



RECEIVED

851 Aviation Parkway  
Smyrna, TN 37167

2018 JAN 10 PM 12:42

T.P.U.C. DOCKET ROOM

January 25, 2018

Chairman David Jones  
c/o Sharla Dillon  
Tennessee Public Utilities Commission  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

RE: Docket 17-00145

Dear Chairman Jones,

Enclosed, please find an original and four (4) copies of the following documents which have been electronically filed in the above referenced docket.

1. Sanitary Sewer Service Agreement (Developer Agreement)
2. Seller Affidavit

Please let me know if you have any questions or if I can be of any further assistance on this matter.

Kind regards,

Jeff Riden  
General Counsel

This Instrument Prepared By:  
J. Bryan Echols  
Waller Lansden Dortch & Davis, LLP  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219  
(615) 850-8865

**AFFIDAVIT**

STATE OF TENNESSEE            )  
  )  
COUNTY OF DAVIDSON        )

On this 10<sup>th</sup> day of January, 2017, before me personally appeared AL HAGAMAN ("Affiant"), who having been duly sworn, deposes and says:

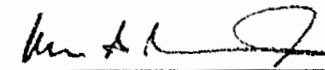
In his capacity as Trustee of the Barra Real Estate Trust and the Danda Farms Trust, Affiant entered into that certain Purchase and Sale Agreement by and between Al Hagaman, Trustee of the Barra Real Estate Trust and Trustee of the Danda Farms Trust, as Seller ("Seller"), and Old Hillsboro Building Company, LLC, as Buyer ("Buyer"), or its permitted assigns, dated as July 17, 2017 (the "Purchase Agreement").

Pursuant to the Purchase Agreement, Buyer has the absolute right to purchase all of those certain lots, tracts or parcels of improved and unimproved real estate consisting of approximately 353.12 acres located at 4009 Carters Creek Pike, Williamson County, Tennessee, as shown on Williamson County Tax Assessor's Map 103, Parcel 009.00 (the "Carters Creek Property") and approximately 268.71 acres located at 4009-33 Carters Creek Pike, Williamson County, Tennessee, as shown on Williamson County Tax Assessor's Map 103, Parcel 014.00 (the "Beechwood Property"), together with all plants, shrubs and trees located thereon, and together with all rights, ways and easements appurtenant thereto, including, without limitation, all of Seller's right, title and interest in and to the land underlying, the air space overlying and any public or private ways or streets crossing or abutting said real estate (collectively, the "Land"), subject only to Buyer's determination that all contingencies reserved by Buyer in the Purchase Agreement have been waived or satisfied, and payment of the Purchase Price, as set forth therein.

The Purchase Agreement is in good standing and, to the knowledge of Affiant, free from default or any other condition that would interfere with Buyer's right of purchase.

Affiant has no objection to Buyer entering into an agreement for the approval, design, construction, or management of a wastewater treatment system, provided only that such agreement does not obligate Seller in any respect other than Seller's obligations under the Purchase Agreement.

Further, Affiant sayeth not.

  
AL HAGAMAN  
AFFIANT

STATE OF Tennessee )  
 )  
COUNTY OF Davidson )

Personally appeared before me, Lauren A. Tweel, a Notary Public of said County and State, AL HAGAMAN, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville, Tennessee, this 10<sup>th</sup> day of January, 2017.



Lauren A. Tweel  
Notary Public  
My Commission Expires: 1/6/2020