

BUTLER | SNOW

June 6, 2025

VIA ELECTRONIC FILING

Electronically Filed in TPUC Docket
Room on June 6, 2025 at 2:32 p.m.

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

RE: *Joint Application of Limestone Water Utility Operating Company, LLC, and Cumberland Basin Wastewater Systems, LLC, for Approval of the Acquisition of and to Operate the Wastewater System of Cumberland Basin Wastewater Systems, LLC, and to Issue a Certificate of Public Convenience and Necessity, TPUC Docket No. 23-00077*


Dear Chairman Jones:

Attached for filing please find *Limestone Water Utility Operating Company, LLC's Report Demonstrating Compliance with Filing Requirements of Order Approving Settlement Agreement and transfer of System, and Granting Certificate of Convenience and Necessity*, in the above-captioned matter.

As required, 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.

Very truly yours,

BUTLER SNOW LLP



Melvin J. Malone

clw

Attachments

cc: Russ Mitten, Limestone Water Utility Operating Company, LLC
Tim Huddleston, Cumberland Basin Wastewater Systems, LLC
Shilina B. Brown, Consumer Advocate Division
Victoria B. Glover, Consumer Advocate Division

*Neuhoff Building
1320 Adams Street, Suite 1400
Nashville, TN 37208*

MELVIN J. MALONE
615.651.6705
melvin.malone@butlersnow.com

*T 615.651.6700
F 615.651.6701
www.butlersnow.com*

BUTLER SNOW LLP

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

IN RE:)	
)	
JOINT APPLICATION OF LIMESTONE)	
WATER UTILITY OPERATING)	
COMPANY, LLC AND CUMBERLAND)	
BASIN WASTEWATER SYSTEMS, LLC)	
FOR APPROVAL OF THE)	DOCKET NO. 23-00077
ACQUISITION OF AND TO OPERATE)	
THE WASTEWATER SYSTEM OF)	
CUMBERLAND BASIN WASTEWATER)	
SYSTEMS, LLC, AND TO ISSUE A)	
CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY)	

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

On January 7, 2025, the Tennessee Public Utility Commission (“Commission” or “TPUC”) issued its Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity (“Order”) in the above-referenced matter.¹ In the Stipulation and Settlement Agreement (“Settlement Agreement”) entered into by Limestone Water Utility Operating Company, LLC (“Limestone”), the Consumer Advocate Division of the Attorney General’s Office (“Consumer Advocate”), and Cumberland Basin Wastewater Systems, LLC (“Cumberland Basin”), Limestone agreed to file a report demonstrating compliance with certain requirements.² Specifically, the filing requirements are outlined in paragraphs 4, 7, 9, 11, 12, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26 and 27 of the Settlement Agreement. With this report, Limestone

¹ *Order Approving Settlement Agreement and Transfer of System, and Granting Certificate of Convenience and Necessity*, p. 12, TPUC Docket No. 23-00077 (Jan. 7, 2025).

² *Stipulation and Settlement Agreement*, pp. 2-6, TPUC Docket No. 23-00077 (Aug. 21, 2024).

is filing the documents referenced below. Limestone will submit any remaining documents as soon as they become available.

Paragraph 23. A copy of the recorded deed(s) for land where Cumberland Basin's facilities are located and copies of recorded easements in Limestone's name for all the land and ownership rights for any and all access to the acquired wastewater system is hereby filed as **Exhibit 1** to this report.

Paragraph 24. 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 2** to this report.

Paragraph 25. A copy of the Assignment of Rights Agreement is hereby filed as **Exhibit 3** to this report.

Paragraph 27. A copy of maps and engineering designs for the wastewater system is hereby filed as **Exhibit 4** to this report.

Respectfully submitted,



Melvin Malone (BPR #13874)
Butler Snow LLP
Neuhoff Building
1320 Adams Street, Suite 1400
Nashville, TN 37208
Office: (615) 651-6700
Melvin.Malone@butlersnow.com

*Counsel for Limestone Water Utility Operating
Company, LLC*

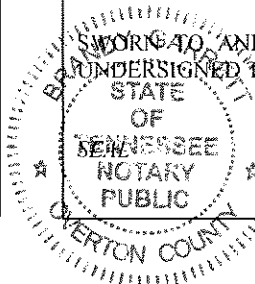
EXHIBIT 1

REGISTER'S USE ONLY:

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$ 50,000.00

Tim H. Dutton
AFFIANT

GRANTOR AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 28 DAY OF April, 2025.



Brandy Lane
NOTARY PUBLIC
COMMISSION EXPIRES: 7-20-26

**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 30th day of April, 2025 between CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company (hereinafter referred to as "GRANTOR") and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (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 Cumberland County, Tennessee.

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

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

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

GRANTOR:

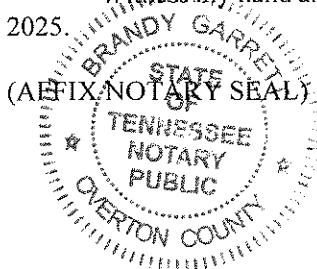
CUMBERLAND BASIN WASTEWATER SYSTEMS,
LLC, a Tennessee limited liability company

By: Tim Huddleston
Tim Huddleston, Sole Member

STATE OF TENNESSEE)
)
COUNTY OF Overton)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared TIM HUDDLESTON, 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 Sole Member of CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 28 day of April,
2025.



Brandy Garret
NOTARY PUBLIC

COMMISSION EXPIRES: 7-20-26

EXHIBIT A

A certain tract or parcel of land in Cumberland County, State of Tennessee, described as follows:

Beginning at the northeast corner to which this is a part of (Map 63, Parcel 048.00), being an iron rod and a common corner to Burton and in the line of Proffitt, thence leaving Proffitt and with Burton, S39-00-10E, 470 feet to a point, thence leaving Burton and with a new severance line, S50-59-50W, 350.00 feet to a point, thence N39-00-10W, 421.15 feet to a point in the line of Proffitt, thence with said line, N31-38-36E, 223.83 feet to an iron rod at a stone, thence N61-16-53E, 141.10 feet to the point of beginning and containing 3.76 acres as by survey of Dion Ault, RLS #2678, dated August 30, 2016.

Being the same property conveyed to Cumberland Basin Wastewater Systems, LLC, a Tennessee limited liability company by Deed from Genesis Village Estates Townhomes, LLC, a Tennessee limited liability company, dated March 5, 2020, filed of record on March 19, 2020, in Book 1572, Page 759, Registers' Office for Cumberland County, Tennessee.

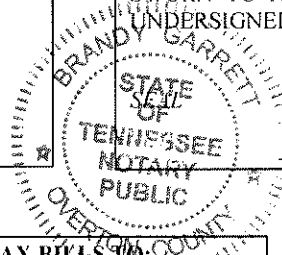
REGISTER'S USE ONLY:

OATH: I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$ 50,000.00

Tim Huddleston
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 28 DAY OF April, 2025.

Brandy Garrett
NOTARY PUBLIC
COMMISSION EXPIRES: 7-20-26



**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 30th day of April, 2025 between CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company (hereinafter referred to as "GRANTOR") and LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company (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 Putnam County, Tennessee.

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

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

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

GRANTOR:

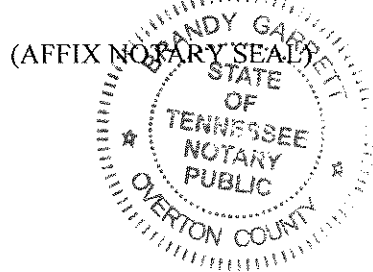
CUMBERLAND BASIN WASTEWATER SYSTEMS,
LLC, a Tennessee limited liability company

By: Tim Huddleston
Tim Huddleston, Sole Member

STATE OF TENNESSEE)
)
COUNTY OF Overton)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared TIM HUDDLESTON, 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 Sole Member of CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 28 day of April, 2025.



Brandy Garrett
NOTARY PUBLIC

COMMISSION EXPIRES: 7-20-26

EXHIBIT A

A certain tract or parcel of land in Putnam County, State of Tennessee, described as follows:

Being Tract "A", entitled as the "Water Reclamation Zone" and consisting of 6.54 acres, as the same appears on plat for The Bluffs at Cumberland Cove Subdivision of record in Plat Cabinet F, Slide 46A, and on a revised plat at Plat Cabinet F, Pages 187A-189 (erroneously referred to as Page 17A in prior Deed), Register's Office for Putnam County, Tennessee.

Being the same property conveyed to Cumberland Basin Wastewater Systems, LLC, a Tennessee limited liability company by Quitclaim Deed dated December 5, 2022, filed of record on December 5, 2022, of record in Record Book 1447, Page 763, Register's Office for Putnam County, Tennessee.

EXHIBIT 2

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("*Agreement*"), is made and entered into this 14th day of February, 2023, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns ("*Buyer*"), and CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC a Tennessee limited liability company 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 areas more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Putnam and Cumberland Counties, Tennessee (hereinafter the "*Systems*"); 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 limited liability company, 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 Systems 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 Systems.

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 sewer systems in the Systems areas depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Putnam and Cumberland Counties, 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 Putnam and Cumberland Counties, Tennessee, and used or held for use in connection with the Systems 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 Systems;

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

G. All assets not described which are located in Putnam and Cumberland Counties, 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 **One Hundred Thousand and 00/100 Dollars (\$100,000.00)** 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 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.

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 limited liability company, 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 Systems 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 Putnam and Cumberland Counties 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 Systems 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, 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 Systems are 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 Systems or any other endeavors of Seller (whether related to the Systems 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.

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, 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 (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:

Tim Huddleston
Cumberland Basin Wastewater Systems, LLC
150 Construction Drive
Livingston, TN
Phone: (931) 403-1000
Facsimile: _____
Email: thuddleston@wocc.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 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:

CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC

By: Tim Huddleston
Tim Huddleston, Member

BUYER:

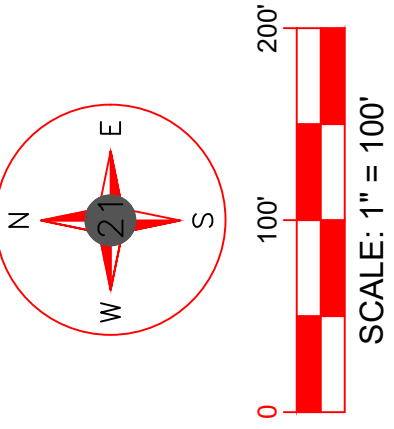
CENTRAL STATES WATER RESOURCES, INC.

By: Josiah Cox
Josiah Cox (Feb 14, 2023 10:41 CST)
Josiah Cox, President

EXHIBIT A

Service Area Description

See attached Service Area Maps & Legal Descriptions



FINAL SERVICE AREA MAP GENESIS VILLAGE ESTATES (WASTEWATER) CUMBERLAND, TN

*ALL PLATS HAVE BEEN ACCOUNTED FOR



SERVICE AREA LEGAL DESCRIPTION
GENESIS VILLAGE
CAMPBELL COUNTY, TN

A parcel of land being located in Cumberland County, Tennessee, and being particularly described as follows:
Beginning at the SE corner of the Townhouses of Genesis Village Estates, thence run along a curve to the left along the northern right-of-way of Genesis Road for 300.02 feet, said curve having a radius of 33108.80 feet, a chord bearing of South 19°30'09" West, and a chord distance of 300.81 feet; thence continuing along said right-of-way run South 16°53'53" West for 326.27 feet; thence North 62°29'40" West for 146.26 feet; thence North 39°17'56" East for 1570.38 feet back to the Point of Beginning.
Said parcel contains 20.1 acres, more or less.

Clearpoint
CONSULTING ENGINEERS, P.A.

MAP LEGEND

UTILITY SERVICE PER RECORD PLAT	---
LOT LINE	---
SUBDIVISION OUTLINE	---
UTILITY AREA SERVICED	---

MAP DISCLAIMER:
This document is a graphic representation of the approximate service area for a utility system. It is solely to provide a visual of the area of the system. This drawing does not constitute a property boundary survey and shall not be used to convey property.

Utility Note Disclaimer:

The utilities shown hereon are depicted based on the original design plans provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location of utilities. The location represents approximate location only and is not intended to be used for construction purposes. The system shown is for informational purposes only and should not be used to interpret encroachment.

DATE:	01/10/25
PROJECT NO:	0512-23
DRAWN BY:	A.M.D.
SCALE:	1"=100'
SHEET NAME:	SERVICE AREA MAP

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090
mo@21designgroup.net
P. 636-432-5029

*ALL PLATS HAVE BEEN



UTILITY EASEMENT PER RECORD PLAT

LOT LINE

SUBDIVISION OUTLINE

UTILITY AREA SERVICED

MAP DISCLAIMER:

The utilities shown hereon are depicted based on the original design plans provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only 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.

DATE:	01/10/25
PROJECT NO:	0512-23
DRAWN BY:	A.M.D.
SCALE:	1"=500'
SHEET NAME:	
SERVICE AREA MAP	

1351 Jefferson, Suite 301
Washington, MO 63090
mail@21designgroup.net
P: 636-432-5029

21
DESIGN
GROUP INC.

Clearpoint
CONSULTING ENGINEERS, P.A.

A parcel of land being located in the Fourth Civil District of Putnam County, Tennessee, and being particularly described as follows:

SERVICE AREA LEGAL DESCRIPTION
THE BLUFFS AT CUMBERLAND COVE
PUTNAM COUNTY, TN

[illegible]

Said parcel contains 215.9 acres, more or less.

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).

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

All interests in land used or useful in operation of the Sewer Systems that service the areas 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. 2302114, issued by Foundation Title & Escrow Series, LLC, as agent for First American Title Insurance Company.

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EXHIBIT C

Personal Property and Equipment

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

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 Systems that service the areas 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 Systems, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer Systems.

Additional Personal Property: N/A

EXHIBIT D

Rights Via Agreements, Contracts, Misc.

NONE

CBWS Sale Agreement

Final Audit Report

2023-02-14

Created:	2023-02-14
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7mAImC5pHY6-TRPdpE3TFRHweKU1MupT

"CBWS Sale Agreement" History






-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)
2023-02-14 - 4:40:31 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature
2023-02-14 - 4:41:07 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)
2023-02-14 - 4:41:29 PM GMT- IP address: 104.47.59.254
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)
Signature Date: 2023-02-14 - 4:41:37 PM GMT - Time Source: server- IP address: 107.122.93.51
-  Agreement completed.
2023-02-14 - 4:41:37 PM GMT



EXHIBIT 3

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

Maximum principal indebtedness for
Tennessee recording tax purposes is
\$0.00

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 30th day of April, 2025 by CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee") (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Cumberland County, Tennessee and described in a General Warranty Deed, Deed Book ____ Page ____, dated on or around today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on or around today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated February 14, 2023, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Cumberland County, Tennessee (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the sewer system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

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

- A. Easements in the System;
- B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the System, including without limitation, the

following:

- a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Cumberland County, Tennessee, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Cumberland County, Tennessee, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CONTAINED THEREIN:
- a. All plats located within the area described on **EXHIBIT A**;
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents, including but not limited to:
 - i. Sewer Treatment and Disposal Easement recorded in **Book 1485, Page 1418** of the land records of Cumberland County, Tennessee on September 28, 2016;

- ii. Sewer Treatment and Disposal Easement recorded in **Book 1485, Page 1510** of the land records of Cumberland County, Tennessee on September 28, 2016; and
- iii. The non-exclusive easements for ingress, egress, access and utilities set forth in Quitclaim Deed recorded in **Book 1572, Page 759** of the land records of Cumberland County, Tennessee on March 19, 2020.

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

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner since construction of the System in 2017.

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

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

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

CUMBERLAND BASIN WASTEWATER
SYSTEMS, LLC, a Tennessee limited liability
company

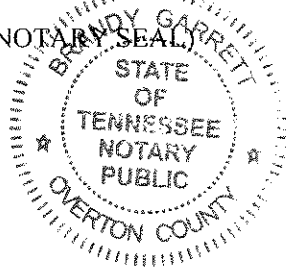
By: Tim Huddleston
Tim Huddleston, Sole Member

STATE OF TENNESSEE)
) SCT.
COUNTY OF Overton)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared TIM HUDDLESTON, 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 Sole Member of CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 28 day of April, 2025.

(AFFIX NOTARY SEAL)



Brandy Garrett
NOTARY PUBLIC

COMMISSION EXPIRES: 7-20-26

ASSIGNEE:

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

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

By: _____
Josiah M. Cox, President

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

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared JOSIAH M. COX, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 14th day of April, 2025.

(AFFIX NOTARY SEAL)

Jasmin Llamas
NOTARY PUBLIC

COMMISSION EXPIRES: 3-1-26

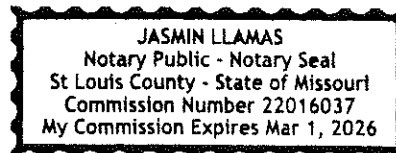


EXHIBIT A

Genesis Village Service Area Description

A parcel of land being located in Cumberland County, Tennessee, and being particularly described as follows:

Beginning at the SE corner of the Townhouses of Genesis Village Estates, thence run along a curve to the left along the northern right-of-way of Genesis Road for 300.92 feet, said curve having a radius of 3308.80 feet, a chord bearing of South 19°30'09" West, and a chord distance of 300.81 feet; thence continuing along said right-of-way run South 16°53'53" West for 326.27 feet; thence leaving said right-of-way run North 38°16'59" West for 1820.72 feet; thence run North 31°56'18" East for 382.87 feet; thence run North 62°04'06" East for 136.29 feet; thence run South 39°17'56" East for 1579.38 feet back to the Point of Beginning.

Said parcel contains 20.1 acres, more or less.

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

Maximum principal indebtedness for
Tennessee recording tax purposes is
\$0.00

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 30th day of April, 2025 by CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee") (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Putnam County, Tennessee and described in a General Warranty Deed, Deed Book ____ Page ____, dated on or around today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on or around today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated February 14, 2023, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Putnam County, Tennessee (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the sewer system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

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

- A. Easements in the System;
- B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the System, including without limitation, the following:

- a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Putnam County, Tennessee, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits of any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Putnam County, Tennessee, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, **BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CONTAINED THEREIN:**
- a. All plats located within the area described on **EXHIBIT A**; and
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner since construction of the System in 2008.

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

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

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

CUMBERLAND BASIN WASTEWATER
SYSTEMS, LLC, a Tennessee limited liability
company

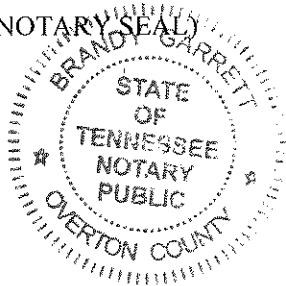
By: Tim Huddleston
Tim Huddleston, Sole Member

STATE OF TENNESSEE)
) SCT.
COUNTY OF Overton)

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared TIM HUDDLESTON, 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 Sole Member of CUMBERLAND BASIN WASTEWATER SYSTEMS, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the corporation by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 28 day of
April, 2025.

(AFFIX NOTARY SEAL)



Brandy Garrett
NOTARY PUBLIC

COMMISSION EXPIRES: 7-20-26

ASSIGNEE:

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

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

By: _____
Josiah M. Cox, President

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

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared JOSIAH M. COX, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 14th day of April, 2025.

(AFFIX NOTARY SEAL)

Jasmin Llamas
NOTARY PUBLIC

COMMISSION EXPIRES: 3-1-26

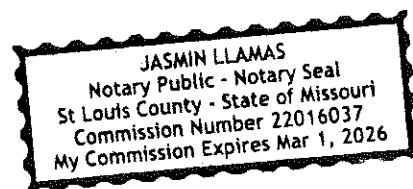


EXHIBIT A

The Bluffs at Cumberland Cove Service Area Description

A parcel of land being located in the Fourth Civil District of Putnam County, Tennessee, and being particularly described as follows:

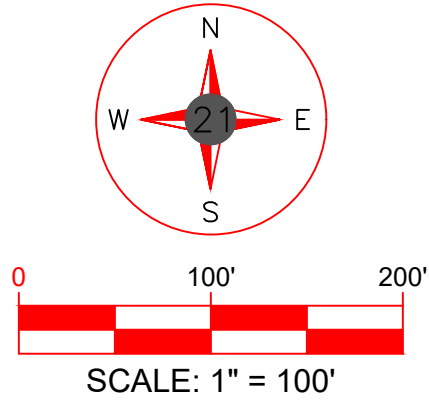
Beginning at the southernmost corner of Lot 49 of Cumberland Cove, Unit 8, Block 69, said point being on the northern right-of-way of Cliff Park Road & Eastridge Pass, thence run South 24° 05' 19" East for 70.00 feet; thence run South 72° 36' 15" West for 54.77 feet; thence run South 10° 42' 14" East for 7.98 feet; thence run South 79° 17' 46" West for 153.63 feet; thence run North 10° 42' 14" West for 7.98 feet; thence along a curve to the left for 164.17 feet, said curve having a radius of 195.00 feet, a chord bearing of S55° 10' 43" West, a chord distance of 159.36 feet; thence run South 31° 20' 37" West for 201.18 feet; thence run South 34° 28' 27" West for 328.95 feet; thence run South 19° 57' 37" West for 61.29 feet; thence run South 26° 30' 18" West for 87.80 feet; thence run South 19° 58' 55" West for 177.20 feet; thence run South 85° 21' 31.21" East for 12.15 feet; thence run South 02° 12' 55" East for 69.12 feet; thence run South 43° 26' 41" East for 122.57 feet; thence run North 76° 40' 48" East for 147.40 feet; thence run South 17° 50' 16" West for 123.23 feet; thence run South 06° 35' 18" West for 140.92 feet; thence run South 07° 59' 18" West for 159.02 feet; thence run South 10° 47' 18" West for 151.32 feet; thence run South 03° 54' 59" West for 154.47 feet; thence run South 33° 14' 10" West for 159.76 feet; thence run South 36° 39' 18" West for 187.82 feet; thence run South 46° 47' 22" West for 152.91 feet; thence run South 17° 49' 27" West for 175.19 feet; thence run South 04° 21' 47" East for 172.60 feet; thence run South 15° 22' 55" West for 196.37 feet; thence run South 23° 02' 18" East for 186.22 feet; thence run South 01° 04' 42" East for 252.23 feet; thence run South 21° 25' 42" East for 275.94 feet; thence run South 10° 45' 14" West for 256.65 feet; thence run South 58° 08' 13" East for 198.40 feet; thence run South 20° 14' 42" East for 229.83 feet; thence run South 15° 42' 42" East for 102.51 feet; thence run South 12° 53' 22" East for 304.51 feet; thence run South 26° 43' 40" East for 71.85 feet; thence run South 35° 19' 49" West for 105.09 feet; thence run South 35° 19' 49" West for 153.94 feet; thence run South 35° 22' 06" West for 154.82 feet; thence run South 30° 20' 30" East for 119.28 feet; thence run South 00° 29' 30" West for 204.41 feet; thence run South 00° 37' 19" West for 94.69 feet; thence run South 03° 17' 46" West for 158.18 feet; thence run South 41° 46' 12" East for 156.36 feet; thence run South 26° 35' 02" West for 188.75 feet; thence run South 33° 39' 13" West for 330.29 feet; thence run South 15° 13' 31" East for 123.40 feet; thence run South 06° 33' 18" West for 300.93 feet; thence run South 27° 07' 18" West for 249.18 feet; thence run South 26° 35' 37" West for 390.31 feet; thence run South 21° 02' 54" West for 35.05 feet; thence run South 31° 39' 18" West for 58.57 feet; thence run South 08° 25' 46" West for 172.02 feet; thence run South 24° 14' 49" West for 196.18 feet; thence run South 45° 50' 35" West for 132.22 feet; thence run South 48° 26' 31" West for 49.09 feet; thence run South 15° 04' 21" West for 55.69 feet; thence run South 29° 57' 40" West for 99.90 feet; thence run South 21° 00' 00" East for 47.01 feet; thence run South 18° 17' 12" West for 154.75 feet; thence run North 58° 57' 25" West for 514.05 feet; thence run North 26° 45' 00" West for 553.80 feet; thence run North 35° 28' 23" West for 252.24 feet; thence run North 21° 30' 20" West for 149.73 feet; thence run North 41° 38' 02" West for 121.83 feet; thence run North 35° 43' 42" West for 187.52 feet; thence run North 78° 12' 30" West for 173.38 feet; thence run North 39° 27' 12" West for 361.94 feet; thence run North 18° 57' 17" East for 581.20 feet; thence run North 61° 06' 24" East for 721.92 feet; thence run North 72° 34' 51" East for 150.37 feet; thence run North 86° 17' 52" East for 224.26 feet; thence run South 04° 31' 08" East for 125.14 feet; thence run South 00° 51' 34" West for 67.69 feet; thence run South 47° 25' 03" East for 46.28 feet; thence run South 04° 12' 19" East for 59.78 feet; thence run South 13° 54' 37" West for 125.44 feet; thence run South 01° 52' 33" East for 184.41 feet to the northern right-of-way of Westridge Trail; thence run in a northeasterly direction along said right-of-way the following calls: run along a curve to the left for 105.71 feet, a radius of 175.00 feet, a chord bearing of N58° 27' 15" East, and a chord distance of 104.11 feet; thence run North 42° 26' 01" East for 84.57 feet; thence along a curve to the left for 116.40 feet, said curve having a radius of 175.00 feet, a chord bearing of N23° 22' 40" East, and a chord distance of 114.27 feet; thence run North 04° 19' 19" East for 103.74 feet; thence leaving said right-of-way, run South 87° 44' 23" West for 144.41 feet; thence run North 07° 22' 49" East for 203.54 feet; thence run North 51° 04' 19" East for 192.26 feet; thence run South 28° 41' 37" East for 141.25 feet to the northern right-of-way of Westridge Trail; thence run North 59° 16' 10" East along said right-of-way for 150.08 feet; thence leaving said right-of-way, run North 28° 41' 37" West for 135.81 feet; thence run South 61° 18' 23" West for 57.53 feet; thence run North 70° 43' 38" West for 40.02 feet; thence run North 50° 53' 10" West for 117.53 feet; thence run South 71° 34' 47" West for 100.76 feet; thence run North 14° 02' 05" West for 202.62 feet; thence run North 60° 59' 27" East for 162.16 feet; thence run North 31° 25' 05" East for 196.45 feet; thence run North 41° 54' 27" East for 62.64 feet; thence run North 63° 53' 35" East for 76.08 feet; thence run South 73° 47' 25" East for 85.38 feet; thence run South 87° 59' 36" East for 48.72 feet; thence run

North 79° 10' 50" East for 77.20 feet; thence run North 05° 17' 34" West for 424.46 feet; thence run North 11° 53' 07" West for 497.25 feet; thence run North 04° 58' 22" West for 181.36 feet; thence run North 9° 13' 41" West for 255.34 feet to the southern right-of-way of Moss Bend Trail; thence run along said right-of-way the following calls: run South 89° 46' 03" West for 93.72 feet; thence run along a curve to the left for 332.70 feet, said curve having a radius of 195.00 feet, a chord bearing of S40° 52' 54" West, and a chord distance of 293.79 feet; thence run South 01° 21' 54" East for 154.34 feet; thence leaving said right-of-way, run South 51° 38' 47" East for 118.87 feet; thence run South 28° 00' 26" East for 324.59 feet; thence run South 59° 01' 39" West for 152.42 feet; thence run South 61° 50' 16" West for 201.92 feet; thence run South 67° 48' 05" West for 203.52 feet; thence run South 89° 58' 13" West for 316.60 feet; thence run North 70° 18' 19" West for 319.68 feet; thence run North 34° 26' 48" West for 313.60 feet; thence run North 07° 19' 41" West for 317.72 feet; thence run South 88° 49' 56" East for 379.92 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way the following calls: run North 03° 37' 42" West for 132.19 feet; thence run along a curve to the left for 54.61 feet, said curve having a radius of 90.00 feet, a chord bearing of N21° 00' 49" West, and a chord distance of 53.78 feet; thence run along a curve to the right for 82.66 feet, said curve having a radius of 50.00 feet, a chord bearing of N08° 58' 22" East, and a chord distance of 73.56 feet; thence run North 03° 21' 52" West for 141.01 feet; thence run North 88° 16' 52" East for 521.51 feet; thence run South 43° 32' 57" East for 258.82 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way on a curve to the right for 52.69 feet, said curve having a radius of 244.98 feet, a chord bearing of N31° 29' 11" East, and a chord distance of 52.59 feet; thence leaving said right-of-way run North 43° 17' 34" West for 203.62 feet; thence run North 03° 02' 35" East for 398.71 feet; thence run North 20° 51' 11" East for 111.33 feet; thence run South 83° 40' 41" East for 471.81 feet to the western right-of-way of Eastridge Pass; thence run in a northerly direction along said right-of-way the following calls: run along a curve to the right for 104.82 feet, said curve having a radius of 50.00 feet, a chord bearing of N11° 59' 04" West, and a chord distance of 86.65 feet; thence run along a curve to the right for 120.11 feet, said curve having a radius of 225.88 feet, a chord bearing of N01° 29' 02" East, and a chord distance of 118.70 feet; thence run North 16° 44' 17" East for 91.07 feet; thence run along a curve to the right for 125.81 feet, said curve having a radius of 226.89 feet, a chord bearing of N29° 59' 15" East, and a chord distance of 124.20 feet; thence run North 45° 52' 18" East for 53.53 feet; thence run along a curve to the left for 62.76 feet, said curve having a radius of 174.99 feet, a chord bearing of N35° 35' 55" East, and a chord distance of 62.42 feet; thence run North 25° 19' 32" East for 183.54 feet; thence leaving said right-of-way run South 87° 15' 51" West for 400.63 feet; thence run North 20° 51' 11" East for 1,651.59 feet; thence run South 57° 23' 06" East for 288.18 feet to the western right-of-way of Eastridge Pass; thence run North 43° 12' 54" East along said right-of-way for 81.22 feet; thence leaving said right-of-way run North 50° 12' 10" West for 473.67 feet; thence run North 04° 11' 21" West for 126.94 feet; thence run North 40° 20' 02" West for 135.93 feet; thence run North 51° 54' 05" West for 211.34 feet; thence run North 49° 38' 33" West for 196.03 feet; thence run North 52° 31' 33" West for 141.82 feet; thence run North 76° 40' 28" West for 215.25 feet; thence run South 86° 37' 47" West for 159.39 feet; thence run North 47° 02' 00" West for 81.01 feet; thence run South 75° 42' 08" West for 215.52 feet; thence run South 50° 29' 34" West for 93.77 feet; thence run South 15° 40' 16" West for 122.17 feet; thence run South 42° 54' 37" West for 44.18 feet; thence run North 40° 34' 31" West for 71.73 feet; thence run South 38° 31' 36" West for 122.38 feet; thence run South 12° 18' 27" West for 95.91 feet; thence run South 30° 25' 22" East for 89.83 feet; thence run South 55° 56' 12" West for 100.84 feet; thence run South 45° 31' 33" West for 209.91 feet; thence run South 18° 33' 27" West for 86.21 feet; thence run South 46° 34' 27" West for 97.41 feet; thence run South 65° 05' 27" West for 87.41 feet; thence run South 77° 41' 50" West for 63.12 feet; thence run North 87° 53' 35" West for 118.30 feet; thence run North 72° 34' 23" West for 181.96 feet; thence run North 08° 41' 51" West for 388.17 feet; thence run North 78° 03' 46" East for 73.75 feet; thence run North 04° 11' 37" East for 88.44 feet; thence run North 86° 36' 41" West for 28.60 feet; thence run North 03° 23' 55" West for 156.90 feet; thence run North 09° 19' 27" East for 124.62 feet; thence run North 10° 22' 33" West for 76.71 feet; thence run North 02° 23' 11" East for 171.89 feet; thence run North 43° 00' 00" East for 58.01 feet; thence run South 80° 57' 12" East for 298.36 feet; thence run North 73° 50' 24" East for 189.52 feet; thence run South 63° 27' 07" East for 107.26 feet; thence run North 85° 36' 45" East for 115.08 feet; thence run South 10° 19' 43" East for 162.47 feet; thence run South 87° 37' 49" East for 71.63 feet; thence run North 68° 05' 54" East for 212.82 feet; thence run North 55° 28' 15" East for 56.45 feet; thence run South 85° 48' 02" East for 115.19 feet; thence run North 72° 57' 17" East for 169.96 feet; thence run North 30° 46' 49" East for 131.51 feet; thence run North 12° 11' 28" West for 70.21 feet; thence run North 18° 20' 39" East for 131.91 feet; thence run North 56° 41' 53" East for 131.61 feet; thence run North 73° 54' 28" East for 115.94 feet; thence run South 64° 24' 20" East for 73.40 feet; thence run South 33° 56' 29" East for 205.80 feet; thence run South 23° 58' 31" East for 53.67 feet; thence run South 03° 02' 00" West for 120.94 feet; thence run South 17° 52' 44" West for 68.31 feet; thence run South 27° 32' 40" East for 145.37 feet; thence run South 03° 59' 57" East for 125.76 feet; thence run South 22° 52' 04" East for 115.55 feet; thence run North 50° 29' 34" East for 498.98 feet; thence run South 43° 09' 31" East for 709.34 feet; thence run South 02° 32' 58" East for 153.30 feet to the

northern right-of-way of Eastridge Pass; thence run in an easterly direction along said right-of-way the following calls: run along a curve to the right for 77.41 feet, said curve having a radius of 255.05 feet, a chord bearing of N70°36'36" East, and a chord distance of 77.11 feet; thence run North 10° 40' 37" West for 7.98 feet; thence run North 79° 19' 23" East for 144.64 feet; thence run South 10° 40' 37" East for 7.98 feet; thence run North 72° 36' 15" East for 38.46 feet back to the Point of Beginning.

Said parcel contains 215.9 acres, more or less.

EXHIBIT 4



*ALL PLATS HAVE BEEN ACCOUNTED FOR

FINAL SERVICE AREA MAP GENESIS VILLAGE ESTATES (WASTEWATER) CUMBERLAND, TN



SERVICE AREA LEGAL DESCRIPTION GENESIS VILLAGE CAMPBELL COUNTY, TN

A parcel of land being located in Cumberland County, Tennessee, and being particularly described as follows:
Beginning at the SE corner of the Townhouses of Genesis Village Estates, thence run along a curve to the left along the northern right-of-way of Genesis Road for 300.92 feet, said curve having a radius of 3308.80 feet, a chord bearing of South 19°30'09" West, and a chord distance of 300.81 feet; thence continuing along said right-of-way run South 16°53'53" West for 326.27 feet; thence leaving said right-of-way run North 38°16'59" West for 1820.72 feet; thence run North 31°56'18" East for 382.87 feet; thence run North 62°04'06" East for 136.29 feet; thence run South 39°17'50" East for 1579.38 feet back to the Point of Beginning.
Said parcel contains 20.1 acres, more or less.

Clearpoint
CONSULTING ENGINEERS, P.A.

MAP LEGEND

UTILITY SERVITUDE PER RECORD PLAT	----
LOT LINE	_____
SUBDIVISION OUTLINE	=====
UTILITY AREA SERVICED	=====

MAP DISCLAIMER:

This document is a graphic representation of the approximate service area for a utility system. It is solely to provide a visual of the area of the system. This drawing does not constitute a property boundary survey and shall not be used to convey property.

Utility Note Disclaimer:

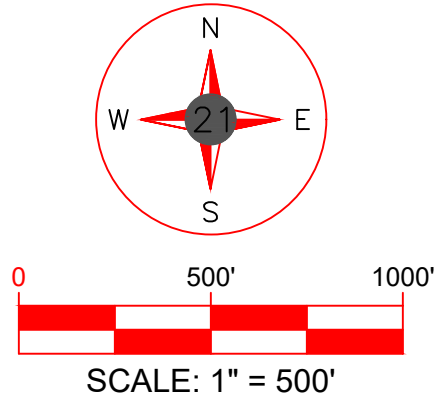
The utilities shown hereon are depicted based on the original design plans provided by the system manager. 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

DATE:	01/10/25
PROJECT NO:	0512-23
DRAWN BY:	A.M.D.
SCALE:	1"=100'
SHEET NAME:	
SERVICE AREA MAP	

**21
DESIGN
GROUP INC.**

1351 Jefferson, Suite 301
Washington, MO 63090

ma@21designgroup.net
P: 636-432-5029



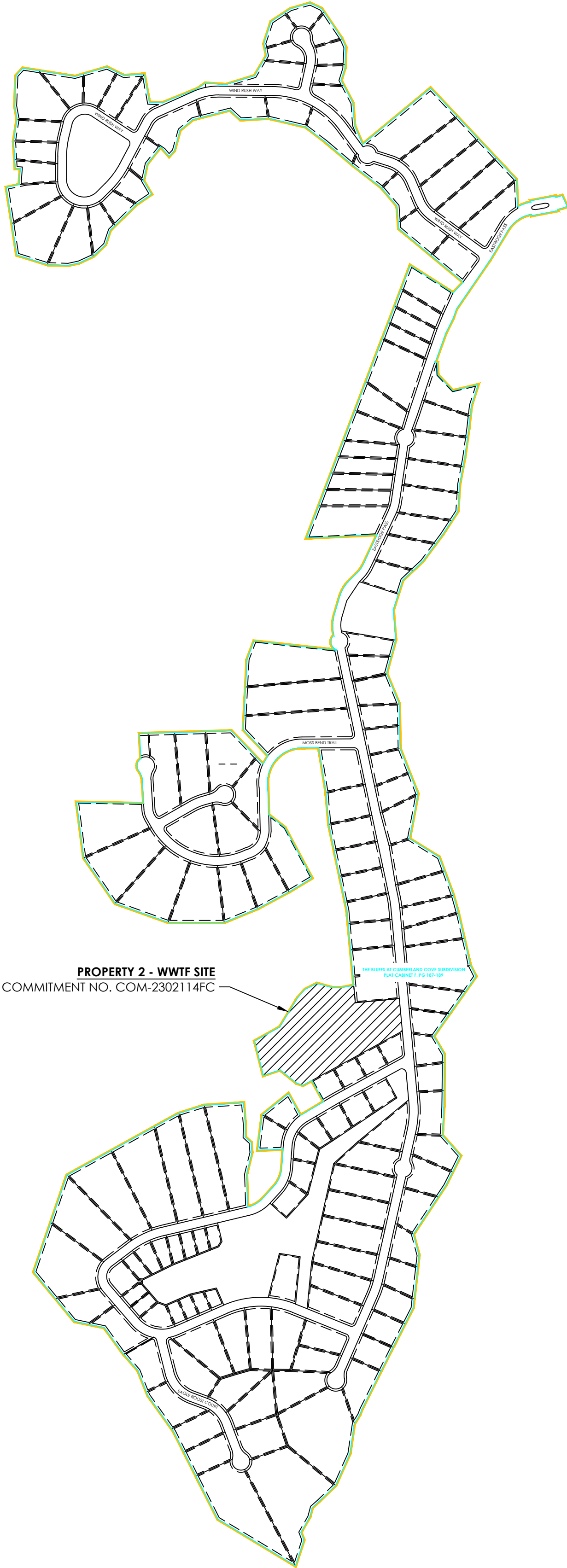
FINAL SERVICE AREA MAP

THE BLUFFS AT CUMBERLAND COVE

(WASTEWATER)

PUTNAM, TN

*ALL PLATS HAVE BEEN ACCOUNTED FOR



SERVICE AREA LEGAL DESCRIPTION

THE BLUFFS AT CUMBERLAND COVE

PUTNAM COUNTY, TN

A parcel of land being located in the Fourth Civil District of Putnam County, Tennessee, and being particularly described as follows:

Beginning at the southernmost corner of Lot 49 of Cumberland Cove, Unit 8, Block 69, said point being on the northern right-of-way of Cliff Park Road & Eastridge Pass, thence run South 24° 05' 19" East for 70.00 feet; thence run South 72° 36' 15" West for 54.77 feet; thence run South 10° 42' 14" East for 7.98 feet; thence run South 79° 17' 46" East for 153.63 feet; thence run North 10° 42' 14" West for 7.98 feet; thence along a curve to the left for 164.17 feet, said curve having a radius of 195.00 feet, a chord bearing of S55° 10' 43" West, a chord distance of 159.36 feet; thence run South 31° 20' 37" West for 201.18 feet; thence run South 34° 28' 27" West for 328.95 feet; thence run South 19° 57' 37" West for 61.29 feet; thence run South 26° 30' 18" West for 87.80 feet; thence run South 19° 58' 55" West for 177.20 feet; thence run South 85° 21' 31.21" East for 12.15 feet; thence run South 02° 12' 55" East for 69.12 feet; thence run South 43° 26' 41" East for 123.57 feet; thence run North 76° 40' 48" East for 147.40 feet; thence run South 17° 50' 16" West for 123.23 feet; thence run South 06° 35' 18" West for 140.92 feet; thence run South 07° 59' 18" West for 159.02 feet; thence run South 10° 47' 18" West for 151.32 feet; thence run South 03° 54' 59" West for 154.47 feet; thence run South 33° 14' 10" West for 159.76 feet; thence run South 36° 39' 18" West for 187.82 feet; thence run South 46° 47' 22" West for 132.91 feet; thence run South 17° 49' 27" West for 175.19 feet; thence run South 04° 21' 47" East for 172.60 feet; thence run South 15° 22' 55" West for 196.37 feet; thence run South 23° 02' 18" East for 186.22 feet; thence run South 01° 04' 42" East for 252.23 feet; thence run South 21° 25' 42" East for 275.94 feet; thence run South 10° 45' 14" West for 256.65 feet; thence run South 58° 08' 13" East for 198.40 feet; thence run South 20° 14' 42" East for 229.83 feet; thence run South 15° 42' 42" East for 102.51 feet; thence run South 12° 53' 22" East for 304.51 feet; thence run South 26° 43' 40" East for 71.85 feet; thence run South 35° 19' 49" West for 105.09 feet; thence run South 35° 19' 49" West for 153.94 feet; thence run South 35° 22' 06" West for 154.82 feet; thence run South 30° 20' 30" East for 119.28 feet; thence run South 00° 29' 30" West for 204.41 feet; thence run South 00° 37' 19" West for 94.69 feet; thence run South 03° 17' 46" West for 158.18 feet; thence run South 41° 46' 12" East for 156.36 feet; thence run South 26° 35' 02" West for 188.75 feet; thence run South 33° 39' 13" West for 330.29 feet; thence run South 15° 13' 31" East for 123.40 feet; thence run South 06° 33' 18" West for 300.93 feet; thence run South 27° 07' 18" West for 249.18 feet; thence run South 26° 35' 37" West for 390.31 feet; thence run South 21° 02' 54" West for 35.05 feet; thence run South 31° 39' 18" West for 58.57 feet; thence run South 08° 35' 46" West for 172.02 feet; thence run South 24° 14' 49" West for 196.18 feet; thence run South 45° 50' 35" West for 132.22 feet; thence run South 48° 26' 31" West for 49.09 feet; thence run South 15° 04' 21" West for 55.69 feet; thence run South 29° 57' 40" West for 99.90 feet; thence run South 21° 00' 00" East for 47.01 feet; thence run South 18° 17' 12" West for 154.75 feet; thence run North 58° 57' 25" West for 514.05 feet; thence run North 26° 45' 00" West for 553.80 feet; thence run North 35° 25' 23" West for 352.24 feet; thence run North 21° 30' 20" West for 149.73 feet; thence run North 41° 38' 02" West for 121.83 feet; thence run North 35° 43' 42" West for 187.52 feet; thence run North 78° 12' 30" West for 173.38 feet; thence run North 39° 27' 12" West for 361.94 feet; thence run North 18° 57' 17" East for 581.20 feet; thence run North 61° 06' 24" East for 721.92 feet; thence run North 72° 34' 71" East for 150.37 feet; thence run North 86° 17' 52" East for 224.26 feet; thence run South 04° 31' 08" East for 125.14 feet; thence run South 00° 51' 34" West for 67.69 feet; thence run South 47° 25' 03" East for 46.28 feet; thence run South 04° 12' 19" East for 59.78 feet; thence run South 13° 54' 37" West for 125.44 feet; thence run South 01° 52' 33" East for 184.41 feet to the northern right-of-way of Westridge Trail, thence run in a northeasterly direction along said right-of-way the following calls: run along a curve to the left for 105.71 feet, a radius of 175.00 feet, a chord bearing of N58° 27' 15" East, and a chord distance of 104.11 feet; thence run North 42° 26' 01" East for 84.57 feet; thence along a curve to the left for 116.40 feet, said curve having a radius of 175.00 feet, a chord bearing of N23° 22' 40" East, and a chord distance of 114.27 feet; thence run North 04° 19' 19" East for 103.74 feet; thence leaving said right-of-way, run South 87° 44' 23" West for 144.41 feet; thence run North 07° 22' 49" East for 203.54 feet; thence run North 51° 04' 19" East for 192.26 feet; thence run South 28° 41' 37" East for 141.25 feet to the northern right-of-way of Westridge Trail, thence run North 59° 16' 10" East along said right-of-way for 150.08 feet; thence leaving said right-of-way, run North 28° 41' 37" West for 135.81 feet; thence run South 61° 18' 23" West for 57.53 feet; thence run North 70° 43' 38" West for 40.02 feet; thence run North 50° 53' 10" West for 117.53 feet; thence run South 71° 34' 47" West for 100.76 feet; thence run North 14° 02' 05" West for 202.62 feet; thence run North 60° 59' 27" East for 162.16 feet; thence run North 31° 25' 05" East for 196.45 feet; thence run North 41° 54' 27" East for 62.64 feet; thence run North 63° 53' 35" East for 76.08 feet; thence run South 73° 47' 25" East for 85.38 feet; thence run South 87° 59' 36" East for 48.72 feet; thence run North 79° 19' 50" East for 77.20 feet; thence run North 05° 17' 34" West for 424.46 feet; thence run North 11° 53' 07" West for 497.25 feet; thence run North 04° 58' 22" West for 181.36 feet; thence run North 9° 13' 41" West for 255.34 feet to the southern right-of-way of Moss Bend Trail, thence run along said right-of-way the following calls: run South 89° 46' 03" West for 93.72 feet; thence run along a curve to the left for 332.70 feet, said curve having a radius of 195.00 feet, a chord bearing of S40° 52' 54" West, and a chord distance of 293.79 feet; thence run South 01° 21' 54" East for 154.34 feet; thence leaving said right-of-way, run South 51° 38' 47" East for 118.87 feet; thence run South 28° 00' 26" East for 324.59 feet; thence run South 59° 01' 39" West for 152.42 feet; thence run South 61° 50' 16" West for 201.92 feet; thence run South 67° 48' 05" West for 203.52 feet; thence run South 89° 58' 13" West for 316.60 feet; thence run North 70° 18' 19" West for 319.68 feet; thence run North 34° 26' 48" West for 313.60 feet; thence run North 07° 19' 41" West for 317.72 feet; thence run South 88° 49' 56" East for 379.92 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way the following calls: run North 03° 37' 42" West for 132.19 feet; thence run along a curve to the left for 54.61 feet, said curve having a radius of 90.00 feet, a chord bearing of N20° 04' 09" West, and a chord distance of 53.78 feet; thence run along a curve to the right for 82.60 feet, said curve having a radius of 50.00 feet, a chord bearing of N08° 58' 22" East, and a chord distance of 73.56 feet; thence run North 03° 21' 52" West for 141.01 feet; thence run North 88° 16' 52" East for 521.51 feet; thence run South 43° 32' 57" East for 258.82 feet to the western right-of-way of Moss Bend Trail; thence run along said right-of-way on a curve to the right for 52.69 feet, said curve having a radius of 244.98 feet, a chord bearing of N31° 29' 11" East, and a chord distance of 52.59 feet; thence leaving said right-of-way run North 43° 17' 34" West for 203.62 feet; thence run North 03° 02' 35" East for 398.71 feet; thence run North 20° 51' 11" East for 111.33 feet; thence run South 83° 40' 41" East for 471.81 feet to the western right-of-way of Eastridge Pass; thence run in a northerly direction along said right-of-way the following calls: run along a curve to the right for 104.82 feet, said curve having a radius of 50.00 feet, a chord bearing of N11° 59' 04" West, and a chord distance of 86.65 feet; thence run along a curve to the right for 120.11 feet, said curve having a radius of 225.88 feet, a chord bearing of N01° 29' 02" East, and a chord distance of 118.70 feet; thence run North 40° 54' 37" West for 44.18 feet; thence run North 40° 34' 31" West for 71.73 feet; thence run South 38° 31' 36" West for 122.38 feet; thence run North 12° 18' 27" West for 95.91 feet; thence run South 30° 25' 22" East for 89.83 feet; thence run South 55° 56' 12" West for 100.84 feet; thence run South 45° 31' 33" West for 209.91 feet; thence run South 18° 33' 27" West for 86.21 feet; thence run South 46° 34' 27" West for 97.41 feet; thence run South 65° 05' 27" West for 87.41 feet; thence run South 77° 41' 50" West for 63.12 feet; thence run North 87° 53' 35" West for 118.30 feet; thence run North 72° 34' 23" West for 181.96 feet; thence run North 08° 41' 51" West for 388.17 feet; thence run North 78° 03' 46" East for 73.75 feet; thence run North 04° 11' 37" East for 88.44 feet; thence run North 86° 36' 41" West for 28.60 feet; thence run North 03° 23' 55" West for 156.90 feet; thence run North 19° 27" East for 124.62 feet; thence run North 10° 22' 33" West for 76.71 feet; thence run North 02° 23' 11" East for 171.89 feet; thence run North 43° 00' 00" East for 58.01 feet; thence run South 80° 57' 12" East for 298.36 feet; thence run North 73° 50' 24" East for 189.52 feet; thence run South 63° 27' 07" East for 107.26 feet; thence run North 85° 36' 45" East for 115.08 feet; thence run South 10° 19' 43" East for 162.47 feet; thence run South 87° 37' 49" East for 71.63 feet; thence run North 68° 05' 44" East for 212.82 feet; thence run North 55° 29' 15" East for 56.45 feet; thence run South 85° 48' 02" East for 115.19 feet; thence run North 72° 57' 17" East for 169.96 feet; thence run North 30° 46' 49" East for 131.51 feet; thence run North 12° 11' 28" West for 70.21 feet; thence run North 18° 20' 39" East for 131.91 feet; thence run North 56° 41' 53" East for 131.61 feet; thence run North 73° 54' 28" East for 115.94 feet; thence run South 64° 24' 20" East for 73.40 feet; thence run South 33° 56' 29" East for 205.80 feet; thence run South 23° 58' 31" East for 53.67 feet; thence run South 03° 02' 00" West for 120.94 feet; thence run South 17° 52' 44" West for 68.31 feet; thence run South 27° 32' 40" East for 145.37 feet; thence run South 03° 59' 57" East for 125.76 feet; thence run South 22° 52' 04" East for 115.55 feet; thence run South 50° 29' 34" East for 498.98 feet; thence run South 43° 09' 31" East for 709.34 feet; thence run South 02° 32' 58" East for 153.30 feet to the northern right-of-way of Eastridge Pass; thence run in an easterly direction along said right-of-way the following calls: run along a curve to the right for 77.41 feet, said curve having a radius of 255.05 feet, a chord bearing of N70° 36' 36" East, and a chord distance of 77.11 feet; thence run North 10° 40' 37" West for 7.98 feet; thence run North 79° 19' 23" East for 144.64 feet; thence run South 10° 40' 37" East for 7.98 feet; thence run North 72° 36' 15" East for 38.46 feet back to the Point of Beginning.

Said parcel contains 215.9 acres, more or less.

Clearpoint
CONSULTING ENGINEERS, P.A.

DATE:	01/10/25
PROJECT NO:	0512-23
DRAWN BY:	A.M.D.
SCALE:	1"=500'
SHEET NAME:	
SERVICE AREA MAP	

21
DESIGN
GROUP INC.

1351 Jefferson, Suite 301
Washington, MO 63090
ma@21designgroup.net
P: 636-432-5029

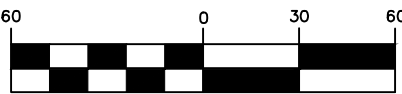
MAP DISCLAIMER:

This document is a graphic representation of the approximate service area for a utility system. It is solely to provide a visual of the area of the system. This drawing does not constitute a property boundary survey and shall not be used to convey property.

Utility Note Disclaimer:

The utilities shown hereon are depicted based on the original design plans provided by the system manager. 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only 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.

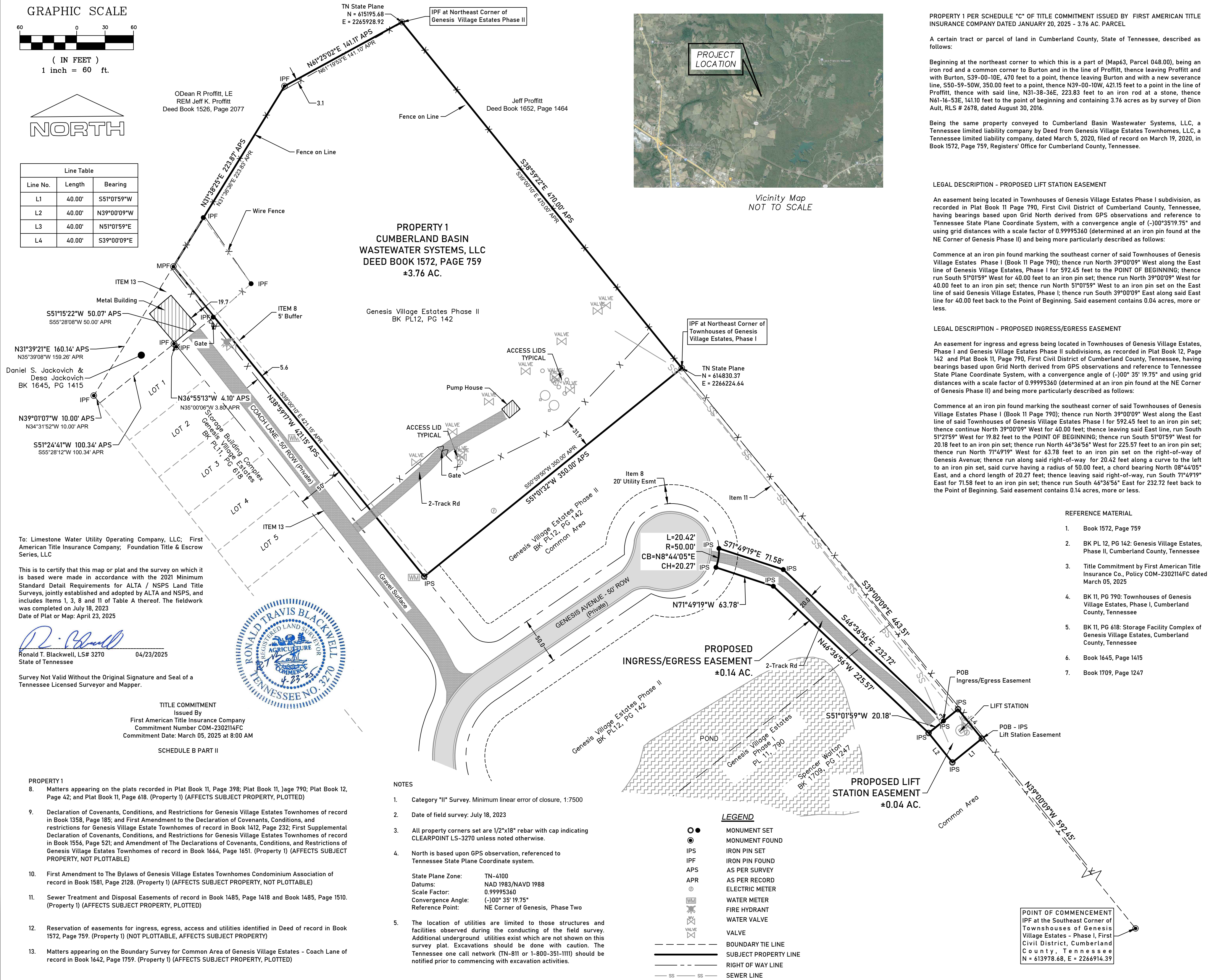
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



Line Table		
Line No.	Length	Bearing
L1	40.00'	S51°01'59"W
L2	40.00'	N39°00'09"W
L3	40.00'	N51°01'59"E
L4	40.00'	S39°00'09"E



NOTES

- Category "II" Survey, Minimum linear error of closure, 1:7500
- Date of field survey: July 18, 2023
- All property corners set are 1/2"x18" rebar with cap indicating LS-3270 unless noted otherwise.
- North is based upon GPS observation, referenced to Tennessee State Plane Coordinate system.

State Plane Zone: TN-4100
Datums: NAD 1983/NAVD 1988
Scale Factor: 0.99995603
Convergence Angle: (-)00° 24' 33.02"
Reference Point: SE Corner of Subject Parcel

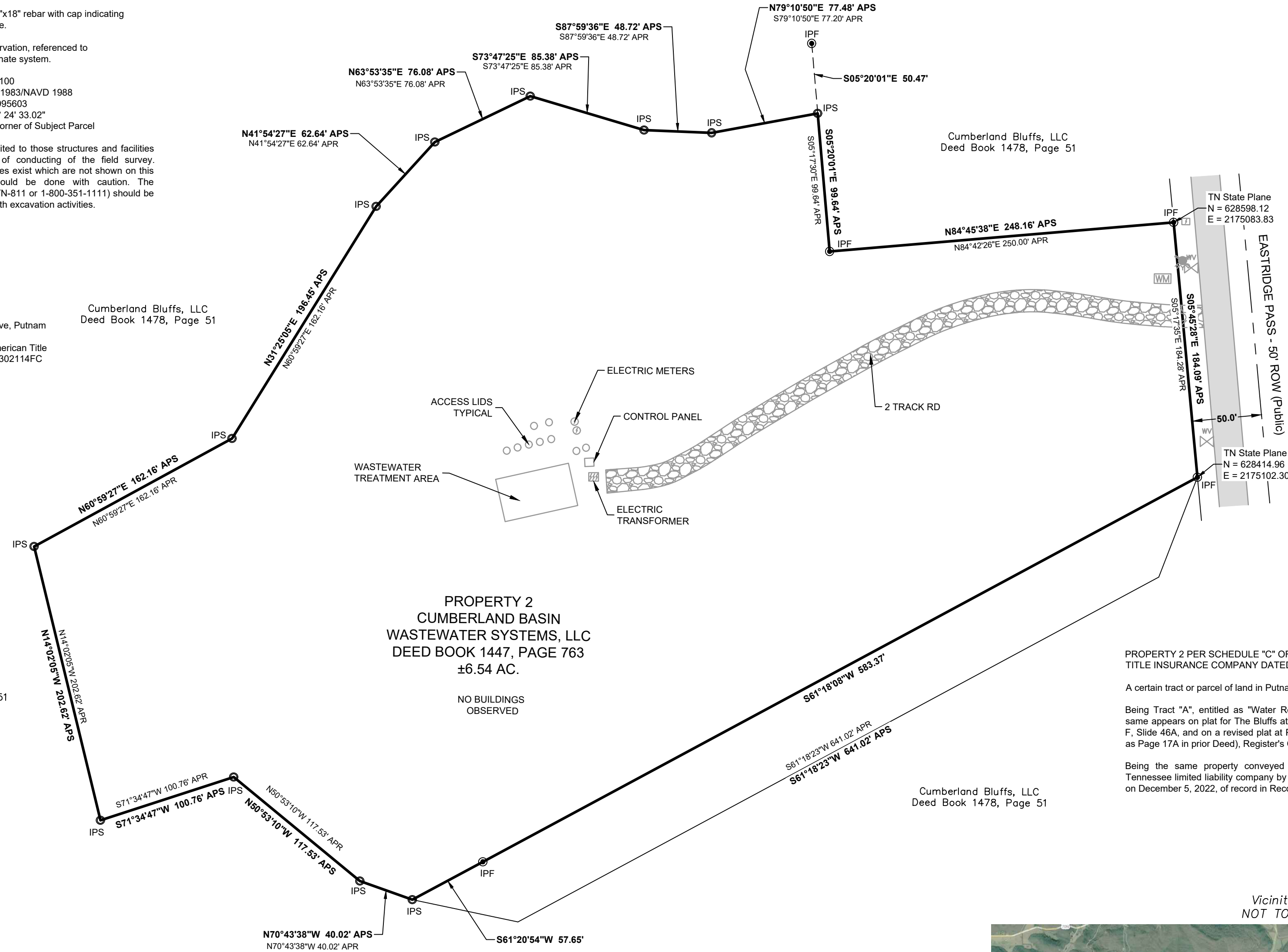
- The location of utilities are limited to those structures and facilities observed during the course of conducting of the field survey. Additional underground utilities exist which are not shown on this survey plat. Excavations should be done with caution. The Tennessee one call network (TN-811 or 1-800-351-1111) should be notified prior to commencing with excavation activities.

REFERENCE MATERIAL

- Book 1447, Page 763
- The Bluffs at Cumberland Cove, Putnam Co., TN
- Title Commitment by First American Title Insurance Co., Policy COM-2302114FC dated March 05, 2025

Cumberland Bluffs, LLC
Deed Book 1478, Page 51

Cumberland Bluffs, LLC
Deed Book 1478, Page 51



TITLE COMMITMENT
Issued By
First American Title Insurance Company
Commitment Number COM-2302114FC
Commitment Date: March 05, 2025, at 8:00 AM

SCHEDULE B PART II

PROPERTY 2

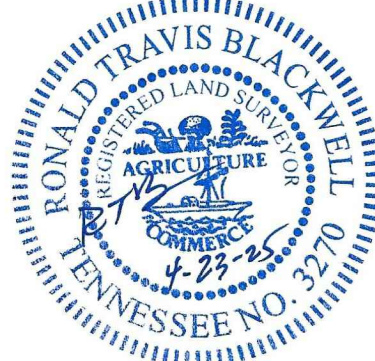
- Matters appearing on the plats recorded in Plat Cabinet F, Slide 44A; Plat Cabinet F, Slide 46A; and Plat Cabinet F, Slides 187A through 189. (Property 2) (AFFECTS SUBJECT PROPERTY)
- DELETED
- Declaration of Covenants and Restrictions for The Bluffs at Cumberland Cove as set forth in Record Book 501, Page 288; and First Amendment to the Declaration of Covenants and Restrictions in Record Book 766, Page 216; and Second Amendment to the Declaration of Covenants and Restrictions for The Bluffs at Cumberland Cove of record in Record Book 1021, Page 41. (Property 2) (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE)
- Articles of Organization for the Bluffs at Cumberland Cove of record in Record Book 384, Page 516. (Property 2) (AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE)
- DELETED

To: Limestone Water Utility Operating Company, LLC; First American Title Insurance Company; Foundation Title & Escrow Series, LLC

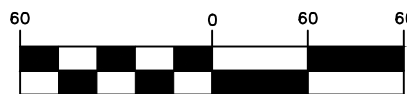
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 3, 8 and 11 of Table A thereof. The fieldwork was completed on July 18, 2023
Date of Plat or Map: April 23, 2025

Ronald T. Blackwell, LS# 3270
State of Tennessee

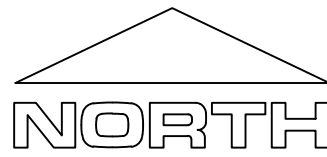
Survey Not Valid Without the Original Signature and Seal of a Tennessee Licensed Surveyor and Mapper.



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.



LEGEND

- MONUMENT SET
- MONUMENT FOUND
- AS PER SURVEY
- AS PER RECORD
- POINT OF BEGINNING
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC BOX
- WATER METER
- WATER VALVE
- BOUNDARY TIE LINE
- SUBJECT PROPERTY LINE
- RIGHT OF WAY LINE

PROPERTY 2 PER SCHEDULE "C" OF TITLE COMMITMENT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 20, 2025

A certain tract or parcel of land in Putnam County, State of Tennessee, described as follows:

Being Tract "A", entitled as "Water Reclamation Zone" and consisting of 6.54 acres, as the same appears on plat for The Bluffs at Cumberland Cove Subdivision of record in Plat Cabinet F, Slide 46A, and on a revised plat at Plat Cabinet F, Pages 187A-189 (erroneously referred to as Page 17A in prior Deed), Register's Office for Putnam County, Tennessee.

Being the same property conveyed to Cumberland Basin Wastewater Systems, LLC, a Tennessee limited liability company by Quitclaim Deed dated December 5, 2022, filed of record on December 5, 2022, of record in Record Book 1447, Page 764.

Vicinity Map
NOT TO SCALE



ALTA / NSPS
LAND TITLE SURVEY

PART OF THE BLUFFS AT
CUMBERLAND COVE
PUTNAM COUNTY, TENNESSEE

SHEET NO.

S1

Sheet Size - 18" x 24"

PREPARED FOR:

21 Design Group

ASCEND
ENGINEERS, LLC
38 May Apple Ave., Hattiesburg, MS 39402
(601) 270-4096

CAD FILE: 8882269.N.W.dwg
CCE PROJ: 88892168
SCALE: 1" = 60'
SURVEYED: July 18, 2023
SURVEYED BY: W. Byrd
DRAWN BY: N. Williams


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 6th day of June 2025.



Melvin J. Malone