

BUTLER | SNOW

November 27, 2024

VIA ELECTRONIC FILING

Hon. David Jones, 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 November 27, 2024 at 11:20 a.m.

RE: *Joint Application of Limestone Water Utility Operating Company, LLC, and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., for Approval of the Acquisition of and to Operate the Wastewater System of Integrated Resource Management, Inc. d/b/a IRM Utility, Inc., and to Transfer or Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00037*

Dear Chairman Jones:

Attached for filing please find *Limestone Water Utility Operating Company, LLC's Report Demonstrating Compliance with Filing Requirements of Order Approving Revised Stipulation and Settlement Agreement* in the above-captioned docket.

Please note that Exhibits 1, 2 and 3 are being submitted **UNDER SEAL** as **CONFIDENTIAL and PROPRIETARY**. Both a public version and a nonpublic, **CONFIDENTIAL** version of these attachments 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
Shilina B. Brown, Consumer Advocate Division
Victoria B. Glover, Consumer Advocate Division

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150 3rd Avenue South, Suite 1600
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BUTLER SNOW LLP

91232209.v1

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

IN RE:)
)
JOINT APPLICATION OF LIMESTONE)
WATER UTILITY OPERATING)
COMPANY, LLC, AND INTEGRATED)
RESOURCE MANAGEMENT, INC. D/B/A)
IRM UTILITY, INC., FOR APPROVAL OF)
THE ACQUISITION OF AND TO)
OPERATE THE WASTEWATER SYSTEM)
OF INTEGRATED RESOURCE)
MANAGEMENT, INC. D/B/A IRM)
UTILITY, INC., AND TO TRANSFER OR)
ISSUE A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY)

DOCKET NO. 23-00037

**REPORT DEMONSTRATING COMPLIANCE WITH FILING REQUIREMENTS OF
ORDER APPROVING REVISED STIPULATION AND SETTLEMENT
AGREEMENT**

On September 30, 2024, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its Order Approving Revised Stipulation and Settlement Agreement (“Order”) in the above-referenced matter.¹ In the Revised 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, and Integrated Resource Management, Inc. d/b/a IRM Utility, Inc. (“IRM”), Limestone agreed to file a report demonstrating compliance with certain requirements.² Specifically, the filing requirements are outlined in paragraphs 12 through 14 and 18 through 23 of the Settlement Agreement. With this report,

¹ *Order Approving Stipulation and Settlement Agreement*, p. 12, TPUC Docket No. 23-00037 (Sept. 30, 2024).

² *Stipulation and Settlement Agreement*, pp. 5-6, TPUC Docket No. 23-00037 (June 28, 2024).

Limestone is filing all the required documents, with the exception of the tariff (Paragraph 14), the Assignment of Rights Agreement (Paragraph 21), and the maps and engineering designs (Paragraph 23). Limestone will file these documents as soon as they become available. Each filing requirement is met as follows:

Paragraph 12. A balance sheet showing IRM's 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 IRM as of the closing date, and a supporting general ledger **are hereby filed under seal as CONFIDENTIAL Exhibit 1 to this report.**

Paragraph 13. The amount of legal costs incurred for this matter **are hereby filed under seal as CONFIDENTIAL Exhibit 2 to this report.**

Paragraph 18. 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 IRM system or customers served by that system **are hereby filed under seal as CONFIDENTIAL Exhibit 3 to this report.**

Paragraph 19. A copy of the recorded deed(s) for land where IRM's 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 4 to the report.**

Paragraph 20. 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 **is hereby filed as Exhibit 5 to the report.**

Paragraph 22. A copy of the State Operating Permit “Request for Transfer” for current permits, both for water and wastewater, **is hereby filed as Exhibit 6 to this report.**

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

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Melvin.Malone@butlersnow.com

*Counsel for Limestone Water Utility Operating
Company, LLC*

Public Version

Exhibit 1

Balance Sheet and General Ledger

Public Version

Exhibit 2

Legal Costs

Public Version

Exhibit 3

Contracts

Exhibit 4

REGISTER'S USE ONLY:

Regina Tillman, Register
Decatur County Tennessee

Rec #:	1275	Instrument #:	24094278
Rec'd:	35.00	Recorded	
State:	77.70	10/29/2024 at 8:31 AM	
Clerk:	1.00	in Record Book	
Other:	2.00	392	
Total:	115.70	PGS 2282-2288	

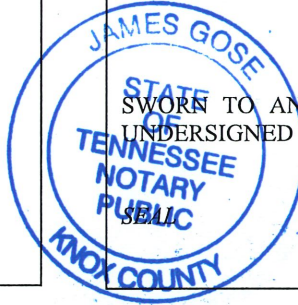
OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$21,000.00.


AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE
UNDERSIGNED THIS 25th DAY OF October, 2024.


NOTARY PUBLIC

COMMISSION EXPIRES: 2-28-27



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 28th day of October, 2024 between INTEGRATED RESOURCE MANAGEMENT, INC. d/b/a IRM UTILITY, INC., a Tennessee corporation (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 Decatur County, Tennessee.

Exhibit 4

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.

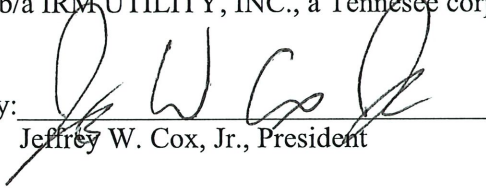
[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

Exhibit 4

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

GRANTOR:

INTEGRATED RESOURCES MANAGEMENT, INC.
d/b/a IRM UTILITY, INC., a Tennessee corporation

By: 
Jeffrey W. Cox, Jr., President

STATE OF TENNESSEE)
)
COUNTY OF DECATUR)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Jeffrey W. Cox, Jr., 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 Integrated Resources Management, Inc. d/b/a IRM Utility, 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 herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 25th day of October, 2024.

SEAL



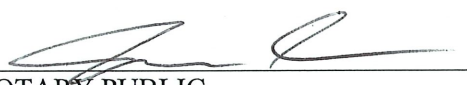

NOTARY PUBLIC
COMMISSION EXPIRES: My Commission Expires Feb. 28, 2027

Exhibit 4

EXHIBIT A

Tract 1 (Map 111, Parcel 008.10 – provided for reference only)

A tract of land lying in the 2nd Civil District of Decatur County Tennessee and being more particularly described as follows:

Commencing at an iron pin found (capped RLS 505, NAD83 Tennessee State plane coordinates: N-399859.76, E-1359397.78), said iron pin being the Southeast corner of Lot 1 of Riverstone Estates II, a plat of record in plat cabinet 1, page 90A in the Registers Office of Decatur County, Tennessee; thence with the East line of said Lot 1, North 05°46'53" East a distance of 9.39 feet to a point, said point being the Southwest corner of "West Access Easement" an access and utility easement as described in Deed book 295, page 984 in the Registers Office of Decatur County, Tennessee; thence continuing with said East lot line and also with said West line of "West Access Easement", North 05°46'53" East a distance of 51.10 feet to a point to a point (passing over an capped iron pin at 41.70 feet), said point being the Northwest corner of said "West Access Easement"; thence leaving said East lot line and said West line of "West Access Easement" and with the North Line of said "West Access Easement", North 68°45'27" East a distance of 101.58 feet to a point; thence North 80°34'39" East a distance of 64.14 feet to a point; thence North 60°08'09" East a distance of 42.00 feet to a point; thence North 43°26'08" East a distance of 54.76 feet to a point thence North 48°34'27" East a distance of 30.69 feet to an iron pin set (capped typical "PROPERTY CORNER CAMPBELL D. COOK TN. R.L.S. 3440"), which is the Northeast corner of said "West Access Easement" and is the **POINT OF BEGINNING**; thence leaving said North line of said access and utility easement, North 16°56'58" West a distance of 310.04 feet to an iron pin set; thence North 73°20'59" East a distance of 261.07 feet to an iron pin set; thence South 16°59'32" East a distance of 433.79 feet to an iron pin set; thence South 73°00'04" West a distance of 261.39 feet to an iron pin set (passing over the Northeast corner of "East Access Easement" an access and utility easement as described in Deed book 295, page 984 in the Registers Office of Decatur County, Tennessee at 126.44 feet, and passing over the Northwest corner of said "West Access Easement at 204.81 feet); thence North 16°56'58" West a distance of 125.34 feet to the point of beginning (passing over the Southeast corner of said "West Access Easement" at 71.15 feet).

Said parcel of land contains an area of 2.61 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

Further conveyed herein is the nonexclusive easement to use the below-described area to gain ingress and egress to the property conveyed herein and to install underground utilities. Said easements being bounded and described as follows to wit:

WEST EASEMENT DESCRIPTION

A tract of land lying in the 2nd Civil District of Decatur County Tennessee and being more particularly described as follows:

Commencing at an iron pin found (capped RLS 505, NAD83 Tennessee State plane coordinates: N-399859.76, E-1359397.78), said iron pin being the Southeast corner of Lot 1 of Riverstone Estates II, a plat of record in plat cabinet 1, page 90A in the Registers Office of Decatur County, Tennessee; thence with the East line of said Lot 1, North 05°46'53" East a distance of 9.39 feet to the **POINT OF BEGINNING**; Thence continuing with said East line of said Lot 1, North 05°46'53" East a distance of 51.10 feet to a point; thence leaving said East line of Lot 1, North 68°45'27" East a distance of 101.58 feet to a point; thence North 80°34'39" East a distance of 64.14 feet to a point; thence North 60°08'09" East a distance of 42.00 feet to a point; thence North 43°26'08" East a distance of 54.76 feet to a point; thence North 48°34'27"

Exhibit 4

East a distance of 30.69 feet to a point a point on the West line of a track described as "Lagoon Parcel" in deed book 295, page 984 in the Registers Office of Decatur County, Tennessee; thence with said West line, South 16°56'58" East a distance of 54.19 feet to a point; thence leaving said West line, South 41°52'29" West a distance of 4.82 feet to a point; thence South 45°33'52" West a distance of 69.68 feet to a point; thence South 63°20'09" West a distance of 58.27 feet to a point; thence South 81°29'53" West a distance of 54.46 feet to a point; thence South 70°48'35" West a distance of 123.88 feet to the point of beginning.

Said parcel of land contains an area of 0.34 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

EAST EASEMENT DESCRIPTION

A tract of land lying in the 2nd Civil District of Decatur County Tennessee and being more particularly described as follows:

Commencing at an iron pin found (capped RLS 505, NAD83 Tennessee State plane coordinates: N-399859.76, E-1359397.78), said iron pin being the Southeast corner of Lot 1 of Riverstone Estates II, a plat of record in plat cabinet 1, page 90A in the Registers Office of Decatur County, Tennessee; thence with the East line of said Lot 1, North 05°46'53" East a distance of 9.39 feet to a point, said point being the Southwest corner of "West Access Easement" an access and utility easement as described in Deed book 295, page 984 in the Registers Office of Decatur County, Tennessee; thence continuing with said East lot line and also with said West line of "West Access Easement", North 05°46'53" East a distance of 51.10 feet to a point to a point (passing over an capped iron pin at 41.70 feet), said point being the Northwest corner of said "West Access Easement"; thence leaving said East lot line and said West line of "West Access Easement" and with the North Line of said "West Access Easement", North 68°45'27" East a distance of 101.58 feet to a point; thence North 80°34'39" East a distance of 64.14 feet to a point; thence North 60°08'09" East a distance of 42.00 feet to a point; thence North 43°26'08" East a distance of 54.76 feet to a point thence North 48°34'27" East a distance of 30.69 feet to an iron pin set (capped typical "PROPERTY CORNER CAMPBELL D. COOK TN. R.L.S. 3440"), which is the Northeast corner of said "West Access Easement", said point also lying on the West line of a track described as "Lagoon Parcel" in deed book 295, page 984 in the Registers Office of Decatur County, Tennessee; thence with said West line of said "Lagoon Parcel", thence South 16°56'58" East a distance of 125.34 feet to an iron pin set at the Southwest corner of said "Lagoon Parcel" (passing over the Southeast corner of "West Easement" at 57.19 feet); thence leaving the West line of said "Lagoon Parcel" and with the South line of said "Lagoon Parcel", North 73°00'04" East a distance of 56.57 feet to the **POINT OF BEGINNING**; thence North 73°00'04" East a distance of 78.38 feet to a point; thence leaving said South line of said "Lagoon Parcel", South 67°14'44" East a distance of 57.28 feet to a point; thence South 44°10'15" East a distance of 111.68 feet to a point; thence South 71°09'00" East a distance of 91.22 feet to a point on the West right of way of Riverstone One Drive; thence South 71°09'00" East a distance of 25.03 feet to a point in the centerline of said road; thence South 16°16'58" West a distance of 25.03 feet to a point; thence South 06°28'23" West a distance of 25.59 feet to a point on said West right of way; thence North 71°09'00" West a distance of 122.85 feet to a point; thence North 46°30'14" West a distance of 133.36 feet to a point; thence North 69°23'07" West a distance of 99.05 feet to the point of beginning.

Said parcel of land contains an area of 0.35 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

Being the same property conveyed to Integrated Resource Management, Inc., d/b/a IRM Utility, Inc., a Tennessee Corporation by Quitclaim Deed from Riverstone Estate Utilities Inc., a Tennessee Corporation, by deed dated August 19, 2014, filed of record on September 16, 2014, in Book 295, Page 984, Register's Office for Decatur County, Tennessee.

Exhibit 4

Tract 2 (Map 111, Parcel 008.12 – provided for reference only)

A tract of land lying in the 2nd Civil District of Decatur County Tennessee and being more particularly described as follows:

Commencing at the Southeast corner of Lot 5 of Riverstone Estates II, a plat of record in plat cabinet 1, page 90A in the Registers Office of Decatur County, Tennessee; thence South 48°19'44" West a distance of 624.07 feet to an iron pin set (capped typical "PROPERTY CORNER CAMPBELL D. COOK TN. R.L.S. 3440") on the West right of way of Bradley Lane (a private roadway having a 50 foot right of way), said iron pin set being the **POINT OF BEGINNING**; thence with said West right of way, South 05°10'02" West a distance of 21.00 feet to a point; South 17°24'11" East a distance of 35.32 feet to a point; thence South 15°17'59" East a distance of 118.64 feet to a point; thence South 14°53'47" East a distance of 119.29 feet to a point; thence South 19°41'28" East a distance of 90.37 feet to an iron pin set; thence leaving said West right of way, South 11°25'29" West a distance of 30.95 feet to an iron pin set; thence North 78°52'40" West a distance of 3.67 feet to a 1/2" rebar found; thence North 28°09'25" West a distance of 73.46 feet to a 1/2" rebar found; thence South 79°31'54" West a distance of 76.82 feet to a 1/2" rebar found; thence North 84°26'50" West a distance of 46.73 feet to an iron pin set; thence North 34°35'35" West a distance of 126.83 feet to an iron pin set; thence North 00°01'55" East a distance of 40.99 feet to an iron pin set; thence North 33°02'54" West a distance of 67.99 feet to an iron pin found (capped LS2616); thence North 44°26'22" East a distance of 14.46 feet to an iron pin set; thence North 41°52'18" East a distance of 32.55 feet to an iron pin set; thence North 38°40'55" East a distance of 35.02 feet to an iron pin set; thence North 39°13'15" East a distance of 30.90 feet to an iron pin set; thence North 40°09'55" East a distance of 32.69 feet to an iron pin set; thence North 47°28'53" East a distance of 29.45 feet to an iron pin set; thence North 64°09'30" East a distance of 18.29 feet to an iron pin set; thence North 84°42'32" East a distance of 31.97 feet to an iron pin set; thence South 88°10'53" East a distance of 10.06 feet to the point of beginning.

Said parcel of land contains an area of 1.29 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

Being part of the same property conveyed to Integrated Resource Management, Inc., d/b/a IRM Utility, Inc., a Tennessee Corporation by Quitclaim Deed from Riverstone Marina, Inc., dated August 19, 2014, filed of record on September 16, 2014, in Book 295, Page 988, Register's Office for Decatur County, Tennessee.

Tract 3 (PART OF Map 111JC, Parcel 001.00 – provided for reference only)

A tract of land lying in the 2nd Civil District of Decatur County Tennessee and being more particularly described as follows:

BEGINNING at an iron pin found (capped LS 2616, NAD83 Tennessee State plane coordinates: N-399859.76, E-1359397.78) on the South right of way of Bradley Lane (50 foot right of way), said iron pin being the Northeast corner of Lot 142 of The Cabins at Riverstone, a plat of record in plat cabinet 2, page 75 in the Registers Office of Decatur County, Tennessee; thence North 18°01'31" East a distance of 25.64 feet to a point in the centerline of said road; thence generally along said centerline, South 60°03'01" East a distance of 70.90 feet to a point; thence South 60°15'01" East a distance of 67.21 feet to a point; thence South 55°27'54" East a distance of 70.10 feet to a point; thence South 42°51'09" East a distance of 54.12 feet to a point on the West line of Riverstone Estates II, a plat of record in plat cabinet 1, page 90A in the Registers Office of Decatur County, Tennessee; thence continuing with said centerline and with said West subdivision line, South 35°16'47" East a distance of 22.45 feet to a point; thence South 19°17'43" East a distance of 43.04 feet to a point; thence South 09°04'16" East a distance of 98.18 feet to a point; thence South 00°52'01" East a distance of 58.57 feet to a point at the centerline intersection of said Bradley Lane and Jennifer Lane (AKA Marina Drive, 50 foot right of way); thence leaving said Bradley Lane centerline

Exhibit 4

and West subdivision line, and generally along Jennifer Lane centerline South 60°15'52" West a distance of 27.65 feet to a point; thence leaving said centerline, South 10°32'45" West a distance of 32.77 feet to an iron pin set (capped typical "PROPERTY CORNER CAMPBELL D. COOK TN. R.L.S. 3440") at the intersection of the West right of way of Bradley Lane and the South right of way of Jennifer Lane; thence with said West right of way South 10°28'19" West a distance of 59.11 feet to an iron pin set; thence South 10°57'52" West a distance of 105.91 feet to an iron pin set; thence South 14°27'08" West a distance of 162.42 feet to an iron pin set; thence South 25°58'39" West a distance of 182.69 feet to an iron pin set; thence South 28°09'18" West a distance of 47.74 feet to an iron pin set; thence South 40°26'39" West a distance of 68.65 feet to an iron pin set; thence South 40°26'39" West a distance of 31.83 feet to an iron pin set; thence South 22°07'57" West a distance of 88.66 feet to an iron pin set; thence South 22°07'57" West a distance of 73.53 feet to an iron pin set; thence South 05°11'40" West a distance of 53.69 feet to an iron pin set; thence South 05°11'40" West a distance of 54.23 feet to an iron pin found (capped LS2616); thence North 77°43'53" West a distance of 206.84 feet to an iron pin found (capped LS2616); thence North 11°49'57" East a distance of 418.33 feet to an iron pin set; thence South 58°11'08" West a distance of 63.49 feet to an iron pin set; thence South 74°21'23" West a distance of 17.92 feet to an iron pin set at the Southeast corner of Lot 154 of said The Cabins at Riverstone subdivision; thence with the East line of said Lot 154, North 19°53'57" West a distance of 160.23 feet to an iron pin set; thence South 73°51'11" West a distance of 39.74 feet to an iron pin set; thence North 69°05'12" West a distance of 111.30 feet to an iron pin found (cap not legible) at; thence North 20°56'30" East a distance of 257.07 feet to a 1/2" rebar found at the South right of way of Jennifer Lane, said point being the Northeast corner of said lot 154; thence leaving the East line of Lot 154, North 20°56'30" East a distance of 25.46 feet to a point in the centerline of said Jennifer Lane; thence generally along said centerline, South 58°01'59" East a distance of 63.44 feet to a point; thence leaving said centerline, North 14°51'20" East a distance of 26.26 feet to an iron pin found (capped LS2616); thence North 14°54'18" East a distance of 290.38 feet to an iron pin set; thence South 63°55'08" East a distance of 177.97 feet to an iron pin set; thence North 18°01'31" East a distance of 201.50 feet to the point of beginning.

Said parcel of land contains an area of 11.14 acres, more or less and is subject to any right of ways, easements, or restrictions affecting said parcel.

Being part of the same property conveyed to Integrated Resource Management, Inc., d/b/a IRM Utility, Inc., a Tennessee Corporation by Quitclaim Deed from Riverstone Marina, Inc., dated August 19, 2014, filed of record on September 16, 2014, in Book 295, Page 988, Register's Office for Decatur County, Tennessee.

Exhibit 5

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("Agreement"), is made and entered into this 21 day of June, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and INTEGRATED RESOURCE MANAGEMENT, INC. d/b/a/ IRM Utility, Inc. a Tennessee corporation qualified and registered to transact business in the State of Tennessee ("*Seller*"), collectively ("*Parties*").

WHEREAS, Seller has developed and operates, as a regulated sewer corporation, sewer facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Decatur County, Tennessee (hereinafter the "*System*"); and

WHEREAS, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller is a corporation, organized and existing under the constitution and the laws of the State of Tennessee, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all the assets, both real and personal, connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area; and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Property (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

1. **SALE OF PROPERTY.** For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, including but not limited to the independent consideration of Buyer expending funds to review the feasibility of this purchase, Seller agrees to provide Buyer with the rights set forth in Section 8 herein and elsewhere, and Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the "*Property*"):

A. The land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system in the System area depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Decatur County, Tennessee;

B. All of Seller's sewer service facilities, including but not limited to: 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 additional tools, devices, vehicles, mobile work equipment, furniture, fixtures, machinery, supplies and other tangible items, if any, located in Decatur County, Tennessee, and used or held for use in connection with the System as described in **EXHIBIT C**, attached hereto;

D. All of Seller's rights, title and interest in and to those agreements set out and described in **EXHIBIT D**, attached hereto;

E. All of Seller's rights, title and interest in and to any and all warranties, bonds or other financial assurances or guaranties, pertaining to, allocable to or arising out of the provision of sewer service and/or the System;

F. All of Seller's inventory, merchandise, and supplies pertaining to sewer service; and

Exhibit 5

G. All assets not described which are located in Decatur County, Tennessee, and used or useful to operate the System, expressly excepting therefrom, and from any other assets described in the paragraphs above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE.** The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to the Closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Tennessee, which policy shall insure the owner's title to be marketable as the same is described and defined in Title Examination Standards of The Tennessee Bar ("*Title Standards*"). After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and the Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL.** Seller and Buyer shall act diligently and cooperate with each other to obtain any regulatory approvals required from the Tennessee Public Utility Commission ("*TPUC*"), Tennessee Regulatory Authority ("*TRA*"), or any other regulatory agency in the state of Tennessee, as determined by Buyer in its sole discretion, and to obtain transfer of Seller's permits, if any. Buyer and Seller agree to assist the other in this process when requested to do so.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing [REDACTED] for purchase of the Property ("*Purchase Price*").

5. **CLOSING.** The Closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "*Closing*"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Property to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Property to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Property. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

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On the date of the Closing, Buyer shall accept and assume ownership and title to the Property to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Property going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Property that existed prior to the date of the Closing.

6. SELLER'S REPRESENTATIONS AND WARRANTIES.

The Seller represents and warrants as follows:

A. Organization and Standing of Seller. Seller is a corporation, organized and existing under the constitution and laws of the State of Tennessee in good standing with the Tennessee Secretary of State and Seller has all the requisite power and authority to sell the Property pursuant to the terms of this Agreement.

B. Liabilities. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Property are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. Absence of Certain Changes. After Buyer's inspection and acceptance of the Property, there shall not be:

i. Any material change in the use of the Property in connection with the business or operations of the System;

ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Property.

D. Title to Properties. Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Property. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Property to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Property to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Decatur County Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property

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toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.** The Property, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of the Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.** There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Property, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Property, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.** The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.** Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Property which are to be sold pursuant to the terms of this Agreement.

B. **Authority.** The execution and delivery of this Agreement by Buyer and the purchase of the Property as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.** The TPUC and TRA shall have, if necessary, authorized or approved the sale, transfer or disposition of the Property to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion. Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

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B. **Representations and Warranties True at Closing.** Seller's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

C. **Performance.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of the Closing, to include TPUC assessments.

D. **Feasibility.** Completion of Buyer's examination, testing and inspection of the Property, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Property, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of any of the foregoing to be satisfactory to Buyer, in its sole and absolute discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "*Inspection Period*." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Property; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Property as intended by Buyer.

E. **No Casualty.** The Property shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to the Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.** Buyer's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

B. **Performance.** Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. **INDEMNIFICATION.** Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly,

Exhibit 5

the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

11. **FEES AND COMMISSIONS.** Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.** Seller shall maintain current hazard insurance in force on the Property until the Closing. The risk of loss to the Property shall pass to Buyer upon delivery of possession of the Property to Buyer. If an event of casualty occurs to the Property prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **BENEFIT.** All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

14. **GOVERNING LAW.** This Agreement is being delivered and is intended to be performed in the State of Tennessee, and shall be construed and enforced in accordance with the laws of such state.

15. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

16. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

17. **ENTIRE AGREEMENT.** This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. **SUCCESSION AND ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

19. **HEADINGS.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **NOTICES.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours

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20. **NOTICES.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President
Central States Water Resources, Inc.
1630 Des Peres Road, Suite 140
St. Louis, MO 63131
Facsimile: (314) 238-7201

With a Copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

Integrated Resource Management, Inc. d/b/a IRM Utility, Inc.
Jeffrey W. Cox, Jr. **IRM**
~~P.O. Box 642~~ **PO Box 71526**
~~White Pine, TN 37890~~ **Knoxville, TN 37938**
Phone: **(865) 712-4307**
Facsimile: **(865) 674-2352**
Email: **IRMUtility@gmail.com**

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in

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any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.** Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for the Closing.

24. **CONSTRUCTION.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.** The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

26. **DEFAULT; ATTORNEY'S FEES.** If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

27. **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 Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

INC.

SELLER:

INTEGRATED RESOURCE MANAGEMENT,

By: 
Jeffrey W. Cox, Jr., President

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

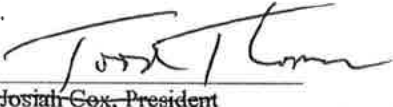
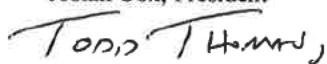
By: 
Josiah Cox, President
 Todd Thomas, SR VICE PRESIDENT

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EXHIBIT A

Service Area Description

[SERVICE AREA MAP & LEGAL DESCRIPTION TO BE FINALIZED PRIOR TO CLOSING]

Exhibit 5

EXHIBIT B

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by survey and title commitments, which shall be inserted prior to the Closing).

[TO BE FINALIZED PRIOR TO CLOSING]

The following described lots, tracts or parcels of land, lying, being and situate in the County of Decatur State of Tennessee:

All interests in land used or useful in operation of the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. [FILE NUMBER], issued by [TITLE COMPANY], as agent for [UNDERWRITER].

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EXHIBIT C

Personal Property and Equipment

(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

[TO BE FINALIZED PRIOR TO CLOSING]

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

Additional Personal Property

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EXHIBIT D

Rights Via Agreements, Contracts, Misc.

[TO BE FINALIZED PRIOR TO CLOSING]

Exhibit 6



LIMESTONE WATER

Utility Operating Company

A CSWR Managed Utility

November 12, 2024

Department of Environment and Conservation
Division of Water Resources
William R. Snodgrass – Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

RE: Riverstone Estates WWTP, TN0078379 Transfer of Ownership

Permitting Staff:

Limestone Water Utility Operating Company is writing to inform you that Limestone Water Utility Operating Company, LLC is now the owner of Riverstone Estates WWTP. The State Operating Permit Number associated with this facility is TN0078379. The change of ownership is effective on October 28, 2024. The previous owner of the facility is IRM Utility, INC.

We thank you for your attention to this matter. Please do not hesitate to contact us at msappington@cswrgroup.com or (314) 464-3976 or Isabel Sassen at isassen@cswrgroup.com or (314) 464-3964.

Sincerely,

Central States Water Resources
EHS Compliance Manager

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:

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

Victoria B. Glover, Esq.
Assistant Attorney General
Office of the Tennessee Attorney General
Consumer Advocate Division
P.O. Box 20207
Nashville, TN 37202-0207
Victoria.Glover@ag.tn.gov

This the 27th day of November 2024.



Katherine Barnes