

BUTLER | SNOW

April 19, 2023

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket
Room on April 19, 2023 at 11:20 a.m.

Hon. Herbert H. Hilliard, Chairman
c/o Ectory Lawless, Docket Room Manager
Tennessee Public Utility Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243
TPUC.DocketRoom@tn.gov

RE: *Application of Limestone Water Utility Operating Company, LLC, for Authority to Sell or Transfer Title to the Assets, Property, and Real Estate of a Public Utility, Shiloh Falls Utilities, Inc., and for a Certificate of Public Convenience and Necessity, TPUC Docket No. 21-00055*

Dear Chairman Hilliard:

Attached for filing please find the *Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity* in the above-captioned matter. Please note that the Exhibits 1, 3 and 5 are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibits 1, 3 and 5 are attached.

As required, the original plus four (4) hard copies will be mailed to your office. Should you have any questions concerning this filing, or require additional information, please do not hesitate to contact me.

Sincerely,

BUTLER SNOW LLP



Katherine Barnes

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Vance L. Broemel, Consumer Advocate Division
Karen H. Stachowski, Consumer Advocate Division

*The Pinnacle at Symphony Place
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Nashville, TN 37201*

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BUTLER SNOW LLP

68722865.v1

**BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION
NASHVILLE, TENNESSEE**

IN RE:)	
)	
APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC, FOR AUTHORITY)	
TO SELL OR TRANSFER TITLE TO)	
THE ASSETS, PROPERTY, AND)	DOCKET NO. 21-00055
REAL ESTATE OF A PUBLIC)	
UTILITY, SHILOH FALLS)	
UTILITIES, INC., AND FOR A)	
CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF
ORDER APPROVING SETTLEMENT AGREEMENT AND TRANSFER OF
SYSTEMS, AND GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY**

On December 2, 2022, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity* (“Order”). In the Order, the Commission approved the *Stipulation and Settlement Agreement* entered into by Limestone Water Utility Operating Company, LLC (“Limestone”), Shiloh Falls Utilities, Inc. (“Shiloh Falls”), and the Consumer Advocate Unit in the Financial Division of the Office of the Attorney General (“Consumer Advocate”).¹ The Order requires Limestone to file certain documents with the Commission, specifically outlined in paragraphs 5, 8, 11, and 13 through 19.² This report is to demonstrate Limestone’s compliance with all but one of the required filings. The remaining submittal, the

¹ *Order Approving Settlement Agreement and Transfer of Systems, and Granting Certificate of Convenience and Necessity*, p. 12, TPUC Docket No. 21-00055 (Dec. 2, 2022).

² *Id.*, p. 5-7. See also *Stipulation and Settlement Agreement*, p. 3-7, TPUC Docket No. 21-00055 (August 23, 2022).

required maps and engineering designs, will be submitted thirty (30) days after completion. Although there is no guaranteed completion timeline, Limestone anticipates completion of the maps by the end of the second quarter of 2023. Each specific filing requirement has been met as follows:

Paragraph 5. A balance sheet showing Shiloh Falls' ending balances of the assets acquired by Limestone as of the closing date, a balance sheet showing Limestone's beginning balances of the assets acquired from Shiloh Falls as of the closing date, and a supporting general ledger **are hereby filed under seal as confidential Exhibit 1 to this report.**

Paragraph 8. A new tariff with Limestone substituting itself in place of Shiloh Falls as the service provider **is hereby filed as Exhibit 2 to this report.**

Paragraph 11. Documents related to the price paid for the land held by the Shackleford Company, including, but not limited to the signed sales agreement and evidence of payment to the Shackleford Company **are hereby filed under seal and marked as confidential Exhibit 3 to this report.**

Paragraph 13. A bond compliant with Commission financial security rules **is hereby filed as Exhibit 4 to this report.**

Paragraph 14. Copies of contracts or pricing agreements between Limestone and any affiliate or contractor that provides any operations, maintenance, or billing services to the Shiloh Falls system or its customers **are hereby filed under seal and marked as confidential Exhibit 5 to the report.**

Paragraph 15. A copy of the recorded deed(s) for land where Shiloh Falls facilities are located and registered easements in Limestone's name for all the land and ownership

rights for any and all access to the acquired water system **is hereby filed as Exhibit 6 to this report.**

Paragraph 16. A copy of the Purchase and Sale Agreement which has been fully executed and acknowledged by the Title Company attaching all exhibits with complete documentation **is hereby filed under seal and marked as confidential Exhibit 3 to this report.**

Paragraph 17. A copy of the final executed Assignment of Rights Agreement **is hereby filed as Exhibit 7 to this report.**

Paragraph 18. A copy of the State Operating Permit “Request for Transfer” for permits, both for water and wastewater, **is hereby filed as Exhibit 8 to this report.**

Paragraph 19. Copies of maps and engineering designs for the wastewater systems **will be filed within thirty (30) days of completion.**

Limestone has, therefore, complied with all the filing requirements listed in the Order, except for the maps and engineering designs of the wastewater facilities, the status of which is provided in this report. Limestone will provide those documents thirty (30) days upon completion.

Respectfully submitted,

BUTLER SNOW LLP



Katherine Barnes
Melvin Malone
The Pinnacle at Symphony Place
150 Third Avenue South, Suite 1600
Nashville, TN 37201
Tel: (615) 651-6700
Katherine.Barnes@butlersnow.com
Melvin.Malone@butlersnow.com

COUNSEL FOR LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC

PUBLIC VERSION

EXHIBIT 1

Balance Sheets and General Ledger

EXHIBIT 2

Tariff

Limestone Water UOC.
1630 Des Peres Road
Suite 140
St. Louis, MO 63131

TRA Tariff No. 1
1st Revised Page 1
Cancels Original Page 1

Issue Date: February 22, 2023
By: Josiah Cox, President

Effective Date: May 20, 2007

TARIFF OF

**LIMESTONE WATER UOC (SHILOH
FALLS)**

CONSISTING OF

SCHEDULE OF RATES, TERMS AND CONDITIONS

FOR

SANITARY SEWER SERVICE

APPLYING TO

SHILOH FALLS UTILITIES SERVICE AREA.
COUNCE, TENNESSEE

NO MODIFICATION OF THESE SCHEDULES SHALL BE
MADE EXCEPT FOR THE PURPOSE OF CANCELING OR
SUPERSEDING PREVIOUSLY ISSUED SCHEDULES

ISSUED: February 22, 2023
By: Josiah Cox, President

Effective: May 20, 2007

CHECK SHEET

The pages of this tariff are effective as of the date shown at the top of the respective pages. Original and revised pages as shown named below comprise all changes from the original tariff and are currently effective as of the date shown on the top of this page.

Title Page	1st Revised
-i-	Original
-ii-	Original
2	1st Revised
3	1st Revised
4	1st Revised
5	1st Revised
6	2nd Revised
7	1st Revised
8	2nd Revised

ISSUED: February 22, 2023
By: Josiah Cox, President

Effective: May 20, 2007

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ISSUED: February 22, 2023
By: Josiah Cox, President

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TITLE PAGE

EXPLANATION OF SYMBOLS

When changes are made in any tariff page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

- | | |
|-----|--|
| (C) | To signify changed regulation |
| (D) | To signify discontinued rate, regulation or text |
| (I) | To signify increase |
| (M) | To signify a move from one page to another with no change to text, regulation or Tariff |
| (N) | To signify new rate, regulation or text |
| (R) | To signify reduction |
| (S) | To signify matter already appearing in another part of the tariff and repeated for clarification |
| (T) | To signify a change in text but no change in rate or regulation |
| (V) | To signify vintaged tariff |

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

RULES AND REGULATIONS

Governing the Sewerage and Sewage Treatment System

of LIMESTONE WATER UOC (SHILOH FALLS).

STATEMENT OF PURPOSE

The general purposes of these rules and regulations are:

1. To establish procedures for furnishing sewerage and sewage treatment services on a uniform basis to customers within the service area boundary of the Shiloh Falls service area.
2. To provide standards and procedures for:
 - a. Acceptable sewage characteristics
 - b. Excessive sewage volume
 - c. Engineering design standards
 - d. Construction and inspection requirements
 - e. Quality of materials

DEFINITION OF TERMS

1. Corporation – shall mean LIMESTONE WATER UOC.
2. Engineer – shall mean the consulting engineer of LIMESTONE WATER UOC.
3. Customer – shall mean any person, firm, corporation, association or government unit furnished sewerage by the Corporation.
4. Property – shall mean all facilities owned and operated by the Corporation.
5. Authority – shall mean the Tennessee Regulatory Authority.

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

6. Sewer Main – shall mean a sewer pipeline that is under pressure, receives sewage from other branches, runs adjacent to roadways and terminates at the sewage treatment plant, or a major lift station.
7. Trunk Sewer – shall mean a sewer that runs parallel to a natural drainage channel and receives sewage from any tributary branches and terminates at the sewage treatment plant or major lift station.
8. Collector Sewer – shall mean those sewer lines running within the service area and conveying the sewage, to the trunk sewer on the main by pressure or gravity.
9. Lateral Sewer – shall mean those sewers extending from the Collector Sewer to the property line of the Customer.
10. Building Sewer – shall mean that sewer piping, gravity, or pressures extending from the Customer's property line to his place of business or residence.

(T)

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AUTHORIZATION OF RULES AND REGULATIONS

Shiloh Falls was a corporation organized and engaged in business as a public utility in the State of Tennessee under a Certificate of Convenience and Necessity issued by the Tennessee Regulatory Authority on or about May 20, 1996 under Docket No. 95-03948, submits the following statement of its rules and regulations.

EFFECT OF RULES AND REGULATIONS

All provisions of these rules and regulations shall be incorporated in each contract with each sewerage Customer of LIMESTONE WATER UOC.

UTILITY ITEMS ON PRIVATE PROPERTY

The Corporation shall not furnish or maintain any items or appurtenances for sewer service on the customer's premises without execution of an agreement for an easement or encroachment. No property of the Corporation shall be located on the premises of the customers except sewer shut-off valves maintained by the Corporation. All grinder pumps and tanks for grinder pumps shall be located on the customer's property and maintained by the customer.

(T)

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

DISCONTINUANCE OF SERVICE

Service under any application may be discontinued for the following reasons:

1. Non-payment of bill as hereinafter set forth.
2. For misrepresentation in the application.
3. For adding to the Property or fixtures without notice to the Corporation.
4. For failure to protect the connections, service lines or fixtures in good order.
5. For molesting any service pipes or any property of the Corporation in any way whatsoever.
6. Vacancy of premises.
7. For violation of any rules of the Corporation.
8. For disconnecting or re-connecting service by any party other than a duly authorized agent and/or approved service provider of the Corporation without the consent of the Corporation.

NON-PAYMENT PENALTIES

All customers located within the service area are provided water by the First Utility District of Hardin County, Tennessee. All customers agree that their water services may be terminated at the request of the Corporation due to the non-payment of sewer charges, said termination of water service being the approved and agreed method to enforce the collection of sewer charges. No service shall be turned on again if discontinued for non-payment (or any valid reason) until all outstanding charges have been paid.

(T)

(T)

CHANGE OF OWNERSHIP, TENANCY, OR SERVICE

A new application and agreement must be made and approved by the Corporation on any change in ownership of property, or in tenancy, or in the service as described in the application. In the event of failure of a new owner or tenant to make such application, the Corporation shall have the right to discontinue service until such new application is made and approved.

ISSUED: February 22, 2023
By: Josiah Cox, President

Effective: May 20, 2007

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RETURN CHECK CHARGES

For any and all returned checks submitted by the customer to the utility, the customer shall be responsible to reimburse the utility for actual bank charges incurred by the utility for the non-payment of said funds plus a \$20.00 return check fee to cover administrative charges of the utility.

(T)

GRINDER PUMPS

All customers must have an approved grinder pump and collection system which meets the specifications as established by the Engineer. The customer shall have the sole responsibility to maintain the grinder pump.

SPECIAL PRETREATMENT SEWAGE REQUIREMENTS

For the sewerage connections, in addition to the customary tap fees, the Corporation reserves the right to require any non-residential user to provide special treatment for any high strength effluent before discharge into its sewerage system. The Corporation may, upon the basis of recognized engineering standards and treatment cost, increase the tap fees or flat rate charges to cover the cost of treatment of high strength effluent or industrial waste with the approval of the Authority, and may impose recognized engineering standards as to the maximum size of solids and constituents in such waste discharge into its sewerage system.

DAMAGES

The Corporation shall in no event be responsible for maintaining any service line owned by the Customer, for damages created by sewage escaping therefrom, or for defects in lines or fixtures on the property of the Customer. The Customer shall at all times comply with all regulations of the Tennessee Regulatory Authority, and the Corporation, relating to the service lines and shall make all changes in his lines required on account of grade or otherwise. All leaks in any pipe or fixture on the premises of the Customer shall be immediately repaired. On failure to repair any such leak, service shall be discontinued until repairs are made.

(T)

IN EVENT OF EMERGENCY

The Corporation shall not be liable to the Customer for interruption in service or for damages or inconvenience as a result of any interruption, stoppage, etc., which was beyond the reasonable control of the Corporation.

LIMESTONE WATER UOC.

TARIFF

TRA Tariff No. I

(T)

2nd Revised Page 6

(T)

Cancels 1st Revised Page 6

(T)

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

EXTENSION PLAN

The Corporation will furnish sewer services to all property owners whose lands abut the trunk or main sewer. The sewer service charges and tap fees included in Appendix I do not include costs for constructing trunk sewers and lift stations. Any collector and/or lateral sewers required to service such abutting properties shall be constructed at the cost of the party desiring it, and these sewers shall become the property of the Corporation to be credited to the account for contribution in aid of construction. If the said desiring party does not wish to construct his own collector and lateral sewers, the Corporation may construct them and charge the developer the total project costs for the same. The desiring party shall obtain at its expense the easements required by the Corporation for any collector and/or lateral sewers. Plans for any extensions shall be reviewed and approved by the Engineer prior to construction.

(T)

CONTRIBUTIONS IN AID OF CONSTRUCTION & ADVANCES IN AID OF CONSTRUCTION

If any contribution and/or advance remitted to the utility in aid of construction is treated as taxable revenues by the IRS whether in the form of property or cash, the contributing party shall absorb and/or pay the utility the actual amount of tax liability incurred due to said contribution or advance. The contribution or advance will be equal to the "original cost" if in the form of property or face value if in the form of cash.

(T)

CONTRACTS FOR SERVICE

Each customer before installation of service shall be required to execute on the appropriate form furnished by the Corporation or its designated representative:

(T)

1. An application and contract for service.

CUSTOMER BILLING FORMS

All customer billings shall be on a standard form whether residential, commercial or industrial.

LIMESTONE WATER UOC.

TARIFF

TRA Tariff No. 1

(T)

1st Revised Page 7

(T)

Cancels Original Page 7

(T)

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

PUBLIC CONTACT

Josiah Cox

(T)

LIMESTONE WATER UOC

1 -855 -723 -2450

(T)

support@limestonewateruoc.com

(T)

(T)

TENNESSEE REGULATORY AUTHORITY

The utility in its operation shall conform with all the applicable rules and regulations promulgated from time to time by the Tennessee Regulatory Authority.

LIMESTONE WATER UOC.

TARIFF

TRA Tariff No. 1

(T)

2nd Revised Page 8

(T)

Cancels 1st Revised Page 8

(T)

ISSUED: February 22, 2023

Effective: May 20, 2007

(T)

By: Josiah Cox, President

(T)

MONTHLY SEWER SERVICE BILLING

Residential, Condominium, House or Apartment:

Charge per 1,000 gallons (actual or assumed flow)	\$ 3.71
Minimum monthly charge	\$ 8.90

Non-Residential:

Charge per 1,000 gallons (actual or assumed flow)	\$ 3.71
Minimum monthly charge	\$ 8.90

SEWER CONNECTION FEES

Residential and Commercial	\$ 850.00
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GENERAL FEES

Returned Check Charges	\$ 20.00
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PUBLIC VERSION

EXHIBIT 3

Purchase and Sale Agreement

EXHIBIT 4

Bond

TENNESSEE PUBLIC UTILITY COMMISSION
PUBLIC UTILITY SERVICE PROVIDER'S SURETY BOND
Limestone Utility Operating Company, LLC

Bond #: RCB0036021

WHEREAS, Limestone Utility Operating Company, LLC ("Principal"), holds a Certificate of Public Convenience and Necessity ("CCN") with amendments to operate public wastewater utilities in each extended territory approved by the Tennessee Public Utility Commission, subject to the laws of the State of Tennessee and rules and regulations of the Tennessee Public Utility Commission ("Commission") relating to the operation of a public wastewater utility; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 201 (e) of the Tennessee Code Annotated, a public utility providing wastewater service is required to post a bond in order to maintain such authority and to ensure the proper operation and maintenance of the public utility, conditioned as prescribed in Tenn. Comp. R. & Regs. Chapter 1220-4-13; and

WHEREAS RLI Insurance Company ("Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 201 of the Tennessee Code Annotated and Tenn. Comp. R. & Regs. Chapter 1220-4-13.

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 201 and Tenn. Comp. R. & Regs. Chapter 1220-4-13 in the full amount of Three Hundred Thousand and 00/100 (\$300,000.00) lawful money of the United States of America to be used to enable the continued operation of the public wastewater utility for the full and prompt payment of any monetary obligation imposed against the Principal, its representatives, successors or assigns, in any contested case proceeding brought under Title 65 of Tennessee Code Annotated or by Tenn. Comp. R. & Regs. Chapter 1220-4-13 on behalf of the TPUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 19th of January, 2022, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Three Hundred Thousand and 00/100 (\$300,000.00). The Surety may cancel this bond by giving sixty (60) days written notice of such cancellation to the Commission and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Limestone Utility Operating Company, LLC
Name of Company authorized by the TPUC

1650 Des Peres Rd., Suite 303, St. Louis, MO 63131
Address of Principal

SIGNATURE OF PRINCIPAL

Name:
Title:

SURETY

RLI Insurance Company
Name of Surety

9025 N. Lindbergh Drive, Peoria, IL 61615
Address of Surety

SIGNATURE OF SURETY AGENT

Name: Trudy Whitrock
Title: Attorney-in-Fact

Address of Surety Agent:
Charles L. Crane Agency
100 N. Broadway, Suite 900
St. Louis, MO 63102

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 201, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AND TENN. COMP. R. & REGS. CHAPTER 1220-4-13. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ Missouri
COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed
the foregoing bond on behalf of Limestone Utility Operating Co, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 20th day of January, 2022.

My Commission Expires:

May 4th, 2024

Daniel Ryan Janowiak
Notary Public



ACKNOWLEDGMENT OF SURETY

STATE OF MISSOURI
COUNTY OF St. Louis

Before me, a Notary Public of the State and County aforesaid, personally appeared Trudy Whitrock with whom I am
personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on
behalf of RLI Insurance Company, the within named Surety, a corporation licensed to do business in the State of Tennessee
and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title
56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the
foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 19th day of January, 2022.

My Commission Expires:

April 9th, 2022

David Christopher James
Notary Public



APPROVAL AND ENDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Public Utility
Commission, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Theresa A. Hunziker, Gregory L. Stanley, Michael T. Reedy, Linda McCarthy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach,
Joel Karsten, Karen Speckhals, Cindy Rohr, Terri Hunziker, Christopher J. O Hagan, Brandi L. Bullock, Don K. Ardolino, Kimberly
Ann Connell, Trudy Whitrock, Michelle Wilson, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of February, 2021.



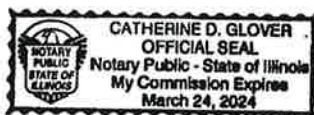
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of February, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 19th day of January, 2022.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

PUBLIC VERSION

EXHIBIT 5

Operation Agreement

EXHIBIT 6

Deed

REGISTER'S USE ONLY:

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$150,000.00.


AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE
UNDERSIGNED THIS 22nd DAY OF February, 2023.


NOTARY PUBLIC
COMMISSION EXPIRES:

**THIS INSTRUMENT
PREPARED BY:**

Foundation Title & Escrow
Commercial Services
277 Mallory Station Rd., Suite 102
Franklin, TN 37067

SEND TAX BILLS TO:

Limestone Water Utility Operating
Company, LLC
1630 Des Peres Road, Suite 140, St.
Louis, MO 63131

NEW OWNER:

Limestone Water Utility Operating
Company, LLC
1630 Des Peres Road, Suite 140, St.
Louis, MO 63131

GENERAL WARRANTY DEED

This indenture is made and entered into this 22nd day of February, 2023 between SHILOH FALLS UTILITIES, INC., a Tennessee corporation, and THE SHACKELFORD COMPANY, a Tennessee general partnership now comprised of Lisa S. Thomas, Robert P. Shackelford III, and Dorcas "Dea" Shackelford (together, hereinafter referred to as "GRANTOR") and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto Grantee, the following described tract or parcel of real property:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

To have and to hold the above-described tract or parcel of real property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described tract or parcel of real property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described tract or parcel of real property is unencumbered, except for all matters, if any, of record in the Register's Office Hardin County, Tennessee.

And, Grantor does warrant, and hereby binds its successors to title, to forever defend the title to the above-described tract or parcel of real property against the lawful claims of all persons whatsoever, unto Grantee, its heirs and assigns.

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:

SHILOH FALLS UTILITIES, INC., a Tennessee corporation

By: 

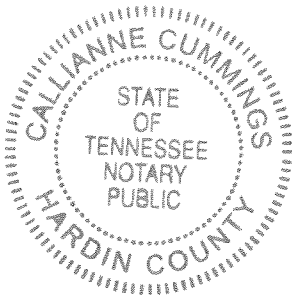
Lisa Thomas, Director & President

STATE OF TENNESSEE)
)
COUNTY OF Hardin)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared LISA THOMAS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the Director & President of SHILOH FALLS UTILITIES, INC., a Tennessee corporation, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or her as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 17th day of February, 2023.

(AFFIX NOTARY SEAL)



Callianne Cummings
NOTARY PUBLIC

COMMISSION EXPIRES: May 17, 2023

In Witness Whereof, Grantor has set its hand(s) the date first above-written.

GRANTOR:

THE SHACKELFORD COMPANY, a Tennessee
general partnership

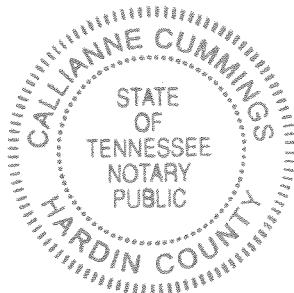
By: [Signature]
Lisa S. Thomas, Authorized Partner

STATE OF TENNESSEE)
)
COUNTY OF Hardin)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared LISA S. THOMAS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged herself to be the Authorized Partner of THE SHACKELFORD COMPANY, a Tennessee general partnership, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the partnership by her as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 17th day of February, 2023.

(AFFIX NOTARY SEAL)



Callianne Cummings
NOTARY PUBLIC

COMMISSION EXPIRES: May 17, 2023

EXHIBIT A

Parcel 1

Being all of Sewer Parcel 1, consisting of 17.71 acres, more or less, as shown on the Subdivision Plat – Wastewater Treatment Site of record in Plat Book 9, Page 401, Register's Office for Hardin County, Tennessee.

Being the same property conveyed to Shiloh Falls Utilities Inc. by Deed dated February 5, 2003, of record in Record Book 366, Page 323, Register's Office for Hardin County, Tennessee. (as to M&P 155.043-04)

AND

Being a part of the same property conveyed to The Shackelford Company by Deed dated August 31, 1995, of record in Record Book 168, Page 662, and by Deed of Correction dated January 3, 1997, of record in Record Book 185, Page 286, Register's Office for Hardin County, Tennessee. (as to M&P 162-039.02)

Being a part of the same property conveyed to The Shackelford Company by Deed dated May 17, 1999, of record in Record Book 211, Page 293, Register's Office for Hardin County, Tennessee. (as to M&P 162-039.02)

Parcel 2


Being all of Sewer Parcel 2, consisting of 3.77 acres, more or less, as shown on the Subdivision Plat – Wastewater Treatment Site of record in Plat Book 9, Page 401, Register's Office for Hardin County, Tennessee.

Being a part of the same property conveyed to The Shackelford Company by Deed dated August 31, 1995, of record in Record Book 168, Page 663, and by Deed of Correction dated January 3, 1996, of record in Record Book 185, Page 286, Register's Office for Hardin County, Tennessee. *The Shackelford Company, a Tennessee general partnership, was originally comprised of R.P. Shackelford, Jr. and Don H. Shackelford, as its sole partners. Don H. Shackelford passed away on or around December 31, 2000, and his Estate was probated in Hardeman Count Chancery County, Case No. 2001-CV-6509. Pursuant to the terms of his Last Will and Testament, Don Shackelford devised all property to his wife, Dorcas P. Shackelford a/k/a Dea Shackelford. Thereafter, R.P. Shackelford Jr., passed away on or around November 23, 2009, and his Estate was probated in Hardin County Chancery Court, Case No. P-7-434. Pursuant to the terms of his Last Will and Testament, R.P. Shackelford Jr. devised all of his right, title and interest to his children, Lisa S. Thomas and Robert P. Shackelford, III."* (M&P 155OC-045.00, M&P 155OC-046.00, M&P 155OC-047.00, M&P 155OC-048.00, M&P 155OC-049.00, M&P 155OC-050.00)

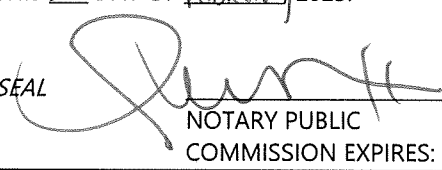
EXHIBIT 7

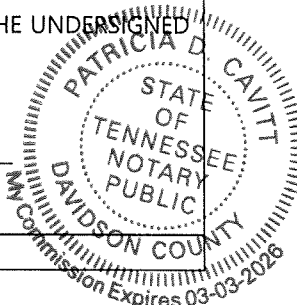
Assignment of Rights Agreement

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$0.


AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED
THIS 22 DAY OF FEBRUARY 2023.


SEAL
NOTARY PUBLIC
COMMISSION EXPIRES:



**PREPARED BY FOUNDATION TITLE & ESCROW, COMMERCIAL SERVICES 227
MALLORY STATION RD., STE. 102, FRANKLIN, TN 37067**

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 22nd day of February, 2023 by SHILOH FALLS UTILITIES, INC., a Tennessee corporation, and THE SHACKELFORD COMPANY, a Tennessee general partnership now comprised of Lisa S. Thomas, Robert P. Shackelford III, and Dorcas "Dea" Shackelford (together, "Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee 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 Hardin County, Tennessee and described in a General 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 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 October 31, 2018, as amended and 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 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 service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Hardin County, Tennessee (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 sewer 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 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 sewer system, appurtenances and other assets pertaining to the provision of the sewer 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;
 - 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 Hardin County, Tennessee, 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 of 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 Hardin County, Tennessee, 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 CONTAINED THEREIN:
 - 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 recorded in Book 154, Page 146 of the land records of Hardin County, Tennessee on March 23, 1993;
 - d. Temporary Easement recorded in Book 154, Page 153 of the land records of Hardin County, Tennessee on March 23, 1993; and
 - e. Sewer Line Easement recorded in Book 163, Page 531 of the land records of Hardin County, Tennessee on November 16, 1994.
 - 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 twenty (20) 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 Tennessee.

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:

SHILOH FALLS UTILITIES, INC., a
Tennessee corporation

BY: [Signature]
Lisa S. Thomas, Director & President

STATE OF TENNESSEE)
)
COUNTY OF Hardin)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared LISA S. THOMAS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the Director & President of SHILOH FALLS UTILITIES, INC., a Tennessee corporation, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him or her as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 20th day of February, 2023.

(AFFIX NOTARY SEAL)

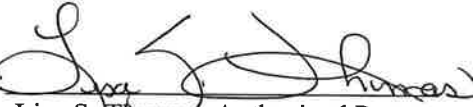


Callianne Cummings
NOTARY PUBLIC

COMMISSION EXPIRES: 5/17/2023

ASSIGNOR:

THE SHACKELFORD COMPANY, a
Tennessee general partnership

BY: 
Lisa S. Thomas, Authorized Partner

STATE OF TENNESSEE)
)
COUNTY OF Hardin)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared LISA S. THOMAS, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged herself to be the Authorized Partner of THE SHACKELFORD COMPANY, a Tennessee general partnership, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the partnership by her as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 20th day of February, 2023.

(AFFIX NOTARY SEAL)




NOTARY PUBLIC

COMMISSION EXPIRES: 5/17/2023

ASSIGNEE:

LIMESTONE WATER UTILITY OPERATING
COMPANY, LLC, a Tennessee limited liability
company

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

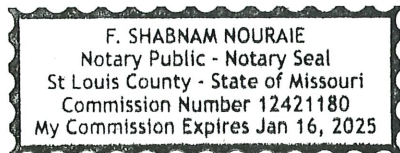
By: _____
Josiah M. Cox, President

STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

21st The foregoing General Assignment was acknowledged, signed and sworn to before me on this
day of February, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER
RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY
OPERATING COMPANY, LLC, a Tennessee limited liability company, who stated that he was authorized
to execute this document.

NOTARY PUBLIC

(AFFIX NOTARY SEAL)



My Commission Expires: 1/16/2025

EXHIBIT A

Shiloh Falls Service Area Description

A wastewater service area located in the 6th Civil District in the City of Counce, Harden County, Tennessee, being more particularly described as follows:

Beginning at the Southwest corner of a parcel of land owned by The Shackelford Company (Tennessee Property Viewer Map 162, Parcel 39.02) and as described in deed book 185, page 286 recorded in the office of Hardin County Register of Deeds, said point also being the Northwest corner of a parcel of land owned by Pickwick Apartments LLC. (Tennessee Property Viewer Map 162B, Group E, Parcel 1) and as described in deed book 162, page 39 recorded in the office of Hardin County Register of Deeds;

thence North 36°16'41" East a distance of 43.15 feet to a point; thence North 35°31'57" East a distance of 48.79 feet to a point; thence North 34°49'52" East a distance of 38.55 feet to a point; thence North 34°31'04" East a distance of 55.77 feet to a point; thence North 33°56'13" East a distance of 52.03 feet to a point; thence North 32°56'07" East a distance of 43.11 feet to a point; thence North 32°01'28" East a distance of 42.12 feet to a point; thence North 31°01'13" East a distance of 53.02 feet to a point; thence North 29°44'51" East a distance of 63.43 feet to a point; thence North 28°36'31" East a distance of 42.62 feet to a point; thence North 74°34'37" West a distance of 102.62 feet to a point; thence North 86°55'14" West a distance of 144.28 feet to a point; thence North 10°28'26" East a distance of 135.98 feet to a point; thence North 10°27'11" East a distance of 199.28 feet to a point; thence North 77°25'27" West a distance of 58.38 feet to a point; thence North 01°29'10" West a distance of 157.80 feet to a point; thence North 87°39'17" West a distance of 44.04 feet to a point; thence North 86°05'15" West a distance of 13.62 feet to a point; thence North 77°52'20" East a distance of 14.16 feet to a point; thence North 76°39'37" East a distance of 11.35 feet to a point; thence North 75°09'54" East a distance of 18.38 feet to a point; thence North 73°41'31" East a distance of 17.35 feet to a point; thence North 71°51'24" East a distance of 17.78 feet to a point; thence North 70°01'53" East a distance of 23.57 feet to a point; thence North 68°20'52" East a distance of 11.74 feet to a point; thence North 67°07'09" East a distance of 17.35 feet to a point; thence North 65°37'34" East a distance of 12.25 feet to a point; thence North 64°32'52" East a distance of 11.23 feet to a point; thence North 63°05'52" East a distance of 17.35 feet to a point; thence North 61°49'14" East a distance of 12.25 feet to a point; thence North 60°30'53" East a distance of 17.77 feet to a point; thence South 73°31'07" East a distance of 252.28 feet to a point; thence South 76°40'31" East a distance of 100.56 feet to a point; thence North 19°06'34" East a distance of 44.06 feet to a point; thence North 18°08'59" East a distance of 66.52 feet to a point; thence North 17°26'37" East a distance of 9.45 feet to a point; thence North 17°15'26" East a distance of 20.79 feet to a point; thence North 16°54'42" East a distance of 22.68 feet to a point; thence North 16°43'17" East a distance of 11.34 feet to a point; thence North 16°22'45" East a distance of 18.90 feet to a point; thence North 16°02'19" East a distance of 11.34 feet to a point; thence North 15°49'13" East a distance of 30.24 feet to a point; thence North 15°11'17" East a distance of 41.58 feet to a point; thence North 14°22'45" East a distance of 54.01 feet to a point; thence North 76°01'47" West a distance of 99.98 feet to a point; thence North 87°44'37" West a distance of 3.77 feet to a point; thence South 89°54'14" West a distance of 8.62 feet to a point; thence South 86°42'51" West a distance of 8.62 feet to a point; thence South 83°46'44" West a distance of 6.47 feet to a point; thence South 81°06'56" West a distance of 8.62 feet to a point; thence South 77°36'24" West a distance of 10.77 feet to a point; thence South 72°25'19" West a distance of 16.70 feet to a point; thence South 69°15'00" West a distance of 15.11 feet to a point; thence South 75°22'25" West a distance of 23.98 feet to a point; thence South 82°22'41" West a distance of 18.59 feet to a point; thence South 88°39'21" West a distance of 18.30 feet to a point; thence North 85°42'33" West a distance of 16.38 feet to a point; thence North 82°13'30" West a distance of 16.41 feet to a point; thence North 79°26'23" West a distance of 16.41 feet to a point; thence North 76°32'53" West a distance of 19.92 feet to a point; thence North 73°44'37" West a distance of 15.38 feet to a point; thence North 03°43'56" East a distance of 168.29 feet to a point; thence South 89°31'19" East a distance of 38.08 feet to a point; thence South 89°13'29" East a distance of 205.13 feet to a point; thence South 85°28'51" East a distance of 100.67 feet to a point; thence North 10°15'41" East a distance of 90.72 feet to a point;

thence North 08°40'33" East a distance of 102.06 feet to a point; thence North 06°54'06" East a distance of 113.40 feet to a point; thence North 05°04'28" East a distance of 105.84 feet to a point; thence North 03°36'33" East a distance of 69.93 feet to a point; thence North 02°26'24" East a distance of 73.71 feet to a point; thence North 00°35'52" East a distance of 147.42 feet to a point; thence North 01°37'33" West a distance of 120.96 feet to a point; thence North 03°24'31" West a distance of 93.14 feet to a point; thence North 04°45'36" West a distance of 71.29 feet to a point; thence North 05°51'28" West a distance of 62.37 feet to a point; thence North 07°27'33" West a distance of 71.82 feet to a point; thence North 07°58'44" West a distance of 92.61 feet to a point; thence North 10°25'28" West a distance of 158.76 feet to a point; thence North 12°39'23" West a distance of 111.51 feet to a point; thence North 15°22'05" West a distance of 214.97 feet to a point; thence North 17°29'46" West a distance of 20.80 feet to a point; thence North 18°03'35" West a distance of 72.81 feet to a point; thence North 19°06'49" West a distance of 52.01 feet to a point; thence North 20°04'47" West a distance of 62.41 feet to a point; thence North 21°12'36" West a distance of 72.81 feet to a point; thence North 22°12'30" West a distance of 51.03 feet to a point; thence South 88°24'46" East a distance of 356.04 feet to a point; thence North 01°51'45" East a distance of 20.00 feet to a point; thence North 01°51'43" East a distance of 325.50 feet to a point; thence North 01°51'45" East a distance of 49.36 feet to a point; thence North 79°48'58" West a distance of 131.07 feet to a point; thence North 00°36'49" East a distance of 186.28 feet to a point; thence North 00°36'50" East a distance of 1143.21 feet to a point; thence North 83°14'30" East a distance of 21.16 feet to a point; thence North 85°11'09" East a distance of 27.68 feet to a point; thence North 88°12'52" East a distance of 27.19 feet to a point; thence South 89°01'58" East a distance of 23.23 feet to a point; thence South 85°56'45" East a distance of 23.72 feet to a point; thence South 83°29'33" East a distance of 28.16 feet to a point; thence South 81°57'37" East a distance of 14.33 feet to a point; thence South 80°22'35" East a distance of 72.66 feet to a point; thence South 81°41'17" East a distance of 25.19 feet to a point; thence South 84°01'18" East a distance of 20.75 feet to a point; thence South 86°11'30" East a distance of 21.74 feet to a point; thence South 88°12'34" East a distance of 18.28 feet to a point; thence South 89°56'19" East a distance of 14.82 feet to a point; thence North 88°17'39" East a distance of 16.62 feet to a point; thence North 83°28'34" East a distance of 16.75 feet to a point; thence North 76°52'00" East a distance of 16.75 feet to a point; thence North 69°46'36" East a distance of 19.54 feet to a point; thence North 62°32'21" East a distance of 16.75 feet to a point; thence North 55°55'28" East a distance of 16.75 feet to a point; thence North 54°06'27" East a distance of 20.90 feet to a point; thence North 56°05'29" East a distance of 20.90 feet to a point; thence North 58°24'56" East a distance of 17.92 feet to a point; thence North 60°43'36" East a distance of 17.92 feet to a point; thence North 62°35'14" East a distance of 17.92 feet to a point; thence North 64°53'58" East a distance of 17.92 feet to a point; thence North 67°55'00" East a distance of 17.92 feet to a point; thence North 67°55'00" East a distance of 17.92 feet to a point; thence North 70°55'42" East a distance of 17.92 feet to a point; thence North 73°25'11" East a distance of 22.90 feet to a point; thence North 74°45'24" East a distance of 45.11 feet to a point; thence South 23°21'21" East a distance of 53.30 feet to a point; thence South 31°21'55" East a distance of 45.99 feet to a point; thence South 32°33'19" West a distance of 63.04 feet to a point; thence South 23°42'26" East a distance of 51.98 feet to a point; thence South 13°42'15" East a distance of 88.28 feet to a point; thence South 35°46'33" East a distance of 78.65 feet to a point; thence South 09°51'35" East a distance of 31.74 feet to a point; thence South 09°51'39" East a distance of 76.80 feet to a point; thence South 09°51'38" East a distance of 286.55 feet to a point; thence South 22°30'17" East a distance of 275.03 feet to a point; thence South 00°43'02" West a distance of 38.06 feet to a point; thence South 03°32'52" West a distance of 294.06 feet to a point; thence South 03°00'59" West a distance of 623.15 feet to a point; thence South 86°12'29" East a distance of 608.30 feet to a point; thence South 86°12'26" East a distance of 436.88 feet to a point; thence South 86°12'28" East a distance of 503.45 feet to a point; thence North 03°41'24" East a distance of 167.28 feet to a point; thence South 86°27'14" East a distance of 227.78 feet to a point; thence North 53°24'17" West a distance of 11.76 feet to a point; thence South 87°45'40" East a distance of 1493.59 feet to a point; thence North 00°31'30" West a distance of 7.61 feet to a point; thence South 87°04'56" East a distance of 361.74 feet to a point; thence South 87°04'55" East a distance of 113.22 feet to a point; thence South 87°04'57" East a distance of 131.75 feet to a point; thence South 85°33'30" East a distance of 82.87 feet to a point; thence South 87°45'14" East a distance of

188.05 feet to a point; thence South 03°14'04" West a distance of 714.24 feet to a point; thence South 86°40'16" East a distance of 433.21 feet to a point; thence South 86°40'15" East a distance of 394.17 feet to a point; thence South 87°08'12" East a distance of 776.58 feet to a point; thence South 04°06'38" West a distance of 221.40 feet to a point; thence South 17°40'09" West a distance of 82.73 feet to a point; thence South 04°03'57" West a distance of 204.16 feet to a point; thence South 09°10'32" West a distance of 224.73 feet to a point; thence South 03°31'56" West a distance of 67.91 feet to a point; thence South 15°42'19" West a distance of 122.00 feet to a point; thence North 73°41'06" West a distance of 76.66 feet to a point; thence South 65°18'10" West a distance of 50.28 feet to a point; thence South 39°50'57" West a distance of 66.24 feet to a point; thence South 73°19'14" West a distance of 41.99 feet to a point; thence South 78°02'29" West a distance of 53.04 feet to a point; thence South 73°20'25" West a distance of 53.82 feet to a point; thence South 81°35'12" West a distance of 135.42 feet to a point; thence South 75°31'35" West a distance of 36.25 feet to a point; thence South 89°37'03" West a distance of 46.44 feet to a point; thence South 82°07'10" West a distance of 47.58 feet to a point; thence South 66°39'46" West a distance of 35.00 feet to a point; thence South 57°32'39" West a distance of 54.82 feet to a point; thence South 83°21'57" West a distance of 52.04 feet to a point; thence North 83°57'16" West a distance of 96.80 feet to a point; thence North 83°57'16" West a distance of 46.76 feet to a point; thence North 89°44'27" West a distance of 88.00 feet to a point; thence South 26°46'01" West a distance of 44.50 feet to a point; thence South 56°27'00" East a distance of 132.06 feet to a point; thence South 65°03'36" East a distance of 102.06 feet to a point; thence South 83°54'45" East a distance of 72.65 feet to a point; thence South 83°54'48" East a distance of 116.00 feet to a point; thence South 83°54'34" East a distance of 45.37 feet to a point; thence South 72°16'10" East a distance of 102.03 feet to a point; thence South 88°04'30" East a distance of 119.01 feet to a point; thence North 53°06'48" East a distance of 74.20 feet to a point; thence South 82°15'25" East a distance of 95.21 feet to a point; thence South 82°15'25" East a distance of 95.21 feet to a point; thence South 51°14'27" East a distance of 136.52 feet to a point; thence South 38°45'33" West a distance of 165.47 feet to a point; thence South 06°12'07" West a distance of 49.56 feet to a point; thence South 29°02'29" East a distance of 202.81 feet to a point; thence South 00°14'29" West a distance of 221.00 feet to a point; thence South 09°15'09" West a distance of 54.91 feet to a point; thence South 22°16'25" West a distance of 90.70 feet to a point; thence South 03°59'14" East a distance of 86.20 feet to a point; thence South 08°18'22" West a distance of 88.24 feet to a point; thence South 16°38'25" West a distance of 93.60 feet to a point; thence South 22°16'10" West a distance of 60.53 feet to a point; thence South 59°31'11" West a distance of 75.99 feet to a point; thence South 53°56'57" West a distance of 85.45 feet to a point; thence South 09°44'47" West a distance of 228.36 feet to a point; thence South 31°23'06" West a distance of 116.87 feet to a point; thence South 39°10'01" West a distance of 111.52 feet to a point; thence South 83°14'52" West a distance of 54.04 feet to a point; thence North 37°17'55" West a distance of 131.37 feet to a point; thence North 42°02'58" West a distance of 71.10 feet to a point; thence North 73°46'36" West a distance of 39.66 feet to a point; thence South 14°31'20" East a distance of 235.04 feet to a point; thence South 04°54'59" East a distance of 171.04 feet to a point; thence South 24°08'28" West a distance of 137.57 feet to a point; thence South 61°00'16" West a distance of 116.57 feet to a point; thence South 75°28'03" West a distance of 107.05 feet to a point; thence North 79°02'02" West a distance of 42.78 feet to a point; thence North 34°58'00" West a distance of 55.41 feet to a point; thence North 25°46'27" West a distance of 69.89 feet to a point; thence North 48°56'19" West a distance of 58.27 feet to a point; thence South 43°56'37" West a distance of 26.54 feet to a point; thence South 21°50'52" West a distance of 92.16 feet to a point; thence South 46°22'18" West a distance of 39.17 feet to a point; thence North 76°11'04" West a distance of 63.03 feet to a point; thence North 83°22'17" West a distance of 173.56 feet to a point; thence North 70°13'13" West a distance of 55.16 feet to a point; thence North 84°55'04" West a distance of 40.40 feet to a point; thence North 59°47'46" West a distance of 84.07 feet to a point; thence North 69°44'52" West a distance of 230.35 feet to a point; thence South 35°54'07" West a distance of 247.79 feet to a point; thence South 37°06'44" West a distance of 315.00 feet to a point; thence North 55°47'38" West a distance of 213.21 feet to a point; thence North 55°47'31" West a distance of 95.00 feet to a point; thence North 55°47'38" West a distance of 166.80 feet to a point; thence North 55°47'35" West a distance of 136.44 feet to a point; thence South 87°25'08" West a distance of 56.50 feet to a point; thence South 64°04'03" West a distance of 46.86

feet to a point; thence South 64°03'59" West a distance of 195.90 feet to a point; thence South 64°04'00" West a distance of 469.09 feet to a point; thence South 64°03'54" West a distance of 57.34 feet to a point; thence South 64°04'00" West a distance of 265.62 feet to a point; thence South 64°03'59" West a distance of 231.00 feet to a point; thence South 64°03'59" West a distance of 197.00 feet to a point; thence South 38°43'26" East a distance of 284.98 feet to a point; thence South 26°27'14" East a distance of 45.17 feet to a point; thence South 38°42'01" East a distance of 175.87 feet to a point; thence South 39°32'56" East a distance of 330.00 feet to a point; thence South 39°32'58" East a distance of 165.00 feet to a point; thence South 39°32'56" East a distance of 152.80 feet to a point; thence South 03°55'49" West a distance of 76.08 feet to a point; thence South 28°00'32" East a distance of 144.38 feet to a point; thence North 17°46'05" East a distance of 107.93 feet to a point; thence South 60°40'10" East a distance of 21.17 feet to a point; thence South 60°34'22" East a distance of 107.03 feet to a point; thence South 60°35'19" East a distance of 99.54 feet to a point; thence South 60°35'23" East a distance of 79.78 feet to a point; thence South 62°17'58" East a distance of 111.58 feet to a point; thence North 71°36'45" East a distance of 113.91 feet to a point; thence North 71°36'48" East a distance of 119.80 feet to a point; thence North 65°16'36" East a distance of 107.33 feet to a point; thence North 82°32'00" East a distance of 79.80 feet to a point; thence North 71°16'34" East a distance of 191.25 feet to a point; thence North 71°16'32" East a distance of 238.30 feet to a point; thence North 60°20'52" East a distance of 109.38 feet to a point; thence South 42°46'16" East a distance of 301.26 feet to a point; thence South 07°14'47" West a distance of 51.60 feet to a point; thence South 36°59'11" East a distance of 96.42 feet to a point; thence North 84°09'14" East a distance of 149.84 feet to a point; thence South 52°30'47" West a distance of 75.27 feet to a point; thence South 52°30'47" West a distance of 52.99 feet to a point; thence South 36°59'08" East a distance of 75.72 feet to a point; thence South 36°59'09" East a distance of 455.06 feet to a point; thence North 88°30'36" West a distance of 106.81 feet to a point; thence South 00°00'00" West a distance of 119.87 feet to a point; thence North 88°33'48" West a distance of 300.09 feet to a point; thence North 88°33'49" West a distance of 88.89 feet to a point; thence South 55°46'30" West a distance of 13.47 feet to a point; thence South 41°09'51" West a distance of 60.77 feet to a point; thence South 01°22'17" West a distance of 83.49 feet to a point; thence South 01°36'14" West a distance of 247.02 feet to a point; thence South 01°36'15" West a distance of 137.54 feet to a point; thence North 85°54'55" West a distance of 115.17 feet to a point; thence South 04°23'45" East a distance of 96.29 feet to a point; thence South 10°07'56" West a distance of 367.82 feet to a point; thence North 81°05'29" West a distance of 102.57 feet to a point; thence North 61°45'26" West a distance of 139.06 feet to a point; thence North 50°16'47" West a distance of 179.91 feet to a point; thence North 40°56'55" West a distance of 85.85 feet to a point; thence North 61°39'43" West a distance of 93.96 feet to a point; thence North 47°55'57" West a distance of 146.67 feet to a point; thence North 25°17'07" West a distance of 116.05 feet to a point; thence North 85°54'53" West a distance of 204.94 feet to a point; thence North 64°53'19" West a distance of 55.80 feet to a point; thence North 06°29'56" East a distance of 103.00 feet to a point; thence North 06°30'00" East a distance of 100.00 feet to a point; thence North 16°51'41" East a distance of 50.02 feet to a point; thence North 16°53'18" East a distance of 288.55 feet to a point; thence North 14°28'49" East a distance of 8.45 feet to a point; thence North 09°21'20" East a distance of 9.39 feet to a point; thence North 03°25'26" East a distance of 10.79 feet to a point; 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54°07'23" West a distance of 0.78 feet to a point; thence South 51°08'35" West a distance of 138.55 feet to a point; thence North 50°04'23" West a distance of 50.97 feet to a point; thence North 47°43'16" West a distance of 295.29 feet to a point; thence North 26°49'57" West a distance of 145.56 feet to a point; thence North 38°24'54" West a distance of 142.94 feet to a point; thence North 38°24'59" West a distance of 101.02 feet to a point; thence North 39°34'08" West a distance of 143.28 feet to a point; thence North 25°53'19" East a distance of 22.91 feet to a point; thence North 11°03'44" East a distance of 43.21 feet to a point; thence North 04°05'35" West a distance of 64.59 feet to a point; thence North 14°00'44" West a distance of 71.07 feet to a point; thence North 17°57'52" West a distance of 42.90 feet to a point; thence North 17°57'53" West a distance of 141.69 feet to a point; thence North 49°34'46" West a distance of 95.38 feet to a point; thence North 42°16'09" West a distance of 176.96 feet to a point; thence North 45°57'59" West a distance of 214.05 feet to a point; thence North 42°12'53" West a distance of 197.64 feet to a point; thence North 39°28'00" West a distance of 93.77 feet to a point; thence North 41°53'31" West a distance of 113.60 feet to a point; thence South 35°24'00" West a distance of 160.26 feet to a point; thence South 00°34'49" East a distance of 273.00 feet to a point; thence South 37°06'18" West a distance of 49.35 feet to a point; thence South 33°51'30" West a distance of 75.60 feet to a point; thence South 33°51'30" West a distance of 120.51 feet to a point; thence South 33°51'30" West a distance of 161.12 feet to a point; thence South 00°00'23" East a distance of 231.76 feet to a point; thence South 02°44'24" East a distance of 50.00 feet to a point; thence South 87°15'36" West a distance of 129.89 feet to a point; thence South 48°41'27" West a distance of 106.33 feet to a point; thence South 48°32'53" West a distance of 104.00 feet to a point; thence South 48°32'51" West a distance of 103.31 feet to a point; thence South 48°32'46" West a distance of 22.40 feet to a point; thence South 48°32'57" West a distance of 80.60 feet to a point; thence South 49°01'19" West a distance of 81.66 feet to a point; thence South 47°43'32" West a distance of 47.00 feet to a point; thence South 63°46'39" West a distance of 433.69 feet to a point; thence North 43°46'30" West a distance of 323.01 feet to a point; thence North 70°05'39" West a distance of 186.36 feet to a point; thence North 34°48'30" West a distance of 500.30 feet to a point; thence North 64°29'23" West a distance of 276.39 feet to a point; thence South 68°36'39" West a distance of 91.58 feet to a point; thence North 51°00'10" West a distance of 205.90 feet to a point; thence North 11°01'05" West a distance of 223.52 feet to a point; thence South 83°26'00" West a distance of 162.80 feet to a point; thence North 24°10'48" West a distance of 156.59 feet to a point; thence North 80°03'53" West a distance of 291.79 feet to a point; thence North 00°40'34" East a distance of 569.33 feet to a point; thence North 48°45'01" East a distance of 383.63 feet to a point; thence North 44°02'44" West a distance of 323.98 feet to a point; thence North 42°43'20" East a distance of 50.15 feet to a point; thence North 42°05'13" East a distance of 28.86 feet to a point; thence North 41°27'57" East a distance of 43.29 feet to a point; thence North 41°09'23" East a distance of 14.43 feet to a point; thence North 40°41'25" East a distance of 28.77 feet to a point; thence North 40°03'19" East a distance of 49.84 feet to a point; thence North 39°14'39" East a distance of 50.75 feet to a point; thence North 38°28'11" East a distance of 43.29 feet to a point; thence North 37°51'52" East a distance of 33.83 feet to a point; thence North 37°19'04" East a distance of 33.83 feet to a point; thence North 36°51'20" East a distance of 26.02 feet to the point of beginning.

Said service area contains an area of 796.87 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said service area.

EXHIBIT 8

State Operating Permit “Request for Transfer”



March 3, 2023

Wade D. Murphy, Land-Based Systems Unit Manager
wade.murphy@tn.gov, water.permits@tn.gov
Tennessee Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass Tennessee Tower, 11th Floor
312 Rosa L. Parks Ave. Nashville, TN 37243

Re: Shiloh Falls, SOP-94011, Notice of Transaction and Change of Ownership.

Dear Mr. Franklin:

I am writing to inform you that Limestone Water Utility Operating Company, LLC is now the owner of Shiloh Falls. The Tennessee State Operating Permit number of this system is SOP-94011.

The change of ownership is effective on February 22, 2023. The prior owner was Shiloh Falls Utilities, INC. On the following page are signatures from the new owner and previous owners verifying the change of ownership. The following information is updated contact information reflecting the new ownership to update TDEC records regarding Shiloh Falls:

Owner Name	Limestone Water Utility Operating Company, LLC
Owner Physical Address	1630 Des Peres Rd, Suite 140, Des Peres, MO 63131
Owner Mailing Address	1630 Des Peres Rd, Suite 140, Des Peres, MO 63131
Owner Phone Number	(314) 736-4672
Administrative Contact (AC)	Brad Thibault (314) 380-8507
Emergency Contact (ECS)	Todd Thomas 1-855-723-2450
Financial Contact (FC)	Cheryl Waites (314) 736-4672

As of October 10, 2022, Limestone Water Utility Operating Company, LLC received approval from the Tennessee Public Utilities Commission to acquire the assets and serve the customers associated with the Shiloh Falls Subdivision, previously owned by Shiloh Falls Utilities, Inc. On February 22, 2023, Limestone Water UOC finalized the transfer of the assets and rights to serve the customers & assume ownership/operations of the facility.

Sincerely,

A blue ink handwritten signature, appearing to read "Josiah M. Cox", is written over a light blue horizontal line.

Josiah M. Cox, President
Limestone Water Utility Operating Company, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via U.S. Mail or electronic mail upon:

Vance L. Broemel, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Vance.Broemel@ag.tn.gov

Karen H. Stachowski, Esq.
Senior Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Karen.Stachowski@ag.tn.gov

This the 19th day of April 2023.



Katherine Barnes