

BUTLER | SNOW

June 12, 2023

VIA ELECTRONIC FILING

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

Electronically Filed in TPUC Docket
Room on June 12, 2023 at 4:49 p.m..

RE: *Application of Limestone Water Utility Operating Company, LLC for Authority to Purchase Title to the Assets, Property, and Real Estate of a Water System, Candlewood Lakes, and for a Certificate of Public Convenience and Necessity, TPUC Docket No. 21-00059*

Dear Chairman Hilliard:

Attached for filing please find Limestone Water Utility Operating Company, LLC's *Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA's Water Availability Fee* in the above-captioned matter. Please note that Exhibit 1, Exhibit 2 and Exhibit 4 are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of Exhibit 1, Exhibit 2 and Exhibit 4 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

Karen H. Stachowski, Consumer Advocate Division
James P. Urban, Consumer Advocate Division

*The Pinnacle at Symphony Place
150 3rd Avenue South, Suite 1600
Nashville, TN 37201*

KATHERINE B. BARNES
615.651.6797
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BUTLER SNOW LLP

80250322.v1

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

IN RE:

**APPLICATION OF LIMESTONE
WATER UTILITY OPERATING
COMPANY, LLC, FOR AUTHORITY
TO PURCHASE TITLE TO THE
ASSETS, PROPERTY, AND REAL
ESTATE OF CANDLEWOOD LAKES,
AND FOR A CERTIFICATE OF
PUBLIC CONVENIENCE AND
NECESSITY**

DOCKET NO. 21-00059

**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF
ORDER APPROVING SETTLEMENT AGREEMENT AND TRANSFER OF
SYSTEMS, GRANTING CERTIFICATE OF CONVENIENCE AND NECESSITY,
AND DISALLOWING CONTINUATION OF CANDLEWOOD LAKES POA'S
WATER AVAILABILITY FEE**

On January 5, 2023, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA’s Water Availability Fee (“Order”).¹ In the Stipulation and Settlement Agreement (“Settlement Agreement”) entered into by Limestone Water Utility Operating Company, LLC (“Limestone”), the Consumer Advocate Division of the Attorney General’s Office, Candlewood Lakes Property Owners Association, Inc., and Candlewood Lakes POA Water Works, Inc. (collectively,

¹ *Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA’s Water Availability Fee*, p. 16, TPUC Docket No. 21-00059 (Jan. 5, 2023). See also *Order Approving Petition for Reconsideration of Commission Order Approving Settlement Agreement and Transfer of Systems, Granting Certificate of Convenience and Necessity, and Disallowing Continuation of Candlewood Lakes POA’s Water Availability Fee*, TPUC Docket No. 21-00059 (May 1, 2023) (reconsidering the provision of the January 5, 2023 Order disallowing the continuation of the water availability fee and approving the transfer in light of new evidence that the fee is unrelated to utility service).

“Candlewood Lakes”), Limestone agreed to file a report demonstrating compliance with certain requirements.² Specifically, the filing requirements are outlined in paragraphs 8, 10, and 13 through 19 of the Settlement Agreement. With this report, Limestone is filing all the required documents, with the exception of the required maps and engineering designs, which will be submitted within thirty (30) days of availability. The acquisition closed on May 11, 2023; therefore, each document that is required by the Settlement Agreement to be filed within 30 days of closing are hereby filed by that deadline. Each specific filing requirement is met as follows:

Paragraph 8. A balance sheet showing Candlewood Lakes’ 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 Candlewood Lakes as of the closing date, and a supporting general ledger **are hereby filed under seal as confidential Exhibit 1 to this report.**

Paragraph 10. The amount of legal costs incurred for this matter **are hereby filed under seal as confidential Exhibit 2 to this report.**

Paragraph 13. A bond compliant with the Commission’s financial security rules **is hereby filed as Exhibit 3 to this report.**

Paragraph 14. Copies of contracts or pricing agreements between Limestone and any affiliate and between Limestone and contractors that provide ongoing operations and maintenance or billing services to the Candlewood Lakes system or customers served by that system **are hereby filed under seal as confidential Exhibit 4 to this report.**

Paragraph 15. A copy of the recorded deed(s) for land where Candlewood Lakes’ facilities are located and registered easements in Limestone’s name for all the land and ownership rights for any and all access **is hereby filed as Exhibit 5 to the report.**

² *Stipulation and Settlement Agreement*, p. 3-6, TPUC Docket No. 21-00059 (Aug. 19, 2022).

Paragraph 16. A copy of the Purchase and Sale Agreement that has been fully executed by Seller and Buyer and acknowledged by the Title Company with the recorded effective date and with all exhibits attached, complete with documentation **was filed on November 16, 2021.**

Paragraph 17. A copy of the final executed Assignment of Rights Agreement **is hereby filed as Exhibit 6 to this report.**

Paragraph 18. A copy of the State Operating Permit “Request for Transfer” for current permits, both for water and wastewater, **is hereby filed as Exhibit 7 to this report.**

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

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

PUBLIC VERSION

EXHIBIT 2

Legal Expenses Incurred

EXHIBIT 3

**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

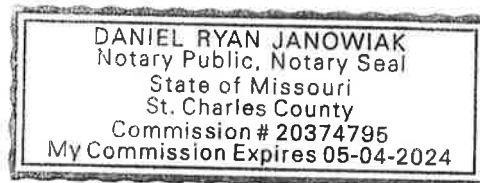
Before me, a Notary Public of the State and County aforesaid, personally appeared Josiah Cox
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed
the foregoing bond on behalf of Limestone Utility Operating Co, and he acknowledged to me that he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



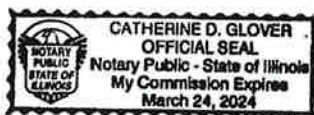
RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
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 4

Third-Party Agreements

EXHIBIT 5

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 \$60,000.00.

Nicole Dowdy
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME, THE
UNDERSIGNED THIS 11 DAY OF MAY, 2023.

SEAL

Patricia D. Cavit
NOTARY PUBLIC
COMMISSION EXPIRES 03-03-2026

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

DEED OF EASEMENT

This **DEED OF EASEMENT** is made and entered into this 11th day of May, 2023, by and between CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee public benefit corporation ("Grantor"), joined by CANDLEWOOD LAKES POA WATER WORKS, INC., a Tennessee public benefit corporation, and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Grantee") (Grantee's Mailing Address: 1630 Des Peres Road, Suite 140, St. Louis, MO 63131).

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the sum of One Dollar and No/100ths (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, the following rights and interests located in the County of Hardeman, State of Tennessee, to wit:

An exclusive, perpetual easement over, under and across, the parcel of real property described in **EXHIBIT A**, attached hereto and incorporated herein (the "Water Plant Easement"), for the purpose of operation and maintenance of a water plant and other appurtenances for the central water system which serves the surrounding area, including currently located wells, tanks, plants, lines, equipment and appurtenances, whether known or unknown and whether of record or not, and including rights of ingress and egress and to maintain, reconstruct, increase, remove or alter such wells, tanks, plants, lines, equipment and appurtenances. The Water Plant Easement shall exclude all others, including Grantor, its heirs, successors in interest, and assigns. In the event

Grantor, or its successors or assigns, further develops the property of which the Water Plant Easement is a part and wishes to transfer fee title to the Water Plant Easement to Grantee, Grantee agrees to take fee title to the same, subject to Grantee's approval of the necessary documents.

1. The rights set forth herein regarding the Water Plant Easement are the "Easement Rights." Grantor agrees not to unreasonably interfere with the exercise of the Easement Rights by Grantee or its guests, agents, invitees or licensees.

For purposes of the Water Plant Easement, the Grantee shall be entitled to occupy and use so much of the adjoining lands of Grantor as shall be necessary and appropriate on a temporary basis without liability for waste or trespass for the purposes of constructing improvements on or maintaining and repairing the Water Plant Easement. Grantee agrees to repair any damage to adjoining land of the Grantor to substantially the same condition as it existed prior to the damage at Grantee's sole expense and subject to the Grantor's good faith acceptance of the repairs.

The provisions of this indenture shall constitute a covenant running with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents.

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

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

4. Successors and Assigns. This instrument shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto and shall run with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents.

5. Counterparts. This instrument may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

6. 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 instrument on behalf of the party on whose behalf this instrument is executed.

[SIGNATURE PAGES FOLLOW]

In witness whereof, Grantor has set its hand(s) the date first above-written. CANDLEWOOD LAKES POA WATER WORKS, INC., a Tennessee public benefit corporation, joins in this Deed of Easement in order to convey, transfer, or assign any interest it may have in and to said property by virtue of its prior use and/or occupation of same.

GRANTOR:

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee public benefit corporation

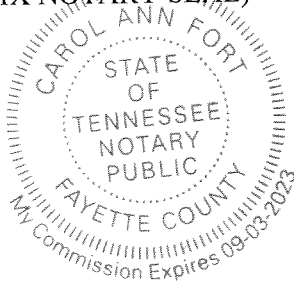
By: David Kennamore
David Kennamore, President

STATE OF TENNESSEE)
)
COUNTY OF Fayette)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DAVID KENNAMORE, 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 President of CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee public benefit 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 9th day of May, 2023.

(AFFIX NOTARY SEAL)



Carol Ann Fort
NOTARY PUBLIC

COMMISSION EXPIRES: 9-3-23

CANDLEWOOD LAKES POA WATER WORKS,
INC. , a Tennessee public benefit corporation

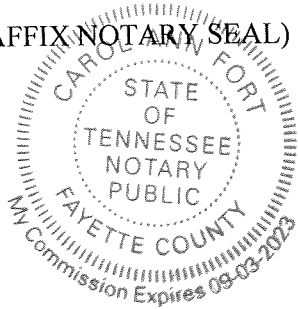
By: David Kennamore
David Kennamore, President

STATE OF TENNESSEE)
COUNTY OF Fayette)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DAVID KENNAMORE, 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 President of CANDLEWOOD LAKES POA WATER WORKS, INC., a Tennessee public benefit 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 9th day of May, 2023.

(AFFIX NOTARY SEAL)



Carol Ann Fort
NOTARY PUBLIC

COMMISSION EXPIRES: 9/3/23

GRANTEE:

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

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

By: [Signature]
Josiah M. Cox, President

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

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared JOSIAH M. COX, 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 President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 16th day of October, 2022.

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 1/16/2025

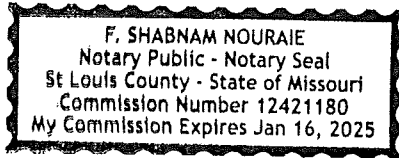


EXHIBIT A

DESCRIPTION OF EXCLUSIVE WATER PLANT EASEMENT

A tract of land located in the City of Saulbury, Hardeman County, Tennessee, being more particularly described as follows:

Commencing at an iron pin found (capped CBO), said point being the Northwest corner of lot 1284 as shown on Plat of Candlewood Lakes Subdivision recorded in plat book 3, page 71 in the Hardeman County, Tennessee Registers Office; thence with a curve turning to the right with an arc length of 7.30', with a radius of 139.81', with a chord bearing of South 52°10'32" West, with a chord length of 7.30', to a an iron pin set (capped typical LS #1648), said point being the POINT OF BEGINNING; thence South 25°03'09" East a distance of 142.28 feet to an iron pin set; thence South 69°14'52" West a distance of 154.92 feet to an iron pin set; thence North 11°48'39" West a distance of 164.68 feet to an iron pin set; thence with a curve turning to the left with an arc length of 124.54', with a radius of 139.81', with a chord bearing of North 79°11'24" East, with a chord length of 120.46', to the point of beginning. Said tract of land contains 0.45 acres more or less and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

Being a portion of the same property conveyed to Candlewood Lakes Property Owners Association, Inc., a Tennessee Non-Profit Corporation, by Quitclaim Deed from Total Environmental Solutions, Inc., a Louisiana Corporation, dated January 31, 2008 and filed March 11, 2009 in Deed Book 43, Page 620, in the Register's Office of Maury County, Tennessee.

EXHIBIT 6

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

MAXIMUM PRINCIPAL INDEBTEDNESS FOR
TENNESSEE RECORDING TAX PURPOSES IS \$0.00

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 11th day of May, 2023 by CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee public benefit corporation, and CANDLEWOOD LAKES POA WATER WORKS, INC., a Tennessee public benefit corporation (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 interests in certain real property located in Hardeman 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 interests in certain personal property referenced within a Bill of Sale, dated on or around today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated November 3, 2020, 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 Hardeman 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 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 Hardeman 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 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 Hardeman 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. Easements set out in Section 8 of Restrictive Covenants and Reservations recorded as **Document #222821, Deed Book P5, Page 200** of the land records of Hardeman County, Tennessee on March 21, 1974, in Section 8 of (Revised) Restrictive Covenants and Reservations recorded in **Deed Book E12, at Page 238** of the land records of Hardeman County, Tennessee on September 1, 1988, and in Section 8 of Restrictive Covenants and Reservations recorded in **Book 64, Page 301** of the land records of Hardeman County, Tennessee on January 18, 2013;
 - d. Plat of Candlewood Lakes recorded in **Plat Cabinet 3, Page 71** of the land records of Hardeman County, Tennessee on March 21, 1974; and
 - e. Plat of Candlewood Lakes recorded in **Plat Cabinet 3, Page 75** of the land records of Hardeman County, Tennessee on March 21, 1974.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees, except for homeowners association maintenance fees unrelated to the water system, special assessments, and water availability fees described in restrictive covenants and reservations of Candlewood Lakes subdivision, which shall be expressly retained by Assignor.

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:

CANDLEWOOD LAKES PROPERTY OWNERS
ASSOCIATION, INC., a Tennessee public benefit
corporation

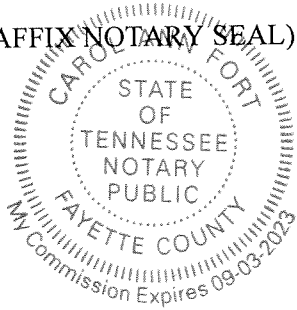
By: David Kennamore
David Kennamore, President

STATE OF TENNESSEE)
) SCT.
COUNTY OF Fayette)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DAVID KENNAMORE, 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 President of CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee public benefit 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 9th day of May, 2023.

(AFFIX NOTARY SEAL)



Carol Ann Fort

NOTARY PUBLIC

COMMISSION EXPIRES: 9/3/23

ASSIGNOR:

CANDLEWOOD LAKES POA WATER WORKS,
INC., a Tennessee public benefit corporation

By: David Kennamore
David Kennamore, President

STATE OF TENNESSEE)
) SCT.
COUNTY OF Fayette)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared DAVID KENNAMORE, 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 President of CANDLEWOOD LAKES POA WATER WORKS, INC., a Tennessee public benefit 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 9th day of May, 2023.

(AFFIX NOTARY SEAL)



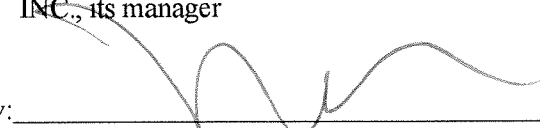
Carol Ann Fort
NOTARY PUBLIC

COMMISSION EXPIRES: 9/3/23

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

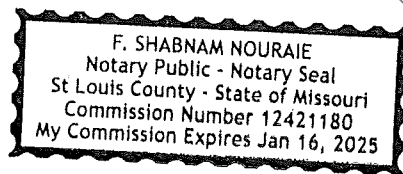
STATE OF MISSOURI)
) SCT.
COUNTY OF ST. LOUIS)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared JOSIAH M. COX, 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 President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 10th day of October, 2022.

(AFFIX NOTARY SEAL)


NOTARY PUBLIC



COMMISSION EXPIRES: 1/16/2025

EXHIBIT A
Candlewood Lakes Service Area Description

A tract of land located in the City of Saulsbury, Hardeman County, Tennessee, being more particularly described as follows:

Beginning at the Southeast corner of Lot "Water Plant Site" as shown on Plat of Candlewood Lakes Subdivision recorded in plat book 3, page 71 in the Hardeman County, Tennessee Registers Office; thence South 69°00'04" West a distance of 94.86 feet to a point; thence with a curve turning to the left with an arc length of 136.83', with a radius of 2434.11', with a chord bearing of South 66°59'38" West, with a chord length of 136.81', to a point; thence with a reverse curve turning to the right with an arc length of 148.56', with a radius of 1217.43', with a chord bearing of South 68°55'42" West, with a chord length of 148.47', to a point; thence with a compound curve turning to the right with an arc length of 129.28', with a radius of 397.51', with a chord bearing of South 81°47'25" West, with a chord length of 128.71', to a point; thence North 02°45'21" East a distance of 161.73 feet to a point; thence North 85°49'12" West a distance of 42.76 feet to a point; thence North 85°49'10" West a distance of 75.00 feet to a point; thence North 85°49'13" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'09" West a distance of 75.00 feet to a point; thence North 85°49'10" West a distance of 75.00 feet to a point; thence North 85°49'13" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'09" West a distance of 75.00 feet to a point; thence North 85°49'12" West a distance of 75.00 feet to a point; thence North 85°49'12" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'12" West a distance of 75.00 feet to a point; thence North 85°49'09" West a distance of 75.00 feet to a point; thence North 85°49'13" West a distance of 73.00 feet to a point; thence North 85°49'09" West a distance of 77.00 feet to a point; thence North 85°49'12" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'09" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 75.00 feet to a point; thence North 85°49'12" West a distance of 75.00 feet to a point; thence North 85°49'11" West a distance of 99.17 feet to a point; thence North 85°49'10" West a distance of 132.27 feet to a point; thence North 31°36'10" West a distance of 132.16 feet to a point; thence North 05°28'34" East a distance of 127.58 feet to a point; thence North 04°46'39" East a distance of 81.10 feet to a point; thence North 03°14'10" East a distance of 104.04 feet to a point; thence North 03°14'11" East a distance of 161.99 feet to a point; thence North 03°14'12" East a distance of 131.37 feet to a point; thence North 03°14'11" East a distance of 131.38 feet to a point; thence North 03°14'10" East a distance of 75.03 feet to a point; thence North 03°14'12" East a distance of 75.03 feet to a point; thence North 03°14'11" East a distance of 75.03 feet to a point; thence North 03°14'10" East a distance of 75.03 feet to a point; thence North 03°14'12" East a distance of 75.03 feet to a point; thence North 03°14'10" East a distance of 75.03 feet to a point; thence North 03°17'25" East a distance of 92.24 feet to a point; thence North 03°18'45" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'45" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'45" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'49" East a distance of 73.48 feet to a point; thence North 03°18'45" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'44" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'45" East a distance of 73.48 feet to a point; thence North 03°18'46" East a distance of 73.48 feet to a point; thence North 03°18'45" East a distance of 112.73 feet to a point; thence North 65°52'28" West a distance of 101.10 feet to a point; thence South 24°59'51" West a distance of 129.83 feet to a point; thence North 85°16'37" West a distance of 71.00 feet to a point; thence North 85°16'37" West a distance of 65.00 feet to a point; thence North 85°16'35" West a distance of 75.01 feet to a point; thence North 85°16'36" West a distance of 75.01 feet to a point; thence North 85°16'38" West a distance of 75.01

feet to a point; thence North 85°16'34" West a distance of 75.01 feet to a point; thence North 85°16'37" West a distance of 75.01 feet to a point; thence North 85°16'35" West a distance of 75.01 feet to a point; thence North 85°16'37" West a distance of 75.01 feet to a point; thence North 85°16'35" West a distance of 89.35 feet to a point; thence North 88°44'22" West a distance of 89.53 feet to a point; thence North 63°00'33" West a distance of 89.35 feet to a point; thence North 63°00'35" West a distance of 75.12 feet to a point; thence North 63°00'33" West a distance of 75.12 feet to a point; thence North 63°00'33" West a distance of 75.12 feet to a point; thence North 63°00'35" West a distance of 75.12 feet to a point; thence North 23°42'20" East a distance of 150.25 feet to a point; thence with a curve turning to the right with an arc length of 158.06', with a radius of 60.00', with a chord bearing of North 50°46'17" West, with a chord length of 116.16', to a point; thence North 42°09'17" East a distance of 36.00 feet to a point; thence North 32°31'40" West a distance of 47.10 feet to a point; thence North 06°36'45" East a distance of 209.85 feet to a point; thence South 65°49'54" East a distance of 10.49 feet to a point; thence North 06°36'45" East a distance of 750.50 feet to a point; thence North 89°51'16" East a distance of 282.47 feet to a point; thence North 89°51'15" East a distance of 466.12 feet to a point; thence with a curve turning to the left with an arc length of 218.52', with a radius of 210.00', with a chord bearing of North 60°02'39" East, with a chord length of 208.79', to a point; thence North 87°18'08" West a distance of 71.87 feet to a point; thence North 62°06'47" West a distance of 60.00 feet to a point; thence North 62°06'45" West a distance of 81.48 feet to a point; thence North 62°06'47" West a distance of 81.48 feet to a point; thence North 62°06'45" West a distance of 83.00 feet to a point; thence North 40°09'36" West a distance of 100.00 feet to a point; thence North 43°58'58" West a distance of 10.00 feet to a point; thence North 41°56'48" West a distance of 90.00 feet to a point; thence North 01°51'37" East a distance of 10.00 feet to a point; thence North 01°54'06" East a distance of 110.00 feet to a point; thence North 01°48'00" East a distance of 75.00 feet to a point; thence North 01°51'37" East a distance of 75.00 feet to a point; thence North 01°51'39" East a distance of 75.00 feet to a point; thence North 01°51'36" East a distance of 75.00 feet to a point; thence North 01°51'38" East a distance of 75.00 feet to a point; thence North 01°51'39" East a distance of 75.00 feet to a point; thence North 01°51'37" East a distance of 75.00 feet to a point; thence North 01°51'39" East a distance of 75.00 feet to a point; thence North 01°51'35" East a distance of 75.00 feet to a point; thence North 01°51'38" East a distance of 75.00 feet to a point; thence North 01°51'38" East a distance of 75.00 feet to a point; hence North 01°51'38" East a distance of 75.00 feet to a point; thence North 01°51'37" East a distance of 75.00 feet to a point; thence North 01°51'38" East a distance of 75.00 feet to a point; thence North 01°51'37" East a distance of 75.00 feet to a point; thence South 88°12'00" East a distance of 150.00 feet to a point; thence North 01°51'38" East a distance of 552.86 feet to a point; thence with a curve turning to the right with an arc length of 136.55', with a radius of 90.00', with a chord bearing of North 45°19'38" East, with a chord length of 123.83', to a point; thence North 88°47'38" East a distance of 50.92 feet to a point; thence North 00°23'13" East a distance of 150.06 feet to a point; thence North 00°23'13" East a distance of 57.27 feet to a point; thence North 88°47'38" East a distance of 1156.74 feet to a point; thence with a curve turning to the right with an arc length of 479.11', with a radius of 4000.03', with a chord bearing of South 87°46'29" East, with a chord length of 478.83', to a point; thence South 84°20'36" East a distance of 96.91 feet to a point; thence North 08°29'28" East a distance of 50.00 feet to a point; thence with a curve turning to the right with an arc length of 265.42', with a radius of 6019.40', with a chord bearing of South 83°53'58" East, with a chord length of 265.40', to a point; thence South 82°38'10" East a distance of 736.04 feet to a point; thence South 82°38'07" East a distance of 65.60 feet to a point; thence South 82°38'10" East a distance of 1060.32 feet to a point; thence South 82°28'41" East a distance of 15.53 feet to a point; thence South 07°41'08" West a distance of 50.00 feet to a point; thence with a curve turning to the right with an arc length of 1695.46', with a radius of 2712.30', with a chord bearing of South 64°24'22" East, with a chord length of 1667.99', to a point; thence South 46°29'53" East a distance of 253.11 feet to a point; thence with a curve turning to the left with an arc length of 219.51', with a radius of 1967.73', with a chord bearing of South 49°41'39" East, with a chord length of 219.39', to a point; thence South 06°19'03" West a distance of 313.19 feet to a point; thence South 06°19'03" West a distance of 409.30 feet to a point; thence South 06°19'05" West a distance of 97.02 feet to a point; thence South 06°19'03" West a distance of

324.76 feet to a point; thence South 09°54'20" East a distance of 117.90 feet to a point; thence North 87°56'04" West a distance of 364.05 feet to a point; thence South 67°59'53" West a distance of 429.90 feet to a point; thence South 32°30'17" West a distance of 429.65 feet to a point; thence South 05°16'33" West a distance of 93.36 feet to a point; thence South 05°16'33" West a distance of 932.42 feet to a point; thence North 87°18'52" West a distance of 1057.72 feet to a point; thence South 37°21'16" East a distance of 404.80 feet to a point; thence North 87°08'24" West a distance of 1190.39 feet to a point; thence North 87°08'19" West a distance of 14.69 feet to a point; thence South 11°01'18" East a distance of 599.52 feet to a point; thence with a curve turning to the right with an arc length of 240.98', with a radius of 500.01', with a chord bearing of South 02°47'09" West, with a chord length of 238.66', to a point; thence South 16°35'38" West a distance of 43.47 feet to a point; thence South 72°12'40" East a distance of 85.00 feet to a point; thence South 09°20'52" East a distance of 106.95 feet to a point; thence South 09°20'51" East a distance of 82.79 feet to a point; thence South 09°20'53" East a distance of 89.00 feet to a point; thence South 34°38'29" West a distance of 98.27 feet to a point; thence with a curve turning to the right with an arc length of 210.20', with a radius of 307.39', with a chord bearing of South 30°55'48" East, with a chord length of 206.12', to a point; thence South 11°19'19" East a distance of 196.52 feet to a point; thence with a curve turning to the right with an arc length of 243.44', with a radius of 4168.93', with a chord bearing of South 09°38'56" East, with a chord length of 243.40', to a point; thence South 11°51'52" East a distance of 315.33 feet to a point; thence South 52°22'11" West a distance of 75.36 feet to a point; thence South 52°22'13" West a distance of 75.00 feet to a point; thence South 52°22'11" West a distance of 75.00 feet to a point; thence South 37°18'21" East a distance of 21.65 feet to the point of beginning.

Said parcel of land contains an area of 641.07 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

EXHIBIT 7



May 11, 2023

Wade D. Murphy, Land-Based Systems Unit Manager
Brad.Harris@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: Candlewood Lakes, TN, Notice of Transaction and Change of Ownership

Dear Mr. Bagwell:

I am writing to inform you that Limestone Water Utility Operating Company, LLC is now the owner of Candlewood Lakes water system. The TDEC permit number of this system is TN0000797.

The change of ownership is effective November 7, 2022. The prior owner was Candlewood Lakes P.O.A Waterworks. On the following page are signatures from the new owner and previous owners verifying the change of ownership. The information provided on the table below will provide the updated contact information, reflecting the new ownership to update TDEC and Drinking Water Watch records regarding Candlewood Lakes.

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)	Arthur Faiello (314) 464-3618
Emergency Contact (ECS)	Jo Anna McMahon 1-855-723-2450
Financial Contact (FC)	Cheryl Waites (314) 736-4672
Public Water System Contact	Mandy Sappington (314) 464-3976

Sincerely,

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

Acknowledge of Transfer

New Owner:

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

By: _____
Josiah M. Cox, President

Date: _____

Previous Owner:

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION,
INC., a Tennessee public benefit corporation

By: David Kennamore
David Kennamore, President

Date: MAY 9-2023

CANDLEWOOD LAKES POA WATER WORKS, INC.
a Tennessee public benefit corporation

By: David Kennamore
David Kennamore, President

Date: MAY 9-2023



Acknowledge of Transfer

New Owner:

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

By: _____
Josiah M. Cox, President

Date: _____

Previous Owner:

CANDLEWOOD LAKES PROPERTY OWNERS ASSOCIATION,
INC., a Tennessee public benefit corporation

By: _____
David Kennamore, President

Date: _____

CANDLEWOOD LAKES POA WATER WORKS, INC.
a Tennessee public benefit corporation

By: _____
David Kennamore, President

Date: _____

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:

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 12th day of June 2023.



Katherine Barnes