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DOCKET NO. 54543

**APPLICATION OF CSWR-TEXAS §
UTILITY OPERATING COMPANY, LLC §
AND VALLEY VISTA HOMEOWNERS § PUBLIC UTILITY COMMISSION
ASSOCIATION, INC. FOR SALE, §
TRANSFER, OR MERGER OF § OF TEXAS
FACILITIES AND CERTIFICATE §
RIGHTS IN UVALDE COUNTY §**

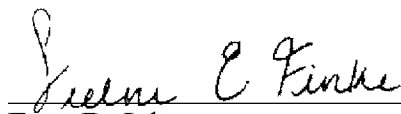
**CSWR-TEXAS UTILITY OPERATING COMPANY, LLC'S
FIRST SUPPLEMENT TO APPLICATION**

CSWR-Texas Utility Operating Company, LLC (“CSWR-Texas” or the “Company”) submits this First Supplement to its Application. Pursuant to Commission Staff’s request, the Company is providing Supplemental Attachment C, which includes:

- Executed affidavit from Thomas L. Kirkpatrick on behalf of TB GP, LLC;
- Executed Bill of Sale;
- Executed General Assignment; and
- Special Warranty Deeds.

Respectfully submitted,

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

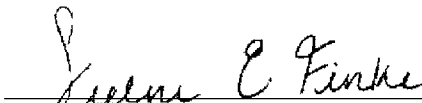


Evan D. Johnson
State Bar No. 24065498
Sidne E. Finke
State Bar No. 24131870
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
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evan.johnson@crtxlaw.com
sidne.finke@crtxlaw.com

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

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of February 2023, a true and correct copy of the foregoing document was served on all parties of record via electronic mail in accordance with the Order Suspending Rules issued in Project No. 50664.



Sidne E. Finke

AFFIDAVIT

STATE OF Texas
COUNTY OF Real

§
§
§

Before me, the undersigned authority, Thomas L. Kirkpatrick, being first duly sworn, deposes and states as follows:

1. My name is Thomas L. Kirkpatrick. 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 was the Manager of TB GP, LLC prior to its administrative dissolution by the Texas Secretary of State, and I am authorized to make this affidavit on behalf of TB GP, LLC regarding the acquisition history of Valley Vista Homeowners Association, Inc., d/b/a Valley Vista Water.
3. I hereby certify that the tariff and certificate of convenience necessity (CCN) number 13147 were issued to TB GP, LLC, d/b/a Valley Vista Water Company in 2008.
4. Before TB GP, LLC obtained a CCN for the Valley Vista Subdivision, TB GP, LLC was a general partner to 691, Ltd.
5. 691, Ltd. subsequently executed a promissory note and First Texas Bank took a deed of trust for the 694.20-acre property in Uvalde County, Texas, which would become the Valley Vista Subdivision. The promissory note and deed of trust were recorded with Uvalde County.
6. In 2007, 691, Ltd., refinanced the promissory note with First Texas Bank and a new deed of trust was issued and recorded with Uvalde County. In 2016, 691, Ltd., defaulted on the refinanced promissory note from 2007 with Texas First Bank. Texas First Bank then foreclosed on the property, including the Valley Vista Water Company.
7. By and through foreclosure, Texas First Bank acquired all lots and improvements located thereon not already conveyed to individual homeowners or developers. The lots and improvements making up the water system were never conveyed to TB GP, LLC prior to the foreclosure and remained in the name of 691, Ltd. before being acquired by the bank.
8. At the time of foreclosure, neither TB GP, LLC nor 691, Ltd, nor Texas First Bank notified the Public Utility Commission of Texas of the foreclosure or Texas First Bank's acquisition of the water system and facilities located thereon. Accordingly, CCN number 13147 was never transferred to Texas First Bank or any subsequent owner of the utility.

9. In 2017, Texas First Bank conveyed to Valley Vista Homeowner's Association the real property containing the water system in two separate conveyances. First Texas Bank did not transfer CCN number 13147 as part of the acquisition.
10. The Managers of TB GP, LLC were Thomas L. Kirkpatrick, acting as President, and Barry H. Black, acting as the Secretary of TB GP, LLC.
11. On February 28, 2020, TB GP, LLC forfeited its existence. Accordingly, CCN number 13147 has been abandoned and is not held by any existing person or entity at this time.



Thomas L. Kirkpatrick

SWORN TO AND SUBSCRIBED before me on this 13th day of February, 2023.





Notary Public, State of Texas

BILL OF SALE

This BILL OF SALE, effective as of the 13 day of February, 2023, is made by TB GP, L.L.C. d/b/a VALLEY VISTA WATER COMPANY, a dissolved Texas limited liability company ("Transferor"), in favor of VALLEY VISTA HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Transferee").

WHEREAS, Transferee currently owns and operates a certain water system and all assets, including real property and personal property used in connection with certain water facilities developed or operated by Assignee in Uvalde County, Texas (the "System") to serve customers within the area described on EXHIBIT A attached hereto and incorporated herein by reference (the "Service Area");

WHEREAS, Transferor is a prior owner of the System and has agreed, out of an abundance of caution, and as part of the winding up of Transferor, to transfer to Transferee all rights, *if any*, it has to the System;

WHEREAS, pursuant to TBOC § 11.052, a terminated or dissolved limited liability company may transfer and dispose of its assets as part of the winding up of the LLC.

NOW, THEREFORE, Transferor acknowledges and confirms the receipt and sufficiency of adequate consideration and does hereby quitclaim, sell, assign, convey, transfer and deliver to Transferee, all of Transferor's right, title and interest, *if any*, in and to the assets used or useful in operation of the System, located in Uvalde County, Texas, that services the area described on the attached EXHIBIT A, including but not limited to:

All personal property comprising the water system, including 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 (the "Property").

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

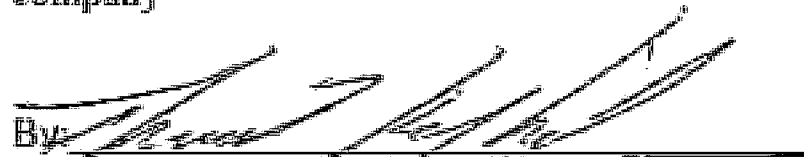
AND, for the consideration aforesaid, Transferor has covenanted and by this Bill of Sale does covenant with Transferee that Transferor will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and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

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

By acceptance hereof, Assignee acknowledges and agrees that Assignor has no outstanding obligations, whether past, present, or future, in regards to the System, and Assignee assumes any and all such obligations.

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

TB GP, L.L.C., a dissolved Texas limited liability
company



Thomas L. Kirkpatrick, Manager
at time of dissolution

EXHIBIT A
Service Area Description
Valley Vista Service Area Description

The area served is approximately 23.9 miles northeast of the City of Uvalde, Texas, located in the H. E. & W. T. RR. Co. Survey (A-972), E. L. & R. R. RR. Company Survey (A-886), and I. D. Coulter Survey (A-132) in Uvalde County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 2 (3.95 Acres), of the Valley Vista Subdivision, recorded in Instrument #2007000131 of the Uvalde County Official Public Records and in Slide 236B of the Uvalde County Plat Records;

THENCE, the following forty-three (43) courses:

- 1) North 87° 54' 20" East for a distance of 346.71 feet to a point;
- 2) North 67° 44' 52" East for a distance of 173.17 feet to a point;
- 3) North 67° 44' 52" East for a distance of 73.22 feet to a point;
- 4) North 74° 02' 12" East for a distance of 103.23 feet to a point;
- 5) North 83° 50' 57" East for a distance of 271.05 feet to a point;
- 6) South 25° 14' 12" East for a distance of 222.52 feet to a point;
- 7) North 84° 11' 31" East for a distance of 209.09 feet to a point;
- 8) South 25° 37' 40" East for a distance of 68.29 feet to a point;
- 9) South 08° 57' 06" East for a distance of 104.24 feet to a point;
- 10) South 25° 42' 00" East for a distance of 195.95 feet to a point;
- 11) South 42° 07' 18" East for a distance of 105.99 feet to a point;
- 12) South 25° 41' 56" East for a distance of 3,561.74 feet to a point;
- 13) South 23° 19' 13" East for a distance of 228.62 feet to a point;
- 14) South 18° 40' 37" East for a distance of 228.62 feet to a point;
- 15) South 57° 23' 44" West for a distance of 608.41 feet to a point;
- 16) South 12° 45' 28" East for a distance of 866.66 feet to a point;
- 17) South 76° 25' 32" West for a distance of 902.62 feet to a point;
- 18) North 72° 17' 10" West for a distance of 317.77 feet to a point;
- 19) South 88° 53' 56" West for a distance of 644.67 feet to a point;
- 20) North 10° 03' 49" East for a distance of 334.46 feet to a point;
- 21) North 78° 55' 11" West for a distance of 203.56 feet to a point;
- 22) North 02° 22' 57" West for a distance of 704.95 feet to a point;
- 23) North 21° 43' 21" East for a distance of 92.70 feet to a point;
- 24) North 08° 09' 30" West for a distance of 213.38 feet to a point;
- 25) North 15° 55' 48" West for a distance of 400.86 feet to a point;
- 26) South 75° 21' 36" East for a distance of 128.22 feet to a point;
- 27) North 23° 01' 36" East for a distance of 62.08 feet to a point;
- 28) North 38° 32' 36" West for a distance of 114.11 feet to a point;
- 29) North 22° 12' 34" West for a distance of 142.70 feet to a point;
- 30) North 01° 30' 24" West for a distance of 164.60 feet to a point;
- 31) North 08° 18' 00" West for a distance of 194.49 feet to a point;
- 32) North 02° 52' 00" East for a distance of 131.05 feet to a point;
- 33) North 08° 45' 39" West for a distance of 118.33 feet to a point;
- 34) North 19° 11' 47" East for a distance of 101.40 feet to a point;

- 35) North $37^{\circ} 30' 39''$ East for a distance of 417.96 feet to a point;
- 36) North $30^{\circ} 21' 27''$ West for a distance of 330.29 feet to a point;
- 37) South $67^{\circ} 15' 57''$ West for a distance of 443.37 feet to a point;
- 38) North $78^{\circ} 31' 57''$ West for a distance of 472.42 feet to a point;
- 39) North $56^{\circ} 22' 32''$ West for a distance of 413.98 feet to a point;
- 40) North $41^{\circ} 09' 58''$ West for a distance of 511.04 feet to a point;
- 41) North $18^{\circ} 46' 02''$ West for a distance of 772.17 feet to a point;
- 42) North $83^{\circ} 01' 10''$ East for a distance of 1,036.98 feet to a point;
- 43) North $05^{\circ} 21' 32''$ West for a distance of 663.47 feet to the **POINT OF BEGINNING**, and containing 250.029 acres of land, more or less.

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed to be effective as of the 13 day of February, 2023 (the "Effective Date"), by TB GP, L.L.C. d/b/a VALLEY VISTA WATER COMPANY, an administratively dissolved Texas limited liability company ("Assignor"), in favor of VALLEY VISTA HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation ("Assignee").

RECITALS

WHEREAS, Assignee currently owns and operates a certain water system and all assets, including real property (the "Real Property") and personal property (the "Personal Property" and, collectively with the Real Property, the "Property") used in connection with certain water facilities developed or operated by Assignee in Uvalde County, Texas (the "System") to serve customers within the area described on Exhibit A attached hereto and incorporated herein by reference (the "Service Area");

WHEREAS, Assignor is a prior owner of the System and has agreed, out of an abundance of caution, and as part of the winding up of Assignor, to transfer to Assignee all rights it has, *if any*, to the System;

WHEREAS, pursuant to TBOC § 11.052, a terminated or dissolved limited liability company may transfer and dispose of its assets as part of the winding up of the LLC.

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 quitclaims, assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to all assets owned by Assignor, *if any*, which pertain to or are used in connection with the ownership, operation, and/or maintenance of the System and the Property (collectively, the "Additional Assets"), including, without limitation, the following:

A. All easements, streets, rights-of-way, or other rights and interests of any kind or nature, if any, including, but not limited to, any rights and interests held or reserved by Assignor in any subdivision plats within the Service Area, all of Assignor's rights as declarant or otherwise under documents establishing easements or other rights used or useful in the operation of the System which affect the Service Area, including, but not limited to, any restrictive covenants, declaration, or other similar document, and all rights and interests held or reserved by Assignor in any other agreements or documents of any kind or nature, *if any*, including but not limited to rights and or interests created by virtue of the following documents BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:

- a. All plats located within the area described on **EXHIBIT A**; and
- b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents; and

c. Plat of Valley Vista Subdivision, recorded as **Document #2007000131** in the land records of Uvalde County, Texas on January 8, 2007.

B. All water lines, pipes, wells, well houses, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system and/or of provision of the water service in and to the System, *if any*;

C. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the Service Area, the right to collect assessments and/or fees, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as water, wastewater, electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications, *if any*;

D. Any 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, *if any*;

E. Any warranties or guaranties, if any, including, but not limited to, those pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder, *if any*;

F. Any other assets not described herein which are used or useful to own, operate, and/or maintain the System, *if any*;

G. All buildings, rights of way, licenses, permits and leases, and all machinery, equipment, supplies, tools, devices, mobile work equipment, furniture, fixtures and other tangible items located in Uvalde County, Texas, and used or held for use in connection with the System, *if any*;

H. All assets not described which are located in Uvalde County, Texas and used or useful in or to the System, but specifically excluding customer deposits held by Assignor, *if any*,

to have and to hold, with all of the rights and appurtenances thereto belonging, unto Assignee, its successors and assigns, to itself and for its own use and behalf forever. Assignor hereby warrants and represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have not previously sold, assigned, conveyed, transferred, delivered, or set over any of the Additional Assets to any third party. Assignor hereby constitutes and appoints Assignee as the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for Assignor and in its name and stead or otherwise, by and on behalf of and for the benefit of Assignee to demand and receive from time to time any and all of the Additional Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Assignee any and all proceedings at law, in equity or otherwise which Assignee may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Additional Assets and to do all such acts and things in relation thereto as Assignee shall deem desirable; and Assignor hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Assignor in any manner or for any reason.

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

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

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

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

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one agreement. A facsimile signature or a signature sent electronically (via email or PDF) shall be deemed to be an original signature for all purposes.

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

8. Acceptance by Assignee. By acceptance hereof, Assignee acknowledges and agrees that Assignor has no outstanding obligations, whether past, present, or future, in regards to the System, and Assignee assumes any and all such obligations.

[SIGNATURE PAGES FOLLOW]

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

ASSIGNOR:

TB GP. L.L.C., a dissolved Texas limited liability company

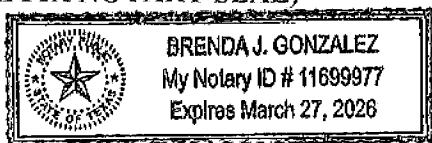
By: *Thomas L. Kirkpatrick*
Thomas L. Kirkpatrick, Manager at time of dissolution

STATE OF TEXAS §
COUNTY OF Real §

13th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of February, 2023 by Thomas L. Kirkpatrick, as Manager of TB GP, L.L.C., a dissolved Texas limited liability company, who stated that he was authorized to execute this document on behalf of the dissolved limited liability company.

Brenda J. Gonzalez
NOTARY PUBLIC

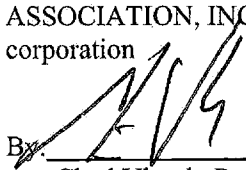
(AFFIX NOTARY SEAL)



My Commission Expires: 3/27/2026

ASSIGNEE:

VALLEY VISTA HOMEOWNERS
ASSOCIATION, INC., a Texas nonprofit
corporation

By: 
Chad Vlasak, President & Director

STATE OF TEXAS §

COUNTY OF Harris §

17th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of February, 2023 by Chad Vlasak, as President & Director of VALLEY VISTA HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, who stated that he was authorized to execute this document on behalf of the nonprofit corporation.


NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: 8/4/2023

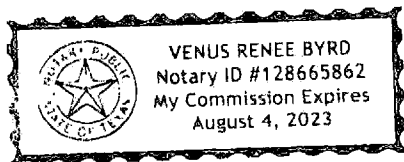


EXHIBIT A
Service Area

Valley Vista Service Area Description

The area served is approximately 23.9 miles northeast of the City of Uvalde, Texas, located in the H. E. & W. T. RR. Co. Survey (A-972), E. L. & R. R. RR. Company Survey (A-886), and I. D. Coulter Survey (A-132) in Uvalde County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Lot 2 (3.95 Acres), of the Valley Vista Subdivision, recorded in Instrument #2007000131 of the Uvalde County Official Public Records and in Slide 236B of the Uvalde County Plat Records;

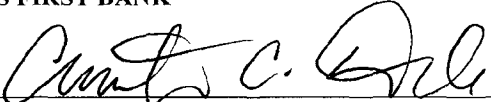
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EXECUTED THIS 26th day of June, 2017.

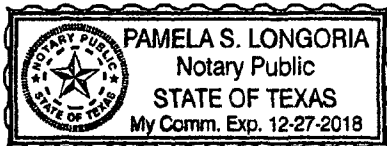
TEXAS FIRST BANK

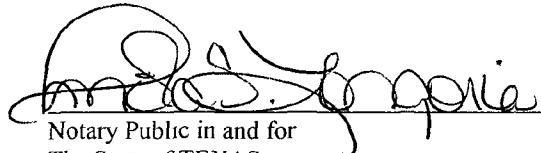
BY: 
NAME: Christopher C. Doyle
TITLE: President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 26th day of June, 2017, by Christopher C. Doyle, President of TEXAS FIRST BANK.




Notary Public in and for
The State of TEXAS

GRANTEE'S ADDRESS:

Valley Vista Homeowners Association, Inc.
3232 Palmer Hwy
Texas City, Texas 77592

AFTER RECORDING, RETURN TO:

MURRAY | LOBB, PLLC
700 Gemini, Suite 115
Houston, Texas 77058
Telephone 281.488 0630

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Donna M Williams

Donna M Williams County Clerk
Uvalde County TEXAS

June 28, 2017 01 32 24 PM
FEE \$30 00

2017001998

EXECUTED THIS 26 day of September, 2017

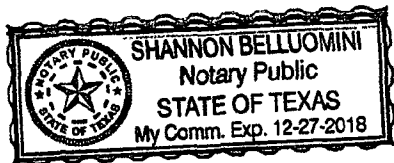
TEXAS FIRST BANK

BY: *Christopher C. Doyle*
CHRISTOPHER C. DOYLE, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §

This instrument was acknowledged before me on this 26 day of September, 2017, by
CHRISTOPHER C. DOYLE, President of TEXAS FIRST BANK.



Shannon Belluomini
Notary Public in and for
The State of TEXAS

GRANTEE'S ADDRESS:

Valley Vista Homeowners Association, Inc.
3232 Palmer Hwy
Texas City, Texas 77592

AFTER RECORDING, RETURN TO:

MURRAY | LOBB, PLLC
700 Gemini, Suite 115
Houston, Texas 77058
Telephone 281.488 0630

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Donna M. Williams

Donna M Williams County Clerk
Uvalde County TEXAS

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