

BUTLER | SNOW

June 26, 2026

VIA ELECTRONIC FILING

Honorable David Jones, Chairman
c/o Ectory Lawless, Docket 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 26, 2026 at 7:40 a.m.

RE: *Joint Application of Limestone Water Utility Operating Company, LLC, Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank for Approval of the Acquisition of and to Operate the Wastewater System of Sunset Cove Condominium HOA of Norris Lake, Inc. and Commercial Bank, and to Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00070*


Dear Chairman Jones:

Attached for filing please find the *Second Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement, Transfer of System, and Certificate of Convenience and Necessity* in the above-captioned matter.

As required, copies will be mailed to your office. Should you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Erik C. Lybeck, Sunset Cove Condo HOA of Norris Lake, Inc.
Gregory Logue, Commercial Bank
Shilina B. Brown, Consumer Advocate Division

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BUTLER SNOW LLP

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

IN RE:)	
)	
JOINT APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC, SUNSET COVE)	
CONDOMINIUM HOA OF NORRIS)	
LAKE, INC. AND COMMERCIAL BANK)	
FOR APPROVAL OF THE)	DOCKET NO. 23-00070
ACQUISITION OF AND TO OPERATE)	
THE WASTEWATER SYSTEM OF)	
SUNSET COVE CONDOMINIUM HOA)	
OF NORRIS LAKE, INC. AND)	
COMMERCIAL BANK AND TO ISSUE)	
A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

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

On September 29, 2025, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its *Order Approving Settlement Agreement, Transfer of System, and Certificate of Convenience and Necessity* (“Order”). In the Order, the Commission approved the *Stipulation and Settlement Agreement* entered into by the Consumer Advocate Division of the Office of the Attorney General (“Consumer Advocate”), Limestone Water Utility Operating Company, LLC (“Limestone”), Sunset Cove Condominium HOA of Norris Lake, Inc. (“Sunset Cove”), and Commercial Bank (“Commercial Bank”).¹ With this report, Limestone is filing the documents referenced below.

¹ *Order Approving Settlement Agreement, Transfer of System, and Certificate of Convenience and Necessity*, p. 14, TPUC Docket No. 23-00070 (Sept. 29, 2025).

Paragraph 24. Copy of Purchase and Sale Agreement with exhibits is hereby attached to this report.

Paragraph 27. Copies of maps and engineering designs for the wastewater systems are hereby attached to this report.

Respectfully submitted,



Melvin J. Malone (BPR #13874)

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Neuhoff Building

1320 Adams Street, Suite 1400

Nashville, TN 37208

Office: (615) 651-6700

Melvin.Malone@butlersnow.com

Attorneys for Limestone Water Utility Operating Company, LLC

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("*Agreement*"), is made and entered into this 22nd day of September, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("*Buyer*"); Commercial Bank, a Tennessee banking corporation ("*Commercial Bank*"); and Sunset Cove Condominium HOA of Norris Lake, Inc., a Tennessee nonprofit corporation ("*HOA*"). Commercial Bank and HOA are collectively "*Seller*". Buyer and Seller are collectively the "*Parties*".

WHEREAS, Seller operates sewer facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Union 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 expertise in the operation of the System, and 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, 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 Union 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 Union 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

G. All assets not described which are located in Union 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 special warranty deed, in a form satisfactory to 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 (the "Title Commitment"). After delivery of said Title 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. 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. 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 reasonable 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 One Dollar (\$1.00) 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 Conditions Precedent set forth herein, 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 Buyer will deliver to Seller the Purchase Price. 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.

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, Good Standing, and Authority of Seller.** Commercial Bank is a Tennessee banking corporation organized, existing, and in good standing under the laws of the state of Tennessee. HOA is a Tennessee nonprofit corporation organized, existing, and in good standing under the laws of the state of Tennessee. The execution and delivery of this Agreement by Seller and the sale of the

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

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.** Deleted.

D. **Title to Properties.** 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, subject only to matters disclosed in the Title Commitment.

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.

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 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 constitutes all of the assets presently owned by the Seller pertaining to the System. 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.

C. **Operation of the System.** Buyer or its affiliated entities have the requisite know how, skill and capitalization to operate the System after the Closing in accordance with State and Federal law.

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.

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;

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, 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.

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

A. All liabilities or obligations of Buyer, 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, after the date of the Closing;

B. Any claim, damage or deficiency that arises after the Closing 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 (it being understood that there shall be no indemnity by the Buyer if the Closing does not occur other than for such claims related to any actual damage done to the Property by the Buyer or its agents);

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials by the Buyer or its affiliates after the date of the Closing;

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

Buyer shall reimburse Seller, on demand, for any payment involuntarily made, required by law to be made,

or with the consent of Buyer made by Seller at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Buyer 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, and thereafter Buyer shall remain liable for all obligations hereunder jointly and severally with its affiliated assignee. 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 (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:

Phone: _____
Facsimile: _____
Email: _____

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 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.

SELLER:

Commercial Bank, a Tennessee banking corporation

By: 

Name: ADAM ROBERTSON

Title: PRESIDENT

Sunset Cove Condominium HOA of Norris Lake, Inc.,
a Tennessee nonprofit corporation


By: _____

Name: _____

Title: _____

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: 

Josiah Cox (Sep 27, 2022 14:18 CDT)
Josiah Cox, President

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

SELLER:

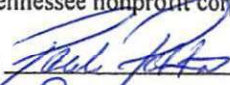
Commercial Bank, a Tennessee banking corporation

By: _____

Name: _____

Title: _____

Sunset Cove Condominium HOA of Norris Lake, Inc.,
a Tennessee nonprofit corporation

By: 

Name: Paula Potter

Title: President

BUYER:

CENTRAL STATES WATER RESOURCES,
INC.

By: 

Josiah Cox, President

EXHIBIT A

Service Area Description

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

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 Union, 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].**

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.

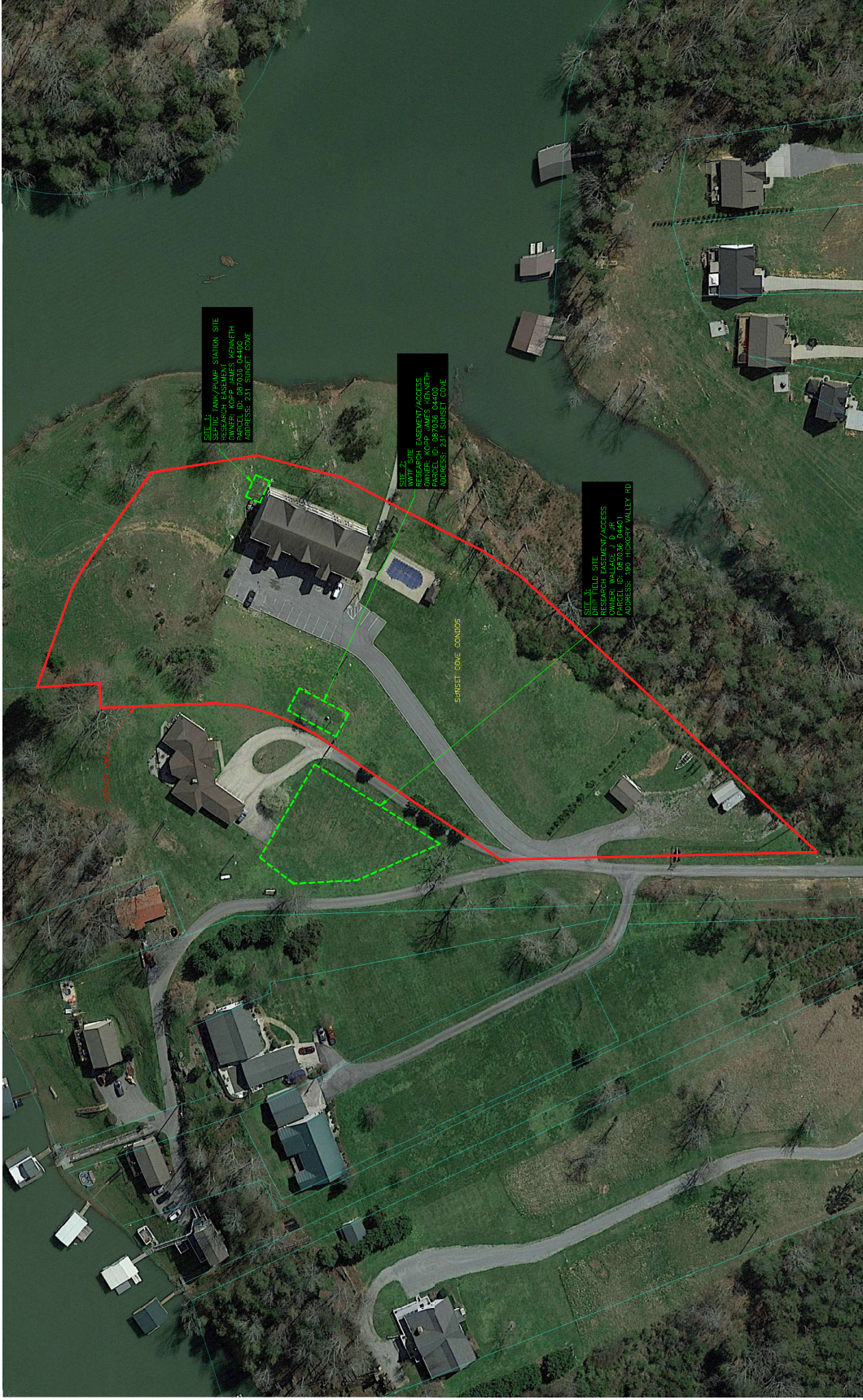
Additional Personal Property

EXHIBIT D

Rights Via Agreements, Contracts, Misc.

[TO BE FINALIZED PRIOR TO CLOSING]

**ROUGH SERVICE AREA MAP (v1)
SUNSET COVE CONDOS
(WASTEWATER)
UNION, TN**



DATE:	8/28/24
PROJECT NO:	2024-14
DRAWN BY:	646
SCALE:	
SHEET NAME:	
SERVICE AREA:	MAP

Utility Note/Disclaimer:
The utilities shown hereon are depicted based on the service area map provided by the system manufacturer. The manufacturer has provided the location of the utilities based on the location of the system. The location of the utilities is approximate and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

SUNSET COVE CONDOMINIUMS PHASE 1

UNION COUNTY, TENNESSEE

AdvanTex FILTER TREATMENT SYSTEM AND DRIP EMITTER FIELD

PARSONS ENGINEERING AND ASSOCIATES
P.O. BOX 498
HARROGATE, TENNESSEE 37033
(615) 899-3824



SOIL SOLUTIONS, Inc.
2415 Old Hickory Hwy.
Brentwood, TN 37026
(615) 894-8977
(615) 894-4722

APPROVED FOR SUBMITTAL

_____ UTILITY DISTRICT

INDEX

- SHEET 2 - SITE OVERVIEW
- SHEET 3 - PHASE 1 TREATMENT SYSTEM DETAIL
- SHEET 4 - DRIPFIELD DETAIL
- SHEET 5 - ADVANTEX DETAILS, TANKS
& PUMPING SYSTEMS
- SHEET 6 - SEPTIC TANKS

SUNSET COVE CONDOMINIUMS
AdvanTex FILTER TREATMENT & DRIP EMITTER SYSTEM

DEVELOPER: CROSSROADS CONSTRUCTION
687 BIG VALLEY ROAD
SHARPS CHAPEL, TN 37866

DESIGN FLOWS:
PHASE 1
12 ONE BEDROOM CONDOMINIUM UNITS
PER UNIT - AVG. 100 GPD/PEAK 115 GPD
TOTAL FLOW - AVG. 1200 GPD/PEAK 1380 GPD

WASTE CONCENTRATIONS
PROJECTED WASTE CONCENTRATIONS ENTERING TREATMENT PLANT FROM COLLECTION SYSTEM
BOD 130 - 150 mg/l
pH 6.6 - 7.0
TSS 30 - 50 mg/l
AMMONIA AS NITROGEN 25 - 30 mg/l

PROJECTED GENERAL PERMIT REQUIREMENTS OF CONCENTRATIONS TO DRIP FIELD FROM TREATMENT PLANT
BOD - 45mg/l
AMMONIA AS NITROGEN - 20 mg/l

GENERAL USAGE STATEMENT:
This plan set is based upon the expected flows and waste strengths listed above for the purpose of serving a 12 one bedroom Condominium Development. Any change in usage that would affect flows or waste strength requires a review by this designer.

"Once a facility is placed into operation, the flows and waste strengths to the facility should be monitored. If flow or any of the influent waste strengths exceed those listed in the design, measures should be taken to reduce these parameters to those listed on the plan set. Otherwise additional treatment capacity and plant expansion will be necessary."

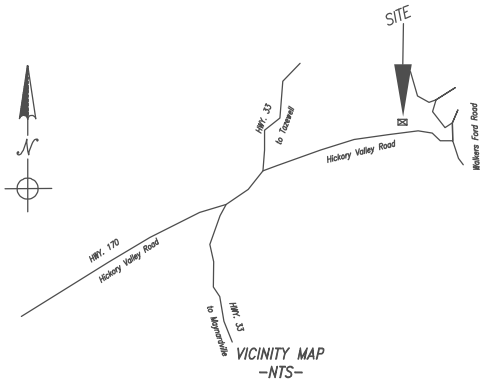
"Do not dispose of toxics or chemicals into system; such as restaurant degreasers and cleansers, wax stripper for linoleum, carpet shampoo and it's waste products, other toxics."

UTILITIES SUCH AS POWER SOURCE, WATER SOURCE (FOR O & M) AND DEDICATED PHONE LINE SHALL BE INSTALLED AND LOCATED AT TIME OF PLANT INSTALLATION.

ALL PUMPS, CONTROL PANELS, SPLITTER VALVES TO BE SIZED AND SUPPLIED BY:
SPECIALIZED OPERATIONS SERVICES, INC.
4095 HIDDEN VALLEY ROAD
CLEVELAND, TN 37312

ALL SOLID LINE TO BE A MINIMUM OF SCH. 40 PVC

ALL PRESSURE LINES MUST CONTAIN PRESSURE FITTINGS.



SUNSET COVE CONDOMINIUMS
PHASE 1

AdvanTex TREATMENT SYSTEM & DRIP EMITTER
DISPOSAL FIELD

MAYNARDVILLE
UNION CO., TENNESSEE

TITLE: TITLE PAGE

DRAWN BY: JRW

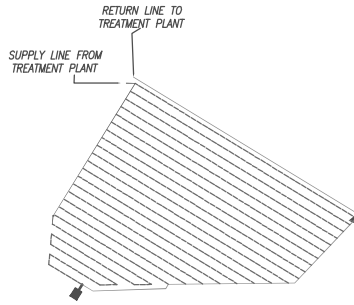
DATE: 01/18/08

REVISED: 08/19/08

SCALE: AS SHOWN

SHEET NO.:
1 OF 6

DRIP FIELD DETAIL PHASE 1



- LEGEND**
- 2" PVC SUPPLY MANIFOLD
 - 2" PVC RETURN MANIFOLD
 - BOWLINE 0.61 DRIP LINES @/ 24" EMITTER SPACING
 - ▲ TYPICAL BLOW-OFF VALVE
 - AIR RELEASE / ANTI-VACUUM VALVE - 1" GUARDIAN (TO BE FIELD LOCATED AND PLACED AT HIGH POINTS)

NOTES:

SUPPLY AND RETURN LINES ARE TO BE LOCATED A MINIMUM OF 12" BELOW AND INSIDE A 6" PVC SLEEVE TO 5' ON EITHER SIDE WHEN CROSSING ANY WATER LINES.

EXISTING WATER LINES, AND/OR ANY OTHER EXISTING UTILITIES LOCATED WITHIN DRIP EMITTER FIELD ZONES OR PLANT LOCATION ARE TO BE RELOCATED TO A MINIMUM DISTANCE OF 15' FROM DRIP EMITTER FIELD ZONES OR PLANT LOCATION.

EXISTING WELL ON SITE NEAR DRIP EMITTER ZONE IS TO BE CLOSED BY A LICENSED WELL DRILLER TO STATE OF TENNESSEE STANDARDS.

PARSONS ENGINEERING AND ASSOCIATES
P.O. BOX 690
HARRIGATE, TENNESSEE 37763
(423) 849-5824



SOIL SOLUTIONS, Inc.
2415 Old Hickory Hwy.
Brentwood, TN 37176
(615) 834-9487
(615) 288-1222

SUNSET COVE CONDOMINIUMS
PHASE 1

AdvantTex TREATMENT SYSTEM & DRIP EMITTER
DISPOSAL FIELD

MAYNARDVILLE
UNION CO., TENNESSEE

TITLE:
DRIP EMITTER FIELD DETAIL
PHASE 1

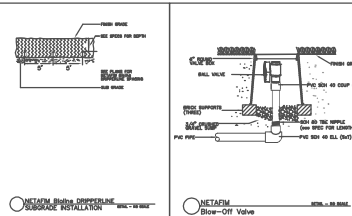
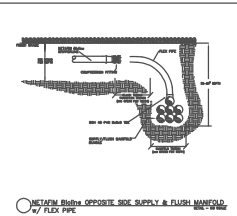
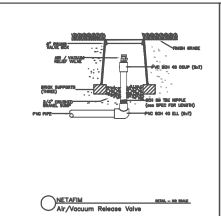
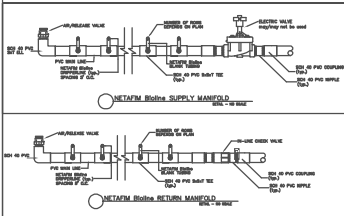
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DATE: 01/18/08

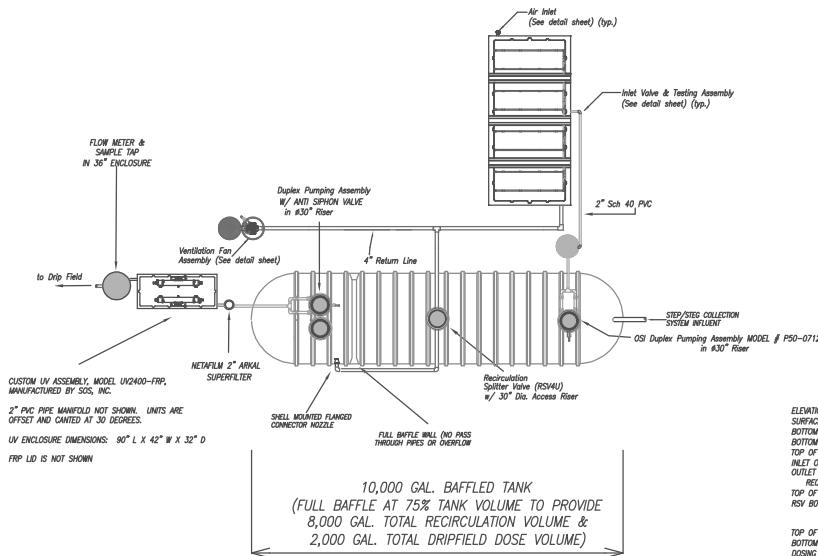
REVISED: 08/19/08

SCALE:
AS SHOWN

SHEET NO.:
3 OF 6



PHASE 1 -SYSTEM COMPONENT SHEET-



CUSTOM UV ASSEMBLY, MODEL UV2400-FRP, MANUFACTURED BY SCS, INC.
 2" PVC PIPE MANIFOLD NOT SHOWN. UNITS ARE OFFSET AND CANTED AT 30 DEGREES.
 UV ENCLOSURE DIMENSIONS: 90" L X 42" W X 32" D
 FRP LID IS NOT SHOWN

ELEVATIONS:	ASSUMED
SURFACE - PLANT SITE	100.00'
BOTTOM OF Advantex MODULES	87.00'
BOTTOM OF RECIRCULATING TANK	87.00'
TOP OF RECIRCULATING TANK	95.00'
INLET OF RECIRCULATING TANK	94.00'
OUTLET FROM RISER OF RECIRCULATING TANK	95.50'
TOP OF RECIRCULATING TANK RISER	100.50'
RSV BODY	96.00'
TOP OF DOSING TANK	95.00'
BOTTOM OF DOSING TANK	87.00'
DOSING TANK INLET	94.50'
OUTLET FROM RISER OF DOSING TANK	94.50'
TOP OF DOSING TANK RISERS	100.50'
BOTTOM OF DISTRIBUTING VALVE	98.00'

ELEVATIONS NOTE:
 ELEVATIONS ARE PROVIDED FOR COMPONENT SIZING ONLY.
 DUE TO THE POTENTIAL OF ENCOUNTERING ROCK DURING TANK INSTALLATION, ALL ELEVATIONS MAY REQUIRE FIELD ADJUSTMENT.

1" = 50'

PARSONS ENGINEERING AND ASSOCIATES
 P.O. BOX 690
 HARROGATE, TENNESSEE 37752
 (423) 869-5624



SOIL SOLUTIONS, Inc.
 3415 Old Hickory Hwy.
 Nashville, TN 37218
 (615) 882-8887
 (615) 989-1729

SUNSET COVE CONDOMINIUMS
 PHASE 1

Advantex TREATMENT SYSTEM & DRIP EMITTER
 DISPOSAL FIELD

MAYNARDVILLE
 UNION CO., TENNESSEE

TITLE:
 SYSTEM COMPONENT DETAIL
 PHASE 1

DRAWN BY: JRW

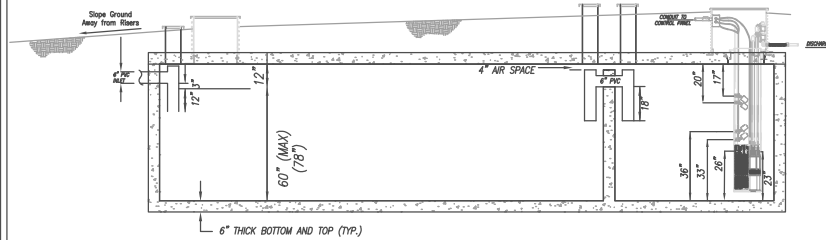
DATE: 01/18/08

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SCALE:
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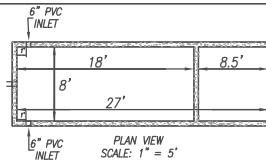
SHEET NO.:
 3 OF 7

8,000 GALLON SEPTIC TANK

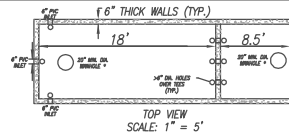


NOTE:
FLOAT SETTINGS SUBJECT TO CHANGE UPON
RECOMMENDATIONS OF OSL

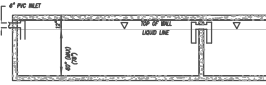
DETAIL A
SEPTIC TANK DESIGN
SCALE: 1" = 2"



PLAN VIEW
SCALE: 1" = 5'



TOP VIEW
SCALE: 1" = 5'



SECTION
SEPTIC TANK DESIGN
SCALE: 1" = 5'

NOTES:

- 1) Liquid depth may not exceed 78".
- 2) Tank must be two(2) compartments.
Partition must be not less than 2/3 nor more than 3/4 the length of the tank from the inlet end.
- 3) Air space equal to at least 20% of the liquid level shall be provided between top of tank (bottom of lid) and the liquid level.
- 4) Cast-in-place septic tanks shall have a minimum wall thickness of six(6) inches and minimum top/bottom thickness of six(6) inches.
- 5) The location of the septic tank shall be selected in accordance with the following minimum distances in feet.

Water supply	50'
Dwellings	5'
Property Lines	10'
Gullies, Ravines, Dry Stream Beds, Natural Drainageways, Sinkholes, Streams, and Cut Banks	15'
Water Lines	10'

PARSONS ENGINEERING AND ASSOCIATES
P.O. BOX 498
HARRIGATE, TENNESSEE 37753
(423) 889-3824



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3415 Old Hickory Hwy.
Memphis, TN 37178
(901) 984-8927
(901) 984-4723

SUNSET COVE CONDOMINIUMS
PHASE 1

AdvantTex TREATMENT SYSTEM & DRIP EMITTER
DISPOSAL FIELD
MAYNARDVILLE
UNION CO., TENNESSEE

TITLE: SEPTIC TANK DETAIL

DRAWN BY: JRW

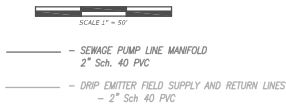
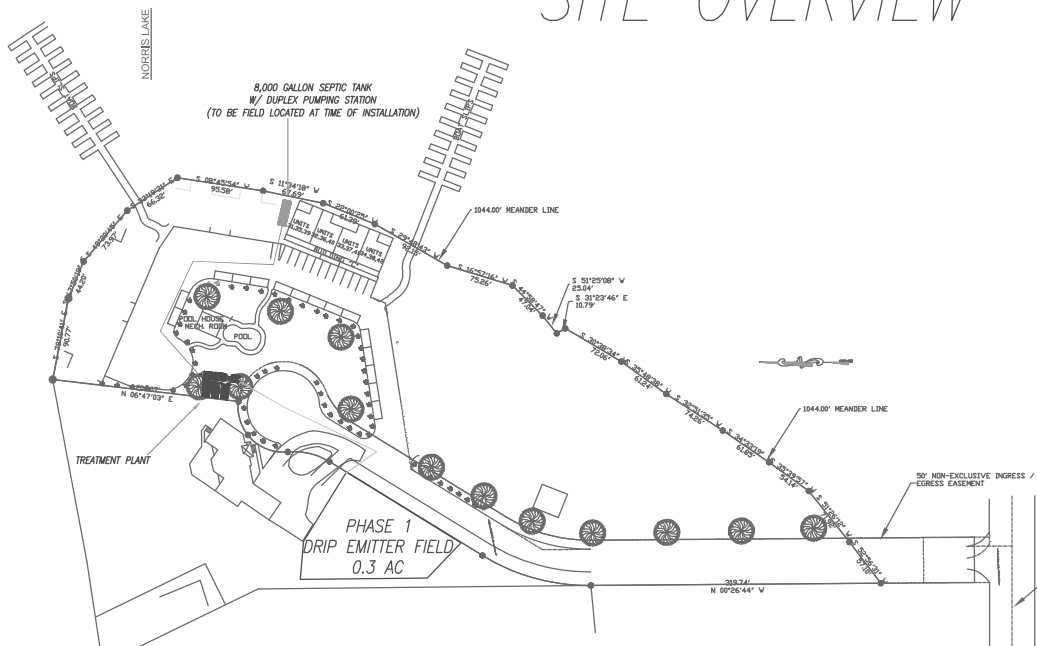
DATE: 01/18/08

REVISED: 08/19/08

SCALE:
AS SHOWN

SHEET NO.:
6 OF 6

SITE OVERVIEW



NOTES:

PHASE 1 CONSIST OF BUILDING C.

SUPPLY AND RETURN LINES ARE TO BE LOCATED A MINIMUM OF 12" BELOW AND INSIDE A 6" PVC SLEEVE TO 5' ON EITHER SIDE WHEN CROSSING ANY WATER LINES.

SITE PLAN PROVIDE BY DEVELOPER, NO SURVEY HAS BEEN CONSTRUCTED BY PARSONS ENGINEERING AND ASSOCIATES OR SOIL SOLUTIONS, INC.

EXISTING WATER LINES, AND/OR ANY OTHER EXISTING UTILITIES LOCATED WITHIN DRIP EMITTER FILED ZONES OR PLANT LOCATION ARE TO BE RELOCATED TO A MINIMUM DISTANCE OF 10' FROM DRIP EMITTER FILED ZONES OR PLANT LOCATION.

EXISTING WELL ON SITE NEAR DRIP EMITTER ZONE IS TO BE CLOSED BY A LICENSED WELL DRILLER TO STATE OF TENNESSEE STANDARDS.

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SUNSET COVE CONDOMINIUMS
PHASE 1

AdvantTex TREATMENT SYSTEM & DRIP EMITTER
DISPOSAL FIELD

MAYNARDVILLE
UNION CO., TENNESSEE

TITLE:
SITE OVERVIEW

DRAWN BY: JRW

DATE: 01/18/08

REVISED: 08/19/08

SCALE:
AS SHOWN

SHEET NO.:
2 OF 6

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.
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Consumer Advocate Division
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Woolf, McClane, Bright, Allen & Carpenter, PLLC
P.O. Box 900
Knoxville, TN 37901-0900
glogue@wmbac.com
Attorney for Commercial Bank

This the 26th day of June 2026.



Melvin J. Malone