

**BEFORE THE TENNESSEEPUBLIC UTILITY COMMISSION**

**NASHVILLE, TENNESSEE**

**June 15, 2024**

**IN RE:            PETITION OF AQUA GREEN UTILITY INC. TO AMEND ITS CERTIFICATE OF  
CONVENIENCE AND NECESSTIY**

**DOCKET NO:    1800122**

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Petition of Aqua Green Utility Inc. to amend its Certificate of Convenience and Necessity

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Aqua Green Utility Inc. would like add an update to our petition for Flat Creek Plant. See  
Attached filed Easement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Dart Kendall', with a stylized flourish at the end.

Dart Kendall  
Aqua Green Utility Inc.

24006019

3 PGS:AL-EASEMENT	
JANE BATCH: 326819	05/15/2024 - 12:32 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

*Plu Dart Kendall*  
 After Recording Return To:  
 Aqua Green Utility Inc.  
 3350 Galts Rd  
 Acworth, Georgia 30102  
 Attn: Dart Kendall

(For Recording Purposes)

## NON-EXCLUSIVE GRANT OF EASEMENT

MAP 48-19.00

State of Tennessee

County of Maury

PROJECT NAME: Trace side

This Easement Agreement is made and entered into this 15<sup>th</sup> day of May 2024, by and between Flat creek development hereinafter referred to as "Grantor(s)," and **Aqua Green Utility Inc.**, a TPUC regulated Utility of the State of Tennessee, as party of the second part hereinafter referred to as "Grantee" (the term "Grantee" to include respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and subtenants, successors and assigns, where the context hereof requires or permits):

## WITNESSETH

That Grantor(s) for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, a perpetual easement over and under Grantor's(s') property being more particularly described as follows:

All that tract or parcel of land lying and being all roads, shoulder, or right of way, all common areas and all other easements, in the entire community known as Trace Side and being improved property attached hereto as Exhibit "A" which shows this easement and which is made a part hereof by reference.

The sewer easement conveyed by this instrument is and includes the permission from Grantor(s) to use up to 20 feet in width for the construction and installation of the water/sewer Mains to be situated within the said easement.

This grant of easement shall include the right of ingress to and egress from the strip over and across the real property by means of roads and lanes on such property, if such exist, and all sewer lines shown on the subdivision plat, otherwise by such routes or routes as shall occasion the least practical damage and inconvenience to grantor. Grantee shall have the right of grading, improving and maintaining all such roads, including bridges, on or across the real property as grantee may deem necessary in the exercise of the right of ingress and egress or provide access to the subject real property.

The sewer easement conveyed herein by Grantor(s) is for the purpose of a sewer system and includes the rights to enter upon Grantor's(s') property to install and repair sewer lines and needed street repairs to be situated within the said easement, and to inspect, maintain, replace, or repair the same, as may from time to time be necessary, or whenever Grantee deems fit, with all rights, members and appurtenances to said easement and right-of-way in anywise appertaining or belonging thereto.

Grantor(s) for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling or other earth moving or construction activities within or in the easement area conveyed herein are specifically in violation of the rights conveyed herein and are, therefore, prohibited without 3 days notice so the utility may locate pipes and service disruption may be avoided.

Grantor(s) hereby covenants with Grantee that it is lawfully seized and possessed of the real estate previously described herein and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement herein granted shall bind the heirs and assigns of Grantor(s) and shall inure to the benefit of the successors in title of Grantee.

**Additional Stipulations:**

Grantor(s) for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all property used for Utility purposes is exempt from any covenants and or restrictions and is not subject to any HOA, club or any other such fees.

Witness my hand and seal, this 15<sup>th</sup> day of MAY, 20 24

**GRANTOR(S):**

[Signature]  
(Signature)

Justin Hicks  
(Printed Name)

Managing Member  
(Title)

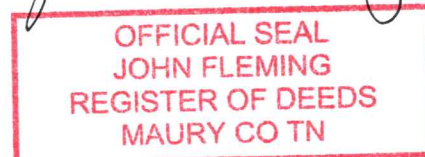
Sworn to and subscribed before me this  
15<sup>th</sup> day of MAY, 20 24.

[Signature]  
NOTARY PUBLIC  
(SEAL)



MAURY COUNTY REGISTER, STATE OF TENNESSEE  
I or we hereby swear or affirm that the actual  
Consideration for this transfer or value of the  
property transferred whichever is greater is  
\$ 0 which amount is equal to greater  
than the amount which the property transferred  
would command at a fair voluntary sale.

[Signature] Affiant  
Subscribed and sworn before me this 15 day of MAY, 2024



**\*\*Attached "8 1/2 x 11" Plat – Exhibit "A"\*\*\***