 1974;
- g. Waterline Easement recorded as **Document #E279392** in the land records of Harris County, Texas on October 11, 1974;
- h. Storm Sewer Easement recorded as **Document #E331387** in the land records of Harris County, Texas on December 26, 1974;
- i. Utility Easement recorded as **Document #H194018** in the land records of Harris County, Texas on October 21, 1981;
- j. Easement Agreement for Utilities recorded as **Document #20130490356** in the land records of Harris County, Texas on September 24, 2013;
- k. Sanitary Control Easement recorded as **Document #U066655** in the land records of Harris County, Texas on November 8, 1999;
- l. Sanitary Control Easement recorded as **Document #U066658** in the land records of Harris County, Texas on November 8, 1999;
- m. Sanitary Control Easement recorded as **Document #U1536900** in the land records of Harris County, Texas on August 1, 2000;
- n. Sanitary Control Easement recorded as **Document #U066657** in the land records of Harris County, Texas on November 8, 1999;
- o. Sanitary Control Easement recorded as **Document #U1536901** in the land records of Harris County, Texas on August 1, 2000; and
- p. General Assignment recorded as document **RP-2023-255377** in the land records of Harris County on July 10, 2023.

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

NOTWITHSTANDING THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND AND CHARACTER, WHETHER EXPRESS OR IMPLIED. ASSIGNEE SHALL HAVE NO CLAIM AGAINST ASSIGNOR, AND ASSIGNOR SHALL HAVE NO LIABILITY TO ASSIGNEE, WITH RESPECT TO ANY SUCH DISCLAIMED WARRANTIES OR REPRESENTATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS AS TO THE OPERATING CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, AND MAKES NO REPRESENTATION OR WARRANTY AS TO DESIGN, FITNESS FOR INTENDED USE OR HABITABILITY OF ANY OF THE PROPERTY. THE PARTIES AGREE THAT THE PROPERTY IS CONVEYED ON AN "AS IS" BASIS, "WITH ALL FAULTS," AND THAT ASSIGNEE SHALL BE SOLELY RESPONSIBLE FOR ALL SYSTEM REPAIRS AND MAINTENANCE AFTER THE CLOSING DATE.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]

RP-2023-281651



ASSIGNOR:

DOUGLAS UTILITY COMPANY, a Texas corporation

By: *Alan Zieben*  
Alan Zieben, President

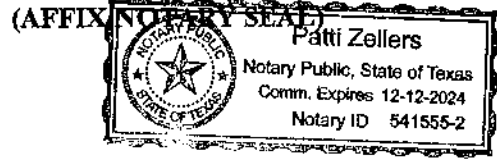
THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me this 26<sup>th</sup> day of July, 2023, by ALAN ZIEBEN, President of Douglas Utility Company, a Texas corporation, on behalf of said corporation.

*Patti Zellers*  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



RP-2023-281651

**ASSIGNEE:**

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

By: CENTRAL STATES WATER RESOURCES, INC., its manager

By: *F. Todd Thomas*  
F. Todd Thomas, Secretary

STATE OF MISSOURI §

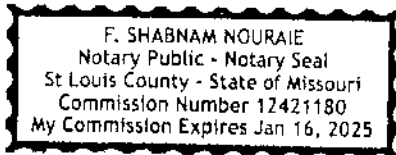
COUNTY OF ST. LOUIS §

The foregoing instrument was acknowledged, signed and sworn to before me on this 21<sup>st</sup> day of July, 2023 by F. TODD THOMAS, Secretary of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

*Shabnam Nouraie*  
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: 1/16/2025



RP-2023-281651

## EXHIBIT A

### Douglas Utility Service Area Description

The area served is approximately 12.6 miles northeast of the City of Houston, in the F. McGiverin Survey (Abstract No. 1482) and Samuel Upshaw Survey (A-818) in Harris County, Texas and being more particularly described as follows:

**BEGINNING** at a point at or near a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" found in the curved southerly right-of-way line of Sam Houston Parkway (Beltway 8, variable width right-of-way), for the northwest corner of the Eastgroup Properties L.P. called 48.154 acre tract described in Document #20070458677 of the Harris County Official Records, same being the northeast corner of Herbert J. Zieben, Tract 2, recorded in Document #056-95-1782 of the Harris County Deed Records;

**THENCE**, the following forty-seven (47) courses:

- 1) North 82° 26' 19" East for a distance of 122.93 feet to a point;
- 2) North 81° 14' 23" East for a distance of 122.94 feet to a point;
- 3) North 80° 02' 27" East for a distance of 122.95 feet to a point;
- 4) North 79° 10' 12" East for a distance of 55.79 feet to a point;
- 5) North 79° 01' 47" East for a distance of 228.07 feet to a point;
- 6) North 79° 40' 18" East for a distance of 109.30 feet to a point;
- 7) North 80° 47' 35" East for a distance of 109.32 feet to a point;
- 8) North 81° 54' 52" East for a distance of 109.32 feet to a point;
- 9) North 83° 02' 09" East for a distance of 114.65 feet to a point;
- 10) South 02° 49' 06" East for a distance of 133.77 feet to a point;
- 11) South 02° 48' 21" East for a distance of 531.95 feet to a point;
- 12) South 87° 54' 12" West for a distance of 43.38 feet to a point;
- 13) South 01° 52' 30" East for a distance of 543.82 feet to a point;
- 14) North 87° 04' 43" East for a distance of 47.40 feet to a point;
- 15) South 02° 55' 09" East for a distance of 143.00 feet to a point;
- 16) South 02° 54' 54" East for a distance of 192.05 feet to a point;
- 17) South 02° 54' 58" East for a distance of 162.01 feet to a point;
- 18) South 02° 55' 00" East for a distance of 59.98 feet to a point;
- 19) South 02° 54' 59" East for a distance of 76.38 feet to a point;
- 20) South 02° 54' 58" East for a distance of 415.01 feet to a point;
- 21) North 87° 18' 17" East for a distance of 191.65 feet to a point;
- 22) North 02° 55' 01" West for a distance of 194.83 feet to a point;
- 23) North 02° 54' 59" West for a distance of 305.07 feet to a point;
- 24) North 87° 54' 18" East for a distance of 151.53 feet to a point;
- 25) South 04° 21' 27" East for a distance of 304.81 feet to a point;
- 26) South 04° 21' 28" East for a distance of 195.14 feet to a point;
- 27) North 87° 16' 49" East for a distance of 25.79 feet to a point;
- 28) North 87° 16' 50" East for a distance of 856.96 feet to a point;
- 29) South 03° 44' 29" East for a distance of 621.69 feet to a point;
- 30) South 02° 26' 18" West for a distance of 37.10 feet to a point;
- 31) South 82° 32' 26" West for a distance of 17.24 feet to a point;
- 32) South 02° 01' 35" West for a distance of 228.12 feet to a point;
- 33) South 44° 20' 50" West for a distance of 26.05 feet to a point;
- 34) South 86° 40' 11" West for a distance of 106.11 feet to a point;
- 35) South 82° 40' 37" West for a distance of 264.89 feet to a point;
- 36) South 86° 12' 44" West for a distance of 131.27 feet to a point;
- 37) South 86° 11' 38" West for a distance of 12.03 feet to a point;
- 38) South 86° 50' 37" West for a distance of 120.68 feet to a point;
- 39) South 86° 21' 25" West for a distance of 559.43 feet to a point;

- 40) North 79° 25' 40" West for a distance of 38.84 feet to a point;
- 41) South 87° 04' 51" West for a distance of 1,054.01 feet to a point;
- 42) North 02° 48' 50" West for a distance of 1,700.01 feet to a point;
- 43) North 02° 53' 24" West for a distance of 276.02 feet to a point;
- 44) North 02° 21' 36" West for a distance of 577.23 feet to a point;
- 45) South 86° 33' 06" West for a distance of 102.39 feet to a point;
- 46) North 02° 50' 20" West for a distance of 510.14 feet to a point;
- 47) North 83° 47' 42" East for a distance of 109.35 feet to the **POINT OF BEGINNING**, and containing 107.443 acres of land, more or less.

RP-2023-281651

RP-2023-281651  
# Pages 9  
07/27/2023 08:45 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$46.00

RECORDERS MEMORANDUM

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

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

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



*Tenesia Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2023-281651

## BILL OF SALE

This BILL OF SALE, effective as of the 26<sup>th</sup> day of July, 2023, is made by DOUGLAS UTILITY COMPANY, a Texas Corporation (“Seller”), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company (“Buyer”).

**WHEREAS**, Buyer, or its affiliate, and Seller are parties to that certain Purchase and Sale Agreement dated April 29, 2022, as assigned, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the “Purchase Agreement”).

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

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

WITHOUT LIMITING THE FOREGOING, SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF EVERY KIND AND CHARACTER, WHETHER EXPRESS OR IMPLIED. BUYER SHALL HAVE NO CLAIM AGAINST SELLER, AND SELLER SHALL HAVE NO LIABILITY TO BUYER, WITH RESPECT TO ANY SUCH DISCLAIMED WARRANTIES OR REPRESENTATIONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS AS TO THE OPERATING CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, AND MAKES NO REPRESENTATION OR WARRANTY AS TO DESIGN, FITNESS FOR INTENDED USE OR HABITABILITY OF ANY OF THE PROPERTY. THE PARTIES AGREE THAT THE PROPERTY IS CONVEYED ON AN “AS IS” BASIS, “WITH ALL FAULTS,” AND THAT BUYER SHALL BE SOLELY RESPONSIBLE FOR ALL SYSTEM REPAIRS AND MAINTENANCE AFTER THE CLOSING DATE.

This Bill of Sale is in accordance with and is subject to all of the limitations, disclaimers, 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 Bill of Sale and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Bill of Sale does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Grantor arising under the Purchase Agreement or the closing of the transactions contemplated therein.

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

**AND**, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Property hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the

expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Property and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

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

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

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

This Bill of Sale may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one instrument.

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

DOUGLAS UTILITY COMPANY, a Texas  
corporation

By: Alan Zieben  
Alan Zieben, President

## EXHIBIT A

### Douglas Utility Service Area Description

The area served is approximately 12.6 miles northeast of the City of Houston, in the F. McGiverin Survey (Abstract No. 1482) and Samuel Upshaw Survey (A-818) in Harris County, Texas and being more particularly described as follows:

**BEGINNING** at a point at or near a 5/8" steel rod with an orange plastic cap stamped "J. Bludau RPLS #6390" found in the curved southerly right-of-way line of Sam Houston Parkway (Beltway 8, variable width right-of-way), for the northwest corner of the Eastgroup Properties L.P. called 48.154 acre tract described in Document #20070458677 of the Harris County Official Records, same being the northeast corner of Herbert J. Zieben, Tract 2, recorded in Document #056-95-1782 of the Harris County Deed Records;

**THENCE**, the following forty-seven (47) courses:

- 1) North 82° 26' 19" East for a distance of 122.93 feet to a point;
- 2) North 81° 14' 23" East for a distance of 122.94 feet to a point;
- 3) North 80° 02' 27" East for a distance of 122.95 feet to a point;
- 4) North 79° 10' 12" East for a distance of 55.79 feet to a point;
- 5) North 79° 01' 47" East for a distance of 228.07 feet to a point;
- 6) North 79° 40' 18" East for a distance of 109.30 feet to a point;
- 7) North 80° 47' 35" East for a distance of 109.32 feet to a point;
- 8) North 81° 54' 52" East for a distance of 109.32 feet to a point;
- 9) North 83° 02' 09" East for a distance of 114.65 feet to a point;
- 10) South 02° 49' 06" East for a distance of 133.77 feet to a point;
- 11) South 02° 48' 21" East for a distance of 531.95 feet to a point;
- 12) South 87° 54' 12" West for a distance of 43.38 feet to a point;
- 13) South 01° 52' 30" East for a distance of 543.82 feet to a point;
- 14) North 87° 04' 43" East for a distance of 47.40 feet to a point;
- 15) South 02° 55' 09" East for a distance of 143.00 feet to a point;
- 16) South 02° 54' 54" East for a distance of 192.05 feet to a point;
- 17) South 02° 54' 58" East for a distance of 162.01 feet to a point;
- 18) South 02° 55' 00" East for a distance of 59.98 feet to a point;
- 19) South 02° 54' 59" East for a distance of 76.38 feet to a point;
- 20) South 02° 54' 58" East for a distance of 415.01 feet to a point;
- 21) North 87° 18' 17" East for a distance of 191.65 feet to a point;
- 22) North 02° 55' 01" West for a distance of 194.83 feet to a point;
- 23) North 02° 54' 59" West for a distance of 305.07 feet to a point;
- 24) North 87° 54' 18" East for a distance of 151.53 feet to a point;
- 25) South 04° 21' 27" East for a distance of 304.81 feet to a point;
- 26) South 04° 21' 28" East for a distance of 195.14 feet to a point;
- 27) North 87° 16' 49" East for a distance of 25.79 feet to a point;
- 28) North 87° 16' 50" East for a distance of 856.96 feet to a point;
- 29) South 03° 44' 29" East for a distance of 621.69 feet to a point;
- 30) South 02° 26' 18" West for a distance of 37.10 feet to a point;
- 31) South 82° 32' 26" West for a distance of 17.24 feet to a point;
- 32) South 02° 01' 35" West for a distance of 228.12 feet to a point;
- 33) South 44° 20' 50" West for a distance of 26.05 feet to a point;
- 34) South 86° 40' 11" West for a distance of 106.11 feet to a point;
- 35) South 82° 40' 37" West for a distance of 264.89 feet to a point;
- 36) South 86° 12' 44" West for a distance of 131.27 feet to a point;
- 37) South 86° 11' 38" West for a distance of 12.03 feet to a point;
- 38) South 86° 50' 37" West for a distance of 120.68 feet to a point;
- 39) South 86° 21' 25" West for a distance of 559.43 feet to a point;
- 40) North 79° 25' 40" West for a distance of 38.84 feet to a point;



- 41) South 87° 04' 51" West for a distance of 1,054.01 feet to a point;
- 42) North 02° 48' 50" West for a distance of 1,700.01 feet to a point;
- 43) North 02° 53' 24" West for a distance of 276.02 feet to a point;
- 44) North 02° 21' 36" West for a distance of 577.23 feet to a point;
- 45) South 86° 33' 06" West for a distance of 102.39 feet to a point;
- 46) North 02° 50' 20" West for a distance of 510.14 feet to a point;
- 47) North 83° 47' 42" East for a distance of 109.35 feet to the **POINT OF BEGINNING**, and containing 107.443 acres of land, more or less.

**AFFIDAVIT OF CUSTOMER DEPOSIT REFUND**

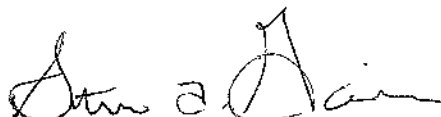
STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

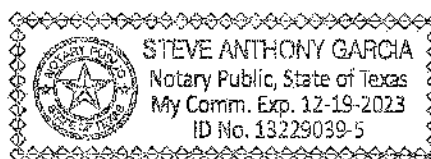
Before me, the undersigned authority, Alan Zieben, being first duly sworn, deposes and states as follows:

1. My name is Alan Zieben. I am over 21 years of age, of sound mind, and capable of making this Affidavit. I have personal knowledge of the facts contained herein, and they are true and correct.
2. I am the President of Douglas Utility Company, that has recently been sold to CSWR-Texas. I am authorized to make this Affidavit on behalf of Douglas Utility Company regarding the return/refund of deposits from Douglas Utility Company to its former customers.
3. I hereby certify that all customer deposits held by Douglas Utility Company were returned or refunded to customers consistent with the provisions of Douglas Utility Company's tariff and rules adopted by the Public Utility Commission of Texas. Further, I can confirm that Douglas Utility Company's billing system did not track interest on customer deposits and, therefore, that information is not available. Attachment 1 to this affidavit is the list of customers and the amount of the returned or refunded deposit.

  
\_\_\_\_\_  
Alan Zieben  
President, Douglas Utility Company

SWORN TO AND SUBSCRIBED before me on this 17 day of October, 2023.

  
\_\_\_\_\_  
Notary Public, State of Texas



**Exhibit B to Attachment 1 in  
Response to Order No. 6 is  
Highly Sensitive and will be  
provided pursuant to the  
Protective Order**