

January 22, 2021

Louisiana Public Service Commission
Attn: Terri Bordelon
Galvez Building, 12th Floor
602 N. 5th Street
Baton Rouge, Louisiana 70821
Phone: (225) 342-4999
Toll-free: (800) 256-2397
Fax: (225) 342-2831

2021 JAN 22 PM 1:50
LA PUBLIC SERVICE
COMMISSION

Re: Docket No. S-35732, Magnolia Water Utility
Operating Company, LLC, *ex parte*. In re:
Application for Approval/Non-Opposition to
Transfer Water/Wastewater Systems currently
operated by Acadiana Water & Sewer, Inc. to
Magnolia Water Utility Holding Company

Dear Terri:

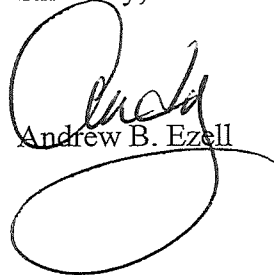
Pursuant to the Conditional Letter of Approval (the "Approval") issued by the Commission on October 1, 2020, in the above-referenced Docket, please accept the following submissions in compliance with certain conditions specified in the Approval:

1. In response to Condition No. 1, please find attached as Exhibit A all signed agreements relating to the transfer of the System, as well as the accounting journal entries used to record the transfer of assets. In accordance with Rule 12.1 of the Commission's Rules of Practice and Procedure, Exhibit A has been designated "Confidential" because it contains information regarding strategies employed in contract negotiations and other competitively sensitive information.
2. In response to Condition No. 2, Magnolia states that there were no amendments to the original purchase agreement.
3. In response to Condition No. 3, Magnolia submits herewith as Exhibit B a copy of the NOC-1 form filed with the Louisiana Department of Environmental Quality ("DEQ") on December 23, 2020, notifying DEQ of the change of ownership and seeking approval of the transfer of the operating permit for the systems. Formal DEQ approval of the transfer of ownership and operating permit has not yet been received, but will be submitted in this Docket upon receipt. A request for change of ownership and transfer of operating permit has been filed with the Louisiana Department of Health ("LDH") and is also attached hereto as Exhibit B. The approval process differs from region to region within LDH. Magnolia is awaiting a reply from LDH as to the procedure in Region 4. Upon receipt of any formal approval from LDH of the transfer of ownership and the operating permit, Magnolia will submit proof of same in this Docket.

4. In response to Condition No. 4, Magnolia herewith submits as Exhibit C proof of the addition of the AWS water and wastewater systems to Magnolia's current performance bond, as required by DEQ.
5. In response to Condition No. 5, Magnolia states that the closing of the contemplated transaction did not occur within sixty (60) days of approval due to the time required to complete due diligence and resolve conditions precedent to closing.
6. In response to Condition No. 6, Magnolia submits herewith revised water and wastewater tariffs for the Garden Heights, Belleville and Village Quest and Markridge Park systems.
7. In response to Condition No. 9, please find attached as Exhibit D the draft notice to customers concerning the transfer of assets and new ownership of the systems.
8. In response to Condition No. 17, Magnolia states that no material capital improvements have been made at this time and that a report regarding the progress of improvement to the AWS systems will be filed within six (6) months of the date of this letter.

Should you have any questions concerning these submissions, or require any additional pertinent information, please do not hesitate to contact me.

Sincerely,



Andrew B. Ezell

CC: Jaclyn Penzo, Esq.
Mr. Thomas Broady
Ms. Robin Pendergrass
Mr. Don Dewald

ACT OF CASH SALE

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UNITED STATES OF AMERICA

**BY: ACADIANA WATER & SEWER, INC.,
JOHN E. POMIER husband of/and
REBECCA ARNAUD POMIER**

VARIOUS STATES

**TO: MAGNOLIA WATER UTILITY
OPERATING COMPANY, LLC**

VARIOUS PARISH/COUNTIES

BE IT KNOWN, that on the dates set forth below, but made effective as of the 21st day of December, 2020, before the undersigned Notaries Public, duly commissioned and qualified in and for the Counties/Parishes and States aforesaid, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

ACADIANA WATER & SEWER, INC. (TIN: xx-xxx7352), a Louisiana corporation, appearing herein through John Pomier, its President, duly authorized pursuant to corporate resolutions, a certified extract of which are annexed hereto, and whose permanent mailing address is 1307 S. Fieldspan, Duson, LA 70529

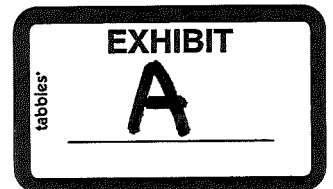
("Acadiana Water")

and

JOHN E. POMIER (SSN: xxx-xx-4607), husband of/and **REBECCA ARNAUD POMIER a.k.a. REBECCA MARIE ARNAUD POMIER** (SSN: xxx-xx-7865), both persons of full age of majority, domiciled and residing in the Parish of Lafayette, State of Louisiana, who declared unto me, Notary, that they have been married but once and then to each other, with whom they are living and residing, and that their mailing address is 1370 Fieldspan Road, Duson, LA 70529.

(together, "Pomiers" and collectively with Acadiana Water, "Seller"),

who declared that Seller does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, without any warranties whatsoever express or implied (other than as to



title), but with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC (TIN: xx-xxx0925), a Louisiana limited liability company having its registered office in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its Manager, Central States Water Resources, Inc., appearing herein through Josiah M. Cox, its President, duly authorized pursuant to Certificate of Authority, a duplicate original of which is annexed hereto, and whose permanent mailing address is 1650 Des Peres Road, Suite 303, St. Louis, MO 63131

(“Purchaser”),

here present, accepting, and purchasing, for Purchaser, Purchaser’s successors, heirs and assigns, and acknowledging due delivery and possession thereof, the properties described on Exhibit A belonging to Acadiana and the properties described on Exhibit B belonging to Pomiers, attached hereto and made part hereof, and all of Seller’s right, title and interest therein (collectively, the “Property”).

TO HAVE AND TO HOLD the Property unto the Purchaser, and Purchaser’s successors, heirs and assigns forever.

This sale is made and accepted for and in total consideration of the price and sum of **ONE HUNDRED AND No/100 (\$100.00) DOLLARS, cash, and other good and valuable consideration**, which Purchaser has well and truly paid, in ready and current money to Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

For TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Seller also hereby conveys and assigns to Purchaser, with full substitution and subrogation, all of Seller’s right, title, and interest in and to (a) any and all consents, authorizations, variances, waivers, licenses, permits, and approvals from any federal, state, parish, municipal, or other governmental or quasi-governmental

agency, department, board, commission, bureau, or other entity or instrumentality relating to the Property, including, without limitation, those relating to environmental, foundation, use, utilities, building, fire, traffic, and zoning, and (b) any and all claims, actions, rights, causes of action, rights of action, and warranties, whether arising in contract, tort, or otherwise, including, but not limited to, environmental claims, actions, rights, causes of action, rights of action, and warranties, that Seller has or may have against any and all persons and entities as a result of any apparent or non-apparent damage to, destruction of, or diminution in value of the Property, or any part thereof, occurring prior to the Closing (collectively, the “Claims”).

It is expressly agreed that, other than as specifically set forth in the Agreement for Sale of Utility System dated July 8, 2020, by and between Seller and Purchaser, as amended, the Property herein conveyed and all improvements and component parts are conveyed by Seller and accepted by Purchaser “**AS IS, WHERE IS**”, without any warranties of any kind (except as to title) such as to the zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser’s full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

All taxes up to and including the taxes due and exigible in 2019 are paid. Taxes for the current year have been prorated between Seller and Purchaser as of the date hereof. In accordance with La. R.S. 9:2721(B), from and after the date of this Act of Cash Sale, (a) the name of the person responsible for all property taxes and assessments is Purchaser, and (b) all property tax and assessment notices should be mailed to the Purchaser’s address at 1650 Des Peres Road, Suite 303, St. Louis, MO 63131.

The parties hereto do hereby waive and dispense with the production of any and all

certificates and/or researches required by law and relieve and release us, Notaries Public, from any and all liability and/or responsibility for the nonproduction thereof. The parties hereto take cognizance of the fact that the undersigned Notaries Public were not requested to and did not prepare this Act, and have not been requested to, nor have they made, a title examination of the subject property and they agree to release and relieve the undersigned Notaries Public from any responsibility and liability in connection therewith.

This Act of Cash Sale may be executed by the parties hereto in several counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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THUS DONE AND PASSED, in multiple original, in the Parish of Lafayette, State of Louisiana, on the 21st day of December, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary.

WITNESSES:

SELLER:

ACADIANA WATER & SEWER, INC.

Christine Albarado
Name: Christine Albarado

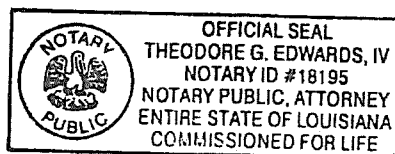
By: John Pomier
John Pomier
Its: President

Kristy P. Hardin
Name: Kristy P. Hardin

John E Pomier
JOHN E. POMIER

Rebecca Arnaud Pomier
REBECCA ARNAUD POMIER

[Signature]
NOTARY PUBLIC



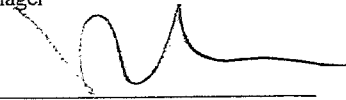
THUS DONE AND PASSED, in multiple original, in the County of St. Louis, State of Missouri, on the 16th day of December, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary.

WITNESSES:


PURCHASER:


MAGNOLIA WATER UTILITY
OPERATING COMPANY, LLC

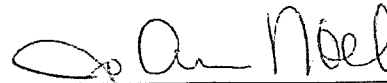
By: Central States Water Resources, Inc.,
its Manager

By: 

By: Josiah M. Cox
Its: President


Name: Madison Wilde


Name: Greg Heiser


NOTARY PUBLIC

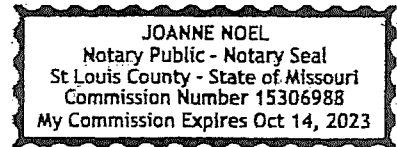


EXHIBIT A
Property Sold by Acadiana

TRACT I
Waste Water Treatment Facility

That certain parcel of ground located in Section 1, T11S, R4E, Southwest Land District, Parish of Lafayette, State of Louisiana, identified as "Sewer Lot 78" on that plat of survey prepared by Aldon A. LeBlanc, P.E., dated August 1, 1982, revised October 1, 1982, said plat recorded as part of Act of Dedication under Entry Number 83-15225, records of Lafayette Parish, Louisiana. Said lot being more particularly described as bounded on the North of said plat by part of lot 76 and lot 77; on the East by Belvadine Marie Menard Trahan or assigns; on the South by Ray LeBlanc or assigns; on the West by Ray LeBlanc or assigns.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being the same property acquired by Acadiana Water & Sewer, Inc. from Garden Water Company, LLC by Act of Cash Sale dated June 27, 2019, recorded in the conveyance records of Lafayette Parish on July 1, 2019 at File No. 2019-000021987.

TRACT II
Water Well

That certain parcel of land, being triangular in shape, located in Section 1, T11S, R4E, Lafayette Parish, Louisiana, in Garden Heights Subdivision and being a portion of Lot 1 of said subdivision, being more particularly described as that triangular identified as "Nimrodell, Inc." on plat of survey prepared by E. Douglas McGee and Associates, Ltd., Consulting Engineer-Land Surveyors, dated September 6, 1984, a copy of said plat being attached to and made part of Entry No. 88-018058 of the records of Lafayette Parish.

And according to ALTA/NSPS Land Title Survey by Balar & Associates, Inc., dated December 18, 2020, Project 19009.560, said property is additionally described as follows:

TRACT II, A Water Well Site, being triangular in shape, being a portion of Lot 1 of the Garden Heights Subdivision, Phase No. 1, located in Section 1, T11S, R4E, Lafayette Parish, Louisiana, and being more particularly described as follows:

Commencing (P.O.C.) at a found 1/2" iron pipe at the Northeast corner of said Lot 1; Thence along the North line of said Lot 1 N89°39'33"W, 69.55' to a set 1/2" iron rod and the Point of Beginning (P.O.B.) of said Tract; Thence leaving said North line, S00°19'06" W, 36.24' to a found 1/4" iron rod on the North line of a 20' Shell Pipeline right-of-way; thence along said North right-of-way, N60°25'56" W 74.22' to a set 1/2" iron rod on the North line of said Lot 1; thence along said North line S89°39'33"E, 64.76' to the Point of Beginning, containing 0.023 acres, more or less.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being the same property acquired by Acadiana Water & Sewer, Inc. from Garden Water Company, LLC by Act of Cash Sale dated June 27, 2019, recorded in the conveyance records of Lafayette Parish on July 1, 2019 at File No. 2019-000021987, as corrected at File No. 2020-0046476.

and

The entire system and plan constructed and installed of that water system and waste water and sewerage disposal system installed and belonging to Seller in Garden Heights Subdivision, Phase I, II and III, Lafayette Parish, Louisiana, including all pipe and pipelines laid in said subdivision,

all attachments and appurtenances to said pipe and pipelines, and all wells, pumps, plans, equipment, engines, machinery, tanks, chemicals, and any and all other equipment, facilities and appurtenances attached to or in any way incidental to the water system and the waste water and sewerage disposal system or their maintenance and operation in Garden Heights Subdivision, Phase I, II and III, including, without limitation, the immovable property described above.

EXHIBIT B
Property Sold by Pomiers

1. VILLAGE OUEST

TRACT I
Sewer Treatment Plant

A certain tract or parcel of land being a **portion of Lot 12 of Village Ouest Subdivision**, located in Section 18, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, and comprising a 40' X 70' tract measuring 40 feet on its North and South sides and 70 feet on its East and West sides, being taken from Northeast Corner of Lot 12, bounded now or formerly on the north by Lot 11, East by Jerry Domingue et al, South and West by remainder of Lot 12.

Being the same property on which is located a lift station and sewage treatment plant.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being a portion of the property acquired by John E. Pomier and Rebecca Arnaud Pomier from Martin James Bienvenu *et al* by Act of Sale dated June 29, 1987, recorded in the conveyance records of Lafayette Parish on June 29, 1987 at File No. 87-012560.

AND

ALL water and sewer pipes and metering equipment which run on the easements in Village Ouest Subdivision.

AND

All of Seller's rights to a servitude and right of passage 15 feet wide over the southernmost and also the easternmost 15 feet of Lot 12.

TRACT II
Lot 12, Village Ouest Subdivision

A certain tract or parcel of land being known as designated as **Lot 12 of Village Ouest Subdivision**,

LESS AND EXCEPT: A 40' X 70' tract measuring 40 feet on its North and South sides and 70 feet on its East and West sides, being taken from Northeast Corner of Lot 12, bounded now or formerly on the north by Lot 11, East by Jerry Domingue et al, South and West by remainder of Lot 12, and being the same property acquired by John Everett Pomier and Rebecca Arnaud Pomier from Martin James Bienvenu and Diane Elizabeth Benoit Bienvenu by cash sale, Act Number 87-21560, Lafayette Parish, Louisiana.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being a portion of the property acquired by John E. Pomier and Rebecca Arnaud Pomier from Martin James Bienvenu *et al* by Act of Donation Inter Vivos dated June 29, 1987, recorded in the conveyance records of Lafayette Parish on June 30, 1987 at File No. 87-021659.

Bearing a municipal address of 112 La Rue Rouge.

TRACT III
Water Well

A certain tract or parcel of land known as **Lot 23 of Village Ouest Subdivision**, located in Section 18, Township 9 South, Range 4 East, Lafayette Parish, Louisiana, being bounded now or formerly on the North by Lot 24, South by Lots 20 and 21, East by La Rue Rouge, and West by Lots 54, 55, and 56, all of said Subdivision.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being a portion of the property acquired by John E. Pomier and Rebecca Arnaud Pomier from Martin James Bienvenu *et al* by Act of Sale dated June 29, 1987, recorded in the conveyance records of Lafayette Parish on June 29, 1987 at File No. 87-012560.

Bearing a municipal address of 105 La Rue Rouge.

2. **BELLE VILLE**

TRACT I
Sewer Treatment Plant

Lots 102 and 103, Belle Ville Subdivision, Phase II, Lafayette Parish, Louisiana, as per plat of survey by Edmond E. Dupre, Jr. surveyor, dated June 4, 1979, and last revised on January 14, 1980, a copy of which is recorded on March 5, 1980, as Original No. 80-005216, Official Records of the Clerk of Court for Lafayette Parish, Louisiana, and as such lots are further shown on plat of survey for Belle Ville Subdivision Phase II by Edmond E. Dupre, Jr., Land Surveyor dated May 14, 1982, a copy of which is recorded on November 5, 1982 as Original No. 82-030788, Official Records of the Clerk of Court for Lafayette Parish, Louisiana.

Together with all of the buildings and improvements thereon, and all the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

Being a portion of the property acquired by John E. Pomier and Rebecca Arnaud Pomier from the Sheriff the Parish of Lafayette / Jevese M. Lafleur by Sheriff's Deed dated January 9, 1991, recorded in the conveyance records of Lafayette Parish on February 7, 1991 at File No. 91-00471.

Bearing a municipal address of 1003 S. Fieldspan Road, Duson, LA 70529.

3. **MARK RIDGE PARK**

That certain parcel of ground with improvements thereon and thereunto belonging or in anywise appertaining, situated in the Parish of Lafayette, State of Louisiana, United States of America, in Acadiana, which property is known as designated as the **Balance or Remainder of Lot 287 and all of Lot 288, Markridge Park, Extension III**, in accordance with a plat of survey of said property of record in the office of the Clerk of Court, Lafayette Parish, Louisiana.

Said lots being also described as **Lots 287 and 288, Mark Ridge Park Extension III** as shown on Revised Final Map of Mark Ridge Park Extension III dated September 24, 1980, last revised July 30, 1983, approved by the Lafayette Parish Planning Commission on August 9, 1983, recorded with Act of Dedication of Subdivision in the conveyance records of Lafayette Parish on August 5, 1983 at File No. 83-028808.

Together with all of the buildings and improvements thereon, and all the rights, ways,

privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining.

and

Any and all water distribution lines as well as any and all waste water collection lines located in and serving Markridge Park Extension II, Markridge Park Extension III and Markridge Park Extension IV so as to effect a complete transfer of the water and sewer system located in and on the above noted property to Purchaser, as well as any rights of ingress and egress currently belonging to Seller that are necessary to operate and maintain said water distribution lines and waste water collection lines.

Being the same property acquired by John Everett Pomier and Rebecca Arnaud Pomier from AAA Brick Company, Inc. dated October 3, 1989, recorded in the conveyance records of Lafayette Parish on October 3, 1989 at File No. 89-028834.

BILL OF SALE

This BILL OF SALE, effective as of the 21st day of December, 2020, is made by ACADIANA WATER & SEWER, INC., a Louisiana Corporation ("Acadiana Water") and JOHN E. POMIER, husband of/and REBECCA ARNAUD POMIER a.k.a. REBECCA MARIE ARNAUD POMIER and DANA POMIER BOUDREAUX, all persons of full age of majority, domiciled and residing in the Parish of Lafayette, State of Louisiana, (together, "Pomiers" and collectively with Acadiana Water, "Seller"), in favor of MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC, a Louisiana limited liability company ("Buyer").

WHEREAS, Seller and Central States Water Resources, Inc., a Missouri corporation entered into that certain Purchase and Sale Agreement dated July 8, 2020, and assigned to Buyer (the "Purchase Agreement");

WHEREAS, the Purchase Agreement contemplates the sale of certain water and sewer assets of Seller to Buyer, and which by this reference is incorporated herein;

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, free and clear of any and all liens and encumbrances, all of Seller's right, title and interest in and to the "Property," as that term is defined in the Purchase Agreement, which, as more fully described therein, consists of certain assets, both immovable and movable property, used or useful in operation of the sewer systems that service the areas set forth on the following exhibits: **EXHIBIT A (Belle Ville)**, **EXHIBIT B (Garden Heights)**, **EXHIBIT C (Mark Ridge)** and **EXHIBIT D (Village Ouest)**, attached hereto and incorporated herein (collectively the "Property").

TO HAVE AND TO HOLD the Property, with all of the rights and appurtenances thereto belonging, unto Buyer, its successors and assigns, to itself and for its own use and behalf forever.

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Property hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Property and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

AND, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer, the entire right, title and interest in the Property hereby sold, transferred, assigned and conveyed as Buyer shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first set forth above.

ACADIANA WATER & SEWER INC.,
a Louisiana corporation

By: John Pomier
John Pomier, President

John E. Pomier
JOHN E. POMIER

Rebecca Arnaud Pomier
REBECCA ARNAUD POMIER

[Signature]
DANA POMIER BOUDREAUX

EXHIBIT A



Belle Ville – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 26, Township 9 South, Range 3 East, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 152, Belle Ville Subdivision, Phase I (per Plat recorded in File No. 80-005216, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (4) courses:

1. South 87°40'32" East, a distance of 1321.89 feet to a point;
2. South 02°20'31" West, a distance of 1009.98 feet to a point;
3. North 88°24'45" West, a distance of 1328.05 feet to a point;
4. North 02°40'44" East, a distance of 1027.09 feet to the POINT OF BEGINNING, and containing 30.979 acres, more or less.

EXHIBIT B



Garden Heights – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 1, Township 11 South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 49, Garden Heights Subdivision, Phase I (per Plat recorded in File No. 83-00002, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (8) courses:

1. South 89°40'48" East, a distance of 1635.81 feet to a point;
2. South 00°06'13" East, a distance of 299.36 feet to a point;
3. South 89°46'53" East, a distance of 2.84 feet to a point;
4. South 00°06'18" East, a distance of 239.28 feet to a point;
5. North 89°40'48" West, a distance of 1634.58 feet to a point;
6. North 00°30'00" West, a distance of 239.30 feet to a point;
7. North 00°50'00" West, a distance of 60.00 feet to a point;
8. North 00°30'00" West, a distance of 239.38 feet to the POINT OF BEGINNING, and containing 20.217 acres, more or less.

EXHIBIT C



Mark Ridge – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 33, Township 8 South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 255, Mark Ridge Park Extension III, Revised (per Plat recorded in File No. 83-28808, Part 2, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (11) courses:

1. North 08°58'35" East, a distance of 260.52 feet to a point;
2. North 14°12'21" East, a distance of 107.05 feet to a point;
3. North 12°34'11" East, a distance of 50.71 feet to a point;
4. North 25°38'19" East, a distance of 113.80 feet to a point;
5. North 44°45'18" East, a distance of 140.86 feet to a point;
6. North 50°24'10" East, a distance of 69.70 feet to a point;
7. North 53°45'28" East, a distance of 50.83 feet to a point;
8. North 54°03'44" East, a distance of 106.42 feet to a point;
9. South 88°12'20" East, a distance of 322.86 feet to a point;
10. South 02°20'40" West, a distance of 774.56 feet to a point;
11. North 87°13'24" West, a distance of 699.07 feet to the POINT OF BEGINNING, and containing 10.582 acres, more or less.

EXHIBIT D



Village Oust – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 18, Township 9 South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 60, Village Oust Subdivision (per Plat recorded in File No. 79-004770, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (11) courses:

1. North 07°25'36" East, a distance of 1318.73 feet to a point;
2. South 81°59'03" East, a distance of 121.74 feet to a point;
3. South 81°44'10" East, a distance of 433.11 feet to a point;
4. South 07°25'35" West, a distance of 1315.86 feet to a point;
5. North 82°05'14" West, a distance of 554.82 feet to the POINT OF BEGINNING, and containing 16.781 acres, more or less.

ACT OF GENERAL ASSIGNMENT,
AND ASSIGNMENT OF SERVITUDES

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UNITED STATES OF AMERICA
VARIOUS STATES
VARIOUS PARISH/COUNTIES

BY: ACADIANA WATER & SEWER, INC.,
JOHN E. POMIER husband of/and
REBECCA ARNAUD POMIER *et al*

TO: MAGNOLIA WATER UTILITY
OPERATING COMPANY, LLC

BE IT KNOWN, that on the dates set forth below, but made effective as of the 21st day of December, 2020, before the undersigned Notaries Public, duly commissioned and qualified in and for the Counties/Parishes and States aforesaid, and in the presence of the undersigned competent witnesses, personal came and appeared:

ACADIANA WATER & SEWER, INC. (TIN: xx-xxx7352), a Louisiana corporation, appearing herein through John Pomier, its President, duly authorized pursuant to corporate resolutions, a certified extract of which are annexed hereto, and whose permanent mailing address is 1307 S. Fieldspan, Duson, LA 70529

("Acadiana Water")

And

JOHN E. POMIER (SSN: xxx-xx-4607), husband of/and REBECCA ARNAUD POMIER a.k.a. REBECCA MARIE ARNAUD POMIER (SSN: xxx-xx-7865), both persons of full age of majority, domiciled and residing in the Parish of Lafayette, State of Louisiana, who declared unto me, Notary, that they have been married but once and then to each other, with whom they are living and residing, and that their mailing address is 1370 Fieldspan Road, Duson, LA 70529.

And

DANA POMIER BOUDREAUX (SSN: xxx-xx-3449), a person of full age of majority, domiciled and residing in the Parish of Lafayette, State of Louisiana, who declared unto me, Notary, that she has been married but once and then to Kevin Boudreaux, with whom she is living and residing, and that her mailing address is 919 South Fieldspan Road, Lafayette, LA 70529, dealing with her separate and paraphernal property

(together, "Pomiers" and collectively with Acadiana Water, "Assignor"),

and

MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC (TIN: xx-xxx0925), a Louisiana limited liability company having its registered office in the Parish of East Baton Rouge, State of Louisiana, appearing herein through its Manager, Central States Water Resources, Inc., appearing herein through Josiah M. Cox, its President, duly authorized pursuant to Certificate of Authority, a duplicate original of which is annexed hereto, and whose permanent mailing address is 500 Northwest Plaza Drive, Ste. 500, St. Ann, MO 63074 ("Assignee")

Who declared as follows:

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain immovable (real) property located in Lafayette Parish, Louisiana, together with all buildings and improvements located thereon, and Assignor is also transferring to Assignee its interest in certain movable (personal) property relating to the provision of water and sewer service in Lafayette Parish, Louisiana (herein collectively referred to as the "Property"), pursuant to that certain Purchase and Sale Agreement dated July 8, 2020 by and between Assignor, as Seller, and Central States Water Resources, Inc., a Missouri corporation, as Buyer, as amended to, *inter alia*, assign the rights of Central States Water Resources, Inc. to Assignee, 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 certain water and sewer system main lines, appurtenances and other assets pertaining to the provision of water and sewer service in and to the the areas set forth and described on the following exhibits: **EXHIBIT A (Belle Ville)**, **EXHIBIT B (Garden Heights)**, **EXHIBIT C (Mark Ridge)** and **EXHIBIT D (Village Ouest)**, attached hereto and incorporated herein, which together depict the System, as defined in the Purchase Agreement, located in Lafayette Parish, Louisiana, and in the area depicted on the Plats (defined below) set forth hereinbelow.

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main water and sewer lines of the System, as designated above, 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 and to any licenses, permits, leases, contracts and agreements that pertain to the Assets or water and 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 and servitudes in and to the System, including but not limited to the servitudes described hereinbelow (the "Servitudes").

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 and Assignee hereby assumes from Assignor, all of Assignor's right, title and interest in and to all Servitudes in the System.

Assignor hereby represents to and assures Assignee that Assignor, or to the best of Assignor's knowledge and belief, its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of thirty (30) years prior to the date of this Assignment.

Assignor hereby further assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the main lines of the water and sewer system, appurtenances and other assets pertaining to the provision of the water and sewer service in and to the System, including without limitation, the following:

- a) Buildings, easements and servitudes, rights of way, licenses, permits and leases;
- b) Water and sewer service facilities, equipment, valves, meters, lines, plant, manholes and appurtenances;
- 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 Lafayette Parish, Louisiana, and used or held for use in connection with the System;
- d) All assets not described which are located in Lafayette Parish, Louisiana, and used or useful in or to the System.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to all easements and servitudes, streets, rights-of-way, rights to use dedicated easements, 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:

- a) All plats described on **EXHIBITS A, B, C, and D** and as described below ("Plats"):
 - i. Final Plat of Subdivision for Belle Ville Phase I, recorded in the conveyance records of Lafayette Parish on May 5, 1980 at **CIN 1980-005216**;
 - ii. Final Plat of Subdivision for Belle Ville Phase II, recorded in the conveyance records of Lafayette Parish on November 5, 1982 at **CIN 1982-030788**;
 - iii. Final Map of Survey Showing a Resubdivision of Lot 218, Belle Ville Ph. II Creating Lot 218-A & 218-B Belle Ville, Ph. II, recorded in the conveyance records of Lafayette Parish on October 16, 2012 at **CIN 2012-40775**;
 - iv. Final Map of Survey Showing a Partition of Property Belonging to John E. Pomier & Rebecca Marie Pomier Creating New Tracts 1 & 2, recorded in the conveyance records of Lafayette Parish on December 7, 2009 at **CIN 2009-49493**;
 - v. Plat of Garden Heights Subdivision, dated August 18, 1981, revised October 12, 1981, not yet approved by Parish of Lafayette;

- vi. Plat of Garden Heights Subdivision Phase No. 2, dated October 30, 1981, revised December 5, 1981, not yet approved by Parish of Lafayette;
 - vii. Plat of Garden Heights Subdivision Phase No. 2, recorded in the conveyance records of Lafayette Parish on May 21, 1983 at **CIN 1983-15225**;
 - viii. Plat of Garden Heights Subdivision, recorded in the conveyance records of Lafayette Parish on August 16, 1982 at **CIN 1983-000102**;
 - ix. Final Map of a Resubdivision of Lots 7 thru 9 in Garden Heights Subdivision to Single Family Residential, recorded in the conveyance records of Lafayette Parish on January 7, 21985 at **CIN 1985-12310**;
 - x. Final Plat of Mark Ridge Park Subdivision Extension III, recorded in the conveyance records of Lafayette Parish on September 23, 1981 at **CIN 1981-026061**;
 - xi. Revised Final Plat of Mark Ridge Park Subdivision Extension III, recorded in the conveyance records of Lafayette Parish on August 5, 1983 at **CIN 1983-028808**;
 - xii. Final Plat of Village Ouest, recorded in the conveyance records of Lafayette Parish on February 13, 1979 at **CIN 1979-003358**;
 - xiii. Revised Final Plat of Village Ouest, recorded in the conveyance records of Lafayette Parish on March 2, 1979 at **CIN 1979-004770**;
- b) All documents establishing servitudes, easements, or other rights used or useful in operation of the System which affect the area described and/or depicted on **EXHIBITS A, B, C, and D**, and the Plats, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents, and Acts of Sale;

Belle Ville

- c) Restrictions for Belle Ville Subdivision – Phase I, recorded as **Instrument #1980-005217** in the conveyance records of Lafayette Parish, Louisiana on March 5, 1980;
- d) Restrictions for Belle Ville Subdivision – Phase II, recorded as **Instrument #1982-030789** in the conveyance records of Lafayette Parish, Louisiana on November 5, 1982;

Garden Heights

- e) Conveyance by Garden Water Company, LLC, to Acadiana Water & Sewer, Inc., recorded as **Instrument #2019-00021987** in the conveyance records of Lafayette Parish, Louisiana on July 1, 2019, including without limitation, all servitudes and rights of use granted and/or conveyed hereunder;
- f) Act of Dedication of Garden Heights Subdivision, Phase No. 2, recorded as **Instrument #1983-00015225** in the conveyance records of Lafayette Parish, Louisiana on April 28, 1983;
- g) Act of Creating Building Restrictions and Conditions for Garden Heights Subdivision, recorded as **Instrument #1983-000102** in the conveyance records of Lafayette Parish, Louisiana on July 3, 1983;
- h) Amendment to Act of Creating Building Restrictions and Conditions for Garden Heights Subdivision, recorded as **Instrument #1985-012310** in the conveyance records of Lafayette Parish, Louisiana on January 7, 1985;

Mark Ridge

- i) Act of Dedication of Mark Ridge Park Extension III Subdivision, recorded as **Instrument #1981-026061** in the conveyance records of Lafayette Parish, Louisiana on September 23, 1981;

Village Ouest

- j) Conveyance by Martin James Bienvenu and Diane Elizabeth Benoit Bienvenu, to John Everett Pomier and Rebecca Arnaud Pomier, recorded as **Instrument #1987-021659** in the conveyance records of Lafayette Parish, Louisiana on June 30, 1987, including without limitation, all servitudes and rights of use granted and/or conveyed hereunder;
- k) Act of Cash Sale by Martin James Bienvenu and Diane Elizabeth Benoit Bienvenu, to John Everett Pomier and Rebecca Arnaud Pomier, recorded as **Instrument #1987-021560** in the conveyance records of Lafayette Parish, Louisiana on June 29, 1987, including without limitation, all servitudes and rights of use granted and/or conveyed hereunder;
- l) Act of Dedication, recorded as **Instrument #1979-004771** in the conveyance records of Lafayette Parish, Louisiana on March 3, 1979;
- m) Restrictions for Village Ouest Subdivision, recorded as **Instrument #1979-004772** in the conveyance records of Lafayette Parish, Louisiana on March 2, 1979;
- n) Amendment of Restrictions for Village Ouest Subdivision, recorded as **Instrument #2005-00011072** in the conveyance records of Lafayette Parish, Louisiana on March 15, 2005.

Assignor hereby further assigns, conveys, transfers and sets over unto Assignee all of Assignor's rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees. and any rights to collect monthly sums due to unoccupied properties in the described System.

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

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. 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.

5. 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.

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

[SIGNATURE PAGES FOLLOW]

THUS DONE AND PASSED, in multiple original, in the Parish of Lafayette State of Louisiana, on the 21st day of December, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary.

WITNESSES:

ASSIGNOR:

ACADIANA WATER & SEWER, INC.

Christine Albarado
Name: Christine Albarado

By: John Pomier
John Pomier
Its: President

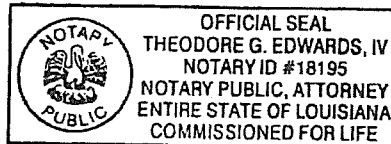
Kristy P. Hardin
Name: Kristy P. Hardin

John E. Pomier
JOHN E. POMIER

Rebecca Arnaud Pomier
REBECCA ARNAUD POMIER

Dana Pomier Boudreaux
DANA POMIER BOUDREAUX

[Signature]
NOTARY PUBLIC



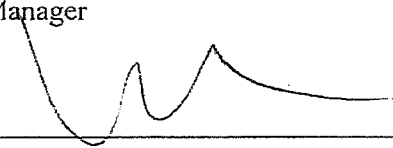
THUS DONE AND PASSED, in multiple original, in the County of St. Louis, State of Missouri, on the 15th day of December, 2020, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearer and me, Notary.

WITNESSES:

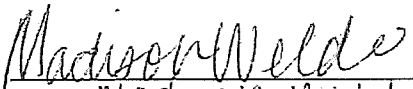
ASSIGNEE:

MAGNOLIA WATER UTILITY
OPERATING COMPANY, LLC


By: Central States Water Resources, Inc.,
its Manager

By: 

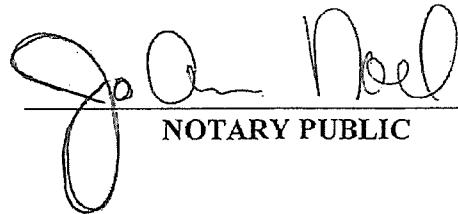
Josiah M. Cox
Its: President



Name: Madison Weide



Name: Greg Hansen



NOTARY PUBLIC

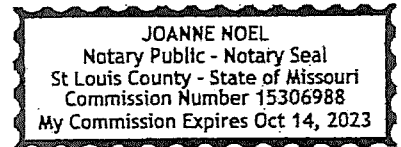


EXHIBIT A



Belle Ville – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 26, Township 9 South, Range 3 East, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 152, Belle Ville Subdivision, Phase I (per Plat recorded in File No. 80-005216, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (4) courses:

1. South 87°40'32" East, a distance of 1321.89 feet to a point;
2. South 02°20'31" West, a distance of 1009.98 feet to a point;
3. North 88°24'45" West, a distance of 1328.05 feet to a point;
4. North 02°40'44" East, a distance of 1027.09 feet to the POINT OF BEGINNING, and containing 30.979 acres, more or less.

EXHIBIT B



Garden Heights – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 1, Township 11.South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 49, Garden Heights Subdivision, Phase I (per Plat recorded in File No. 83-00002, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (8) courses:

1. South 89°40'48" East, a distance of 1635.81 feet to a point;
2. South 00°06'13" East, a distance of 299.36 feet to a point;
3. South 89°46'53" East, a distance of 2.84 feet to a point;
4. South 00°06'18" East, a distance of 239.28 feet to a point;
5. North 89°40'48" West, a distance of 1634.58 feet to a point;
6. North 00°30'00" West, a distance of 239.30 feet to a point;
7. North 00°50'00" West, a distance of 60.00 feet to a point;
8. North 00°30'00" West, a distance of 239.38 feet to the POINT OF BEGINNING, and containing 20.217 acres, more or less.

EXHIBIT C



Mark Ridge – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 33, Township 8 South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 255, Mark Ridge Park Extension III, Revised (per Plat recorded in File No. 83-28808, Part 2, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (11) courses:

1. North 08°58'35" East, a distance of 260.52 feet to a point;
2. North 14°12'21" East, a distance of 107.05 feet to a point;
3. North 12°34'11" East, a distance of 50.71 feet to a point;
4. North 25°38'19" East, a distance of 113.80 feet to a point;
5. North 44°45'18" East, a distance of 140.86 feet to a point;
6. North 50°24'10" East, a distance of 69.70 feet to a point;
7. North 53°45'28" East, a distance of 50.83 feet to a point;
8. North 54°03'44" East, a distance of 106.42 feet to a point;
9. South 88°12'20" East, a distance of 322.86 feet to a point;
10. South 02°20'40" West, a distance of 774.56 feet to a point;
11. North 87°13'24" West, a distance of 699.07 feet to the POINT OF BEGINNING, and containing 10.582 acres, more or less.

EXHIBIT D



Village Ouest – Acadiana Water & Sewer, Inc., Service Area Description:

The area served is part of Lafayette Parish, Louisiana, located in Section 18, Township 9 South, Range 4 East, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 60, Village Ouest Subdivision (per Plat recorded in File No. 79-004770, of the Records of the Clerk of Court for Lafayette Parish, Louisiana);

Thence the following (11) courses:

1. North 07°25'36" East, a distance of 1318.73 feet to a point;
2. South 81°59'03" East, a distance of 121.74 feet to a point;
3. South 81°44'10" East, a distance of 433.11 feet to a point;
4. South 07°25'35" West, a distance of 1315.86 feet to a point;
5. North 82°05'14" West, a distance of 554.82 feet to the POINT OF BEGINNING, and containing 16.781 acres, more or less.

Magnolia Water Utility Operating Company
Purchase/Acquisition Assets

System: Acadiana

Date of LA Annual Report Used 12/31/2019
In-Service Date 12/23/2020
Fees/Land Rights at Closing 5,499.82

Acct Name	Acct #	Plant Balance	Dep Yrs	AccDep-12/31/2019	2020 Dep	AccDep-12/23/2020	NBV-12/23/2020
Treatment Plant	380,000	177,456.00		142,928.00	13,544.17	156,472.17	20,983.83
Other Misc Sewer Equipment	389,000	50,541.00		50,541.00	0.00	50,541.00	0.00

Total 227,997.00 193,469.00 13,544.17 207,013.17 20,983.83

Journal Entry to transfer In-Service assets post acquisition

Acct Name	Acct #	Debit	Credit	Note
Utility Plant Purchased	100,500-03-011		215,414.72	Total closing costs
Land Rights	353,000,03-011	5,499.82		Per closing
Treatment Plant	380,000-03-011	177,456.00		2019 Annual Report
Other Sewer Equipment	389,000-03-011	50,541.00		2019 Annual Report
Acc Depreciation	108,000,03-011		207,013.17	Forward from 2019 Annual Report
Land Rights	353,000,03-011	96,111.28		Pro rata from appraisal
Land Rights	353,000,03-011	92,819.79		Pro rata from appraisal
		422,427.89	422,427.89	

Land Appraisal - Pro Rated to Purchase Price	
Appraised Value	Book Value
Sevitude	146,000.00
Property-Fee Simpli	141,000.00
	287,000.00
	96,111.28
	92,819.79
	188,931.07



**LOUISIANA
NOTIFICATION OF CHANGE FORM (NOC-1)
FOR
COMPANY NAME CHANGES, FACILITY NAME CHANGES, PERMIT TRANSFERS,
OWNERSHIP CHANGES, AND/OR OPERATOR CHANGES (FOR ALL MEDIA)**

Instructions and requirements for NOC-1 Form are located on Page 5.

NOTIFICATION OF:

<input checked="" type="checkbox"/> Permit Transfer	Date of Transfer <u>12/23/20</u>	<input type="checkbox"/> Company Name Change	Date of Change <u>N/A</u>
<input checked="" type="checkbox"/> Ownership Change	Date of Change <u>12/23/20</u>	<input type="checkbox"/> Facility Name Change	Date of Change <u>N/A</u>
<input checked="" type="checkbox"/> Operator Change	Date of Change <u>12/23/20</u>		

SITE INFORMATION

Agency Interest (AI) # See attached Table

Facility Name See attached Table

Location (use 911 address if applicable) See attached Table

City See attached Table Parish See attached Table

PERMIT INFORMATION

Please list all permit numbers regarding this facility (attach another page if necessary).

Air N/A Solid Waste N/A

Water See attached Table Hazardous Waste N/A

Biosolids N/A

Are all permits for this AI # being transferred? Yes No *(If No, attach explanation)*

FOR COMPANY NAME CHANGE

New Company Name N/A

Previous Company Name N/A

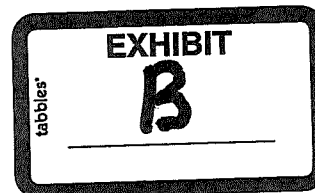
Contact Name N/A

Contact Phone N/A

Email N/A

Mailing Address N/A

City N/A State N/A Zip N/A



FOR FACILITY NAME CHANGE

Previous Facility Name N/A

New Facility Name N/A

FOR PERMIT TRANSFERS, OWNERSHIP CHANGES, OR OPERATOR CHANGES

PREVIOUS INFORMATION

Previous Name Acadiana Water & Sewer, Inc.

Previous Contact Name John Pomier

Previous Contact Phone 337-654-6514

Previous Email Jep19601@yahoo.com

Previous Mailing Address 1370 Fieldspan Road

City Duson State LA Zip 70529

NEW INFORMATION

New Name Magnolia Water Utility Operating Company, LLC

New Contact Name Alica (Ali) Alexander

New Contact Phone 314-380-8533

New Email aalexander@cswrgroup.com

New Mailing Address 1650 Des Peres Rd., Suite 303

City St. Louis State MO Zip 63131

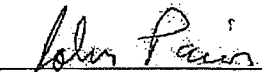
RESPONSIBILITY FOR EXISTING VIOLATIONS

Identify the party who will be responsible for all violations existing prior to the transfer including any potential fines for such past violations and for all outstanding fees and assessed penalties existing prior to the transfer of the permit:

Name Acadiana Water & Sewer, Inc.

Address 1370 Fieldspan Road

City Duson State LA Zip 70529

Signature of Previous Permit Holder  Date 12/21/2020

Printed/Typed Name and Title John Pomier, Owner

Signature of New Permit Holder _____ Date _____

Printed/Typed Name and Title Josiah Cox/ President and CEO

FOR FACILITY NAME CHANGE

Previous Facility Name N/A

New Facility Name N/A

FOR PERMIT TRANSFERS, OWNERSHIP CHANGES, OR OPERATOR CHANGES

PREVIOUS INFORMATION

Previous Name Acadiana Water & Sewer, Inc.

Previous Contact Name John Pomier

Previous Contact Phone 337-654-6514

Previous Email Jep19601@yahoo.com

Previous Mailing Address 1370 Fieldspan Road

City Duson State LA Zip 70529

NEW INFORMATION

New Name Magnolia Water Utility Operating Company, LLC

New Contact Name Alica (Ali) Alexander

New Contact Phone 314-380-8533

New Email aalexander@cswrgroup.com

New Mailing Address 1650 Des Peres Rd., Suite 303

City St. Louis State MO Zip 63131

RESPONSIBILITY FOR EXISTING VIOLATIONS

Identify the party who will be responsible for all violations existing prior to the transfer including any potential fines for such past violations and for all outstanding fees and assessed penalties existing prior to the transfer of the permit:


Name Acadiana Water & Sewer, Inc.

Address 1370 Fieldspan Road

City Duson State LA Zip 70529

Signature of Previous Permit Holder _____ Date _____

Printed/Typed Name and Title John Pomier, Owner

Signature of New Permit Holder  _____ Date 12/21/2020

Printed/Typed Name and Title Josiah Cox/ President and CEO

ADDENDUM TO PERMIT APPLICATIONS per LAC 33:1.1701

1. Does the company or owner have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying in Louisiana or other states? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.) Yes No

If yes, list permits and other states below or attach another page if more space is needed.

Missouri, Arkansas, Kentucky, Texas

2. Do you owe any outstanding fees or final penalties to the Department? Yes No

If yes, explain below or attach another page if more space is needed.

3. Is your company a corporation or limited liability company? Yes No

If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Louisiana Secretary of State.

PERMIT LIABILITY TRANSFER AGREEMENT

Previous Business Entity Known As Acadiana Water & Sewer , Inc.

Previous Facility Name See attached Table

Previous Mailing Address 1370 Fieldspan Road

City Duson State LA Zip 70529

Presently covered under permit(s): See attached Table

Relinquishes and transfers liability, responsibility, and coverage for the permit(s) to:

New Business Entity Known As Magnolia Water Utility Operating Company, LLC

New Facility Name See attached Table

New Mailing Address 1650 Des Peres Rd., Suite 303

City St. Louis State MO Zip 63131

Who accepts all responsibility, coverage, and liability pertaining to permit(s) listed above upon effective transfer occurring on:

Effective date of transfer 12/23/20

FINANCIAL ASSURANCE per LAC 33:1.1909.C

For Biosolids, Hazardous Waste, Solid Waste, and Water permits (regulated by the Public Service Commission) proof of financial assurance must be provided to LDEQ.

Does the Louisiana Public Service Commission regulate this facility? Yes No

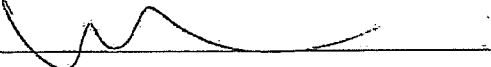
CERTIFICATION

I, the undersigned certify, under provisions in Louisiana and United States law which provide criminal penalties for false statements, that to the best of my knowledge and belief formed after reasonable inquiry, the information submitted, including all attachments thereto are true, accurate and complete.

New Permit Liability Holder/Company Name Magnolia Water Utility Operating Company, LLC

New Billing Address 1650 Des Peres Rd., Suite 303

City St. Louis State MO Zip 63131

Signature of New Responsible Official  Date 12/21/2020

Printed/Typed Name and Title Josiah Cox/ President and CEO

Previous Permit Liability Holder/Company Name Acadiana Water & Sewer, Inc.

Previous Billing Address 1370 Fieldspan Road

City Duson State LA Zip 70529

Signature of Previous Responsible Official _____ Date _____

Printed/Typed Name and Title John Pomier, Owner

NOTE: If information and signatures are not obtainable from the previous owner, then the new owner must apply for a new permit. The previous owner has the option to request termination of the existing permit.

NOTE: Instructions and requirements for NOC-1 Form are located on Page 5.

NOTE: Please see new fee amounts on Page 5.

CERTIFICATION

I, the undersigned certify, under provisions in Louisiana and United States law which provide criminal penalties for false statements, that to the best of my knowledge and belief formed after reasonable inquiry, the information submitted, including all attachments thereto are true, accurate and complete.

New Permit Liability Holder/Company Name Magnolia Water Utility Operating Company, LLC

New Billing Address 1650 Des Peres Rd., Suite 303

City St. Louis State MO Zip 63131

Signature of New Responsible Official _____ Date _____

Printed/Typed Name and Title Josiah Cox/ President and CEO

Previous Permit Liability Holder/Company Name Acadiana Water & Sewer, Inc.

Previous Billing Address 1370 Fieldspan Road

City Duson State LA Zip 70529

Signature of Previous Responsible Official *John Pomier* Date 12/21/2020

Printed/Typed Name and Title John Pomier, Owner

NOTE: If information and signatures are not obtainable from the previous owner, then the new owner must apply for a new permit. The previous owner has the option to request termination of the existing permit.

NOTE: Instructions and requirements for NOC-1 Form are located on Page 5.

NOTE: Please see new fee amounts on Page 5.

**INSTRUCTIONS AND REQUIREMENTS FOR NOC-1 FORM
FOR COMPANY NAME CHANGES, FACILITY NAME CHANGES, PERMIT TRANSFERS, OWNERSHIP CHANGES,
AND/OR OPERATOR CHANGES (FOR ALL MEDIA)**

The NOC-1 form is to be submitted when a permit is transferred, a company's name changes, a facility's operator changes, or a facility's name changes in accordance with LAC 33:1. Chapter 19. Submission of this form shall in no way constitute approval of the change request. The office will notify the requestor in writing of the decision regarding the change request. All information must be provided. Do not leave any sections blank. Use N/A if not applicable.

1. Prior to or no later than 45 days after a change has occurred, submit one completed and signed original NOC-1 Form and one copy for each facility (Agency Interest No.). List all permits under the agency interest number for all media. Note the different sections for permit transfers and/or company name changes or facility name changes. The "effective date of transfer" is the specific date of transfer of the permit responsibility, coverage, and liability between the previous and new permittee.
2. Submit Proof of Registration with the LA Secretary of State. If your company is a corporation or a limited liability company, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Louisiana Secretary of State. All documents must use the company name as it is specified with the Louisiana Secretary of State. To ensure that the proper name is on your form, please check the LA Secretary of State's Corporation Database at: <https://coraweb.sos.la.gov/CommercialSearch/CommercialSearch.aspx>.
3. Submit payment. All payments made by check, draft, or money order shall be payable to LA Department of Environmental Quality. For electronic funds transfer (EFT), contact the LDEQ Office of Management and Finance. For online payments, see <http://business.deq.louisiana.gov/>. Submit fees as follows: **N/A**

Air Permits	company name change, transfer, ownership or operator change	per permit	\$ 500
Hazardous Waste Permits	company or facility name change, transfer, ownership or operator change	per permit	none
	Note: This form does not substitute for the HW-1 form.		
Solid Waste Permits	company or facility name change	per permit	none
	transfer, ownership or operator change:		
	• Type I, IA, II, IIA	per permit	\$ 1,650
	• Type III, Beneficial Use	per permit	\$ 413
	• Waste Tire Processors	per permit	\$ 125
Water Permits	company or facility name change	per permit	none
	transfer, ownership or operator change:		
	• general permit (LAG)	per permit	none
	• individual	per permit	10% of the calculated annual fee but not less than \$ 380, excluding oyster fee
	• LAJ Biosolids	per permit	none
Note: Stormwater permits beginning with LAR04, LAR05 and LAR10 are not transferrable.			

If you would like assistance with Notification of Changes, please contact the Permit Application Administrative Review Group at 225-219-3292.

Completed package should be sent to:

Permits Application Administrative Review Group
Public Participation and Permit Support Division
Office of Environmental Services
LA Department of Environmental Quality
Post Office Box 4313
Baton Rouge, LA 70821-4313

Acadiana Site Information

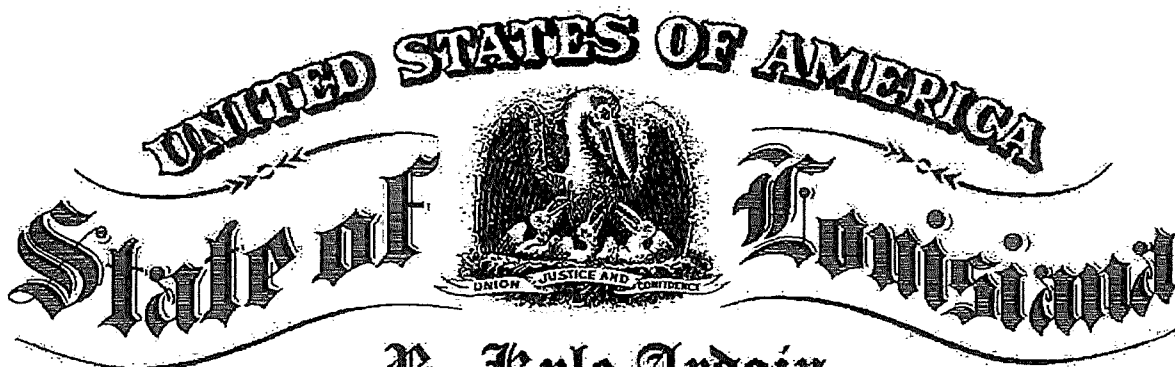
Agency Interest #	Old Facility Name	New Facility Name	Location	City	Parish	Water (NPDES)
40476	Acadiana Water & Sewage Inc: Belleville Subdivision	Belleville Subdivision WWTF	LaRue Rhiems Rd (S of Hwys 90 & 724), Dison, LA	Dunson	Lafayette	LAG560021
40475	Acadiana Water & Sewage Inc: Markridge Subdivision	Markridge Subdivision WWTF	300-400 Auburn Dr, Carencro, LA	Carencro	Lafayette	LAG570502
33059	Acadiana Water & Sewage Inc: Village Quest Subdivision	Village Quest Subdivision WWTF	La Rue Rouge off Renaud Dr off Hwy 93, Scott, LA	Scott	Lafayette	LAG541025
41587	Garden Heights Apartments	Garden Heights Apartments WWTF	Chemin Metairie Rd & St Seton Ln, Youngsville, LA	Youngsville	Lafayette	LAG750523

Magnolia Water Utility Operating Company, LLC Systems

Facility Name	Agency Interest Number	LPDES Permit Number
Andrews Subdivision	39165	LAG570124
Eden Isle	19448	LA0045446
Meadows	19119	LA0073148
Colonial Oaks	41084	LAG540235
Hidden Pines	91709	LAG570365
Port Louis Village	19470	LAG570115
Timber Ridge	33837	LAG570109
Alamosa Park	42666	LAG570117
Autumn Haven	128014	LAG570352
Greenleaves	19599	LA0068730
I-59	87879	LAG570203
Money Hill	42668	LA0127034
Monterey	42667	LA0105554
Penn Mill Lakes	111355	LA0118966
Penn Mill Place	187546	LAG541984
Pruden Creek	153979	LAG541983
River Park	159496	LA0127277
Simpson Farms	208472	LAG560379
Woodland Appts. (Grand Palms)	19967	LAG570039
Jones Rolling Ridge	38664	LAG542331
Morel's Trailer Park	52452	LAG570645
Amber Lake	129275	LAG570316
Arbor Walk	163137	LA0126225
Arrington Place	158814	LAG570477
Audubon Square	155123	LAG560266
Autumn Brook	123241	LAG541464
Autumn Run	127044	LAG541316
Autumn Trace	146829	LAG541546
Azalea Woods	92403	LAG560217
Bayou View Estates	119919	LAG570324
Belle Foret 4	132753	LAG570370
Black Subdivision	41760	LAG540347
Brady Place	83646	LAG540972
Bridalwood	147231	LA0123111
Brighton Cove	153228	LAG541692
Brightwood	130058	LAG541460
Burdon Orleans	89507	LAG541047
Burlington Lakes	170627	LAG570514
Canary Island Condo	137625	LAG570371
Carlton Oaks	86466	LAG541002
Carriage House Appt	97596	LAG541287
Carter Hill	43151	LAG570138
Chinquapin 2	86888	LAG570266

Clear Lake 2	121715	LAG570321
Collins Place	142117	LAG570396
Country Rivers	85480	LAG540993
Cross Creek	149913	LAG570466
Cypress Hollow	127038	LAG541315
Cypress Lake	41307	LAG540885
Davie Estates	133094	LAG541392
Deer Crossing	155154	LAG541671
Deer Lake	155783	LAG542038
Driftwood Estates	100080	LAG570317
Elmwood Park	158035	LAG570458
Emerald Estates	149914	LAG541926
Emerald Gardens	83756	LAG540979
Forest Ridge	119849	LAG570323
Galvez Cove	100081	LAG541306
Galvez Oaks	41304	LAG560011
Gates at Burlington	173260	LAG541865
Greenleaf	121720	LAG541309
Gunboat Island Estates	18658	LAG540314
Isle of Orleans Garden	121718	LAG531836
Justin Heights Trailer Park	81092	LAG540971
LA Purchase Equestrian	154140	LAG570434
Lake Park	40401	LAG540070
Lakeland Park	18177	LAG570036
Lakes at Manchac	41303	LAG570143
Lakes of Fennwood	107437	LAG570250
Lakeside Cove	86480	LAG541011
Lakin Ridge	101749	LAG541310
Live Oak Landing	119176	LAG570322
Livingston Trace	147233	LA0123439
Logan Creek Subdivision	146822	LAG541568
Loranger Trace	132674	LAG541451
Madeline Court	152319	LAG541673
Manchac Highlands	43148	LAG540927
Maplewood Subdivision	145517	LAG570395
Martinville Estates	152577	LAG560270
Meadow Lake Subdivision	147409	LAG570388
Montrose Subdivision	147407	LAG541670
Oak Cluster	100082	LAG541137
Olde Mill	128417	LAG570405
Paradise Point	42768	LAG541906
Parisienne Villas	172466	LAG541854
Park Ridge	123163	LAG541463
Pelican Gardens	137742	LAG541929
Ponchatoula Trace	123862	LAG560298
Reserve at Willow Lake	43147	LAG540929
RiverScape at Clio Inc	174196	LAG570516

Riverside Ridge	126986	LAG541393
Riverwoods	150634	LAG560260
Robertson's Apartments	118271	LAG541181
Rolling Meadow	89506	LAG570211
Seigle Landing Subdivision	151666	LAG541567
Shadow pines	43146	LAG540924
South Haven WWTP	127042	LA0125831
Southern Pines	147193	LAG560271
Southwood Village	19006	LA0081418
Spring Lake Subdivision	99915	LAG570318
Spring Lake Subdivision Filings 4-6	118720	LAG570377
Stone Hill	150779	LA0123293
Stone Ridge	41302	LAG540025
Terry Harbor/Kingspoint Marina	123657	LAG570325
The Landings	151669	LA0124265
The Rivers	126420	LAG570375
The Village	123656	LAG541280
The Villas of Bedico Creek	126423	LAG570378
Timber Ridge	146828	LAG570403
Tranquility Lakes	123729	LAG541312
West Lake	127040	LAG541313
West Ridge	164710	LAG570525
Westminister	119805	LAG570319
Weston Court	159628	LAG541856
Whisper Hollow	152316	LAG541676
Whispering Oaks	41306	LAG570532
Whispering Winds	121717	LAG541308
Willow Lake	20039	LAG570082
Wolfe Lakes	174194	LAG570515
Wood Run	41305	LAG560176
Woodland Crossing 1	119484	LAG570310
Woodland Crossing 2	123735	LAG570328
Woodland Crossing 7	136105	LA0126136
Woodland Crossing Glenbrook	123737	LAG570329
Woodland Ridge	122128	LAG541307
Woodstock Subdivision	157138	LAG570461
Olde Oaks	121508	LA0120669
Lakeview Estates	221259	LAG542337
Darwen Estates	190507	LAG560312
Elmwood Estates	19194	LAG540702
Landmark Estates	154143	LAG541767
Sea Blue	183589	LAG541924
Shelby Estates	151061	LAG541560
Sugar Ridge	41679	LAG570147
Wildwood South Subdivision	12817	LAG570341



R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC

A limited liability company domiciled in BATON ROUGE, LOUISIANA,

Filed charter and qualified to do business in this State on May 24, 2019,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 22, 2020

Secretary of State

Web 43480244K



Certificate ID: 11160432#M7D52

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.

www.sos.la.gov



MAGNOLIA WATER

Utility Operating Company

A CSWR Managed Utility

January 8, 2021

Dear Magnolia Water Customer,

As of December 23rd, 2020, Magnolia Water Utility Operating Company, Inc. (Magnolia Water), a Central States Water Resources (CSWR) company, is your new water and sewer services provider. We are committed to bringing you safe, reliable water and sewer services today, and every day, 365 days a year.

We are working with the Louisiana Department of Environmental Quality to improve your water and sewer systems so your community can count on it for generations to come. We will soon share our specific upgrade plans for your community.

At Magnolia Water, our operations and maintenance professionals are here to serve you. We also provide 24-hour emergency services for major utility issues with the water and sewer main lines or plant. If you notice a problem, call our **toll-free emergency number at 1-855-643-8152**.

Your previous provider, Acadiana Water & Sewer, sent the final bill for services rendered in December 2020. You should remit payment to them, and any refunds due to you for deposits or overpayments will be issued by Acadiana Water and Sewer.

Magnolia Water bills monthly and in arrears. You will receive your water and sewer bill in the mail for the previous month during the first week of the following month.

Your first bill will be sent the first week of February for January service. Bills are due the last business day of each month. Late fees are assessed before the next billing cycle. At this time, billing rates will remain the same. If you have questions about your bill, call us at 1-855-643-8152, Monday – Friday from 8 a.m. – 5 p.m., or leave us a message outside of business hours. You may also send us an email to support@magnoliawateruoc.com.

Please mail payments to:
Magnolia Water Utility Operating Company, LLC
P.O. Box 790379
St. Louis, MO 63179

Andy Ezell

From: Benjamin Lucas <blucas@cswrgroup.com>
Sent: Friday, January 22, 2021 9:26 AM
To: Andy Ezell
Cc: Jake Freeman
Subject: FW: New owner contact info
Attachments: Acadiana Bill of Sale.pdf; Acadiana Act of General Assignment - Deed.pdf

Andy,

Attached and below are the notification email and LDH required documents to transfer the Acadiana water systems to Magnolia's name. Let me know if you need anything else for the PSC. Thanks!

Ben Lucas
Utility Engineer
Central States Water Resources
(314) 406-7080



From: Benjamin Lucas
Sent: Friday, January 22, 2021 9:23 AM
To: solomon.angwafo@la.gov
Cc: Jake Freeman <jfreeman@cswrgroup.com>
Subject: RE: New owner contact info

Solomon,

Attached is the Bill of Sale and Deed for the newly acquired facilities formerly owned by Acadiana Water & Sewer, Inc. Please reach out if any additional information is needed. Thank you!

Ben Lucas
Utility Engineer
Central States Water Resources
(314) 406-7080



From: Jake Freeman <jfreeman@cswrgroup.com>
Sent: Friday, January 22, 2021 12:59 AM
To: solomon.angwafo@la.gov
Cc: Benjamin Lucas <blucas@cswrgroup.com>
Subject: New owner contact info

Solomon,

Please use the following info to update your system for the following facilities recently acquired by Magnolia Water:

Magnolia Water Utility Operating Company, LLC
1650 Des Peres Rd., Suite 303
Des Peres, MO 63131

Compliance/Administrative contact: Ali Alexander aalexander@cswrgroup.com (314) 380-8533
Owner contact: Josiah Cox jcox@cswrgroup.com (314) 380-8524

Previous Owner	Facility/Subdivision	Parish	PWS No.
Acadiana	Belleville	Lafayette	LA1055094
Acadiana	Mark Ridge	Lafayette	LA1055137
Acadiana	Village Quest	Lafayette	LA1055070
Garden Heights	Garden Heights	Lafayette	LA1055138

I'm still awaiting the Bill of Sale and will forward that to you when received. Let us know if you need anything else. Thanks.

Jacob O. Freeman, PE

Director, Engineering

Central States Water Resources
1650 Des Peres Rd., Suite 303
Des Peres, MO 63131
Direct: (314) 380-8598
Cell: (314) 550-1167
centralstateswaterresources.com



PERFORMANCE BOND

Date bond was executed January 15, 2021
 Effective date February 1, 2021
 Principal Magnolia Water Utility Operating Company, LLC
1650 Des Peres Rd., Suite 303
St. Louis, MO 63131
 Type of Organization Partnership
 State of Incorporation Louisiana
 Surety RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

SITE ID#	SITE NAME/ FACILITY NAME	FACILITY ADDRESS	FACILITY PERMIT NO.	AMT PER-FACILITY
40475	Markridge Subdivision	300-400 Auburn Dr. Carencro, Lafayette Parish, LA	LAG570502	\$6,250
33059	Village Quest Water System	LA Rue Rouge off Renaud Dr off Hwy 93 Scott, Lafayette Parish, LA	LAG541025	\$6,250
41587	Garden Heights Apartments	Intersection Chemin Metairie Rd & St Seton Ln Youngsville, Lafayette Parish, LA	LAG570523	\$6,250

Total penal sum of bond \$18,750.00
 Surety's Bond Number RCB0028764

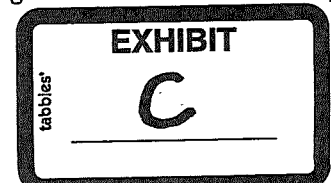
Know All Persons By These Presents That we, the Principal and Surety hereto, are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, provided that, where Sureties are corporations acting as cosureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us and, for all purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Louisiana Environmental Quality Act, La. R.S. 30:2001 et seq., to have a permit in order to discharge wastewater from the facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for the conditions specified in LAC 33:IX.Chapter 67, as a condition of the permit; and

THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform, in a timely manner, the requirements of LAC 33:IX applicable to the facility for which this bond guarantees the requirements of LAC 33:IX, in accordance with the other requirements of the permit as such permit may be amended and pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended:

OR, if the Principal shall provide other financial assurance as specified in LAC 33:IX.Chapter 67 and obtain written approval of the administrative authority of such assurance within 90 days after the date of notice of cancellation of this bond is received by both the Principal and the administrative authority, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.



The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described hereinabove.

Upon notification by the administrative authority that the Principal has been found in violation of the requirements of LAC 33:IX or of its permit, for the facility for which this bond guarantees performances of the requirements of LAC 33:IX.Chapter 67, the Surety shall either perform the requirements of LAC 33:IX.Chapter 67, or place the closure amount guaranteed for the facility into the standby trust fund as directed by the administrative authority.

The Surety hereby waives notification of amendments to permit, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment of succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

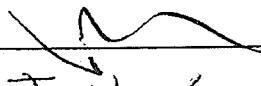
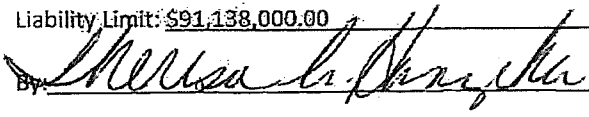
The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have lapsed, beginning on the date that both the Principal and the administrative authority received the notice of cancellation as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and the Surety have executed this PERFORMANCE BOND on the date set forth above.

Those persons whose signatures appear below hereby certificate that they are authorized to executed this surety bond on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Louisiana, and that the wording of this surety bond is identical to the wording specified in LAC 33:IX.6703.A.1, effective on the date this bond was executed.

PRINCIPAL <u>Magnolia Water Utility Operating Company, LLC</u>	CORPORATE SURETY <u>RLI Insurance Company</u>
By: 	Address: <u>9025 N. Lindbergh Drive, Peoria, IL 61615</u>
Name: <u>Josiah Cox</u>	State of Incorporation: <u>Illinois</u>
Title: <u>President</u>	Liability Limit: <u>\$91,138,000.00</u>
	By: 
	Name and Title: <u>Theresa A. Hunziker</u>
	Bond Premium: <u>\$319.00</u>

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Gregory L. Stanley, Theresa A. Hunziker, Michael T. Reedy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach, Joel Karsten, Karen Speckhals, Linda McCarthy, Ed Politte, Christopher J. OHagan, Brandi L. Bullock, Don K. Ardolino, Kimberly Ann Connell,
jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of July, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of July, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 15TH day of JANUARY, 2021.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



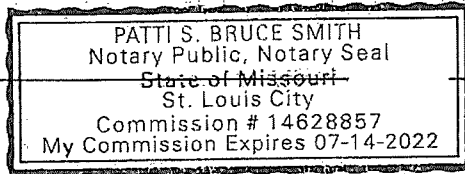
STATE OF MISSOURI

COUNTY OF CITY OF ST. LOUIS

On JANUARY 15, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared THERESA A. HUNZIKER known to me to be Attorney-in-Fact of RLI INSURANCE COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires:



Patti S Bruce Smith
Notary Public

PERFORMANCE BOND

Date bond was executed January 15, 2021
 Effective date February 1, 2021
 Principal Magnolia Water Utility Operating Company, LLC
1650 Des Peres Rd., Suite 303
St. Louis, MO 63131
 Type of Organization Partnership
 State of Incorporation Louisiana
 Surety RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

SITE ID#	SITE NAME/ FACILITY NAME	FACILITY ADDRESS	FACILITY PERMIT NO.	AMT PER FACILITY
41923	Ismay Harbor	0.5 M N Commissary Pt. Iowa, Calcasieu Parish, LA	LAG560056	\$6,250
82311	Windy Hills Subdivision	Denby Ln. Abbeville, Vermilion Parish, LA	LAG540967	\$6,250
43331	Southwood Ridge Estates	1310 Old Covington Hwy. Hammond, Tangipahoa Parish, LA	LAG540662	\$6,250
40476	Belleville Subdivision	LaRue Rhiems Rd. (S of Hwys 90 & 724) Duson, Lafayette Parish, LA	LAG560021	\$6,250

Total penal sum of bond \$25,000.00
 Surety's Bond Number RCB0028765

Know All Persons By These Presents That we, the Principal and Surety hereto, are firmly bound to the Louisiana Department of Environmental Quality in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, provided that, where Sureties are corporations acting as cosureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us and, for all purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Louisiana Environmental Quality Act, La. R.S. 30:2001 et seq., to have a permit in order to discharge wastewater from the facility identified above; and

WHEREAS, the Principal is required by law to provide financial assurance for the conditions specified in LAC 33:IX.Chapter 67, as a condition of the permit; and

THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully perform, in a timely manner, the requirements of LAC 33:IX applicable to the facility for which this bond guarantees the requirements of LAC 33:IX, in accordance with the other requirements of the permit as such permit may be amended and pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended:

OR, if the Principal shall provide other financial assurance as specified in LAC 33:IX.Chapter 67 and obtain written approval of the administrative authority of such assurance within 90 days after the date of notice of cancellation of this bond is received by both the Principal and the administrative authority, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

The Surety shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described hereinabove.

Upon notification by the administrative authority that the Principal has been found in violation of the requirements of LAC 33:IX or of its permit, for the facility for which this bond guarantees performances of the requirements of LAC 33:IX.Chapter 67, the Surety shall either perform the requirements of LAC 33:IX.Chapter 67, or place the closure amount guaranteed for the facility into the standby trust fund as directed by the administrative authority.

The Surety hereby waives notification of amendments to permit, applicable laws, statutes, rules, and regulations and agrees that no such amendment shall in any way alleviate its obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety hereunder exceed the amount of the penal sum.

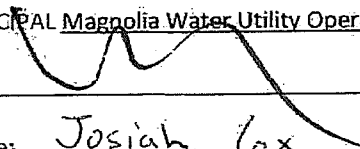
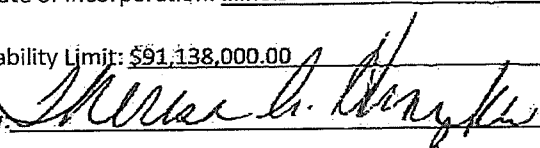
The Surety may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the administrative authority. Cancellation shall not occur before 120 days have lapsed, beginning on the date that both the Principal and the administrative authority received the notice of cancellation as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety and to the administrative authority, provided, however, that no such notice shall become effective until the Surety receives written authorization for termination of the bond by the administrative authority.

The Principal and Surety hereby agree that no portion of the penal sum may be expended without prior written approval of the administrative authority.

IN WITNESS WHEREOF, the Principal and the Surety have executed this PERFORMANCE BOND on the date set forth above.

Those persons whose signatures appear below hereby certificate that they are authorized to executed this surety bond on behalf of the Principal and Surety, that each Surety hereto is authorized to do business in the state of Louisiana, and that the wording of this surety bond is identical to the wording specified in LAC 33:IX.6703.A.1, effective on the date this bond was executed.

PRINCIPAL <u>Magnolia Water Utility Operating Company, LLC</u>	CORPORATE SURETY <u>RLI Insurance Company</u>
By: <u></u>	Address: <u>9025 N. Lindbergh Drive, Peoria, IL 61615</u>
Name: <u>Josiah Cox</u>	State of Incorporation: <u>Illinois</u>
Title: <u>President</u>	Liability Limit: <u>\$91,138,000.00</u>
	By: <u></u>
	Name and Title: <u>Theresa A. Hunziker</u>
	Bond Premium: <u>\$425.00</u>

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

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

Know All Men by These Presents:

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

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

Gregory L. Stanley, Theresa A. Hunziker, Michael T. Reedy, Gerald M. Rogers, Harold F. James, Stephen J. Alabach, Joel Karsten, Karen Speckhals, Linda McCarthy, Ed Politte, Christopher J. OHagan, Brandi L. Bullock, Don K. Ardolino, Kimberly Ann Connell.
jointly or severally

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

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

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

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

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of July, 2018.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 10th day of July, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 15TH day of JANUARY, 2021.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Corporate Secretary



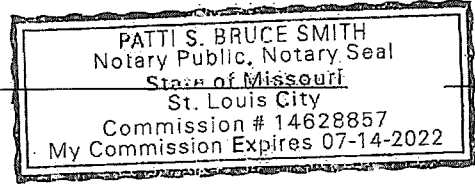
STATE OF MISSOURI

COUNTY OF CITY OF ST. LOUIS

On JANUARY 15, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared THERESA A. HUNZIKER known to me to be Attorney-in-Fact of RLI INSURANCE COMPANY the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires:



Patti S Bruce Smith
Notary Public

LOUISIANA PUBLIC SERVICE COMMISSION

MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC

GARDEN HEIGHTS

WATER SERVICE

AVAILABILITY

These rates are available under the general terms and conditions of the Company to all consumers of water within the area served by the Company in the Subdivision(s) listed below:

<u>SUBDIVISION(S)</u>	<u>PARISH</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
Garden Heights	Lafayette			

RATES

\$15.00 (Monthly Flat Rate)

CONNECTION FEE

\$10.00

This charge is to cover the administrative cost of re-establishing service and with reading the meter upon a change of customer where service has previously been established.

RE-CONNECTION FEE

\$25.00

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

TAP-IN-FEE

\$500.00

This charge will include all labor and materials for the installation of the service line and meter and any other cost associated with the initial installation, plus the difference of any meter larger than the standard ¾" meter.

NSF CHECK CHARGE

\$15.00

DEPOSIT

\$25.00

(Maximum charge 2 ½ times monthly bill.)

SERVICE CHARGE

\$25.00

This charge shall cover the cost of sending a company repairman to a consumer's premises at the customer's request when the trouble is found to be in the consumer's house piping.

Effective: December 21, 2020

Authority: Commission Letter Dated October 1, 2020, Issued in Docket No. S-35732

LOUISIANA PUBLIC SERVICE COMMISSION
MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC

GARDEN HEIGHTS

SEWERAGE SERVICE

AVAILABILITY

This service is available under the general terms and conditions of the Company to all consumers of water used for sewerage within the area served by the Company in the subdivision(s) listed below:

<u>SUBDIVISION(S)</u>	<u>PARISH</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
Garden Heights	Lafayette			

RATES

\$15.00 (Monthly Flat Rate)

TAP-IN-FEE

\$500.00

This charge will include all inspections, labor, materials and any other cost associated with initially establishing service.

CONNECTION FEE

\$10.00

This charge is to cover the administrative cost of re-establishing service upon a change of customer where service has previously been established.

RE-CONNECTION FEE

\$25.00

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

SERVICE CHARGE

\$25.00

This charge shall cover the cost of sending a company repairman to a consumer's premises at the consumer's request when the trouble is found to be in the consumer's house piping.

DEPOSIT

\$25.00

(Maximum charge 2 ½ times monthly bill.)

LATE PENALTY

5% OF MONTHLY BILL

NSF CHECK CHARGE

\$15.00

Effective: December 21, 2020

Authority: Commission Letter Dated October 1, 2020, Issued in Docket No. S-35732

LOUISIANA PUBLIC SERVICE COMMISSION
MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC
BELLEVILLE AND VILLAGE QUEST

WATER SERVICE

AVAILABILITY

These rates are available under the general terms and conditions of the Company to all consumers of water within the area served by the Company in the Subdivision(s) listed below:

<u>SUBDIVISION(S)</u>	<u>PARISH</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
Belleville	Lafayette			
Village Quest	Lafayette			

RATES

Flat Rate **\$30.00 per month**

CONNECTION FEE **\$75.00**

This charge is to cover the administrative cost of re-establishing service and with reading the meter upon a change of customer where service has previously been established.

RECONNECTION FEE **\$25.00**

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

SERVICE CHARGE **\$15.00**

This charge shall cover the cost of a company repairman sent to a consumer's residence at the customer's request when the trouble is found to be in the customer's house piping.

Effective: *December 21, 2020*
Authority: *Commission Letter Dated October 1, 2020, Issued in Docket No. S-35732*

LOUISIANA PUBLIC SERVICE COMMISSION
MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC

BELLEVILLE AND VILLAGE QUEST

SEWERAGE SERVICE

AVAILABILITY

These rates are available under the general terms and conditions of the Company to all consumers of water used for sewerage within the area served by the Company in the subdivision(s) listed below:

<u>SUBDIVISION(S)</u>	<u>PARISH</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
Belleville	Lafayette			
Village Quest	Lafayette			

RATES

Flat Rate **\$30.00 per month**

TAP-IN-FEE **\$100.00**

This charge includes all labor and materials and any other cost associated with initially establishing service. If done by a plumber, there is no cost to the customer.

SERVICE CHARGE **\$15.00**

This charge shall cover the cost of a company repairman sent to a consumer's premises at the consumer's request when the trouble is found to be in the consumer's house piping.

Effective: *December 21, 2020*
Authority: *Commission Letter Dated October 1, 2020, Issued in Docket No. S-35732*

LOUISIANA PUBLIC SERVICE COMMISSION
MAGNOLIA WATER UTILITY OPERATING COMPANY, LLC

MARKRIDGE PARK

WATER SERVICE

AVAILABILITY

These rates are available under the general terms and conditions of the Company to all consumers of water within the area served by the Company in the Subdivision(s) listed below:

<u>SUBDIVISION(S)</u>	<u>PARISH</u>	<u>SECTION</u>	<u>TOWNSHIP</u>	<u>RANGE</u>
Markridge Park	Lafayette			

RATES

Flat Rate **\$30.00 per month**

TAP-IN-FEE \$100.00

This charge will include all labor and materials for the installation of the service line and meter and any other cost associated with the initial installation.

RECONNECTION FEE \$25.00

This charge is for re-establishing service after disconnection for non-payment, failure to make deposit, fraudulent or seasonal use.

DEPOSIT \$25.00

(Maximum charge of 2 ½ times monthly bill may be charged.)

NSF CHECK \$10.00

Effective: December 21, 2020
Authority: Commission Letter Dated October 1, 2020, Issued in Docket No. S-35732



MAGNOLIA WATER

Utility Operating Company

A CSWR Managed Utility

Or make payment via the internet on the Magnolia Water UOC website, magnoliawateruoc.com, by setting up a customer account. Set up an on-line account by clicking on the 'Pay online by clicking here' button and following the prompts. The security code will be found on your bill. After opening the account, you are able to pay your bill on-line, set up auto pay, check your account balance and account history, change your billing address, sign up to receive e-bills, check to make sure your payment has been accepted, etc. Call customer support if you need assistance at 1-855-643-8152.

If you make your payments to a local office, please understand that this method is no longer available. If you have automatic payments set up through your banking provider or Acadiana Water & Sewer, please be sure to update your financial institution with the new utility company name and mailing information.

For more information about our company, visit www.magnoliawateruoc.com. You can also find us on Nextdoor or on Facebook at facebook.com/MagnoliaWaterUOC.

We look forward to serving you and your community.

Sincerely,

Josiah Cox, President

