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January 25, 2018

Chairman David Jones
c/o Sharla Dillon
Tennessee Public Utilities Commission
502 Deaderick Street, 4th 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 Risdien
General Counsel

SANITARY SEWER SERVICE AGREEMENT

This Sanitary Sewer Service Agreement (the "Agreement") is made and entered as of this 22nd day of January, 2018, by and between **TENNESSEE WASTEWATER SYSTEMS, INC.**, a Tennessee corporation ("TWS") and **Old Hillsboro Building Company, LLC** ("OHBC" or "Developer").

W I T N E S S E T H:

WHEREAS, TWS has the ability and technology to own and operate a system for the disposal and processing of wastewater in **Williamson County, Tennessee**;

WHEREAS, Developer plans and intends to purchase real property to develop a residential development community to be known as **Sweet Apple Hill Subdivision** (the "Development"), identified as Map 103, Parcels 00900 and 01400, 3rd Civil District, Williamson County, TN;

WHEREAS, Developer will complete the plans for the Development and submit the same for approval by the appropriate authorizing entity;

WHEREAS, Developer agrees to be responsible for all costs and expenses necessary and related to the installation of a wastewater treatment system, as approved by TWS, such being necessary to service properly the Development and to provide for future wastewater disposal in the Development;

WHEREAS, Developer has requested TWS to commit to serve the Development; and,

WHEREAS, TWS is willing and able to serve said Development upon the terms, provisions and conditions hereinafter set out, all of which are acceptable to the Developer.

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Definitions.** In addition to the terms defined in the text of this Agreement, for purposes hereof, the following terms shall have the meaning ascribed to them below:
 - (a) "Applicable Laws" means all applicable constitutions, treaties, statutes, rules, regulations, ordinances, orders, directives, codes, judgments, decrees, injunctions, writs and determinations of any governmental or quasi-governmental authority.
 - (b) "Development" means that certain residential housing development owned and developed by Developer upon the Property and located adjacent and contiguous to the Sewage Facility Land.
 - (c) "Effective Date" means the date the last of the parties hereto executes this Agreement.
 - (d) "Event of Force Majeure" means a strike, lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other occurrence beyond the reasonable control of the party in question; provided lack of necessary funds shall not be considered an "Event of Force Majeure" for purposes hereof.

(e) "GSPD" means average gallons of sewage per day, calculated on a monthly basis. For example, if a customer of TWS released 300 gallons of sewage into the Sewer System in a thirty (30) day month, such customer would have released 10 GSPD during such month.

(f) "Lot" or "Lots" shall mean a portion of the Property, whether developed or undeveloped, intended for development, use and occupancy as a residence, as well as vacant land intended for development as such, all as may be developed and used. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Plat or the site plan approved by the applicable local governmental entity having jurisdiction, until such time as a certificate of occupancy is issued on all or a portion thereof by the applicable local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Lot or Lots as determined above and the number of Lots on the remaining land, if any, shall continue to be determined in accordance with this definition.

(g) "Lot Owner" or "Lot Owners" shall mean and refer to one or more persons who hold the record title to any platted Lot, including, but not limited to the Developer, which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

(h) "Plans and Specifications" shall mean and refer to the plans and specifications for construction, installation and development of the Sewer System, as more particularly described on Exhibit C, attached hereto, which have been approved in writing by TWS. The Plans and Specifications shall also be in accordance with requirements of the State of Tennessee and all Applicable Laws.

(i) "Property" shall mean and refer to the real property described on Exhibit A, attached hereto.

(j) "TPUC" means the Tennessee Public Utility Commission and any successor thereto.

(k) "Sewage Facility" shall mean and refer to that certain sewage treatment facility constructed by or for the Developer on the Sewage Facility Land which is to be operated by TWS upon conveyance to TWS by the Developer in accordance with this Agreement.

(l) "Sewage Facility Land" means that land described on Exhibit B upon which the Sewage Facility is located.

(m) "Sewer System" means the Sewage Facility Land approved for 120 residential lots, the Sewage Facility more particularly described in the Plans and Specifications, including, but not limited to all lines, pipes, meters, lift stations, equipment, machinery, fixtures, trade fixtures, easements and personal property used in connection with the operation thereof, whether or not located on the Sewage Facility Land or the Property, as the same may be altered, improved, modified, expanded or relocated from time to time.

(n) "Sewer System Construction" means the construction of improvements for the Sewer System necessary to accommodate the Development as more particularly described in the Plans and Specifications.

2. Compensation.

(a) **Construction** - TWS will receive from Developer a \$7,200.00 per lot capacity development fee for each lot proposed on that plat. This fee covers:

- Design and Construction by TWS of treatment and disposal capacity for the project, to include the TF construction, the drip field disposal installation, the 40-day dry storage pond, and fencing of the constructed components with four-rail wood fence
- Payment by TWS of the agreed upon DDR engineering fees based on cost proposals received by TWS.
- Payment by TWS of the agreed upon DSIR soil mapping, pit description, and grid staking fees based on cost proposals received by TWS.
- Payment by TWS of agreed upon project site wastewater collection system design fees based on OHBC cost proposal submitted to and approved by TWS.
- Any other reasonable professional report fees/costs agreeable to OHBC for preparation and performance of the work, submitted to and approved by TWS.
- Regulatory coordination, new customer accounts database set-up, engineering review, and construction inspection (sewer collection/reuse mains, subdivision collection mains, individual residential tank and lot services, etc.)

I. Fee payment schedule:

- 25% (\$216,000.00 U.S. Dollars) of fees will be due 10 days prior to the start of construction of the treatment and disposal facility.
- 50% (\$432,000.00 U.S. Dollars) of fees will be due at 50% completion of construction of the treatment and disposal facility
- 25% (\$216,000.00 U.S. Dollars) of fees will be due within 15 days of completion of construction, and approval and acceptance of the system by TWS and the Tennessee Department of Environment and Conservation. Any mutually agreed upon outstanding payment for reimbursement of approved expenses by OHBC will be credited against this final payment amount at this phase of the payment schedule.

TWS will withhold signing the final plat for the first phase of the development until all capacity development fees have been paid in full by the Developer.

- (b) Final Plat** - TWS will assume ownership of the treatment, disposal, and collection system once inspections are approved and accepted by TWS.

3. Sanitary Sewer Service.

- (a) Dedication.** From and after the date the Sewer System is completed in accordance with the Plans and Specifications agreed upon by TWS, and upon the completion or satisfaction by Developer and TWS, of all the other terms and conditions set forth herein, TWS shall give written acceptance of the system to the Developer and shall provide sanitary sewer service to the Development.

- (b) Usage.** Lot Owners shall only have the right to discharge sanitary sewage into the Sewer System, and the Lot Owners agree to use the Sewer System in a manner that complies with the "User Manual Do's and Don'ts for Effluent Collection Systems" attached hereto as Exhibit D. If sewer service to the Property is temporarily interrupted due to an Event of Force Majeure, TWS shall have no liability to the Developer or any Lot Owner on account of such interruption. In such event of temporary interruption, TWS shall use its best efforts to restore sewer service to the Property as quickly as possible. Developer represents and warrants that its contract of sale

with each third-party purchaser or third party builder of each Lot shall include in it the requirement that such person or entity must enter into a Sewer Service Agreement, in form and substance attached hereto as Exhibit E, by TWS.

(c) *Acceptance by TWS.* Upon completion by the Developer of all of TWS's requirements set forth herein, TWS hereby agrees to and will accept contribution of the system as an expansion and improvement of its sewage disposal facilities. TWS shall be under no obligations to furnish sewer service for the Development until the Developer has fully and satisfactorily performed under and pursuant to this Agreement.

4. Permits. TWS shall obtain and pay for all permits, licenses and other approvals necessary to allow TWS to deposit the applicable GSPD into the Sewer System, including, but not limited to, any regulatory approvals that must be obtained from the TPUC or any other governmental or quasi-governmental authority.

5. Sewer System Construction.

(a) *Installation.* At its own expense and at no cost or expense to TWS, Developer shall furnish, install, lay and construct all of the Sewer System as required by TWS to be installed to serve the Development, including labor and material. The construction and installation of the Sewer System improvements shall be in strict accordance with the Plans and Specifications as approved by TWS. TWS shall inspect the construction of the improvements upon intervals determined by TWS. All Sewer System improvements shall be located as approved by TWS.

(b) *Development Responsibility.* Developer agrees to install the Sewer System as part of its initial development of the Property and the Development. Developer shall (i) cause the Sewer System to be completed in strict accordance with the Plans and Specifications, including the service connection for all sewers to the property line of each Lot, (ii) cause the Sewer System to be constructed in a good and workmanlike manner and in compliance with all Applicable Laws (iii) ensure that the Sewer System will be able to receive and properly treat the required amount of GSPD after completion of the Sewer System. Developer understands and agrees that no third party shall obtain any benefits or rights under this Agreement with respect to sewer privileges, and no connection shall be made to any other customer site until all necessary arrangements have been made in accordance with TWS's Wastewater System Specifications.

(c) *Delegation by Developer.* Developer, or Developer's contractor, must install watertight tanks and service connection lines within Lots in accordance with the Plans and Specifications, at Developer's expense. Should Developer authorize a Lot Owner or third-party builder to construct such watertight tanks and service connection lines within any Lot, Developer represents and warrants that it will require such person or entity to comply with the Plans and Specifications and bear all expense of compliance and insure that the installation work is performed by a certified installer.

(d) *Wastewater System Performance Bonds.* The Developer shall post, prior to the date of construction of the sanitary sewer system for the subject property, a good and sufficient performance bond in an amount equal to the anticipated cost of the work for the faithful performance of the terms and conditions of this Agreement. The said bond shall secure the performance of the obligations of the Developer and the payment for all materials and labor used in connection with the construction of the system. In the event the project is not completed and approved as provided herein below and all labor and material costs fully paid, TWS shall be entitled to collect the amount provided in the bond for the payment of the cost of completing the project. In addition, in the event the cost of completing or repairing the system exceeds the amount of the bond, the Developer shall be personally liable for such increased costs. The bond shall also include

the period of the Developer's warranty of the system and the payment of all labor and materials provided during the construction and warranty period of the system. The bond may be in the form of a letter of credit issued by a federally insured bank. The language of the bond shall be subject to approval of the Tennessee Regulatory Authority and TWS. Further, on completion of construction, the bond requirement will be reduced to twenty-five percent (25%) of the original bond amount for the duration of the warranty period.

(e) *No Liens.* Developer shall complete the development and construction of the Sewer System in accordance with the Plans and Specifications and the Sewer System shall be free of any laborers', materialmen's, mechanics', or other liens on any part of the Sewage Facility Land or the Sewer System and Developer shall not permit any such lien to be filed or otherwise imposed on any part of the Sewage Facility. In the event any such lien is filed against the Sewage Facility the Sewage Facility Land, or the System, Developer shall promptly cause such lien to be discharged or in lieu thereof file a bond or other security for the payment of such lien in form and amount satisfactory to TWS.

(f) *Diligence.* Both parties agree to work diligently to start and complete the treatment facility, drip fields, pond, and fencing in order to meet mutually agreed upon construction timelines.

6. **Conveyance and Transfer.** Upon completion, Developer shall:

(a) convey by quit claim deed (the "Deed"), in the form attached hereto as Exhibit F, the Sewage Facility Land to TWS and provide title insurance policy, not to exceed \$150,000.00 (U.S. dollars);

(b) provide TWS with an owner's policy of title insurance issued by a nationally recognized title company showing the status of title to the Sewage Facility Land as free and clear of all material or interfering encumbrances (determined in TWS's sole discretion), including, but not limited to, any monetary liens, in the name of TWS for the full amount of the construction of the Sewage Facility and the value of the Sewage Facility Land (the "Title Policy");

(c) provide TWS with a survey of the Sewage Facility Land prepared by a surveyor or engineer licensed in the State of Tennessee sufficient to allow the title company to eliminate the standard printed exceptions in the owner's title policy pertaining to discrepancies in the area or boundary lines, encroachments, overlaps, improvements, or similar matters (the "Survey"), which Survey shall be certified to TWS and the title company;

(d) provide the TWS with "as-built" plans for the Sewer System;

(e) grant TWS a non-exclusive sewer line easement, in the form attached hereto as Exhibit G, across those portions of the Property lying within five (5) feet of either side of the sewer line within the Property.

All costs, fees and expenses related to the foregoing within this Section 6 shall be the sole responsibility of Developer, including, without limitation, recording fees, transfer taxes, title premiums, title endorsement charges and survey costs.

7. **Developer Warranty.** The Developer hereby warrants all Sewer System improvements installed pursuant to the provisions of this Agreement against defects in workmanship and materials for a period of one (1) year from the date of acceptance thereof in writing by TWS. The Developer shall reimburse TWS upon demand for all costs and expenses incurred by TWS to repair all breaks, leaks or defects of any type whatsoever arising from any cause whatsoever occurring within one (1) year

from the date the Sewer System improvements are accepted in writing by TWS. The Developer hereby warrants that the Sewer System improvements shall be paid for in full and that no liens or encumbrances shall remain in regard to the Sewer System improvements.

8. Representations and Warranties.

(a) TWS represents, warrants and covenants to Developer that:

(i) TWS is a corporation duly organized and validly existing and in good standing under the laws of the State of Tennessee and is duly qualified to transact business in the State of Tennessee, (B) TWS has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, (C) the execution, delivery and performance of this Agreement by the TWS does not conflict with or result in a violation of its organizational documents or Applicable Laws, and (D) the execution, delivery and performance of this Agreement by TWS does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which the TWS is bound; and

(ii) TWS has not received notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon its ability to fulfill all of its obligations under this Agreement, and (B) the execution, delivery and performance of this Agreement by TWS will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

(iii) TWS is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights.

(b) Developer represents, warrants and covenants to the TSW that:

(i) Developer is a limited liability company duly organized and validly existing and in good standing under the laws of the State of ~~Tennessee~~ and is duly qualified to transact business in the State of Tennessee, (B) Developer has all necessary power to execute and deliver this Agreement and perform all its obligations hereunder, without the consent or approval of any governmental authority, (C) the execution, delivery and performance of this Agreement by Developer does not conflict with or result in a violation of its organizational documents or Applicable Laws, and (D) the execution, delivery and performance of this Agreement by Developer does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which Developer is bound; and

(ii) Developer has not received notice of any litigation, administrative action, investigation or other governmental or quasi-governmental proceeding which would or could have an adverse effect upon its ability to fulfill all of its obligations under this Agreement, and (B) the execution, delivery and performance of this Agreement by Developer will not conflict with or result in a breach of any order, judgment, writ, injunction or decree of any court or governmental instrumentality; and

(iii) Developer is not a party to any voluntary or involuntary proceedings under any law relating to insolvency, bankruptcy, moratorium or creditors' rights and;

(iv) Developer warrants and represents that all necessary permits as required by the State, County, and any other governing or regulatory authority will or have been applied for and obtained prior to the construction of the sanitary sewer.

9. **Default and Termination.**

(a) Notwithstanding anything to the contrary herein, TWS may, at all times prior to the completion of the Sewer System, terminate this Agreement in the event that:

(i) Developer has materially failed to perform or has been negligent in the performance of its construction of the Sewer System pursuant to the terms of this Agreement and in accordance with the Plans and Specifications and has failed to cure said failure or negligence within thirty (30) calendar days after receiving written notice from TWS specifying in detail the nature of such failure or negligence; provided if such failure or negligence cannot reasonably be cured within said thirty (30) calendar day period, then TWS may not terminate this Agreement if Developer has commenced to cure the failure or negligence within said thirty (30) calendar day period and thereafter prosecutes such cure to completion with reasonably acceptable diligence; or

(ii) Developer has defaulted in the performance of its obligations under this Agreement, including without limitation, payment to TWS of the Sewer System Fees as and when required and fail to cure such default within thirty (30) calendar days after notice from TWS thereof; or

(iii) A receiver, liquidator, or trustee of Developer shall be appointed by court order, or a petition to liquidate or reorganize Developer shall be filed against Developer under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or Developer shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or if Developer shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if Developer is adjudicated bankrupt.

(b) Developer may terminate this Agreement, at any time during the term of this Agreement prior to completion of the Sewer System, if (i) a receiver, liquidator, or trustee of TWS shall be appointed by court order, or (ii) a petition to liquidate or reorganize TWS shall be filed against TWS under any bankruptcy, reorganization or insolvency law and such order or petition is not vacated or dismissed within sixty (60) calendar days, or (iii) TWS shall voluntarily file a petition in bankruptcy or request for reorganization under any provision of the bankruptcy reorganizational insolvency laws unless such petition is dismissed within sixty (60) calendar days after the filing thereof, or (iv) if TWS shall make an assignment of all or substantially all of its assets for the benefit of creditors, or if TWS is adjudicated bankrupt, or (v) Developer does not consummate the closing for the purchase of the Property.

In the event this Agreement is terminated for any of the above reasons or the failure of the satisfaction of the conditions precedent in Section 12 below, TWS shall be entitled to all reasonable fees to be paid pursuant to the terms of this Agreement through the effective date of such termination and there shall thereafter be no further obligation owed by TWS to Developer. In the event that this Agreement is terminated prior to the commencement of construction due to economic factors, this Agreement shall be terminated; provided, however, TWS shall retain the initial amount paid to TWS by Developer as set forth in Section 10 below.

10. INDEMNIFICATION.

- a) Each party agrees to indemnify and hold harmless the other from, against and/or with respect to:
 - i) Any loss, expense, liability, damage, or deficiency resulting from any material misrepresentation, breach of warranty, or nonfulfillment of any covenant or agreement on the part of such party made or given in or with respect to this Agreement, or from any material misrepresentation in or omission from any certificate, schedule, exhibit or other document or instrument furnished or to be furnished to the other in connection with the transactions provided for in this Agreement, or from any gross negligence or willful misconduct of the other party; and/or
 - ii) Any and all costs and expenses (including reasonable attorneys' fees) arising in connection with any of the foregoing.
- b) In addition to the above, except to the extent arising from the negligence or willful misconduct of TWS, its employees, agents, or contractors, Developer shall indemnify and hold TWS harmless of, from, against and in respect of:
 - i) Any tax lien, levy, assessment, payment, liability, penalty or other deficiency, whether disputed or not, suffered or incurred by TWS as a result of or arising out of Developer's ownership of the Property;
 - ii) Any judgment, award, payment, settlement, cost or expense arising out of Developer's ownership of the Property, and rendered against or suffered or incurred by TWS as a result of or with respect to any lawsuit or cause of action against or involving the Property;
 - iii) Any and all liabilities suffered or incurred by TWS as a result of or arising out of Developer's ownership of the Property; and/or
 - iv) Any and all costs and expenses (including reasonable attorneys' fees) arising in connection with any of the foregoing.
 - v) Any violation of any permit requirement of the State of Tennessee, Williamson County, and any other governing or regulatory authority with jurisdiction over the construction of the sanitary sewer.
- c) The provisions of this section shall survive completion of the Project and/or expiration or termination of this Agreement.

11. ENVIRONMENTAL INDEMNITY. In addition to the above, Developer represents, warrants and covenants to, for and with TWS that there are no Hazardous Materials which have been generated and disposed of by Developer or which have been generated and disposed of by Developer and have migrated to the Property (including the ground water thereon) from any adjacent real estate owned, leased, or otherwise controlled by Developer, (except for those Hazardous Materials which may be stored on or about the Property in accordance with the Applicable Environmental Laws), as such terms are defined in the Applicable Environmental Laws, or in any regulations promulgated

pursuant thereto, (ii) there are no underground storage tanks which are owned or operated by Developer located in or about the Property, (iii) Developer has not received any notice and to the best knowledge of Developer no notice has been given to any party in the chain of title to the Property, by any person claiming any violation of, or requiring compliance with, any Applicable Environmental Laws, demanding payment or contribution for environmental damage; and (iv) to the best knowledge of Developer no investigation, administrative order, consent order or agreement, litigation, or settlement with respect to Hazardous Materials located, on about or under all or a portion of the Property or contiguous or adjacent to the Property (provided that such contiguous or adjacent property is owned or controlled by Developer) is pending, or, to the knowledge of Developer, proposed, threatened or anticipated. To the extent that Developer breaches any of the aforementioned representations and TWS is required by law to undertake any remedial or removal actions in connection therewith, as defined in the Applicable Environmental Laws, or to the extent that TWS is otherwise liable to incur costs or may otherwise be held liable to any third party in connection with such breach or for any removal or remedial actions taken with respect thereto, then, within a reasonable period of time following receipt of notice thereof from TWS, Developer shall indemnify TWS and hold TWS harmless from all liabilities, damages and costs incurred by TWS with respect to such breach including, without limitation, all claims, liabilities, loss, costs or expenses arising from the incurrence of any penalties, charge or expenses with respect thereto in defending itself against any suit or action brought by such third party, and in paying or satisfying any judgment obtained by such third party against TWS. The obligations of Developer under this section and the indemnity given hereunder shall survive the Closing.

12. Developer Obligations; Conditions Precedent to Developer's Performance.

(a) The obligations of Developer to perform pursuant to this Agreement shall be subject to the Developer's consummation of the closing of the purchase of the Property. In the event Developer does not consummate the closing of the purchase of the Property, Developer may terminate this Agreement by delivering written notice to TWS of such termination and there shall be no further obligation or liability owed to either party except for those that expressly survive the termination or expiration of this Agreement.

(b) The Developer shall pay an annual wastewater capacity reservation fee of \$120.00 per platted Lot, or as may be amended from time to time by the TPUC, for each Lot owned that is not attached to the Sewer System. Should the Developer sell a Lot, the Developer agrees to include in the sales contract with the purchaser the requirement to pay to TWS an annual wastewater capacity reservation fee at the then current TPUC established rate to defray the cost of testing and reporting to the State of Tennessee. The fee shall be payable each year by December 15th for the owners of record as of December 1. When the Lot Owner attaches to the Sewer System and accepts service with the Sewer System, such Lot Owner shall pay a prorated fee for that year and the fee shall not be charged thereafter so long as the Lot Owner maintains service.

13. Operation, Maintenance and Improvements.

(a) TWS shall, (i) perform all repairs, maintenance and replacements necessary to keep the Sewer System in a good working order, and (ii) operate the Sewer System in compliance with Applicable Laws, including, but not limited to, all Applicable Laws related to human health, safety and the environment. To the extent reasonably possible, TWS shall perform all repairs, maintenance and replacements to the Sewer System in a manner that does not interfere with its ability to provide sewer service to the Property. In the event any repairs, maintenance or replacements to the Sewer System will result in an interruption of sewer service to the Property, TWS shall notify Developer thereof and use its best efforts to minimize the interference caused

thereby, which efforts shall include, but not be limited to, working with Developer to schedule the repairs, maintenance and replacements so as to avoid or lessen the disruption. Service by TWS will be provided in compliance with its established tariff in effect at the Tennessee Regulatory Authority.

(b) Developer further agrees to execute, acknowledge and deliver to TWS any and all mutually agreed upon easements that may be necessary or appropriate as determined by TWS for the construction, operation and maintenance of TWS's Sewer System, or portion thereof.

14. **Restrictive Covenants.** Developer shall include, within any declaration or other instrument regarding restrictive covenants for the Development, a provision regarding the sewage disposal system set forth herein as drafted by TWS, in form and substance as more particularly set forth in Exhibit H, attached hereto.

15. **Water Valve Requirements.** Developer is required to install a water shut off valve with an appropriate valve box in the water line on the customer's side of the water meter at each home in the subdivision. If the Developer sells the lot to allow another party to build on the lot, they must insure that the purchaser is notified of the water valve requirements.

16. **Assignment.** Neither Developer nor TWS shall not have the right to sell, assign, transfer, lease or convey all or a portion of its rights hereunder without the prior written consent of the other party. Developer and TWS shall have the right to assign all of its rights under this Agreement to any party purchasing the Sewer System or the Property so long as such party assumes all of Developer or TWS's obligations hereunder. Notwithstanding the foregoing, this Agreement may be assigned by Developer to an entity formed by Developer, its affiliates, investors or partners, for the purpose of purchasing the Property, with notice to, but without the written consent of TWS. It is agreed that as used herein, "Developer" shall mean Developer and its respective successors, assigns, transferees and tenants, with the exception of customers purchasing completed homes on the Property, and "TWS" shall mean TWS and its respective successors and assigns.

17. **Miscellaneous.**

(a) ***Entire Agreement.*** This Agreement (i) constitutes the entire agreement and understanding of Developer and TWS with respect to the subject matter hereof, and (ii) may be amended only by a written instrument executed by Developer and TWS.

(b) ***Governing Law.*** This Agreement shall be governed by and construed under the laws of the State of Tennessee.

(c) ***Successors and Assigns.*** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

(d) ***No Waiver.*** No waiver of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party charged therewith. No delay or omission in the exercise of any right or remedy accruing upon the breach of this Agreement shall impair such right or remedy or be construed as a waiver of such breach. The waiver by Developer or TWS of any breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

(e) ***Severability.*** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining terms hereof will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will

be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(f) *Prior Drafts.* All negotiations, considerations, representations and understandings between Developer and TWS are incorporated herein. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement.

(g) *Attorneys' Fees.* If any legal proceeding is commenced to (i) enforce the terms of this Agreement or (ii) interpret the provisions contained herein, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party.

(h) *Exhibits.* TWS and Developer hereby acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

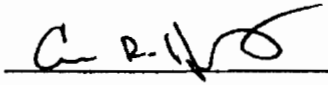
(i) *Relationship Between the Parties.* This Agreement shall not be deemed or construed to create a partnership or joint venture between Developer and TWS or cause Developer or TWS to be liable or responsible in any way for the agreements, actions, liabilities, debts or obligations of the other.

(j) *Counterparts.* This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed as original documents and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

TWS

TENNESSEE WASTEWATER SYSTEMS
a Tennessee corporation


By: 

Name: Charles R. Hyatt

Title: President

Developer

OLD HILLSBORO BUILDING COMPANY, LLC
a Tennessee company

By: 

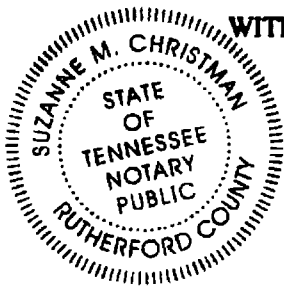
Name: William E. Miles

Title: Chief Manager

AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF Rutherford

Personally appeared before me, Suzanne M. Christman, Notary Public, CHARLES
HYATT, with whom I am personally acquainted and who acknowledged that he executed the within
instrument for the purposes therein contained, and who further acknowledged that he is the President of
Tennessee Wastewater Systems, Inc., the within named bargainer, a Tennessee corporation, and is
authorized to execute this instrument on behalf of Tennessee Wastewater Systems.



WITNESS my hand, at office, this 23 day of January, 2018.

Suzanne M Christman
Notary Public
My Commission Expires: 12/1/2020

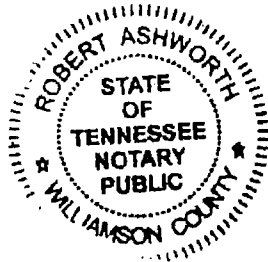
AFFIDAVIT

STATE OF TENNESSEE

COUNTY OF Williamson

Personally appeared before me, Robert Ashworth, Notary Public, William E. Miles, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of **Old Hillsboro Building Company, LLC**, the within named bargainor, a Tennessee limited liability company, and is authorized to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 22nd day of January, 2018.



A handwritten signature of Robert Ashworth, written in black ink, positioned above the notary public text.

Notary Public

My Commission Expires:

My Commission Expires
March 3, 2019

Exhibit A

Property

A CERTAIN TRACT OR PARCEL OF LAND LYING, AND BEING LOCATED IN THE THIRD CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, DESCRIBED AS BEING BOUND IN GENERAL BY LANDS OF CAL TURNER, JR. FAMILY PARTNERS LP AND CUMBERLAND WESTERN RESOURCES ON THE NORTHWEST; CARL ROAD ON THE NORTH AND EAST; CARTER CREEK PIKE, BEAR CREEK ROAD, AND THE LANDS OF HERMAN OSBORNE ON THE SOUTH; BAILEY ROAD ON THE WEST; AND LANDS OF BRYAN TERP ON THE WEST AND NORTHWEST; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE EASTERLY CORNER OF TRACT 2 OF THIS SUBJECT PROPERTY (DEED BOOK 2303 PAGE 469), AS RECORDED IN THE REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE (R.O.W.C) AND NEAR THE SOUTHWEST INTERSECTION OF CARL ROAD (40' ROW) AND CARTERS CREEK PIKE THENCE WITH THE EASTERLY LINE OF SAID TRACT 2 AND THE WESTERLY R.O.W OF SAID CARTERS CREEK PIKE THE FOLLOWING FIVE (5) COURSES;

S 56°36'43" W A DISTANCE OF 1262.28' TO A CONCRETE MONUMENT; THENCE WITH A CURVE LEFT WITH AN ARC LENGTH OF 942.66', A RADIUS OF 2894.80', A CHORD BEARING OF S 47°14'19" W, WITH A CHORD LENGTH OF 938.50', WITH A DELTA ANGLE OF 18°39'28", TO A POINT; THENCE S 48°23'56" W A DISTANCE OF 54.43' TO A POINT; THENCE S 32°10'56" W A DISTANCE OF 100.49' TO A POINT; THENCE S 38°12'56" W A DISTANCE OF 532.64' TO A FOUND IRON ROD AT THE SOUTHEAST CORNER OF SAID TRACT 2 AND THE NORTHEAST CORNER OF TRACT "4 PARCEL B" AS RECORDED IN (DEED BOOK 2337 PAGE 734) (R.O.W.C) AND BEING A PART OF THIS SUBJECT PARCEL;

THENCE LEAVING SAID TRACT 2 AND WITH THE EASTERLY LINE OF TRACT 4 PARCEL "B" AND THE WESTERLY ROW OF CARTERS CREEK PIKE THE FOLLOWING TWO (2) COURSES;

S 38°11'50" W A DISTANCE OF 239.92' TO A POINT; THENCE WITH A CURVE LEFT WITH AN ARC LENGTH OF 392.84', A RADIUS OF 1125.96', A CHORD BEARING OF S 28°03'34" W, WITH A CHORD LENGTH OF 390.85', WITH A DELTA ANGLE OF 19°59'24" TO A PK NAIL IN THE CENTERLINE OF BEAR CREEK ROAD (50' ROW);

THENCE WITH THE CENTERLINE OF BEAR CREEK ROAD AND THE SOUTHERLY LINE OF "TRACT 4 PARCEL B" S 66°12'39" W A DISTANCE OF 492.24' TO A PK NAIL AND DISK (SET); THENCE LEAVING THE CENTERLINE OF BEAR CREEK ROAD AND WITH THE BOUNDARY OF SAID "TRACT 4 PARCEL B", N 24°26'34" W A DISTANCE OF 233.00 TO A FOUND IRON ROD CORNER TO HERBERT OSBORNE (DEED BOOK 239 PAGE 19, AND PASSING AN IRON PIN AT 23.6', THENCE CONTINUE WITH SAID TRACT 4 PARCEL B AND OSBORNE S 65°09'26" W A DISTANCE OF 153.20' TO A POINT AT THE COMMON CORNER OF "TRACT 4 PARCEL B" AND "TRACT 4 PARCEL A" AS RECORDED IN 2337 PAGE 734; THENCE S 66°34'26" W A DISTANCE OF 61.65' WITH SAID OSBORNE AND TRACT 4 PARCEL A LINE TO A FOUND IRON ROD AT OSBORNE'S NORTHWEST CORNER; THENCE CONTINUE WITH SAID LINE S 08°33'26" W A DISTANCE OF 245.80' TO A FOUND IRON ROD AND CAP AT OSBORNE'S SOUTHWEST CORNER; THENCE CONTINUE S 08°33'26" W, A DISTANCE OF 30.00', TO A POINT IN THE CENTERLINE OF AFORESAID BEAR CREEK ROAD (50' ROW) AND A CORNER TO "TRACT 4 PARCEL A;"

THENCE WITH THE CENTERLINE OF BEAR CREEK ROAD, AND THE SOUTH LINE OF

SAID "TRACT 4 PARCEL A", THE FOLLOWING 3 COURSES; S 65°49'26" W A DISTANCE OF 92.50' TO A POINT; THENCE WITH A CURVE RIGHT WITH AN ARC LENGTH OF 224.58', A RADIUS OF 1818.75', A CHORD BEARING OF S 69°32'32" W, WITH A CHORD LENGTH OF 224.44', WITH A DELTA ANGLE OF 07°04'30", TO A POINT; THENCE S 75°18'08" W A DISTANCE OF 155.13' TO A COMMON CORNER OF SAID "TRACT 4 PARCEL A" AND "TRACT 1" AS RECORDED AT (DEED BOOK 2337 PAGE 737)

THENCE WITH THE BOUNDARY OF SAID "TRACT 1" AND THE CENTERLINE OF BEAR CREEK ROAD THE FOLLOWING TEN (10) COURSES;

THENCE, S 76°57'25" W A DISTANCE OF 183.57' TO A POINT;
THENCE S 81°45'52" W A DISTANCE OF 183.99' TO A POINT;
THENCE WITH A CURVE LEFT WITH AN ARC LENGTH OF 331.84', A RADIUS OF 860.34', A CHORD BEARING OF S 70°42'53" W, WITH A CHORD LENGTH OF 329.79', WITH A DELTA ANGLE OF 22°05'58",
THENCE S 59°39'54" W A DISTANCE OF 951.35' TO A POINT;
THENCE S 60°16'31" W A DISTANCE OF 358.68' TO A POINT;
THENCE S 62°10'41" W A DISTANCE OF 179.75' TO A POINT;
THENCE S 64°21'19" W A DISTANCE OF 274.92' TO A POINT;
THENCE S 64°53'47" W A DISTANCE OF 332.93' TO A POINT;
THENCE S 66°24'28" W A DISTANCE OF 137.59' TO A POINT;
THENCE WITH A CURVE RIGHT WITH AN ARC LENGTH OF 205.17', A RADIUS OF 691.43', A CHORD BEARING OF S 74°35'38" W, WITH A CHORD LENGTH OF 204.42', WITH A DELTA ANGLE OF 17°00'05", TO FOUND PK NAIL AT THE SOUTHWEST CORNER OF SAID TRACT 1 AND THE CENTERLINE OF BAILEY ROAD (50' ROW);

THENCE WITH THE CENTERLINE OF BAILEY ROAD AND THE WESTERLY LINE OF SAID TRACT 1 THE FOLLOWING NINE (9) COURSES;

N 30°51'00" W A DISTANCE OF 511.59' TO A POINT;
THENCE N 31°22'51" W A DISTANCE OF 250.00' TO A POINT;
THENCE N 32°41'01" W A DISTANCE OF 184.60' TO A POINT;
THENCE N 33°17'16" W A DISTANCE OF 435.04' TO A POINT;
THENCE N 30°58'26" W A DISTANCE OF 150.10' TO A POINT;
THENCE WITH A CURVE LEFT WITH AN ARC LENGTH OF 439.38', A RADIUS OF 970.27', A CHORD BEARING OF N 42°57'24" W, WITH A CHORD LENGTH OF 435.64', WITH A DELTA ANGLE OF 25°56'46",
THENCE N 54°25'23" W A DISTANCE OF 375.59' TO A POINT;
THENCE WITH A CURVE LEFT WITH AN ARC LENGTH OF 172.07', A RADIUS OF 378.22', A CHORD BEARING OF N 67°08'00" W, WITH A CHORD LENGTH OF 170.59', WITH A DELTA ANGLE OF 26°04'00",
THENCE N 80°23'55" W A DISTANCE OF 53.39' TO PK NAIL AND DISK SET AT THE SOUTHWEST CORNER OF SAID TRACT 1 AND THE SOUTHEAST CORNER OF THE LANDS OF BRIAN TERP (DEED BOOK 6345 PAGE 785);

THENCE LEAVING BAILEY ROAD AND WITH THE COMMON LINE OF SAID "TRACT 1" AND THE PREVIOUSLY MENTIONED LANDS OF "BRIAN TERP" THE FOLLOWING FIFTEEN (15) COURSES;

N 20°25'41" E A DISTANCE OF 320.91' TO A POINT; A FOUND IRON ROD AND CAP
THENCE N 15°42'14" W A DISTANCE OF 407.80' TO A FOUND IRON ROD AND CAP;
THENCE N 07°53'40" E A DISTANCE OF 362.42' A FOUND IRON ROD AND CAP;

THENCE N 24°52'01" W A DISTANCE OF 197.25' TO A POINT;
THENCE N 36°21'40" W A DISTANCE OF 172.34' TO A FOUND IRON ROD AND CAP;
THENCE N 18°53'11" E A DISTANCE OF 285.48' TO A FOUND IRON ROD AND CAP;
THENCE S 69°32'23" E A DISTANCE OF 290.03' TO A FOUND IRON ROD AND CAP;
THENCE N 81°57'38" E A DISTANCE OF 187.19' TO A POINT;
THENCE N 78°51'59" E A DISTANCE OF 443.00' TO A FOUND IRON ROD AND CAP;
THENCE N 89°19'54" E A DISTANCE OF 1112.13' TO A FOUND IRON ROD AND CAP;
THENCE N 54°29'50" E A DISTANCE OF 448.56' TO A FOUND IRON ROD AND CAP;
THENCE N 60°13'47" E A DISTANCE OF 591.20' TO A FOUND IRON ROD AND CAP;
THENCE N 50°35'46" E A DISTANCE OF 342.95' TO A FOUND IRON ROD AND CAP;
THENCE S 88°46'09" E A DISTANCE OF 393.06' TO A FOUND IRON ROD AND CAP;
THENCE N 77°35'46" E PASSING A FOUND IRON PIN AT 213.00' AND CONTINUE FOR A TOTAL DISTANCE OF 351.00 TO A POINT IN MURFREES FORK CREEK;

THENCE WITH THE CENTER OF CREEK GENERALLY DESCRIBED BY THE FOLLOWING ELEVEN (11) COURSES;

N 11°11'38" E, A DISTANCE OF 145.55' TO A POINT;
THENCE N 14°50'49" W, A DISTANCE OF 155.56' TO A POINT AT THE NORTHEAST CORNER OF SAID TERP LANDS AND THE SOUTHWEST CORNER OF THE LANDS OF CUMBERLAND & WESTERN RESOURCES PARCEL (DB 4383 PAGE 670);
THENCE LEAVING SAID TERP LANDS AND WITH THE EAST BOUNDARY OF CUMBERLAND AND WESTERN RESOURCES TRACT AND THE CENTERLINE OF AFOREMENTIONED MURFREES FORK THE FOLLOWING NINE (9) COURSES;

THENCE N 38°33'44" E, A DISTANCE OF 117.33' TO A POINT;
THENCE N 78°35'26" E, A DISTANCE OF 116.36' TO A POINT;
THENCE S 62°29'25" E, A DISTANCE OF 199.42' TO A POINT;
THENCE N 70°48'11" E, A DISTANCE OF 125.38' TO A POINT;
THENCE N 25°14'04" E, A DISTANCE OF 108.87' TO A POINT;
THENCE N 00°39'55" E, A DISTANCE OF 362.43' TO A POINT;
THENCE N 08°29'21" W, A DISTANCE OF 180.02' TO A POINT;
THENCE N 12°06'09" W, A DISTANCE OF 205.27' TO A POINT;
THENCE N 56°52'01" E, A DISTANCE OF 468.43' TO A POINT IN THE CREEK AT THE ORIGINAL CALL OF A DEEP HOLE OF WATER NEAR A BLUFF); SAID CORNER BEING COMMON WITH THE AFORESAID CUMBERLAND AND WESTERN RESOURCES TRACT AND THE SOUTHERN CORNER OF THE LANDS OF CAL TURNER JR. (DEED BOOK 6351 PAGE 567). THENCE LEAVING THE MURFREES FORK AND WITH THE COMMON LINE OF SAID TRACT 2 AND SAID LANDS OF CAL TURNER JR. THE FOLLOWING FIVE (5) COURSES,

THENCE S 01°23'46" E A DISTANCE OF 243.00' TO A FOUND IRON ROD;
THENCE N 27°56'47" E A DISTANCE OF 693.65' TO A FOUND IRON ROD AND CAP;
THENCE N 12°57'51" W A DISTANCE OF 110.97' TO A FOUND IRON ROD AND CAP;
THENCE N 00°11'42" E A DISTANCE OF 169.01' TO A FOUND IRON ROD AND CAP;
THENCE N 01°05'31" E A DISTANCE OF 131.94' TO A FOUND IRON ROD AND CAP AT THE SOUTH MARGIN OF CARL ROAD (40' ROW);

THENCE LEAVING SAID TURNER LANDS AND WITH THE SOUTH MARGIN OF CARL ROAD AND THE BOUNDARY OF THE PREVIOUSLY MENTIONED "TRACT 2", WITH A NON-TANGENT CURVE RIGHT WITH AN ARC LENGTH OF 130.62', A RADIUS OF 225.10', A CHORD BEARING OF N 82°17'54" E, WITH A CHORD LENGTH OF 128.79', WITH A DELTA ANGLE OF 33°14'49";

THENCE S 81°12'04" E A DISTANCE OF 110.00' TO A POINT;
THENCE S 75°32'04" E A DISTANCE OF 283.00' TO A POINT;
THENCE S 81°12'04" E A DISTANCE OF 100.00' TO A POINT;
THENCE S 89°12'04" E A DISTANCE OF 175.00' TO A POINT;
THENCE S 84°52'04" E A DISTANCE OF 170.00' TO A POINT;
THENCE S 82°52'04" E A DISTANCE OF 270.00' TO A POINT;
THENCE S 82°02'04" E A DISTANCE OF 500.00' TO A POINT;
THENCE S 79°02'04" E A DISTANCE OF 385.00' TO A POINT;
THENCE S 78°22'04" E A DISTANCE OF 298.00' TO A POINT;
THENCE S 58°22'04" E A DISTANCE OF 277.30' TO A POINT;
THENCE WITH A CURVE RIGHT WITH AN ARC LENGTH OF 202.29', A RADIUS OF
271.87', A CHORD BEARING OF S 37°03'04" E, WITH A CHORD LENGTH OF 197.66', WITH A
DELTA ANGLE OF 42°37'59";
THENCE S 15°44'04" E A DISTANCE OF 970.00' TO A POINT;
THENCE S 15°22'04" E A DISTANCE OF 330.00' TO A POINT;
THENCE S 13°12'04" E A DISTANCE OF 250.00' TO A POINT;
THENCE S 11°32'04" E A DISTANCE OF 185.00' TO A POINT;
THENCE S 01°07'55" E A DISTANCE OF 130.43' TO THE BEGINNING.

CONTAINING 27,069,068 SQUARE FEET, 621.420 ACRES MORE OR LESS.

BEING THE SAME PROPERTY CONVEYED TO DEVELOPER BY DEED FROM AL HAGAMAN,
TRUSTEE OF THE DANDA FARMS TRUST, OF RECORD IN BOOK _____, PAGE _____,
DATED _____, 2018, SAID REGISTER'S OFFICE. FURTHER BEING THE SAME
PROPERTY CONVEYED TO DEVELOPER BY DEED FROM AL HAGAMAN, TRUSTEE OF THE
BARRA REAL ESTATE TRUST OF RECORD IN BOOK _____, PAGE _____, DATED
_____, 2018, SAID REGISTER'S OFFICE.

Exhibit B

Sewage Facility Land

Exhibit C

Plans and Specification

USER MANUAL
DO'S AND DON'TS

For

EFFLUENT COLLECTION SYSTEMS

Copy to be provided and can be viewed online at:

http://adenus.com/Adenus_Homeowners_Manual.pdf

Exhibit E
Sewer Service Agreement

DATE: _____

PRINTED NAME

ADDRESS OF PROPERTY

LOT #

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL ADDRESS

I hereby make application to Tennessee Wastewater Systems, Inc. ("TWS") for sewer service at the address of property stated above. In consideration of the undertaking on the part of TWS to furnish sewer service, I understand, covenant and agree as follows:

1. I understand that the components of a sewer system have been installed on the property referred to above, which is owned or occupied by me, and which is to be connected with a wastewater disposal system owned and/or maintained by TWS. I warrant that any connection to and/or subsequent use to this system by the components on my property shall be in accordance with the Rules, Regulations and Plans of TWS. Regarding my usage of the system components on my property, which are owned by me, I covenant to follow the guidelines set forth in the USER MANUAL (Do's and Don'ts for an Effluent Collection System). Should I violate these Rules and/or abuse or damage my components, I understand that I must bear the expense to repair or replace the same in accordance with the Plans of TWS.
2. I acknowledge TWS, its successors and assigns have a perpetual easement in, over, under and upon the above specified land as shown on the property plat, with the right to operate and repair all components of the sewer system on my property, including but not limited to the interceptor tank and the Interceptor Pump or Interceptor Gravity Tank systems. I further grant TWS permission to enter upon my property for any reason connected with the provision or removal of sewer service or collection therefore.
3. For all other plumbing and structures on the property, including the outfall line to the interceptor tank, I agree that I am responsible for all operation and repair thereof.
4. I hereby authorize TWS to purchase and install a cutoff valve on my side of my water meter and grant TWS exclusive right to use such valve in accordance with its Rules and Regulations. However, the use of this valve does not in any way relieve me of my obligation to pay for water service to the service provider.
5. I understand and agree to promptly pay for service at the then current schedule of rates and fees and agree to abide by and be subject to TWS's billing and cutoff procedures. Should I not pay in accordance with TWS's Rules, I agree to pay all costs of collection, including attorney fees.
6. I accept the current Rules and Regulations and the Rates and Fees Schedule and agree to abide by any amendments to such Schedules.
7. I agree that this Agreement shall remain in effect for as long as I own, reside upon or rent the above-described property. When such circumstances no longer exist, I agree to provide notice to TWS at least thirty (30) days in advance of my vacating the property.

SUBSCRIBER'S SIGNATURE

Exhibit F

Form of Deed

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Ashworth Law Firm, PLLC
Robert C. Ashworth, Attorney at Law
237 2nd Avenue South
Franklin, Tennessee 37064

QUITCLAIM DEED

FROM: OLD HILLSBORO BUILDING COMPANY, LLC, Grantor

TO: TENNESSEE WASTEWATER SYSTEMS, INC., Grantee

Name and Address of New Owner(s):	Send Tax Bills To:	Map-Parcel Number(s)
Tennessee Wastewater Systems, Inc. 851 Aviation Parkway Smyrna, TN 37167	Same	Part of Map 103, Parcels 00900/01400

STATE OF TENNESSEE)
)
COUNTY OF _____)

The actual consideration for this transfer is Zero Dollars (\$_0-).

Affiant

SUBSCRIBED AND SWORN TO before me, this the ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

FOR AND IN CONSIDERATION OF TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OLD HILLSBORO BUILDING COMPANY, LLC, a Tennessee limited liability company ("Grantor"), does quitclaim unto TENNESSEE WASTEWATER SYSTEMS, INC., a Tennessee corporation ("Grantee"), its successors and assigns, all of Grantor's rights, title and interest in and to certain tracts or parcels of land in Williamson County, State of Tennessee, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all

buildings, structures and other improvements of any and every nature located on the Land and all fixtures attached or affixed to the Land or to any such buildings, structures or other improvements (collectively with the Land, the "Property").

The Property is improved property known on Carters Creek Pike, Williamson County, Tennessee.

The Property is conveyed subject to such limitations, restrictions and encumbrances as may affect the Property.

This instrument has been prepared based on information provided by Grantor and Grantee.

Witness my hand this _____ day of _____, 2018.

GRANTOR:

OLD HILLSBORO BUILDING
COMPANY, LLC, a Tennessee limited
liability company

By: _____
Print Name: William E. Miles
Title: Chief Manager

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared William E. Miles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of OLD HILLSBORO BUILDING COMPANY, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at Office in _____, Tennessee, this ____ day of _____, 2018.

Notary Public
My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

Exhibit G

Form of Sewer Line Easements

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Ashworth Law Firm, PLLC
Robert C. Ashworth, Attorney at Law
237 2nd Avenue South
Franklin, Tennessee 37064

SEWER LINE EASEMENTS

Tennessee Wastewater Systems, Inc.
851 Aviation Parkway
Smyrna, TN 37167

Subdivision _____
Book _____
Page _____

Name and Address of New Owner(s):	Send Tax Bills To:	Map-Parcel Number(s)
Tennessee Wastewater Systems, Inc. 851 Aviation Parkway Smyrna, TN 37167	Same	Part of Map 103, Parcels 00900/01400

STATE OF TENNESSEE)
COUNTY OF _____)

The actual consideration for this transfer is Zero Dollars (\$-0-).

Affiant

SUBSCRIBED AND SWORN TO before me, this the __ day of _____, 2018.

Notary Public
My Commission Expires: _____

DEED FOR EASEMENT FOR WASTEWATER SYSTEM LINES & EQUIPMENT

This Deed made by and OLD HILLSBORO BUILDING COMPANY, LLC, a Tennessee limited liability company ("Grantor"), and TENNESSEE WASTEWATER SYSTEMS, INC., a Tennessee corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns a certain Subdivision in the 3rd Civil District of Williamson County, Tennessee, the same being the land conveyed to them by Al Hagaman, Trustee of the Danda Farms Trust, of record in Deed Book _____, Page _____, Register's Office of Williamson County, Tennessee, and Al Hagaman, Trustee of the Barra Real Estate Trust, of record in Deed Book _____, Page _____, Register's Office of Williamson County, Tennessee

WHEREAS, Grantee's Contractor is installing wastewater lines and equipment throughout the subdivision property for the purpose of installing a state approved sanitary sewer system, and

WHEREAS, it is the desire of the Grantor to grant a perpetual easement to the Grantee for the laying, installation, operation and maintenance of wastewater lines and equipment along, over and across the lands.

NOW, THEREFORE, Grantor, for and in consideration of inducing Grantee to construct the said wastewater lines and equipment and for no monetary consideration and other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby grant, give and convey unto Grantee, its successors and assigns, the perpetual right and easement to lay, construct and install wastewater lines and equipment and to operate, maintain and repair said wastewater system under and across their land. Said easement shall be a Twenty (20) foot construction easement with a Ten (10) foot perpetual easement in width and parallel to the wastewater lines. Grantor does hereby grant, give and convey to Grantee a perpetual right to cut, trim or remove the trees, shrubbery and like obstructions, and for the purpose of the constructions, reconstruction, repairing, operating and maintaining said lines along, over and across the area which is located within Five (5) feet of the side of the center line of said wastewater line as actually installed.

It is agreed and understood that the contractor for Grantee shall be financially responsible for all damages done to the fences and any other structures at the time of installation or maintenance of the wastewater lines and shall cleanup and re-grass according to present usage.

Grantor will give notice of this deed to each and all of his assigns of the subject property.

As used where, the singular includes the plural and the masculine includes the feminine.

IN WITNESS WHEREOF, the undersigned have set their hands and seals on the ____ day of _____, 2018.

GRANTOR:

OLD HILLSBORO BUILDING COMPANY, LLC, a Tennessee limited liability company

By: _____

Print Name: William E. Miles

Title: Chief Manager

GRANTEE:

TENNESSEE WASTEWATER SYSTEMS
a Tennessee corporation

By: _____

Name: Charles R. Hyatt

Title: President

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public of said County and State, personally appeared William E. Miles, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of OLD HILLSBORO BUILDING COMPANY, LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____, a Notary Public of said County and State, personally appeared Charles R. Hyatt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President (or other officer authorized to execute the instrument) of TENNESSEE WASTEWATER SYSTEMS, INC., the within named bargainor, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by himself as President.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 2018.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

EXHIBIT A

PROPERTY DESCRIPTION

Exhibit H

Restrictive Covenants

SPECIAL PROVISIONS REGARDING WASTEWATER DISPOSAL

Section 1. **Wastewater System.** The Property and each Residential Unit located thereon shall be served by a wastewater treatment and disposal system to be operated by the Wastewater Utility. Each Owner, by purchase of a Residential Unit, agrees to enter into an agreement regarding the Wastewater System with such Wastewater Utility in form and substance satisfactory to such Wastewater Utility, and to abide by any rules, regulations or other requirements of such Wastewater Utility regarding the Wastewater System ("Do's & Don'ts for Effluent Collection Systems").

Section 2. **Wastewater Utility.** No individual wastewater disposal system shall be permitted on any Residential Unit. The Wastewater System of the Property will be owned and operated by the Wastewater Utility, a public utility company, which is regulated by the Tennessee Public Utility Commission. Water and sewer lines will be installed to the line of each Residential Unit. It will be the responsibility of a Lot Owner who is building a home to extend these lines to the dwelling and install components per the specifications of the Wastewater Utility.

Section 3. **System Requirements.**

(a) The Wastewater System being installed requires the Owner of each Residential Unit to purchase and install a tank system on the Residential Unit when constructing a building and before occupancy of the dwelling. After installation of the tank is accepted by the Wastewater Utility, all maintenance, service and/or replacement will thereafter be the responsibility of the Wastewater Utility. The Owner by accepting a deed to a Residential Unit in the Sweet Apple Hill subdivision grants a convenience easement onto and across the property to the Wastewater Utility responsible for maintenance of the collection lines and sewer tank system. The Owner shall purchase and install, at the Owner's expense, a tank system of a size, shape, and nature as required by and in compliance with specifications as provided to the then Owner by the Wastewater Utility.

(b) Each Owner shall be required to ensure that a water shut-off valve with an appropriate valve box is installed in the water line on the Owner's side of the water meter at each residence built on a Residential Unit within the Property. The valve shall comply with specifications established by the Wastewater Utility.

(c) The Wastewater Utility will authorize the Owner to discharge wastewater into the Wastewater System only after the Wastewater Utility has inspected and approved the equipment installation.

Section 4. **Owner Responsibilities.** The Owner agrees that by accepting a deed to a Residential Unit and by installing and using the tank system that such Owner will not knowingly discharge nor allow to be discharged any material, chemical, solid or liquid into the Wastewater System that will create an environmental hazard or that will cause damage to any part of the Wastewater System.

Section 5. Fees.

(a) A stand-by fee for each Residential Unit is charged by the Wastewater Utility until a dwelling is constructed and connected to the Wastewater System and the Owner signs up for service. The amount of the stand-by fee is set by the Tennessee Public Utility Commission and is \$120.00 per year as of the date of adoption of this Declaration, or as may be amended in the future by the Tennessee Public Utility Commission. Such fee shall be paid by the Owner of each Residential Unit by December 15th of each year, and shall be paid by the record Owner of such Residential Unit as of December 1st of such year.

(b) In order to secure wastewater service to a home, the Owner will be required to enter into a service agreement with the utility. The monthly rate for wastewater service is set by the Tennessee Public Utility Commission.

Section 6. Survival. The terms and conditions of this Article in its entirety shall survive closing of the sale of any Residential Unit and acceptance of a deed thereto and shall not be merged therein and shall be binding upon successive Owners of each Residential Unit.

