



Filing Receipt

Filing Date - 2024-01-19 11:26:07 AM

Control Number - 54752

Item Number - 37

DOCKET NO. 54752

APPLICATION OF CSWR-TEXAS	§	
UTILITY OPERATING COMPANY, LLC	§	
AND RBTQ, INC. DBA SOUTHWEST	§	
GARDENS WATER FOR SALE,	§	
TRANSFER, OR MERGER OF	§	
FACILITIES AND CERTIFICATE	§	PUBLIC UTILITY COMMISSION
RIGHTS AND FOR DECERTIFICATION	§	
OF ALL OF DON HAYS DBA	§	OF TEXAS
SOUTHWEST WATER COMPANY	§	
(DON HAYS) CERTIFICATE OF	§	
CONVENIENCE AND NECESSITY IN	§	
LUBBOCK COUNTY	§	

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

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

I. SUBMITTAL OF CLOSING DOCUMENTS

1. Order No. 8, issued on November 13, 2023, approved the sale and transfer of transaction in the above-referenced matter and required the applicants to submit, within 180 days and not later than 30 days after the consummation of the transaction, proof to the Public Utility Commission of Texas (“Commission”) that the transaction has been consummated and that the customer deposits have been addressed.
2. Attached hereto as Exhibit A is a fully executed General Assignments, Bill of Sale, and Temporary Management Agreement. The effective date of the transaction was December 20, 2023.
3. RBTQ, Inc. dba Southwest Gardens Water has executed an affidavit confirming that all deposits have been sufficiently addressed, attached as Exhibit B. A list of

customers confirming the return of each deposit, Highly Sensitive Exhibit B, 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.

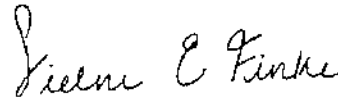
4. CSWR-Texas has therefore submitted all documents or information required by Order No. 8.

II. PRAYER FOR RELIEF

For the reasons stated above, and in accordance with Order No. 8, 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 E. Finke
State Bar No. 24131870
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
(512) 879-0900
(512) 879-0912 (fax)
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 19th day of January 2024, 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.



Sidne E. Finke

AFTER RECORDING PLEASE RETURN TO:

Armbrust & Brown, PLLC
Attu: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

GENERAL ASSIGNMENT

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

This General Assignment (“Assignment”) is executed as of the 20th day of December, 2023 by FRANKFORD PROPERTIES, LTD., a Texas limited liability company (“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 Lubbock County, Texas and described in a Deed of Easement, dated on 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 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 Agreement for Sale of Utility System dated August 26, 2022, by and between Assignor, or it’s affiliate, 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 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 water service in and to the System, as such term is defined in the Purchase Agreement, which provides water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Lubbock County, Texas (the “System”).

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor’s rights to operate, maintain and service the main lines of the 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 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 is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

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

- A. Easements in the System;
- B. The main lines of the water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - 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;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Lubbock County, Texas, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the 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 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;
 - h. 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
 - i. All assets not described which are located in Lubbock 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. Sanitary Control Easement Document for a Public Water Well, recorded in Volume 4777, Page 32, Real Property Records, Lubbock County, Texas;
- d. Sanitary Control Easement Document for a Public Water Well, recorded in Volume 5590, Page 329, Real Property Records, Lubbock County, Texas
- e. Sanitary Control Easement Document for a Public Water Well, recorded in Volume 5902, Page 288, Real Property Records, Lubbock County, Texas
- f. Warranty Deed, recorded in Volume 4148, Page 246, Real Property Records, Lubbock County, Texas.

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

Assignor hereby represents to and assures Assignee 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 date of this Assignment.

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.

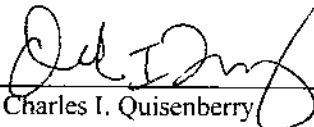
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions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

ASSIGNOR:

FRANKFORD PROPERTIES, LTD., a Texas
limited liability company

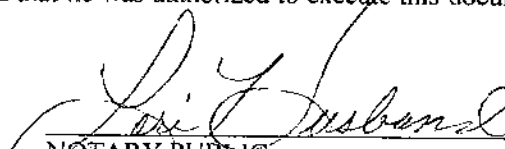
By: 
Charles I. Quisenberry

Title: Managing Member

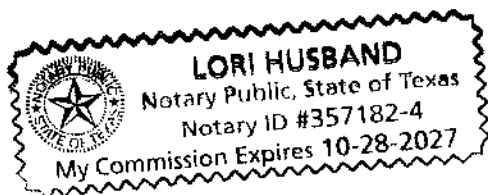
STATE OF TEXAS §

COUNTY OF LUBBOCK §

19th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of December, 2023 by Charles I. Quisenberry as Managing Member of Frankford Properties, LTD., a Texas limited liability company, who stated that he was authorized to execute this document on behalf of the limited liability company.


NOTARY PUBLIC

(AFFIX NOTARY SEAL)

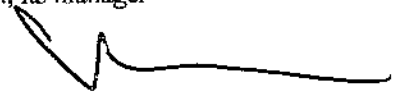


My Commission Expires: 10-28-2027

ASSIGNEE:

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

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

By: 

Josiah M. Cox, President

STATE OF MISSOURI §

COUNTY OF ST. LOUIS §

12th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of December, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company, who stated that he was authorized to execute this document.



NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: 3-1-26

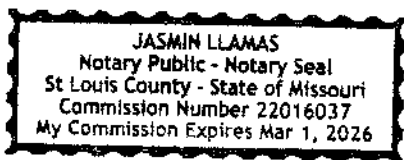


EXHIBIT A

Southwest Gardens Service Area – Tract 1

The area served is approximately 10.4 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near a 1/2" iron rod found for an interior corner of the Highland Oaks Subdivision, per plat recorded in Volume 7699, Page 311 of the Lubbock County Real Property Records, same being an interior corner of a 20-foot wide public alley;

THENCE, the following eight (8) courses:

- 1) South 89° 45' 48" West for a distance of 782.93 feet to a point;
- 2) North 00° 00' 35" West for a distance of 515.48 feet to a point;
- 3) South 89° 45' 52" West for a distance of 515.48 feet to a point;
- 4) North 00° 00' 35" West for a distance of 315.59 feet to a point;
- 5) North 89° 20' 01" East for a distance of 855.23 feet to a point;
- 6) South 00° 00' 35" East for a distance of 150.00 feet to a point;
- 7) North 89° 20' 02" East for a distance of 443.09 feet to a point;
- 8) South 00° 01' 27" East for a distance of 690.82 feet to the **POINT OF BEGINNING**, and containing 17.290 acres of land, more or less.

Southwest Gardens Service Area – Tract 2

The area served is approximately 10.1 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Southwest Gardens, a subdivision of Section 7, Block A-K, Lubbock County, Texas, as dedicated by instrument recorded in Volume 4148, Page 246, Official Real Property Records, Lubbock County, Texas;

THENCE, the following four (4) courses:

- 1) North 89° 20' 02" East for a distance of 1,298.37 feet to a point;
- 2) South 00° 00' 35" East for a distance of 1,287.00 feet to a point;
- 3) South 89° 20' 02" West for a distance of 1,298.37 feet to a point;
- 4) North 00° 00' 35" West for a distance of 1,287.00 feet to the **POINT OF BEGINNING**, and containing 38.358 acres of land, more or less.

AFTER RECORDING PLEASE RETURN TO:

Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

GENERAL ASSIGNMENT

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

This General Assignment ("Assignment") is executed as of the 20th day of December, 2023 by RBTQ, INC., 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, or its affiliate, is conveying to Assignee its interest in certain real property located in Lubbock County, Texas and described in a Deed of Easement, dated on 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 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 Agreement for Sale of Utility System dated August 26, 2022, 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 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 water service in and to the System, as such term is defined in the Purchase Agreement, which provides water service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Lubbock County, Texas (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the 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 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 is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

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

- A. Easements in the System;
- B. The main lines of the water system, appurtenances and other assets pertaining to the provision of the water service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - 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;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Lubbock County, Texas, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the 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 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;
 - h. 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
 - i. All assets not described which are located in Lubbock 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. Warranty Deed, recorded in Volume 4741, Page 250, Real Property Records, Lubbock County, Texas.

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

Assignor hereby represents to and assures Assignee 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 date of this Assignment.

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.

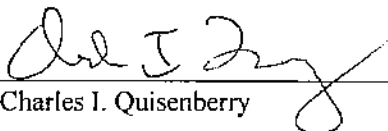
8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions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

ASSIGNOR:

RBTQ, INC., a Texas corporation

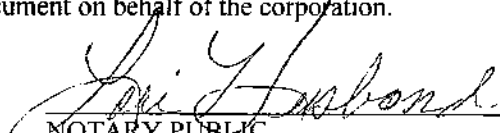
By: 
Charles I. Quisenberry

Title: Director

STATE OF TEXAS §

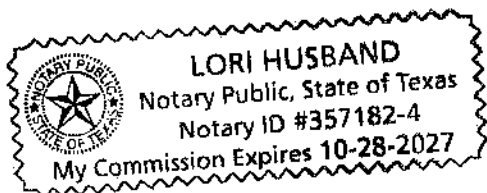
COUNTY OF LUBBOCK §

19th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of December, 2023 by Charles I. Quisenberry as Director of RBTQ, Inc., a Texas corporation, who stated that he was authorized to execute this document on behalf of the corporation.


NOTARY PUBLIC

(AFFIX NOTARY SEAL)

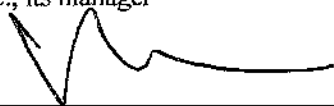
My Commission Expires: 10-28-2027



ASSIGNEE:

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

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

By: 

Josiah M. Cox, President

STATE OF MISSOURI §

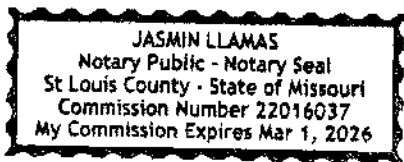
COUNTY OF ST. LOUIS §

18th The foregoing General Assignment was acknowledged, signed and sworn to before me on this day of December, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company, who stated that he was authorized to execute this document.



NOTARY PUBLIC

(AFFIX NOTARY SEAL)



My Commission Expires: 3-1-26

EXHIBIT A

Southwest Gardens Service Area – Tract 1

The area served is approximately 10.4 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near a 1/2" iron rod found for an interior corner of the Highland Oaks Subdivision, per plat recorded in Volume 7699, Page 311 of the Lubbock County Real Property Records, same being an interior corner of a 20-foot wide public alley;

THENCE, the following eight (8) courses:

- 1) South 89° 45' 48" West for a distance of 782.93 feet to a point;
- 2) North 00° 00' 35" West for a distance of 515.48 feet to a point;
- 3) South 89° 45' 52" West for a distance of 515.48 feet to a point;
- 4) North 00° 00' 35" West for a distance of 315.59 feet to a point;
- 5) North 89° 20' 01" East for a distance of 855.23 feet to a point;
- 6) South 00° 00' 35" East for a distance of 150.00 feet to a point;
- 7) North 89° 20' 02" East for a distance of 443.09 feet to a point;
- 8) South 00° 01' 27" East for a distance of 690.82 feet to the **POINT OF BEGINNING**, and containing 17.290 acres of land, more or less.

Southwest Gardens Service Area – Tract 2

The area served is approximately 10.1 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Southwest Gardens, a subdivision of Section 7, Block A-K, Lubbock County, Texas, as dedicated by instrument recorded in Volume 4148, Page 246, Official Real Property Records, Lubbock County, Texas;

THENCE, the following four (4) courses:

- 1) North 89° 20' 02" East for a distance of 1,298.37 feet to a point;
- 2) South 00° 00' 35" East for a distance of 1,287.00 feet to a point;
- 3) South 89° 20' 02" West for a distance of 1,298.37 feet to a point;
- 4) North 00° 00' 35" West for a distance of 1,287.00 feet to the **POINT OF BEGINNING**, and containing 38.358 acres of land, more or less.

BILL OF SALE

This BILL OF SALE, effective as of the 14th day of December, 2023, is made by RBTQ, INC., a Texas corporation and FRANKFORD PROPERTIES, LTD., a Texas limited liability company (collectively "Seller"), in favor of CSWR-TEXAS UTILITY OPERATING COMPANY, LLC, a Texas limited liability company ("Buyer").

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated August 26, 2022, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the "Purchase Agreement").

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, all of Seller's right, title and interest in and to the 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 water system located in Lubbock County, Texas that services the area described on the attached EXHIBIT A, such assets being more particularly described as follows:

All personal property comprising the water system, including but not limited to, the water lines, pipes, wells, well house, tanks, pumps, meters, valves, and any other appurtenances of the water system, and all machinery, equipment, supplies and other tangible items used in connection with the water system.

TO HAVE AND TO HOLD the 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.

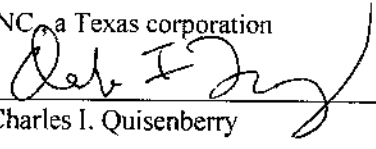
This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

[SIGNATURE PAGE FOLLOWS]

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

RBTQ, INC, a Texas corporation

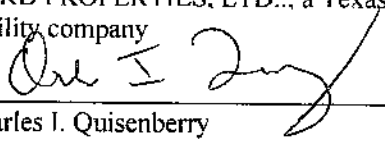
By: _____


Charles I. Quisenberry

Title: Director

FRANKFORD PROPERTIES, LTD., a Texas
limited liability company

By: _____


Charles I. Quisenberry

Title: Managing Member

EXHIBIT A

Southwest Gardens Service Area – Tract 1

The area served is approximately 10.4 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near a 1/2" iron rod found for an interior corner of the Highland Oaks Subdivision, per plat recorded in Volume 7699, Page 311 of the Lubbock County Real Property Records, same being an interior corner of a 20-foot wide public alley;

THENCE, the following eight (8) courses:

- 1) South 89° 45' 48" West for a distance of 782.93 feet to a point;
- 2) North 00° 00' 35" West for a distance of 515.48 feet to a point;
- 3) South 89° 45' 52" West for a distance of 515.48 feet to a point;
- 4) North 00° 00' 35" West for a distance of 315.59 feet to a point;
- 5) North 89° 20' 01" East for a distance of 855.23 feet to a point;
- 6) South 00° 00' 35" East for a distance of 150.00 feet to a point;
- 7) North 89° 20' 02" East for a distance of 443.09 feet to a point;
- 8) South 00° 01' 27" East for a distance of 690.82 feet to the **POINT OF BEGINNING**, and containing 17.290 acres of land, more or less.

Southwest Gardens Service Area – Tract 2

The area served is approximately 10.1 miles southwest of the City of Lubbock, in the East Line and Red River Railroad Company Survey, Section 7 (Abstract No. 162) in Lubbock County, Texas and being more particularly described as follows:

BEGINNING at a point at or near the northwest corner of Southwest Gardens, a subdivision of Section 7, Block A-K, Lubbock County, Texas, as dedicated by instrument recorded in Volume 4148, Page 246, Official Real Property Records, Lubbock County, Texas;

THENCE, the following four (4) courses:

- 1) North 89° 20' 02" East for a distance of 1,298.37 feet to a point;
- 2) South 00° 00' 35" East for a distance of 1,287.00 feet to a point;
- 3) South 89° 20' 02" West for a distance of 1,298.37 feet to a point;
- 4) North 00° 00' 35" West for a distance of 1,287.00 feet to the **POINT OF BEGINNING**, and containing 38.358 acres of land, more or less.

TEMPORARY MANAGEMENT AGREEMENT

THIS AGREEMENT (“Agreement”), dated the 20th day of December 2023, (“Effective Date”) is made by and between **CSWR-TEXAS UTILITY OPERATING COMPANY, LLC**, a Texas limited liability company (“Manager”), and **RBTQ, INC.**, a Texas corporation (“Operator”) (collectively “the Parties”).

WHEREAS, Operator has consummated a separate agreement to sell its water and/or wastewater assets and operations (“Facilities”) to Manager or its affiliate (the “Purchase Agreement”);

WHEREAS, pending final approval of the consummated transaction by the Public Utilities Commission of Texas (“PUCT”), the Parties wish to facilitate a smooth and successful transfer of both the Facilities and associated operating authority and ensure continued service to Operator’s customers; and

WHEREAS, at the time of the Closing (as defined in the Purchase Agreement) or on such other date as agreed upon by the Parties, this Temporary Management Agreement shall be executed and the Effective Date shall be specified.

NOW THEREFORE, in consideration of the mutual agreements herein contained, it is agreed by the Parties as follows:

ENGAGEMENT; TERM; TERMINATION

1. **Engagement.** Operator hereby engages Manager to provide services related to operation of the Facilities subject to the terms and conditions of this Agreement. Subject to those terms and conditions, Manager hereby accepts such engagement and agrees (i) to perform all services necessary to operate and maintain the Facilities, and (ii) to use reasonable and diligent efforts and to exercise the highest degree of professional competence in the performance of such services. Nothing in this Agreement shall be construed as prohibiting Manager from engaging such third-party contractors as it sees fit to assisting in performing its duties and responsibilities under this Agreement.

2. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect, until: (a) it is terminated by written agreement of the Parties hereto or (b) the PUCT issues a notice of approval authorizing the transfer of a certificate of convenience and necessity to operate the Facilities, whichever occurs first.

3. **Delay in Performance.** Manager shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond Manager’s reasonable control. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riot, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the permissions, supplies, materials, accesses, or services required to be provided by Manager under this Agreement. Should such circumstances occur, Manager shall, within a reasonable time of being prevented from performing, give written notice to Operator describing the circumstances preventing continued performance of this Agreement.

4. Compensation. As compensation for such Services, Manager shall be entitled to retain all payments collected from customers of the Facilities in accordance with **EXHIBIT A**.

RESPONSIBILITIES - OPERATOR

5. Maintaining Permits. Operator shall be solely responsible for keeping all required permits up to date for the Facilities. Manager will assist Operator, as requested, with fulfilling these obligations.

6. Payment of Fees Required by Government Authorities. Operator shall be solely responsible for paying all annual operating fees, permit renewal fees, construction fees, testing fees, and any and all other fees as required by the governmental authorities for the operation of the Facilities and for making all filings required by such governmental authorities.

7. Maintenance of Records. Operator, with Manager's assistance, shall maintain all records on the operation and maintenance of the Facilities required by applicable law.

RESPONSIBILITIES - MANAGER

8. Basic Services. Manager shall provide to Operator the services set forth on the attached **EXHIBIT A**, which by this reference is incorporated herein. Any services not listed in **EXHIBIT A** shall be considered additional or emergency services and are not part of Manager's responsibilities under this Agreement.

9. Standard of Care. The standard of care of all services performed or furnished by Manager under this Agreement will be the care and skill ordinarily used by operators practicing under similar conditions at the same time and in the same locality.

10. Indemnification. Manager shall defend, indemnify, and hold harmless Operator from and against any and all actions, suits, arbitrations, administrative proceedings, demands and claims for any and all damages, injunctive or any other relief based on any claim or cause of action that may be brought or made against, or incurred by, Operator as a result of liability caused by, arising out of, or contributed to by any negligence, acts, errors, omissions or conduct of Manager, except to the extent the claims or liabilities are determined to have been caused by the negligent or the willful misconduct of Operator.

NOTICES

11. Notices. Any notice, demand, consent, approval, request or other communication, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been delivered (i) on the day personally delivered, (ii) upon receipt if sent by overnight courier, (iii) on the third business day following its mailing by registered or certified mail (return receipt requested), postage prepaid, by deposit in the United States mail, or (iv) on the day received (if received by 5:00 p.m. local time on a business day at the location of the recipient [i.e., any day other than a Saturday or Sunday or Missouri state (depending on the recipient's location) or federal holiday] and if not so

received then on the next business day) if sent by facsimile or electronic transmission with proof of successful transmission.

Operator: RBTQ, Inc.
4601 66th Street, Suite C
Lubbock, Texas 79414
Attn: Charles I. Quisenberry
Phone: (806) 787-2296
Email: quis@quisins.com

Manager: CSWR-Texas Utility Operating Company, LLC
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
Attn: Josiah Cox, President
Phone: (314) 736-4672
Facsimile: (314) 736-4743

Either party may designate a different address or addresses for notices to be given to it by providing appropriate notice to the other party as prescribed herein.

GENERAL PROVISIONS

12. Relationship of Parties. The Manager is and will remain for the term of this Agreement an independent contractor completely responsible for its own acts and for the manner in which, and the form by which, it performs this Agreement, and as such shall set its own hours and means and methods and shall not be subject to the supervision and control of the Operator except as to the results obtained. In no event shall the relationship created by this Agreement constitute a joint venture or partnership between the Operator and the Manager. Neither Party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of, the other or bind the other in any manner whatsoever whether as agent, legal representative or otherwise.

13. Third Party Rights. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Operator and Manager.

14. Waiver. A waiver by either Operator or Manager of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

15. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the

stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

16. Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

17. Successors and Assigns. Operator and Manager each binds itself and its successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

18. Assignment. The Manager may assign any rights or duties under this Agreement to any successor in interest by providing written notice to Operator setting forth the name and contact information for the assignee and the date that the assignment will become effective. Nothing contained in this Section shall prevent Manager from employing subcontractors to assist in the performance of Manager's duties and responsibilities under this Agreement.

19. Controlling Law. The laws of the State of Texas shall govern this Agreement.

20. Executed Counterparts/Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. This Agreement may be executed by a Party's signature transmitted by facsimile or electronic transmission, and copies of this Agreement executed and delivered with facsimile signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The Parties hereto may rely upon facsimile signatures as if such signatures were originals. The Parties hereto agree that a facsimile signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

21. Further Assurances. From time to time, each Party shall execute and deliver such further documents and shall take such other action as the other Party reasonably may request in order to discharge and perform their respective obligations and agreements hereunder.

22. Entire Agreement. This Agreement, and all attachments hereto, is the entire Agreement between Operator and Manager. It supersedes all prior communications, understandings and agreements, whether oral or written. The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement. Amendments to this Agreement must be in writing and signed by both the Operator and the Manager.

23. Payments. It is further mutually agreed between the parties hereto, that no payment made under this Agreement shall be deemed as conclusive evidence of the performance of this Agreement, either in whole or in part, and that no payment shall be construed to be an acceptance of defective work or improper performance or materials.

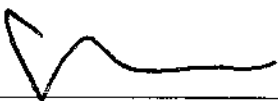
[THE REMAINDER OF IS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Operator and Manager have executed this Agreement, effective on the date first above written.

RBTO, INC.

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

By _____

By  _____

Title: Director

Title: President

IN WITNESS WHEREOF, Operator and Manager have executed this Agreement, effective on the date first above written.

RBTQ, INC.

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

By 

Title: Director

By _____

Title: President

EXHIBIT A

Manager Services – Water

1. Maintain all required certificates, licenses and approvals required by the governing authorities to operate the Facilities;
2. Make weekly or more frequent visits to the treatment facility to monitor the operation of the Facilities in order to assure the Facilities are in compliance with all required standards of the governing authorities and those set forth in this Agreement or any attachments hereto;
3. Create and perform weekly inspections of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
4. Create and perform monthly, quarterly, semiannual, annual duties of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
5. Maintain all facility records included in CMMS;
6. Create and perform all routine scheduled work orders generated through CMMS;
7. Prepare and file the necessary reports to government regulators to maintain regulatory compliance and provide copy of same to Operator;
8. Obtain the sampling requirements for testing by the government regulators and/or the Operator;
9. Contact appropriate laboratories to provide adequate testing and reporting services for Operator;
 - a. Provide all test results to the Operator as early as possible.
 - b. Notify the Operator immediately via email and telephone of any test results that are outside of regulatory or permit limits, represent a potential for a Notice of Violation, could result in a fine from a Regulatory agency, or could cause a negative impact on the public.
 - c. Additionally, provide the Operator immediate notification of any situation or activity that would require a precautionary boil order or other interruption to normal service to customers.
10. Contact and direct appropriate contractors to make repairs to the system as needed for operation;
11. Provide monthly water bac-T results;
 - a. Provide all test results to the Operator as early as possible.
 - b. Notify the Operator immediately via email and telephone of any test results that are outside of regulatory or permit limits, represent a potential for a Notice of Violation, could result in a fine from a Regulatory agency, or could cause a negative impact on the public.
 - c. Additionally, provide the Operator immediate notification of any situation or activity that would require a precautionary boil order or other interruption to normal service to customers.
12. Meter readings;
13. Monitor all of the Facilities' system alarms and remote controls and contact Operator in the event of an alarm;

14. Maintain a 24-hour, 7-days per week maintenance and emergency service phone line for customer utility service disruption events;
15. Respond to all customer calls and notifications within a 2-hour period of receiving call or notification;
16. Provide a 24-hour on-call emergency utility service response for operations including 2-hour emergency service;
17. Perform utility locates.
18. Perform operation and maintenance tasks (tracked via work orders in the CMMS system), for time and material which may include but are not limited to:
 - a. Water main repair and maintenance
 - b. Service and utility construction inspections
 - c. Water main flushing
 - d. Booster station maintenance and repair
 - e. Mowing and trimming of plant and right of way areas
 - f. Fence repair & upkeep
 - g. Customer service issues requiring action on behalf of the utility
 - h. Pavement repairs

Customer Service & Billing

Manager will perform the monthly billing of Operator's customers, per a list of customers provided by Operator, and will also provide routine customer contact services regarding the billings. Manager will include a telephone number on the billing statements for the customers' use in contacting Manager or its designated representative.

Manager will maintain an on-going record of the status of customers' accounts, beginning with its first customer billing, and will apply late fees and issue late-payment notices consistent with Operator's current practice.

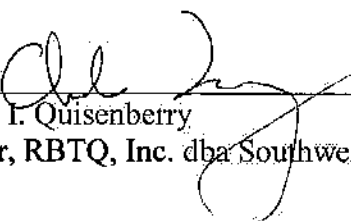
Manager will retain all amounts collected from customers as compensation for services provided under this Agreement.

AFFIDAVIT OF CUSTOMER DEPOSIT REFUND

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

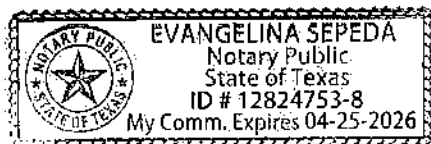
Before me, the undersigned authority, Charles I. Quisenberry, being first duly sworn, deposes and states as follows:


1. My name is Charles I. Quisenberry. 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 Director of RBTQ, Inc. dba Southwest Gardens Water (“Southwest Gardens”) that has recently been sold to CSWR-Texas Utility Operating Company, LLC. I am authorized to make this Affidavit on behalf of Southwest Gardens regarding the return/refund of deposits from Southwest Gardens to its former customers.
3. I hereby certify that all customer deposits held by Southwest Gardens were returned or refunded to customers consistent with the provisions of Southwest Gardens’ tariff and rules adopted by the Public Utility Commission of Texas. Attachment 1 to this affidavit is the list of customers and the amount of the returned or refunded deposit.



Charles I. Quisenberry
Director, RBTQ, Inc. dba Southwest Gardens Water

SWORN TO AND SUBSCRIBED before me on this 17 day of January, 2024.





Notary Public, State of Texas

**Attachment 1 to Exhibit B
is Highly Sensitive and
will be provided pursuant
to the Protective Order**