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January 25, 2022

Chairman Kenneth Hill  
c/o Ectory Lawless  
Tennessee Public Utilities Commission  
502 Deadrick Street, 4<sup>th</sup> Floor  
Nashville, TN 37243

RE: *Docket 21-00053, Application of Limestone Water Utility Operating Company, LLC for Authority to Sell or Transfer Title to the Assets, Property and Real Estate of a Public Utility and for a Certificate of Convenience and Necessity*

Dear Chairman Hill:

On December 6, 2021, the Commission approved the acquisition in the referenced Docket, subject to certain conditions. Limestone and Cartwright Creek closed the acquisition transaction on December 21, 2021. One condition requires Limestone to file a new tariff substituting itself in place of Cartwright Creek, LLC as the service provider.

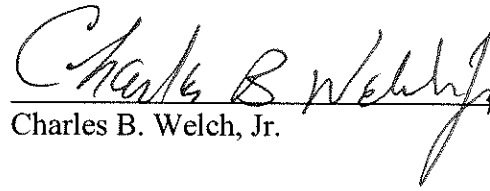
Limestone respectfully requests that the Commission substitute “Limestone Water Utility Operating Company, LLC” in each instance for “Cartwright Creek, LLC.” in the current tariff. The Commission also requested Limestone to identify, in the tariff, all of the residential subdivisions and commercial customers served. The enclosed customer list identifies each residential customer and each commercial customer to be served by Limestone, pursuant to the current tariff. Limestone respectfully requests that the list of customers be filed under seal.

Pursuant to the Commission Order, Limestone is also enclosing a copy of the recorded deed of conveyance for the real property upon which all utility facilities are located, an executed copy of the Purchase and Sale Agreement, an executed copy of the Assignment of Rights, and an executed copy of the Assignment of Contract Rights.

If you have any questions, please feel free to reach me at (615) 414-5619 or via email at cwelch@farris-law.com.

Sincerely,

FARRIS BOBANGO PLC

A handwritten signature in cursive script, reading "Charles B. Welch, Jr.", written in black ink. The signature is fluid and stylized, with a prominent initial "C" and a long, sweeping underline.

Charles B. Welch, Jr.

Encl.

cc: Josiah Cox  
David Foster

## RESIDENTIAL SUBDIVISIONS SERVED BY LIMESTONE

Limestone Water Utility Operating Company, LLC serves the following residential subdivisions:

Arrington Retreat  
The Grasslands  
The Hideaway  
Hardeman Springs

## **AGREEMENT FOR SALE OF UTILITY SYSTEM**

**THIS AGREEMENT** ("Agreement"), is made and entered into this 15<sup>th</sup> day of March 2021, by and between Central States Water Resources, Inc., a Missouri corporation, or its affiliate ("Buyer"), and Cartwright Creek, LLC ("Seller"), collectively ("Parties").

### **WITNESSETH:**

**WHEREAS**, Seller has developed and operates as a regulated sewer corporation operating sewer facilities, in the area more particularly described and depicted in the documents attached hereto as ***Exhibit "A"***, situated in Williamson County, Tennessee (herein after the "System"); and

**WHEREAS**, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri with all the requisite power necessary to enter into the transaction described hereinafter; and

**WHEREAS**, Seller is a Tennessee limited liability company, organized and existing under the constitution and the laws of the State of Tennessee with all the requisite power necessary to enter into the transaction described hereinafter; and

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase, all the assets, property and real estate connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area (defined further below as "Assets"); and

**WHEREAS**, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Assets (as hereinafter defined) of the System.

**NOW, THEREFORE**, it is mutually agreed that:

### **1. SALE OF ASSETS.**

For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees that on the closing date, Seller shall sell, transfer, assign and deliver to Buyer, or Buyer's designated affiliate, all of Seller's then existing assets pertaining to the provision of sewer service in the Systems located in Williamson County, in the State of Tennessee, and related properties, including, without limitation, the following:

**A.** The land, improvements thereon, easements, rights of way, permits and leases related to the System area depicted in ***Exhibit "A"*** and/or generally described in ***Exhibit "B"***, attached hereto;

B. All of Seller's sewer service facilities, equipment, lines, plant, pipes, 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, if any, located in Williamson County, Tennessee, and used or held for use in connection with the System as generally described in *Exhibit "C"*, attached hereto;

D. All of Seller's rights, title and interest in and to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, and customer deposits, if any, pertaining to, allocable to or arising out of the provision of sewer service in Williamson County, Tennessee as generally described in *Exhibit "D"*, attached hereto;

E. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, tap fee accounts and general intangibles including accounts receivable pertaining to the sewer service, except accounts receivable accrued prior to the closing of this sale; and

F. All assets not described which are located in Williamson County, Tennessee, and used or useful to operate the System.

The assets to be sold and delivered, as above described, are hereinafter collectively described as the "Assets."

## 2. CONVEYANCES OF REAL ESTATE.

The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the State of Tennessee, which policy shall insure the owner's title to be marketable as the same is described and defined

in the American Land Title Association ("ALTA") title examination standards ("Title Standards"). After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL.**

Buyer and Seller shall act diligently and cooperate with each other to obtain required regulatory approvals, if any, from the Tennessee Public Utility Commission ("TPUC"), Tennessee Regulatory Authority ("TRA"), or any other regulatory agency in the State of Tennessee and to obtain transfer of Seller's assets, property and permits, if any. Notwithstanding the above, Buyer and Seller shall file its joint application to transfer the utility by May 1, 2021.

4. **PURCHASE PRICE.** The purchase price shall be **One Million Three Hundred Thousand Dollars (\$1,300,000.00)** ("Purchase Price"). Buyer shall provide an Earnest Money deposit of Twenty-Five Thousand Dollars (\$25,000.00) within three (3) business days of signing this Agreement. The Earnest Money shall be held in escrow by Buyer's attorney until said time that a title company issues the title commitment for the Assets, at which time the Earnest Money will be transferred to the title company, and upon termination of this Agreement in accordance with the conditions set forth herein by the Buyer, the Earnest Money shall be refunded to the Buyer or paid to Seller if contract is terminated due to a Buyer default. The Purchase Price shall also be increased at the time of the Closing by an amount equal to any capital expenses and design fees related to the same incurred by the Seller and approved by the Buyer as set forth below from the date of this Agreement up to and including the date of the Closing for improvements to the System that are required to remain or come into compliance with any Tennessee laws or regulations. Prior

to incurring any such capital expenses and/or design fees, Seller shall notify Buyer and shall provide Buyer with a detailed description of the defect(s) requiring such capital expenses or design fees. If Buyer does not agree that the said capital expenses or design fees are necessary, it shall provide a detailed response to Seller by written statement within fifteen (15) days of receiving the notice from Seller. The Purchase Price shall only increase by an amount equal to the costs incurred for said capital expenses or design fees that are approved by Buyer.

5. **CLOSING.**

The closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree. At the closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Assets to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Assets to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Assets. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder.

On the date of closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Assets that existed prior to the date of closing.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.**

Seller is a limited liability company organized and existing under the constitution and laws of the State of Tennessee in good standing with the Tennessee Secretary of State, and Seller has all requisite power and authority to sell the Assets pursuant to the terms of this Agreement.

**B. Liabilities.**

All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Assets are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of closing.

**C. Absence of Certain Changes.**

After Buyer's inspection and acceptance of the Assets, there shall not be:

- i. Any material change in the use of the Assets in connection with the business or operations of the System;
- ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Assets.

**D. Title to Properties.**

Within twenty (20) days prior to Closing and with Buyer's assistance, Seller shall have obtained good and marketable title to all of the Assets. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Assets to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor during the PSC asset transfer process to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Williamson County Recorder's Office where such



easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.**

The Assets, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, without investigation, the System is being conducted, and as of the closing date, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes.

F. **Litigation.**

There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Assets, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.**

The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local

ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.**

Buyer is a body corporate organized, existing under the constitution and laws of the State of Missouri, in good standing, and has the requisite power to purchase the Assets which are to be sold pursuant to the terms of this Agreement.

B. **Authority.**

The execution and delivery of this Agreement by Buyer and the purchase of the Assets as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.**

All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions:

A. **Regulatory Approval.**

Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. **Representations and Warranties True at Closing.**

Seller's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.

C. **Performance.**

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the closing date, to include Public Service Commission assessments.

D. **Inspections.**

Completion of Buyer's examination, testing and inspection of the Assets and the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Assets, the results thereof to be satisfactory to Buyer, in its sole discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is one hundred twenty (120) days after executing this Agreement, shall be referred to herein as the "Inspection Period." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Assets; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Assets as intended by Buyer.

E. **No Casualty.**

The Assets shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE**

All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.**

Buyer's representations and warranties contained in this Agreement shall be true at the time of closing as though such representations and warranties were made at such time.

B. **Performance.**

Buyer shall have performed and complied with all agreements and conditions

required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

**C. Seller's Right to Terminate.**

If Seller determines, in its reasonable discretion, that any of the aforementioned conditions have not been met, Seller shall have the right to terminate this Agreement at any time prior to closing upon written notice to Buyer.

**10. INDEMNIFICATION.**

Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials prior to the date of closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

**11. FEES AND COMMISSIONS.**

Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys,

accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided.

12. **BENEFIT.**

All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

13. **GOVERNING LAW.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.

14. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

15. **NO THIRD PARTY BENEFICIARIES.**

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

16. **ENTIRE AGREEMENT.**

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

17. **SUCCESSION AND ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

18. **HEADINGS.**

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **NOTICES.**

All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section 19, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President  
Central States Water Resources, Inc.  
500 Northwest Plaza Drive #500  
St. Ann, MO 63074  
Facsimile: (314) 238-7201  
Email: [jcox@cswrgroup.com](mailto:jcox@cswrgroup.com)

With a Copy to:

James A. Beckemeier  
The Beckemeier Law Firm, LC  
13421 Manchester Road, Suite 103  
St. Louis, MO 63131  
Facsimile: (314) 965-0127  
Email: [jim@bl-stl.com](mailto:jim@bl-stl.com)

If to Seller:

Thomas L. Kolschowsky  
800 Roosevelt Road  
Building A, Suite 120  
Glen Ellyn, IL 60137  
Phone: (630) 469-3331  
Facsimile: 630-469-3390  
Email: tom@stahelin.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

20. **AMENDMENTS AND WAIVERS.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

21. **SEVERABILITY.**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

22. **EXPENSES.**

Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for Closing.

23. **CONSTRUCTION.**

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise

favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

24. **INCORPORATION OF EXHIBITS.**

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

25. **DEFAULT; ATTORNEY'S FEES.**

If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

26. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

**SELLER:**

**Cartwright Creek, LLC**

By: 

Name: Thomas L. Kolschowsky

Title: Senior Vice President and Corporate Counsel

Dated: 3/15/2021

**BUYER:**

**Central States Water Resources, Inc.**

By: 

Josiah Cox (Mar 15, 2021 10:59 MDT)

Name: Josiah Cox

Title: President

Dated: Mar 15, 2021

**RECEIPT OF EARNEST MONEY**

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Agreement and the Earnest Money provided herein transferred from Hometown Title and, further, agrees to comply with and be bound by the terms and provisions of this Agreement, without demand, including, without limitation, those terms relating to the disposition of the Earnest Money.

**Foundation Title & Escrow Series, LLC**

Name of Title Company

By: R. W. Hardison

Name: R. W. Hardison

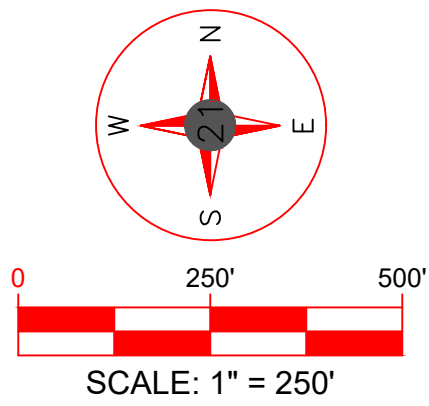
Title: Director

Date: 7/8/2021

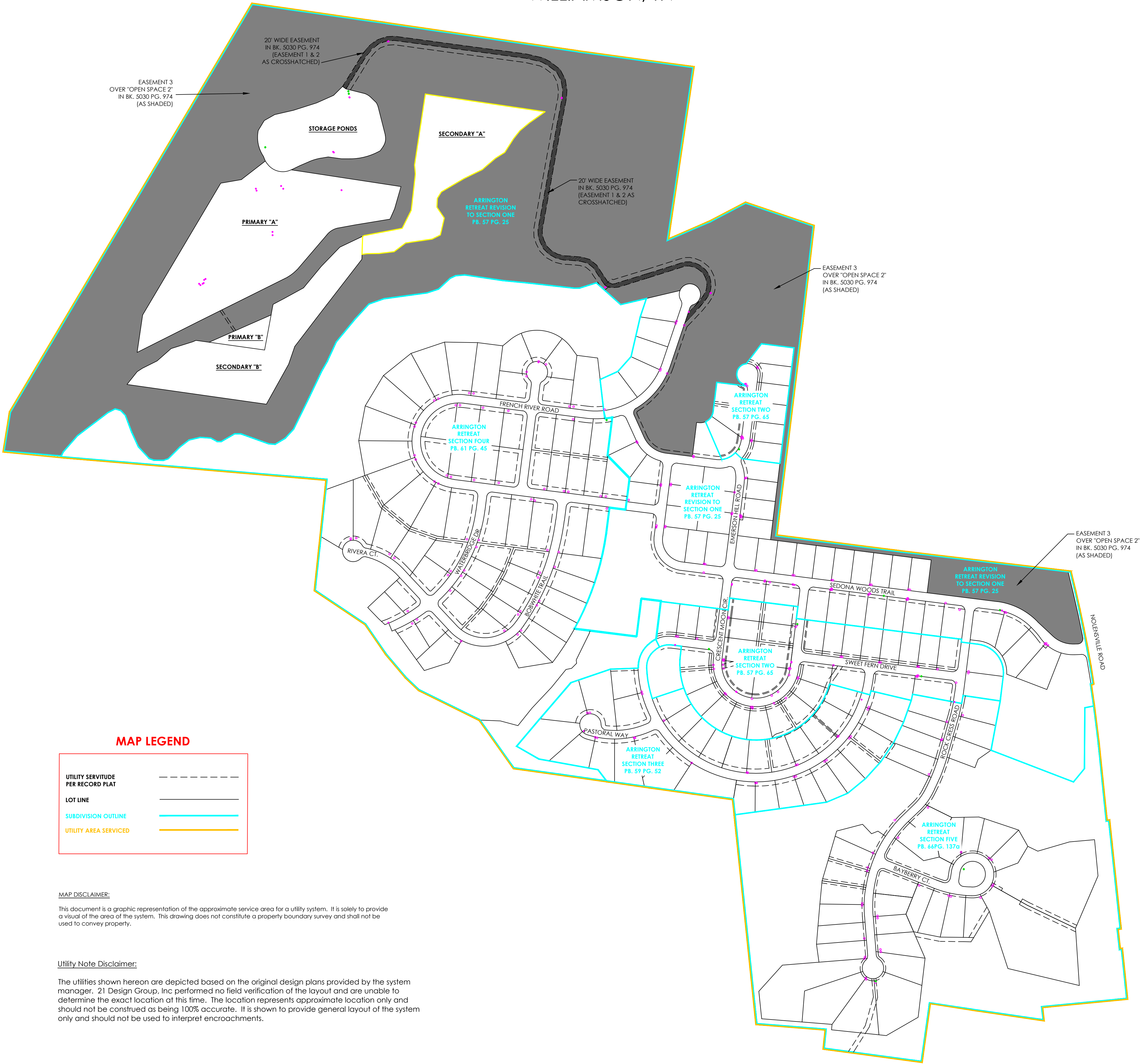
**EXHIBIT "A"**

**Service Area Description**

FINAL SERVICE AREA MAP  
ARRINGTON - CARTWRIGHT CREEK  
(WASTEWATER)  
WILLIAMSON, TN



\*ALL PLATS HAVE BEEN ACCOUNTED FOR



ARRINGTON SERVICE AREA

BEGINNING in the right-of-way of Nolansville Road at the southeast corner of Open Space A on Plat Book 66, Page 137; thence with the lines of Plat Book 66, Page 137 as follows:  
West 400.08 feet;  
South 61.65 feet;  
West 141.64 feet;  
West 194.84 feet;  
West 202.24 feet;  
South 278.08 feet;  
West 223.26 feet;  
West 235.18 feet;  
North 89.91 feet;  
West 325.95 feet;  
North 983.48 feet to the southwest corner of Lot 321 on Plat Book 59, Page 52; thence with the lines of Plat Book 59, Page 52 as follows:  
North 75.46 feet;  
West 200.65 feet;  
West 200.80 feet;  
West 280.26 feet to the southeast corner of Open Space C on Plat Book 61, Page 45; thence with the lines of Plat Book 61, Page 45 as follows:  
West 200.97 feet;  
West 200.88 feet;  
West 36.81 feet;  
Northwest 274.84 feet;  
Northwest 319.00 feet;  
Northwest 85.00 feet;  
Northwest 142.00 feet;  
Northwest 169.13 feet;  
Northwest 284.84 feet;  
North 521.93 feet;  
West 1250.70 feet to the southeast corner of Open Space 2 on Plat Book 52, Page 139; thence with the lines of Plat Book 52, Page 139 as follows:  
West 268.54 feet;  
North 184.48 feet;  
Northeast 2220.78 feet;  
East 632.30 feet;  
East 907.67 feet;  
East 544.83 feet;  
South 818.65 feet;  
Northeast 216.14 feet;  
Northeast 190.69 feet;  
Southeast 333.42 feet;  
South 472.99 feet;  
South 987.92 feet;  
East 589.84 feet;  
East 801.42 feet to the right-of-way of Nolansville Road; thence with the right-of-way of Nolansville Road South to the beginning.

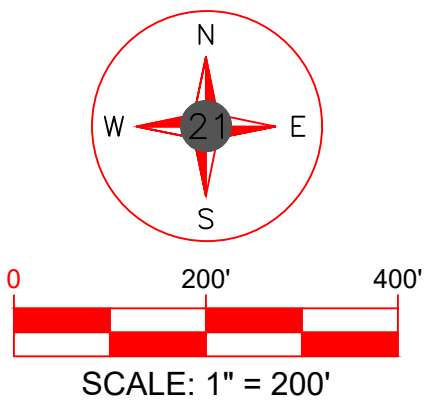
DATE:	12/15/21
PROJECT NO:	0512-18
DRAWN BY:	J.P.P.
SCALE:	1"=250'
SHEET NAME:	
SERVICE AREA MAP	

21  
DESIGN  
GROUP INC.

1351 Jefferson, Suite 301  
Washington, MO 63090

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





\*ALL PLATS HAVE BEEN ACCOUNTED FOR.

# FINAL SERVICE AREA MAP HARDEMAN SPRINGS (WASTEWATER) WILLIAMSON COUNTY, TN

TRACT TWO - WASTEWATER LOT 1  
COMMITMENT NO. 2106445

HARDEMAN SPRINGS SERVICE AREA

The service area is the entirety of that property described in Deed Book 7237, Page 576.

BEGINNING AT A SET IRON PIN WITH CAP (SEC), THE SOUTHEAST CORNER OF ADAMS AND A POINT IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD; THENCE WITH THE EASTERLY LINE OF ADAMS AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: N08°10'02"E, A DISTANCE OF 892.82' TO A SET IRON PIN WITH CAP (SEC); THENCE, N07°43'54"E, A DISTANCE OF 772.37' TO A SET IRON PIN WITH CAP (SEC); THENCE, N82°24'15"W, A DISTANCE OF 291.74' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHEAST CORNER OF KINGS CHAPEL SECTION 7; THENCE, WITH THE EASTERLY LINE OF KINGS CHAPEL SECTION 7, N10°19'00"E, A DISTANCE OF 448.92' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF STRASSER FAMILY FARM LP, THENCE WITH THE SOUTHERLY LINE OF STRASSER FAMILY FARM LP AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: S81°57'08"E, A DISTANCE OF 572.48' TO A SET IRON PIN WITH CAP (SEC); THENCE, S82°18'53"E, A DISTANCE OF 1139.76' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF THE JOHNSON FARM PROPERTIES, LP, THENCE WITH THE SOUTHERLY LINE OF JOHNSON FARM PROPERTIES LP AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: S82°19'36"E, A DISTANCE OF 656.18' TO A SET IRON PIN WITH CAP (SEC); THENCE S82°39'44"E, A DISTANCE OF 504.38' TO A SET IRON PIN WITH CAP (SEC); THENCE S82°00'57"E, A DISTANCE OF 472.78' TO A SET IRON PIN WITH CAP (SEC) AT THE NORTHWEST CORNER OF DANNY COTTON ET AL, THENCE WITH THE WESTERLY LINES OF COTTON AND TRISHUL, LLC AND AN EXISTING FENCE, WITH THE FOLLOWING CALLS: S07°12'27"W, A DISTANCE OF 1394.77' TO A SET IRON PIN WITH CAP (SEC); THENCE, S07°02'44"W, A DISTANCE OF 398.99' TO A SET IRON PIN WITH CAP (SEC); THENCE, S06°43'30"W, A DISTANCE OF 600.59' TO A SET IRON PIN WITH CAP (SEC); THENCE, N89°34'57"E, A DISTANCE OF 74.50' TO A SET IRON PIN WITH CAP (SEC); AT THE NORTHWEST CORNER OF FOX; THENCE WITH THE WESTERLY LINE OF FOX AND AN EXISTING FENCE, S06°42'29"W, A DISTANCE OF 323.96' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF FOX, A POINT IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD, THENCE WITH SAID RIGHT OF WAY N59°38'00"W, A DISTANCE OF 796.27' TO A SET IRON PIN WITH CAP (SEC); THENCE WITH A 3848.08' RADIUS CURVE TO THE LEFT, A DISTANCE OF 485.35', A CHORD BEARING AND DISTANCE OF N63°14'48"W, 485.02'; THENCE, WITH A NEW LINE, N14°05'37"E, A DISTANCE OF 718.97' TO A SET IRON PIN WITH CAP (SEC); THENCE, N75°54'23"W, A DISTANCE OF 312.07' TO A SET IRON PIN WITH CAP (SEC); THENCE, S14°05'37"W, A DISTANCE OF 682.27' TO A SET IRON PIN WITH CAP (SEC) IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD; THENCE WITH SAID RIGHT OF WAY AND A 3848.08' RADIUS CURVE TO THE LEFT, A DISTANCE OF 753.06'; A CHORD BEARING AND DISTANCE OF N77°08'46"W, 751.86'; THENCE CONTINUING WITH SAID RIGHT OF WAY, N82°45'09"W, A DISTANCE OF 940.06' TO THE POINT OF BEGINNING, HAVING AN AREA OF 157.305 ACRES, MORE OR LESS.

## MAP LEGEND

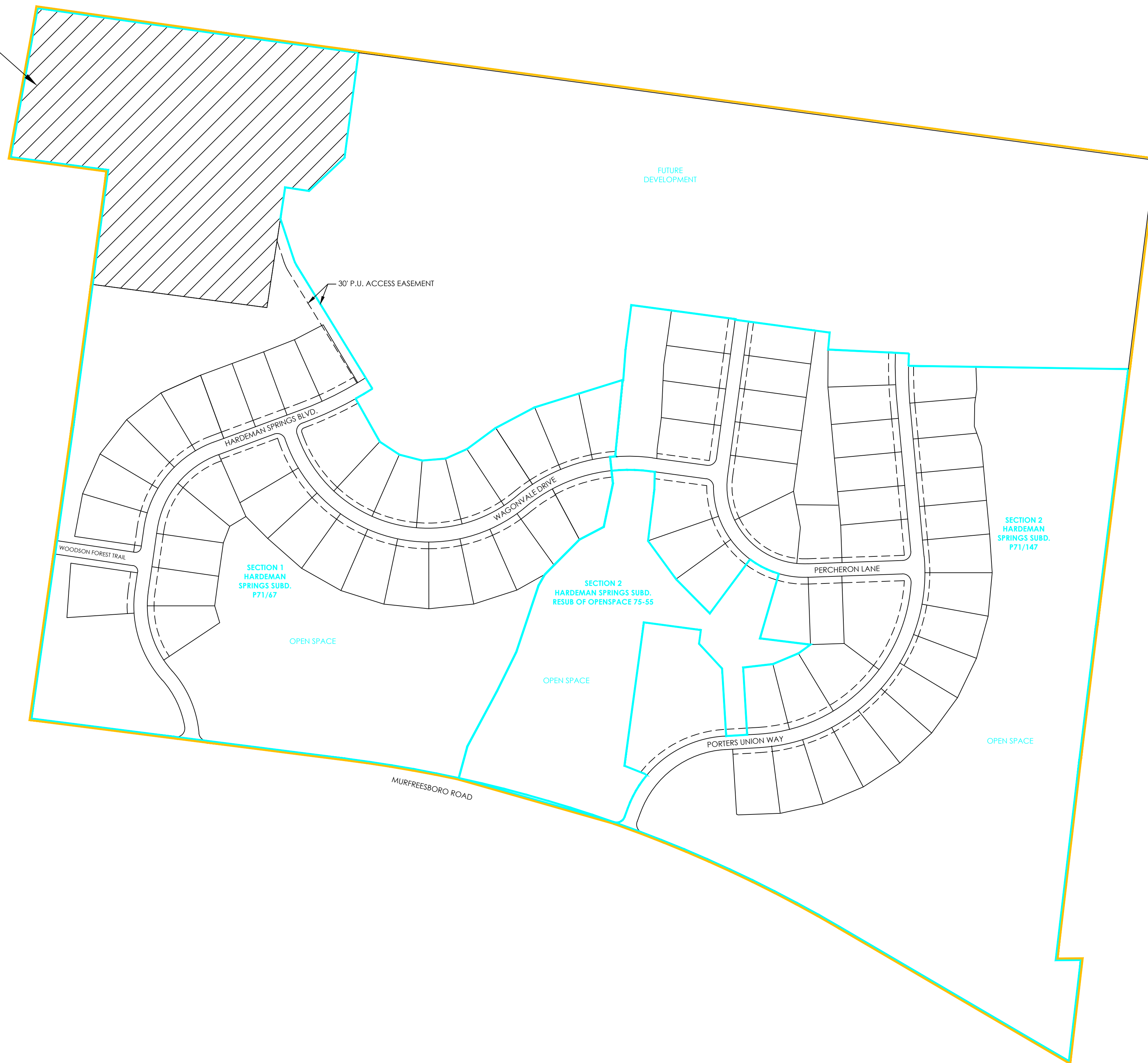
EASEMENT PER RECORDED PLAT	---
LOT LINE	---
SUBDIVISION OUTLINE	---
UTILITY AREA SERVICED	---

### MAP DISCLAIMER:

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

### Utility Note Disclaimer:

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



DATE:	12/15/2021
PROJECT NO:	512-18
DRAWN BY:	K.A.R.
SCALE:	1"=200'
SHEET NAME:	
SERVICE AREA MAP	

21

DESIGN  
GROUP INC.

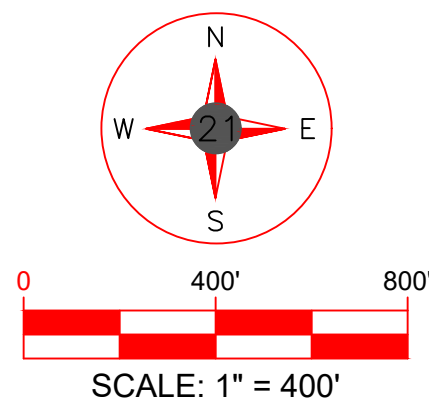
ENGINEERING & SURVEYING

1351 Jefferson, Suite 301  
Washington, MO 63090

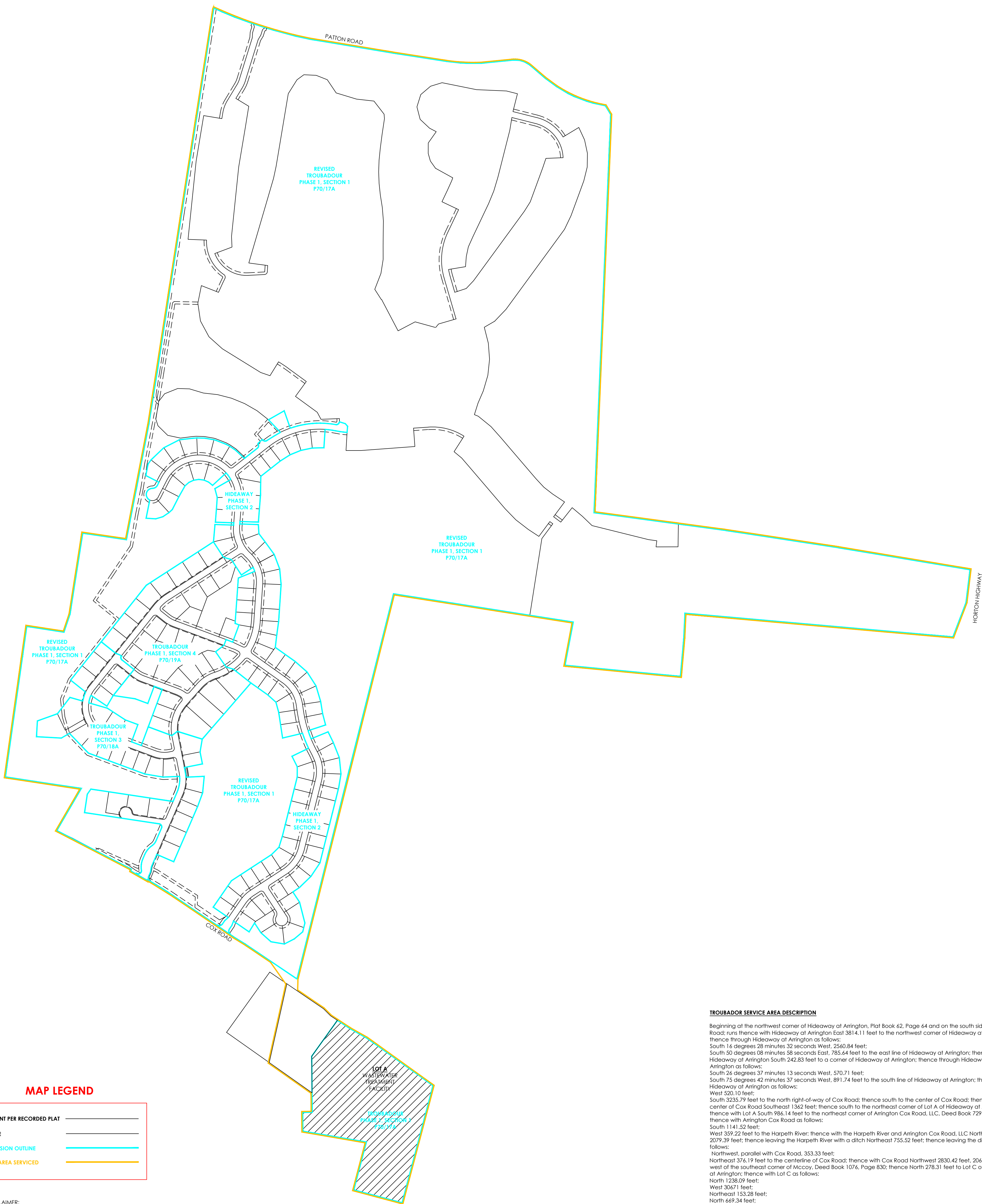
mail@21designgroup.net  
P: 636-432-5029



FINAL SERVICE AREA MAP  
HIDEAWAY  
(WASTEWATER)  
WILLIAMSON, TN



\*ALL PLATS HAVE BEEN ACCOUNTED FOR.



MAP LEGEND

EASEMENT PER RECORDED PLAT	_____
LOT LINE	_____
SUBDIVISION OUTLINE	_____
UTILITY AREA SERVICED	_____

MAP DISCLAIMER:

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

Utility Note Disclaimer:

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

TROUBADOR SERVICE AREA DESCRIPTION

Beginning at the northwest corner of Hideaway at Arrington, Plat Book 62, Page 64 and on the south side of Patton Road; runs thence with Hideaway at Arrington East 3814.11 feet to the northwest corner of Hideaway at Arrington; thence through Hideaway at Arrington as follows:  
South 16 degrees 28 minutes 32 seconds West, 2560.84 feet;  
South 50 degrees 08 minutes 58 seconds East, 783.44 feet to the east line of Hideaway at Arrington; thence with Hideaway at Arrington South 242.83 feet to a corner of Hideaway at Arrington; thence through Hideaway at Arrington as follows:  
South 26 degrees 37 minutes 13 seconds West, 570.71 feet;  
South 75 degrees 42 minutes 37 seconds West, 891.74 feet to the south line of Hideaway at Arrington; thence with Hideaway at Arrington as follows:  
West 520.10 feet;  
South 3233.79 feet to the north right-of-way of Cox Road; thence south to the center of Cox Road; thence with the center of Cox Road Southeast 1362 feet; thence south to the northeast corner of Lot A of Hideaway at Arrington; thence with Lot A South 986.14 feet to the northeast corner of Arrington Cox Road, LLC, Deed Book 7295, Page 956; thence with Arrington Cox Road as follows:  
South 1141.52 feet;  
West 359.22 feet to the Harpeth River; thence with the Harpeth River and Arrington Cox Road, LLC Northwest 2079.39 feet; thence leaving the Harpeth River with a ditch Northeast 755.52 feet; thence leaving the ditch as follows:  
Northwest, parallel with Cox Road, 353.33 feet;  
Northeast 376.19 feet to the centerline of Cox Road; thence with Cox Road Northwest 2830.42 feet, 206.37 feet west of the southeast corner of McCoy, Deed Book 1076, Page 830; thence North 278.31 feet to Lot C of Hideaway at Arrington; thence with Lot C as follows:  
North 1238.09 feet;  
West 3067.1 feet;  
Northeast 133.28 feet;  
North 669.34 feet;  
East 329.54 feet;  
North eight calls totaling 4391.01 feet to the Point of Beginning.



DATE:	12/14/2021
PROJECT NO:	0512-18
DRAWN BY:	A.M.D.
SCALE:	1"=400'
SHEET NAME:	
SERVICE AREA MAP	

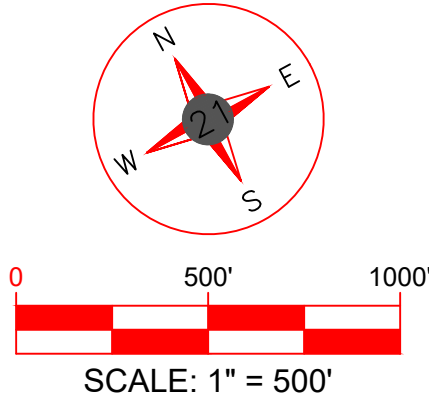
**21**  
**DESIGN**  
**GROUP INC.**

1351 Jefferson, Suite 301  
Washington, MO 63090

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



FINAL SERVICE AREA MAP  
GRASSLANDS - CARTWRIGHT CREEK  
(WASTEWATER)  
WILLIAMSON, TX



\*SHADED AREAS REPRESENT PLATS THAT HAVE BEEN ACCOUNTED FOR

LIFT STATION SUMMARY		
NUMBER	NAME	SUBDIVISION PLAT
1	LIFT STATION	1
2	LIFT STATION	1

SUBDIVISION LOCATIONS	
(SHADED AREAS REPRESENT PLATS THAT HAVE BEEN ACCOUNTED FOR)	
1	THE GARDENS AT OLD NATCHEZ 27-77
2	THE GARDENS AT OLD NATCHEZ REVISION OF ROW OF GARDENRIDGE DR AND LOTS 41-47 29-13
3	RIVER REST ESTATES SECTION 4 6-72
4	RIVER REST ESTATES SECTION 5 8-28
5	REVISION GRASSLAND ESTATES, SECTION ONE, LOTS 8 & 9 26-130

MAP LEGEND

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

MAP DISCLAIMER:

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

Utility Note Disclaimer:

The service area shown hereon are depicted based on the service area map provided by the system manager and the Certificate of Convenience and Necessity (CCN). 21 Design Group, Inc performed no field verification of the layout and are unable to determine the exact location at this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general service area of the system to assist with ordering title work and preparation of scope for a License Land Surveyor. This sketch should not be used to interpret encroachments.

Service Area Description:

BEGINNING at the northwest corner of the Common Open Area tract in Plat Book 27, Page 77 in the center of the Harpeth River; runs thence with the exterior boundary of lands on said plat as follows:  
East 330.00 feet;  
East 488.96 feet;  
North 363.99 feet;  
North 316.47 feet to the south right-of-way of Sneed Road; thence continuing with the exterior boundary of lands on Plat Book 27, Page 77 as follows:  
East 1530.17 feet;  
East 905.11 feet; thence leaving Sneed Road with the exterior boundary of the lands on said plat South 3334.92 feet to the center of Maroon Road; thence with the center of Maroon Road East 5000 feet to the center of Hillsboro Road; thence with Hillsboro Road North 720 feet; thence east to the northwest corner of Section 2 of Plat Book 15, Page 27; thence with Plat Book 15, Page 27 as follows:  
Southeast 486.14 feet;  
Northeast 119.95 feet;  
Southeast 322.86 feet to the northwest corner of Section 1 of Plat Book 16, Page 80; thence with Plat Book 16, Page 80 as follows:  
Southeast 1147.11 feet;  
Southwest 474.43 feet;  
Southeast 29.86 feet;  
Southwest 60.0 feet;  
Southwest 146.90 feet;  
South 304.54 feet to the northeast corner of Section 3C of Plat Book 19, Page 74; thence with Plat Book 19, Page 74 South 1022.14 feet to the northeast corner of Section 3B of Plat Book 18, Page 115; thence with Plat Book 18, Page 115 South 134.00 feet to the center of Marley Lane; thence with the center of Marley Lane East 725 feet to the northeast corner of Grasslands Elementary School; thence with the school South 1840 feet to a ditch in the north line of Plat Book 2, Page 59; thence west and then south with the ditch along the lines of Plat Book 2, Page 59 to the southwest corner of Lot 41A of Plat Book 2, Page 59; thence with Lot 41A East 150 feet to the southwest corner of Lot 42B; thence with Lot 42B as follows:  
Northeast 380 feet;  
Southeast 151 feet;  
Southwest 308 feet;  
Northwest to the northeast corner of Lot 45B; thence with Lot 45B Southeast 380 feet to the center of Harpeth Hills Drive; thence with the center of Harpeth Hills Drive southwest 330 feet; thence south to the center of a ditch at the northeast corner of Lot 10 of Plat Book 25, Page 93; thence South with the ditch to the southeast corner of Lot 10; thence West 16.29 feet to the northeast corner of Lot 11B of Plat Book 2, Page 59; thence with Lot 11B and Lot 11A South 358 feet to the north right-of-way of Bobby Drive; thence Southeast across Bobby Drive to the northwest corner of Deed Book 7092, Page 727; thence South to the northeast corner of Lot 1 of Plat Book 3, Page 28; thence with Lot 1 and Lot 2 South 412.95 feet to the north right-of-way of General JB Hood Drive; thence South across General JB Hood Drive to the northeast corner of Lot 184; thence with Lot 184 and Lot 183 South 443.26 feet; thence with the south line of Plat Book 3, Page 28, East 850.00 feet to the east line of Plat Book 54, Page 107; thence with Plat Book 54, Page 107 Northeast 190.27 feet; thence North to the center of General JB Hood Drive; thence with General JB Hood Drive Southeast to Job Stuart Drive; thence with Job Stuart Drive South to General Nathan Bedford Forrest Drive; thence with General Nathan Bedford Forrest Drive West 280 feet; thence North to the southwest corner of Lot 173 of Plat Book 3, Page 28; thence with Lot 173 Northwest 210.37 feet to Lot 174; thence with Lot 174 West 189.35 feet to the northwest corner of Lot 172; thence with Lot 172 South 85.00 feet to the northeast corner of Lot 171; thence with Lots 171 through 166 West 931.55 feet to the northeast corner of Lot 165; thence with Lot 165 South 340.67 feet to the southeast corner of Lot 165; thence south to the center of General Nathan Bedford Forrest Drive; thence with General Nathan Bedford Forrest Drive west to the center of Hillsboro Road; thence with the center of Hillsboro Road North 820 feet; thence West to the southeast corner of Deed Book 2440, Page 548; thence with Deed Book 2440, Page 548 as follows:  
West 256.38 feet;  
North 255.61 feet;  
East to the southwest corner of Deed Book 6714, Page 634; thence with Deed Book 6714, Page 634 North 200 feet to the south line of Deed Book 8676, Page 745; thence with Deed Book 8676, Page 745 as follows:  
West 1300 feet;  
North 680 feet;  
East 1570 feet to the right-of-way of Hillsboro Road; thence east to the center of Hillsboro Road; thence with the center of Hillsboro Road North 1100 feet; thence West to the southeast corner of Lot 7 of Plat Book 1, Page 73; thence with Lot 1 West 393 feet to the northeast corner of Lot 11; thence with Lot 11 as follows:  
Southeast 330 feet;  
Southwest 242.5 feet; thence southwest to the center of Bethlehem Loop Road; thence with Bethlehem Loop Road Northwest 480 feet; thence West 350 feet; thence Southwest 560 feet to the south line of Deed Book 3038, Page 721; thence with Deed Book 3038, Page 721 as follows:  
West 176.87 feet;  
Northeast 24.49 feet;  
Northeast 159.95 feet;  
Northwest 271.00 feet;  
Northwest 44.67 feet;  
Northeast 209.85 feet;  
Northwest 262.61 feet;  
Northeast 105.13 feet;  
Southeast 278.30 feet;  
Northwest 27.50 feet;  
North 124.77 feet;  
Southeast 96.44 feet;  
Northeast 253.14 feet to the center of Bethlehem Loop Road; thence with the center of Bethlehem Loop Road Northwest 330 feet; thence east to the northwest corner of Deed Book 2407, Page 628; thence with the north line of Deed Book 2407, Page 628 as follows:  
East 552 feet;  
Northeast 465 feet to the right-of-way of Hillsboro Road; thence Northeast to the center of Hillsboro Road; thence with the center of Hillsboro Road Northwest 450 feet; thence southwest to the southeast corner of Plat Book 26, Page 147; thence with Plat Book 26, Page 147 as follows:  
Southwest 378.58 feet;  
Northwest 225.38 feet;  
Northwest 135.00 feet;  
Northwest 210.00 feet to the right-of-way of Old Hillsboro Road; northwest to the center of Old Hillsboro Road; thence with the right-of-way of Old Hillsboro Road Southwest 700 feet; thence northwest to the southeast corner of Deed Book 6719, Page 596; thence with Deed Book 6719, Page 596 as follows:  
Northwest 86 feet;  
North 160 feet to the southwest corner of Deed Book 836, Page 412; thence with Deed Book 836, Page 412 North 185 feet to the south line of Deed Book 836, Page 391; thence with Deed Book 836, Page 391 West 179 feet to the east line of Plat Book 5, Page 107; thence with Plat Book 5, Page 107 as follows:  
South 850 feet;  
West 250 feet;  
South 240 feet;  
West 820 feet;  
Northwest 600 feet;  
North 1600 feet;  
Northwest 400 feet to the center of the Harpeth River; thence with the center of the river in a northwest direction 7000 feet to the Point of Beginning.



DATE:	12/14/2021
PROJECT NO:	0512-18
DRAWN BY:	A.M.D.
SCALE:	1"=500'
SHEET NAME:	
SERVICE AREA MAP	

21  
DESIGN  
GROUP INC.

1351 Jefferson, Suite 301  
Washington, MD 20790

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

**EXHIBIT "B"**

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases

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

All interests in land used or useful in operation of the Sewer System that services the area set forth on EXHIBIT A, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. 2106445, issued by Foundation Title & Escrow Series, LLC, as agent for First American Title Insurance Company.

**EXHIBIT "C"**

**Personal Property and Equipment**

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

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on EXHIBIT A, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.



**EXHIBIT "D"**

Rights Via Agreements, Contracts, Misc.

(franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, and customer deposits)

Customer Agreement






# 20210315205115656

Final Audit Report

2021-03-15

Created:	2021-03-15
By:	Kimberly Faulkner (kfaulkner@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAPETI32VbdC9ebgSPiGN1m-xto7cbouL

## "20210315205115656" History

-  Document created by Kimberly Faulkner (kfaulkner@cswrgroup.com)  
2021-03-15 - 4:22:27 PM GMT- IP address: 68.3.235.228
-  Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature  
2021-03-15 - 4:23:02 PM GMT
-  Email viewed by Josiah Cox (jcox@cswrgroup.com)  
2021-03-15 - 4:58:49 PM GMT- IP address: 107.77.227.58
-  Document e-signed by Josiah Cox (jcox@cswrgroup.com)  
Signature Date: 2021-03-15 - 4:59:10 PM GMT - Time Source: server- IP address: 107.77.227.58
-  Agreement completed.  
2021-03-15 - 4:59:10 PM GMT

### ASSIGNMENT OF CONTRACT RIGHTS

This Assignment of Contract Rights ("Assignment") is executed as of the 21<sup>st</sup> day of April, 2021, by CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee").

**WHEREAS**, on March 15, 2021, Assignor entered into an Agreement for Sale of Utility System ("Purchase Agreement"), with Cartwright Creek, LLC, a Tennessee limited liability company ("Cartwright Creek");

**WHEREAS**, Section 17 of the Purchase Agreement provides that Assignor may assign its rights to the Purchase Agreement to an entity affiliated with Assignor and controlled by Assignor, but without the need for Cartwright Creek's consent;

**WHEREAS**, Assignee is an entity affiliated with Assignor that Assignor controls;

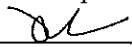
**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree:

As of the date of this Assignment, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Purchase Agreement, and any amendments or addendums thereto.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first set forth above.

#### **ASSIGNOR:**


CENTRAL STATES WATER RESOURCES, INC.,  
a Missouri corporation

By:   
By: Josiah Cox (Apr 21, 2021 15:11 CDT)  
Josiah M. Cox, President

#### **ASSIGNEE:**

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

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

By:   
By: Josiah Cox (Apr 21, 2021 15:11 CDT)  
Josiah M. Cox, President

# Assignment of Contract Rights

Final Audit Report

2021-04-21

Created:	2021-04-21
By:	Mandy Keubler (mkeubler@cswrgroup.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM54QHJxgDRQL6yJPb0ETy_tIAfas5F6

## "Assignment of Contract Rights" History



Document created by Mandy Keubler (mkeubler@cswrgroup.com)

2021-04-21 - 7:46:32 PM GMT- IP address: 71.10.211.134



Document emailed to Josiah Cox (jcox@cswrgroup.com) for signature

2021-04-21 - 7:47:05 PM GMT



Email viewed by Josiah Cox (jcox@cswrgroup.com)

2021-04-21 - 8:10:57 PM GMT- IP address: 107.77.207.122



Document e-signed by Josiah Cox (jcox@cswrgroup.com)

Signature Date: 2021-04-21 - 8:11:11 PM GMT - Time Source: server- IP address: 107.77.207.122



Agreement completed.

2021-04-21 - 8:11:11 PM GMT



Adobe Sign

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

**PREPARED BY CHARLES B. WELCH, JR., ATTORNEY AT LAW**  
414 UNION STREET, SUITE 1105  
NASHVILLE, TN 37219

### **GENERAL ASSIGNMENT**

This General Assignment ("Assignment") is executed as of the 18 day of December, 2021 by CARTWRIGHT CREEK, L.L.C., a Tennessee limited liability company, ("Assignor"), in favor of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company ("Assignee") (Assignee's Mailing Address: 1650 Des Peres Rd., Ste. 303, St. Louis, MO 63131).

### **RECITALS**

**WHEREAS**, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Williamson County, Tennessee and described in a General Warranty Deed, dated on today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Sale of Utility System dated March 15, 2021 by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, including the Arrington Retreat, Hardeman Springs, Troubadour (formerly, Hideaway at Arrington), and River Rest Estates Subdivisions, located in Williamson County, Tennessee (collectively, the "Systems").

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

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

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

### **ASSIGNMENT**

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

1. Assignment.

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

A. Easements in the Systems;

- B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the Systems, including without limitation, the following:
- a. Buildings, easements, rights of way, licenses, permits and leases;
  - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
  - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Williamson County, Tennessee, and used or held for use in connection with the Systems;
  - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the Systems and provide service to the Systems, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
  - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys and accountants) who have done work in connection with the Systems;
  - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the Systems, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
  - g. All indemnities or claims with respect to the Systems;
  - h. Any warranties, guaranties, indemnities, or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the Systems, and all claims and causes of action thereunder; and
  - i. All assets not described which are located in Williamson County, Tennessee, and used or useful in or to the Systems, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the Systems and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents:
- a. All plats located within the area described on **EXHIBIT A**;
  - b. All documents establishing easements or other rights used or useful in operation of the Systems which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;
  - c. Grant of Easement, recorded in Book 5030, Page 974, on April 1, 2010, in the land records of Williamson County, Tennessee;

- d. Dedication and Establishment of Sanitary Sewer Easement, recorded in Book 5723, Page 947, on October 17, 2012, in the land records of Williamson County, Tennessee;
  - e. Agreement for Dedication of Easement for Sanitary Sewers, recorded in Book 7270, Page 55 on January 5, 2018, in the land records of Williamson County, Tennessee; and
  - f. Memorandum of Sewer and Wastewater Treatment System Service Agreement, recorded in Book 7675, Page 354 on July 11, 2019, in the land records of Williamson County, Tennessee.
- D. The rights to operate, maintain and service the Systems, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the Systems in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of seven (7) years prior to the date of this Assignment.

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

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

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

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

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

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

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

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

[SIGNATURE PAGES FOLLOW]





**ASSIGNEE:**

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

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

By: \_\_\_\_\_  
Josiah M. Cox, President

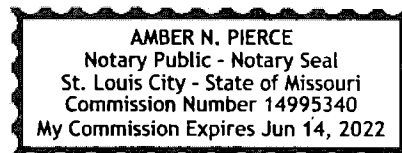
STATE OF MISSOURI       )  
                                      ) SCT.  
COUNTY OF ST. LOUIS    )

The foregoing General Assignment was acknowledged, signed and sworn to before me on this 14<sup>th</sup> day of December, 2021 by JOSIAH M. COX, President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of LIMESTONE WATER UTILITY OPERATING COMPANY, LLC, a Tennessee limited liability company, who stated that he was authorized to execute this document.

Amber N. Pierce  
NOTARY PUBLIC

(AFFIX NOTARY SEAL)

My Commission Expires: \_\_\_\_\_



**EXHIBIT A****ARRINGTON SERVICE AREA**

BEGINNING in the right-of-way of Nolensville Road at the southeast corner of Open Space A on Plat Book 66, Page 137; thence with the lines of Plat Book 66, Page 137 as follows:

West 400.08 feet;

South 61.65 feet;

West 141.64 feet;

West 194.84 feet;

West 202.24 feet;

South 278.08 feet;

West 223.26 feet;

West 235.18 feet;

North 89.91 feet;

West 325.95 feet;

North 983.48 feet to the southwest corner of Lot 321 on Plat Book 59, Page 52; thence with the lines of Plat Book 59, Page 52 as follows:

North 75.46 feet;

West 200.65 feet;

West 200.80 feet;

West 280.26 feet to the southeast corner of Open Space C on Plat Book 61, Page 45; thence with the lines of Plat Book 61, Page 45 as follows:

West 200.97 feet;

West 200.88 feet;

West 36.81 feet;

Northwest 274.84 feet;

Northwest 319.00 feet;

Northwest 85.00 feet;

Northwest 142.00 feet;

Northwest 169.13 feet;

Northwest 284.84 feet;

North 521.93 feet;

West 1250.70 feet to the southeast corner of Open Space 2 on Plat Book 52, Page 139; thence with the lines of Plat Book 52, Page 139 as follows:

West 268.54 feet;

North 184.48 feet;

Northeast 2220.78 feet;

East 632.30 feet;

East 907.67 feet;

East 544.83 feet;

South 818.65 feet;

Northeast 216.14 feet;

Northeast 190.69 feet;

Southeast 333.42 feet;

South 472.99 feet;

South 987.92 feet;

East 589.84 feet;

East 801.42 feet to the right-of-way of Nolensville Road; thence with the right-of-way of Nolensville Road South to the beginning.

**HARDEMAN SPRINGS SERVICE AREA**

The service area is the entirety of that property described in Deed Book 7237, Page 576.

BEGINNING AT A SET IRON PIN WITH CAP (SEC), THE SOUTHEAST CORNER OF ADAMS AND A POINT IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD; THENCE WITH THE EASTERLY LINE OF ADAMS AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: N08°10'02"E, A DISTANCE OF 892.82' TO A SET IRON PIN WITH CAP (SEC); THENCE, N07°43'54"E, A DISTANCE OF 772.37' TO A SET IRON PIN WITH CAP (SEC); THENCE, N82°24'15"W, A DISTANCE OF 291.74' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHEAST CORNER OF KINGS CHAPEL SECTION 7; THENCE, WITH THE EASTERLY LINE OF KINGS CHAPEL SECTION 7, N10°19'00"E, A DISTANCE OF 448.92' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF STRASSER FAMILY FARM LP, THENCE WITH THE SOUTHERLY LINE OF STRASSER FAMILY FARM LP AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: S81°57'08"E, A DISTANCE OF 572.48' TO A SET IRON PIN WITH CAP (SEC); THENCE, S82°18'53"E, A DISTANCE OF 1139.76' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF THE JOHNSON FARM PROPERTIES, LP, THENCE WITH THE SOUTHERLY LINE OF JOHNSON FARM PROPERTIES LP AND AN EXISTING FENCE WITH THE FOLLOWING CALLS: S82°19'36"E, A DISTANCE OF 656.18' TO A SET IRON PIN WITH CAP (SEC); THENCE S82°39'44"E, A DISTANCE OF 504.38' TO A SET IRON PIN WITH CAP (SEC); THENCE S82°00'57"E, A DISTANCE OF 472.78' TO A SET IRON PIN WITH CAP (SEC) AT THE NORTHWEST CORNER OF DANNY COTTON ET AL, THENCE WITH THE WESTERLY LINES OF COTTON AND TRISHUL, LLC AND AN EXISTING FENCE, WITH THE FOLLOWING CALLS: S07°12'27"W, A DISTANCE OF 1394.77' TO A SET IRON PIN WITH CAP (SEC); THENCE, S07°02'44"W, A DISTANCE OF 398.99' TO A SET IRON PIN WITH CAP (SEC); THENCE, S06°43'30"W, A DISTANCE OF 600.59' TO A SET IRON PIN WITH CAP (SEC); THENCE, N89°34'57"E, A DISTANCE OF 74.50' TO A SET IRON PIN WITH CAP (SEC); AT THE NORTHWEST CORNER OF FOX; THENCE WITH THE WESTERLY LINE OF FOX AND AN EXISTING FENCE, S06°42'29"W, A DISTANCE OF 323.96' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF FOX, A POINT IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD, THENCE WITH SAID RIGHT OF WAY N59°38'00"W, A DISTANCE OF 796.27' TO A SET IRON PIN WITH CAP (SEC); THENCE WITH A 3848.08' RADIUS CURVE TO THE LEFT, A DISTANCE OF 485.35', A CHORD BEARING AND DISTANCE OF N63°14'48"W, 485.02'; THENCE, WITH A NEW LINE, N14°05'37"E, A DISTANCE OF 718.97' TO A SET IRON PIN WITH CAP (SEC); THENCE, N75°54'23"W, A DISTANCE OF 312.07' TO A SET IRON PIN WITH CAP (SEC); THENCE, S14°05'37"W, A DISTANCE OF 682.27' TO A SET IRON PIN WITH CAP (SEC) IN THE NORTHERLY RIGHT OF WAY FOR MURFREESBORO ROAD; THENCE WITH SAID RIGHT OF WAY AND A 3848.08' RADIUS CURVE TO THE LEFT, A DISTANCE OF 753.06', A CHORD BEARING AND DISTANCE OF N77°08'46"W, 751.86'; THENCE CONTINUING WITH SAID RIGHT OF WAY, N82°45'09"W, A DISTANCE OF 940.06' TO THE POINT OF BEGINNING, HAVING AN AREA OF 157.305 ACRES, MORE OR LESS.

**TROUBADOR (FORMERLY, HIDEAWAY AT ARRINGTON) SERVICE AREA DESCRIPTION**

Beginning at the northwest corner of Hideaway at Arrington, Plat Book 62, Page 64 and on the south side of Patton Road; runs thence with Hideaway at Arrington East 3814.11 feet to the northwest corner of Hideaway at Arrington; thence through Hideaway at Arrington as follows:

South 16 degrees 28 minutes 32 seconds West, 2560.84 feet;

South 50 degrees 08 minutes 58 seconds East, 785.64 feet to the east line of Hideaway at Arrington; thence with Hideaway at Arrington South 242.83 feet to a corner of Hideaway at Arrington; thence through Hideaway at Arrington as follows:

South 26 degrees 37 minutes 13 seconds West, 570.71 feet;  
 South 75 degrees 42 minutes 37 seconds West, 891.74 feet to the south line of Hideaway at Arrington; thence with Hideaway at Arrington as follows:  
 West 520.10 feet;  
 South 3235.79 feet to the north right-of-way of Cox Road; thence south to the center of Cox Road; thence with the center of Cox Road Southeast 1362 feet; thence south to the northeast corner of Lot A of Hideaway at Arrington; thence with Lot A South 986.14 feet to the northeast corner of Arrington Cox Road, LLC, Deed Book 7295, Page 956; thence with Arrington Cox Road as follows:  
 South 1141.52 feet;  
 West 359.22 feet to the Harpeth River; thence with the Harpeth River and Arrington Cox Road, LLC Northwest 2079.39 feet; thence leaving the Harpeth River with a ditch Northeast 755.52 feet; thence leaving the ditch as follows:  
 Northwest, parallel with Cox Road, 353.33 feet;  
 Northeast 376.19 feet to the centerline of Cox Road; thence with Cox Road Northwest 2830.42 feet, 206.37 feet west of the southeast corner of McCoy, Deed Book 1076, Page 830; thence North 278.31 feet to Lot C of Hideaway at Arrington; thence with Lot C as follows:  
 North 1238.09 feet;  
 West 3067.1 feet;  
 Northeast 153.28 feet;  
 North 669.34 feet;  
 East 329.54 feet;  
 North eight calls totaling 4391.01 feet to the Point of Beginning.

#### **RIVER REST SERVICE AREA DESCRIPTION**

BEGINNING at the northwest corner of the Common Open Area tract in Plat Book 27, Page 77 in the center of the Harpeth River; runs thence with the exterior boundary of lands on said plat as follows:  
 East 330.00 feet;  
 East 488.98 feet;  
 North 363.99 feet;  
 North 316.47 feet to the south right-of-way of Sneed Road; thence continuing with the exterior boundary of lands on Plat Book 27, Page 77 as follows:  
 East 1530.17 feet;  
 East 905.11 feet; thence leaving Sneed Road with the exterior boundary of the lands on said plat South 3334.92 feet to the center of Moran Road; thence with the center of Moran Road East 5000 feet to the center of Hillsboro Road; thence with Hillsboro Road North 720 feet; thence east to the northwest corner of Section 2 of Plat Book 15, Page 27; thence with Plat Book 15, Page 27 as follows:  
 Southeast 486.14 feet;  
 Northeast 178.95 feet;  
 Southeast 322.86 feet to the northwest corner of Section 1 of Plat Book 16, Page 80; thence with Plat Book 16, Page 80 as follows:  
 Southeast 1147.11 feet;  
 Southwest 494.43 feet;  
 Southeast 29.86 feet;  
 Southwest 60.0 feet;  
 Southwest 146.90 feet;  
 South 304.54 feet to the northeast corner of Section 3C of Plat Book 19, Page 74; thence with Plat Book 19, Page 74 South 1022.14 feet to the northeast corner of Section 3B of Plat Book 18, Page 115; thence with Plat Book 18, Page 115 South 134.00 feet to the center of Manley Lane; thence with the center of Manley Lane East 725 feet to the northeast corner of Grasslands Elementary School; thence with the school South 1840 feet to a ditch in the north line of Plat Book 2, Page 59; thence west and then south

with the ditch along the lines of Plat Book 2, Page 59 to the southwest corner of Lot 41A of Plat Book 2, Page 59; thence with Lot 41A East 150 feet to the southwest corner of Lot 42B; thence with Lot 42B as follows:

Northeast 380 feet;

Southeast 151 feet;

Southwest 308 feet;

Northwest to the northeast corner of Lot 45B; thence with Lot 45B Southeast 380 feet to the center of Harpeth Hills Drive; thence with the center of Harpeth Hills Drive southwest 350 feet; thence south to the center of a ditch at the northeast corner of Lot 10 of Plat Book 25, Page 93; thence South with the ditch to the southeast corner of Lot 10; thence West 16.29 feet to the northeast corner of Lot 11B of Plat Book 2, Page 95; thence with Lot 11B and Lot 11A South 358 feet to the north right-of-way of Bobby Drive; thence Southeast across Bobby Drive to the northwest corner of Deed Book 7092, Page 727; thence South to the northeast corner of Lot 1 of Plat Book 3, Page 28; thence with Lot 1 and Lot 2 South 412.95 feet to the north right-of-way of General JB Hood Drive; thence South across General JB Hood Drive to the northeast corner of Lot 184; thence with Lot 184 and Lot 183 South 443.26 feet; thence with the south line of Plat Book 3, Page 28, East 850.00 feet to the east line of Plat Book 56, Page 107; thence with Plat Book 56, Page 107 Northeast 190.27 feet; thence Northeast to the center of General JB Hood Drive; thence with General JB Hood Drive Southeast to Jeb Stuart Drive; thence with Jeb Stuart Drive South to General Nathan Bedford Forrest Drive; thence with General Nathan Bedford Forrest Drive West 280 feet; thence North to the southwest corner of Lot 173 of Plat Book 3, Page 28; thence with Lot 173 Northwest 210.37 feet to Lot 174; thence with Lot 174 West 189.35 feet to the northwest corner of Lot 172; thence with Lot 172 South 85.00 feet to the northeast corner of Lot 171; thence with Lots 171 through 166 West 931.55 feet to the northeast corner of Lot 165; thence with Lot 165 South 340.67 feet to the southeast corner of Lot 165; thence south to the center of General Nathan Bedford Forrest Drive; thence with General Nathan Bedford Forrest Drive west to the center of Hillsboro Road; thence with the center of Hillsboro Road North 820 feet; thence West to the southeast corner of Deed Book 2440, Page 548; thence with Deed Book 2440, Page 548 as follows:

West 256.38 feet;

North 255.61 feet;

East to the southwest corner of Deed Book 6714, Page 634; thence with Deed Book 6714, Page 634 North 200 feet to the south line of Deed Book 8676, Page 765; thence with Deed Book 8676, Page 765 as follows:

West 1300 feet;

North 688 feet;

East 1570 feet to the right-of-way of Hillsboro Road; thence east to the center of Hillsboro Road; thence with the center of Hillsboro Road North 1100 feet; thence West to the southeast corner of Lot 7 of Plat Book 1, Page 73; thence with Lot 1 West 393 feet to northeast corner of Lot 11; thence with Lot 11 as follows:

Southeast 330 feet;

Southwest 242.5 feet; thence southwest to the center of Bethlehem Loop Road; thence with Bethlehem Loop Road Northwest 480 feet; thence West 320 feet; thence Southwest 560 feet to the south line of Deed Book 5038, Page 721; thence with Deed Book 5038, Page 721 as follows:

West 176.87 feet;

Northeast 24.69 feet;

Northeast 159.95 feet;

Northeast 271.00 feet;

Northwest 64.67 feet;

Northeast 209.85 feet;

Northwest 262.61 feet;

Northeast 105.13 feet;

Southeast 278.30 feet;

Northeast 27.50 feet;

North 124.77 feet;

Southeast 96.64 feet;

Northeast 253.16 feet to the center of Bethlehem Loop Road; thence with the center of Bethlehem Loop Road Northwest 330 feet; thence east to the northwest corner of Deed Book 2407, Page 628; thence with the north line of Deed Book 2407, Page 628 as follows:

East 552 feet;

Northeast 465 feet to the right-of-way of Hillsboro Road; thence Northeast to the center of Hillsboro Road; thence with the center of Hillsboro Road Northwest 450 feet; thence southwest to the southeast corner of Plat Book 26, Page 147; thence with Plat Book 26, Page 147 as follows:

Southwest 378.58 feet;

Northwest 225.38 feet;

Northeast 135.00 feet;

Northwest 210.00 feet to the right-of-way of Old Hillsboro Road; northwest to the center of Old Hillsboro Road; thence with the right-of-way of Old Hillsboro Road Southwest 700 feet; thence northwest to the southeast corner of Deed Book 6719, Page 596; thence with Deed Book 6719, Page 596 as follows:

Northwest 86 feet;

North 169 feet to the southwest corner of Deed Book 836, Page 412; thence with Deed Book 836, Page 412 North 185 feet to the south line of Deed Book 836, Page 391; thence with Deed Book 836, Page 391 West 179 feet to the east line of Plat Book 5, Page 107; thence with Plat Book 5, Page 107 as follows:

South 850 feet;

West 250 feet;

South 240 feet;

West 820 feet;

Northwest 600 feet;

North 1600 feet;

Northwest 400 feet to the center of the Harpeth River; thence with the center of the river in a northwest direction 7000 feet to the Point of Beginning.

Certificate of Authenticity

I, Jamika Jones, do hereby make oath that I am a  
 licensed attorney and/or the custodian of the original version of the electronic document  
 tendered for registration herewith and that this electronic document is a true and exact copy  
 of the original document executed and authenticated according to law on  
12/18/2021.

Date

Jamika Jones  
 Affiant Signature

12/23/2021

Date

**BK/PG: 8857/725-735**  
**21075247**

<b>11 PGS : ASSIGNMENT</b>	
<b>KAREN DUBOSE</b>	<b>844506 - 21075247</b>
<b>12/28/2021 - 08:01:00 AM</b>	
<b>MORTGAGE TAX</b>	<b>0.00</b>
<b>TRANSFER TAX</b>	<b>0.00</b>
<b>RECORDING FEE</b>	<b>55.00</b>
<b>DP FEE</b>	<b>2.00</b>
<b>REGISTER'S FEE</b>	<b>0.00</b>
<b>TOTAL AMOUNT</b>	<b>57.00</b>

STATE OF TENNESSEE, WILLIAMSON COUNTY

**SHERRY ANDERSON**

REGISTER OF DEEDS

State of Tennessee  
 County of Rutherford

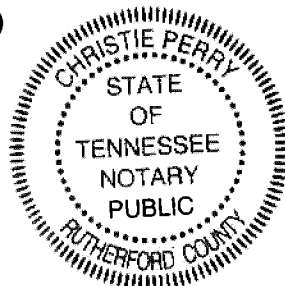
Sworn to and subscribed before me this 23rd day of DECEMBER, 20 21.

[Signature]  
 Notary's Signature

My Commission Expires:

7/22/2022  
 Date

Notary's Seal (if on paper)



**REGISTER'S USE ONLY:**

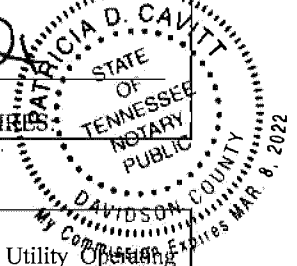
**OATH:** I, the undersigned affiant, do hereby swear or affirm that the actual consideration for transfer or the value of the property being transferred, whichever is greater, is \$1,300,000.00.

*[Signature]*  
AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THE UNDERSIGNED THIS 20 DAY OF December, 2021.

SEAL

*[Signature]*  
NOTARY PUBLIC  
COMMISSION EXPIRES

**THIS INSTRUMENT****PREPARED BY:**

Foundation Title & Escrow  
Commercial Services  
277 Mallory Station Rd., Suite 102  
Franklin, TN 37067

**SEND TAX BILLS TO:**

Limestone Water Utility Operating  
Company, LLC  
300 Montvue Road  
Knoxville, TN 37919

**NEW OWNER:**

Limestone Water Utility Operating  
Company, LLC  
300 Montvue Road  
Knoxville, TN 37919

**GENERAL WARRANTY DEED**

This indenture is made and entered into this 20 day of December, 2021 between **Cartwright Creek, LLC**, a Tennessee Limited Liability Company (hereinafter referred to as "GRANTOR") and **Limestone Water Utility Operating Company, LLC** (hereinafter referred to as "GRANTEE").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, cash in hand paid, Grantor does by these presents, sell, transfer and convey unto grantee, the following described tract or parcel of real property:

**TRACT ONE – ARRINGTON RETREAT**

**PROPERTY DESCRIPTION -- PRIMARY "A" IRRIGATION AREA  
ARRINGTON RETREAT- SECTION ONE**

**Map/Parcel 109C-A-109E-053.00**



Being a tract of land lying in the Eighteenth (18<sup>th</sup>) Civil District of Williamson County, Tennessee and being shown as Primary "A" Irrigation Area on the Final Plat entitled "Arrington Retreat -- Section One"

of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said portion of land being bounded on the north by the Treatment Plant for this Irrigation Area and the Open Space 2 tract as shown on said plats, on the east, south and by said Open Space 2 tract of said plats and being more particularly described as follows:

**Beginning** at a point at the southernmost corner of the herein described Primary Irrigation Area "A", said southernmost corner being located North 64 degrees 59 minutes 10 Seconds East, 651.75 feet from an iron rod (old) located at the southernmost corner of Parcel 49.01 as shown on Williamson County Property Map No. 86; thence, with the common line of said Open Space 2 tract of Arrington Retreat and the herein described tract, generally along a fence, for the next four (4) calls: North 08 degrees 22 minutes 57 seconds East, 177.54 feet to a point in a 300-foot buffer; thence, North 30 degrees 40 minutes 18 seconds East, 717.58 feet to a point; thence, North 80 degrees 17 minutes 52 seconds East, 97.48 feet to a point; thence, North 52 degrees 12 minutes 24 seconds East, 142.58 feet to a point lying at a fence corner to the Treatment Plant; thence, leaving said Open Space 2 Tract with the common line of the Treatment Plan, generally along a fence, South 34 degrees 12 minutes 08 seconds East, 13.10 feet; thence, with a curve to the right, generally along a fence, having a radius of 90.00 feet, an arc length of 128.04 and a chord bearing and distance of South 74 degrees 57 minutes 29 seconds East, 117.51 feet to a point. Said point being the northwest corner of the herein described tract; thence, leaving said Treatment Plant and fence line, with a new line severing the fence areas for this Primary Irrigation Area "A", South 81 degrees 18 minutes 43 seconds East, 520.35 feet to a point in a westerly line of said Open Space 2 tract and being the northeast corner of the herein described tract; thence, with the Open Space 2 Tract, generally along a fence for the next nine (9) calls: South 08 degrees 22 minutes 18 seconds West, 92.60 feet to a point; thence, South 23 degrees 48 minutes 21 seconds West, 52.61 feet to a point; thence, South 80 degrees 38 minutes 13 seconds West, 166.96 feet to a point; thence, South 79 degrees 33 minutes 31 seconds West, 78.48 feet to a point; thence, with a curve to the left, having a radius of 90.00 feet, an arc length of 61.23 feet and a chord bearing and distance of South 60 degrees 04 minutes 03 seconds West, 60.06 feet to a point; thence, South 40 degrees 34 minutes 36 seconds West, 218.50 feet to a point; thence, With a curve e to the right, having a radius of 190.00 feet, an arc length of 76.10 feet and a chord bearing and distance of South 52 degrees 03 minutes 02 seconds West, 54.93 feet to a point; thence, South 63 degrees 31 minutes 28 seconds West, 469.15 feet to a point; thence, South 63 degrees 13 minutes 50 seconds West, 319.76 feet to the **Point of Beginning**, containing 456,620 square feet or s10.483 acres, more or less, as calculated by the above described courses and distances according to an ALTA/ACSM Land Title Survey prepared by Design and Survey Concepts, LLC., by Patricia M. Williams, RLS #2294, dated November 13, 200 as last revised November 17, 2009-Job No. 2009-037.

**PROPERTY DESCRIPTION -- PRIMARY "B" IRRIGATION AREA  
ARRINGTON RETREAT- SECTION ONE**

**Map/Parcel 109C-A-109E-055.00**

Being a tract of land lying in the Eighteenth (18<sup>th</sup>) Civil District of Williamson County, Tennessee and being shown as Primary Irrigation Area known as Primary "B" on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said portion of land being bounded on the north by Secondary Area "A" as shown on said plats, on the east and south by Secondary Area "B" as shown on said plats and being bounded on the west by the Open Space 2 tract of said plats and being more particularly described as follows:

**Beginning** at a point at the southwest corner of Secondary Irrigation Area "B", said southwest corner lying in the easterly line of a drainage easement and Open Space 2 Tract of said plat not yet of record and being located North 76 degrees 32 minutes 57 Seconds East, 558.23 feet from an iron rod (old) located at the southernmost corner of Parcel 49.01 as shown on Williamson County Property Map No. 86; thence, with the common line of said drainage easement, Open Space 2 tract of Arrington Retreat and the herein described tract for the next six (6) calls: North 38 degrees 43 minutes 46 seconds East, 75.94 feet to a point; thence, North 56 degrees 43 minutes 25 seconds East, 29.34 feet to a point; thence, North 63 degrees 21 minutes 11 seconds East, 77 .25 feet to a point; thence, North 48 degrees 47 minutes 18 seconds East, 87.67 feet to a point; thence, North 72 degrees 34 minutes 48 seconds East, 105 .41 feet to a point; thence, North 66 degrees 37 minutes 31 seconds East, 16.91 feet to a point; thence, leaving said drainage easement and continuing with said Open Space 2 Tract, South 82 degrees 03 minutes 38 seconds East, 61.85 feet to the true Point of Beginning. Said Point of Beginning being the southwest corner of the herein described tract; thence, with the common severance line of said Secondary Area "B" and Primary Area "B" Irrigation Areas, South 82 degrees 03 minutes 38 seconds East, 262.88 feet to a point lying in the easterly line of said Primary Area "B", thence, continuing with said common line of Primary and Secondary Areas "B", North 10 degrees 27 minutes 22 seconds East, 165.87 feet to a point. Said point lying in an easterly line of said Open Space 2 tract. Said point being the northeast corner of the herein described tract; thence, with said easterly line of Open Space 2 tract, South 66 degrees 24 minutes 59 seconds East, 316.93 feet to the **Point of Beginning**, containing 21,780 square feet or 0.500 acres, more or less, as calculated by the above described courses and distances according to an ALTA/ACSM Land Title Survey prepared by Design and Survey Concepts, LLC., by Patricia M. Williams, RLS #2294, dated November 13, 2009 as last Revised November 17, 2009 - Job No. 2009-037.

**PROPERTY DESCRIPTION -- SECONDARY "A" IRRIGATION AREA  
ARRINGTON RETREAT- SECTION ONE**

**Map/Parcel 086M-A-109E-054.00**

Being a portion of a tract of land lying in the Eighteenth (18<sup>th</sup>) Civil District of Williamson County, Tennessee and being shown as Secondary A Irrigation Area on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee.

Said portion of land being bounded on the north, east and south by the Open Space 2 tract of land as shown on said plats and being bounded on the west by a drainage easement and said Open Space 2 tract and being more particularly described as follows:

**Beginning** at a point at the northwest corner of the herein described Secondary Area "A", said northwest corner being located South 28 degrees 49 minutes 54 Seconds East, 376.72 feet from an iron rod (old) located at the southwest corner of Parcel 51 as shown on Williamson County Property Map No. 86; thence, with the common line of said Open Space 2 tract of Arrington Retreat for the next eighteen (18) calls:

South 54 degrees 21 minutes 00 seconds West, 88.60 feet to a point; thence, South 49 degrees 46 minutes 59 seconds West, 57.34 feet to a point; thence, South 38 degrees 58 minutes 42 seconds West, 47.62 feet to a point; thence, South 32 degrees 37 minutes 36 seconds West, 76.91 feet to a point; thence, South 57 degrees 36 minutes 55 seconds West, 51.85 feet to a point; thence, South 49 degrees 27 minutes 29 seconds West, 81.87 feet to a point; thence, South 63 degrees 57 minutes 34 seconds West, 94.91 feet to a point; thence, South 59 degrees 28 minutes 59 seconds West, 123.06 feet to a point; thence, South 31 degrees 30 minutes 02 seconds West, 35.27 feet to a point; thence, South 03 degrees 08 minutes 33 seconds West, 41.69 feet to a point; thence, South 34 degrees 13 minutes 46 seconds East, 61.52 feet to a point; thence, South 12 degrees 53 minutes 19 seconds West, 81.09 feet to a point; thence, South 63 degrees 57 minutes 52 seconds West, 43.41 feet to a point; thence, South 81 degrees 25 minutes 21 seconds West, 125.04 feet to a point; thence, South 53 degrees 07 minutes 22 seconds West, 67.76 feet to a point; thence, South 83 degrees 11 minutes 13 seconds West, 70.93 feet to a point; thence, South 89 degrees 15 minutes 20 seconds West, 56.76 feet to a point; thence, South 81 degrees 32 minutes 13 seconds West, 23.66 feet to a point lying in the northerly line to a Secondary Irrigation Area known as Secondary "B"; thence, With the common severance line of said Secondary "A" and Secondary "B" Irrigations Areas, North 02 degrees 06 minutes 54 seconds East, 84.67 feet to a point lying in the easterly line of a 53-foot wide drainage easement and also an easterly line to said Open Space 2 Tract as shown on said final plat entitled "Arrington Retreat -- Section One", thence, With said easterly line of said drainage easement and Open Space 2 tract for the next six (6) calls: North 64 degrees 28 minutes 38 seconds East, 8.83 feet to a point; thence, North 79 degrees 14 minutes 08 seconds East, 180.75 feet to a point; thence, North 26 degrees 22 minutes 58 seconds East, 95.03 feet to a point; thence, North 06 degrees 32 minutes 22 seconds East, 170.29 feet to a point; thence, North 05 degrees 04 minutes 48 seconds West, 42.45 feet to a point; thence, North 08 degrees 36 minutes 16 seconds East, 335.88 feet to a point in the line of a 300-foot buffer as shown on said Arrington Retreat -- Section One plat, said point being located South 28 degrees 49 minutes 54 seconds East, 376.72 feet from an iron rod (old) located at the southwest corner of Parcel 51 as shown on Williamson County Property Map No. 86; thence, with the line of the 300-foot buffer as shown on said Arrington Retreat -- Section One plat, South 81 degrees 36 minutes 57 seconds East, 566.91 feet to the **Point of Beginning**, containing 219,711 square feet or 5.044 acres, more or less, as calculated by the above described courses and distances according to an ALTA/ACSM Land Title Survey prepared by Design and Survey Concepts, LLC., by Patricia M. Williams, RLS #2294, dated

**PROPERTY DESCRIPTION -- SECONDARY "B" IRRIGATION AREA  
ARRINGTON RETREAT- SECTION ONE**

**Map/Parcel 109C-A-109E-056.00**

Being a portion of a tract of land lying in the Eighteenth (18<sup>th</sup>) Civil District of Williamson County, Tennessee and being shown as Secondary B Irrigation Area on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said portion of land being bounded on the north by Primary Area "B" and Secondary Area "A" as shown on said plats, on the east and south by the Open Space 2 tract of land as shown on said plats and being bounded on the west by a drainage easement and said Open Space 2 tract and being more particularly described as follows:

**Beginning** at a point at the southwest corner of the herein described Secondary Irrigation Area "B", said southwest corner lying in the easterly line of a drainage easement and Open Space 2 Tract of said plats and being located North 76 degrees 32 minutes 57 Seconds East, 558.23 feet from an iron rod (old) located at the southernmost corner of Parcel 49.01 as shown on Williamson County Property Map No. 86; thence, With the common line of said drainage easement, Open Space 2 tract of Arrington Retreat and the herein described tract for the next six (6) calls: North 38 degrees 43 minutes 46 seconds East, 75.94 feet to a point; thence, North 56 degrees 43 minutes 25 seconds East, 29.34 feet to a point; thence, North 63 degrees 21 minutes 11 seconds East, 77.25 feet to a point; thence, North 48 degrees 47 minutes 18 seconds East, 87.67 feet to a point; thence, North 72 degrees 34 minutes 48 seconds East, 105.41 feet to a point; thence, North 66 degrees 37 minutes 31 seconds East, 16.91 feet to a point; thence, Leaving said drainage easement and continuing with said Open Space 2 Tract, South 82 degrees 03 minutes 38 seconds East, 61.85 feet to a point, said point being the southwest corner of Primary Irrigation Area "B"; thence, with the common severance line of said Secondary Area "B" and Primary Area "B" Irrigation Areas, South 82 degrees 03 minutes 38 seconds East, 262.88 feet to a point lying in the easterly line of said Primary Area "B", thence, continuing with said common line of Primary and Secondary Areas "B", North 10 degrees 27 minutes 22 seconds East, 217.22 feet to a point, passing the corner of Primary Area "B" at 165.87 feet. Said point lying in the easterly line of said drainage easement and Open Space 2 Tract; thence, With said easterly line of said drainage easement and Open Space 2 tract for the next five (5) calls: North 62 degrees 15 minutes 02 seconds East, 57.05 feet to a point; thence, North 61 degrees 17 minutes 52 seconds East, 105.19 feet to a point; thence, North 39 degrees 29 minutes 21 seconds East, 130.63 feet to a point; thence, North 44 degrees 02 minutes 58 seconds East, 125.41

feet to a point; thence, North 64 degrees 28 minutes 38 seconds East, 118.27 feet to a point, said point being the common westerly corner to Secondary Irrigation Area "A"; thence, With the common severance line of Secondary Area "A" and Secondary Area "B" South 02 degrees 06 minutes 54 seconds West, 108.22 feet to a point in the common line of Open Space 2 Tract of said unrecorded plat and Secondary Areas "A" and "B". Said point being the northeast corner of the herein described Secondary Area "B" tract; thence, With the common line of said Open Space 2 tract and Secondary Area "B" for the next five (5) calls: South 37 degrees 42 minutes 55 seconds West, 313.24 feet to a point; thence, South 37 degrees 20 minutes 12 seconds West, 201.44 feet to a point; thence, South 19 degrees 18

minutes 24 seconds West, 88.06 feet to a point; thence, South 28 degrees 59 minutes 16 seconds West, 214.13 feet to a point; thence, North 81 degrees 55 minutes 10 seconds West, 659.81 feet to the **Point of Beginning**, containing 237,669 square feet or 5.456 acres, more or less, as calculated by the above described courses and distances according to an ALTA/ACSM Land Title Survey prepared by Design and Survey Concepts, LLC., by Patricia M. Williams, RLS #2294, dated November 13, 2009 and last revised November 17, 2009 – Job No. 2009-037.

**PROPERTY DESCRIPTION – TREATMENT PLANT ARRINGTON RETREAT-SECTION ONE**

**Map/Parcel 086M-A-109E-052.00**

Being a portion of a tract of land lying in the Eighteenth (18<sup>th</sup>) Civil District of Williamson County, Tennessee and being shown as Secondary B Irrigation Area on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said Tract being more particularly described as follows:

**Beginning** at a point located South 46 degrees 57 minutes 27 seconds East 560.31 feet from an iron rod (old) at the southwest corner of Parcel 51.04 as shown on Williamson County Property Map No. 086 and the most northwesterly property corner of the aforesaid Arrington Retreat – Section One, said point lying at a fence corner at the gate entrance to the herein described Treatment Plant Property; thence, With a new line, severing the land of which this tract is a part of for the next twenty-four (24) calls: South 55 degrees 13 minutes 57 seconds East, 19.84 feet to a point; thence, South 75 degrees 56 minutes 00 seconds East, 90.62 feet to a point; thence, With an 82.33-foot radius curve to the right, an arc distance of 34.34 feet to a point. Said curve has a chord bearing and distance North 58 degrees 12 minutes 31 seconds West, 34.09 feet; thence, South 46 degrees 02 minutes 50 seconds East, 33.42 feet to a point; thence, With a 70.92-foot radius curve to the right, an arc distance of 21.64 feet to a point. Said curve has a chord bearing and distance of North 25 degrees 16 minutes 53 seconds West 21.56 feet; thence, South 14 degrees 10 minutes 47 seconds East 138.38 feet to a point; thence, With a 65.00-foot radius curve to the right, an arc distance of 55.11 feet to a point. Said curve has a chord bearing and distance of North 10 degrees 06 minutes 34 seconds East, 53.47 feet; thence, S 34 degrees 23 minutes 55 seconds West, 24.04 feet to a point; thence, Southwesterly, with a 288.38-foot non-tangent curve to the right, having an arc distance of 148.92 feet, a chord bearing and distance of North 74 degrees 59 minutes 30 seconds East, 147.27 feet to a point; thence, South 89 degrees 47 minutes 08 seconds West, 39.11 feet to a point; thence, North 81 degrees 49 minutes 43 seconds West, 63.57 feet to a point; thence, South 79 degrees 57 minutes 45 seconds West, 33.03 feet to a point; thence, With a 250.00-foot radius curve to the left, an arc distance of 58.19 feet to a point. Said curve has a chord bearing and distance of South 73 degrees 43 minutes 41 seconds West, 58.06 feet; thence, South 67 degrees 03 minutes 35 seconds West, 48.58 feet to a point; thence, South 64 degrees 17 minutes 10 seconds West, 45.07 feet to a point; thence, With a 90.00-foot radius curve to the right, an arc distance of 128.04 feet to a point. Said curve has a chord bearing and distance of South 74 degrees 57 minutes 29 seconds East, 117.51 feet; thence, North 34 degrees 12 minutes 08 seconds West, 47.00 feet to a point; thence, Northwestwardly, with a 158.62-foot non-tangent curve to the right, an arc distance of 127.81 feet to a point. Said curve has a chord bearing and distance of South 11 degrees 07 minutes 09 seconds East, 124.38 feet; thence, North 30 degrees 59 minutes 10 seconds East, 53.52 feet to a point; thence, North 60

degrees 46 minutes 04 seconds East 56.48 feet to a point. Said point being South 10 degrees 08 minutes 46 seconds East, 522.48 feet from the Southwest property corner of the aforesaid Parcel 5 1.04; thence, North 76 degrees 52 minutes 05 seconds East, 89.36 feet to a point; thence, North 72 degrees 33 minutes 29 seconds East, 114.30 feet to a point; thence, North 65 degrees 49 minutes 27 seconds East, 86.95 feet to a point; thence, North 45 degrees 15 minutes 00 seconds East, 59.24 feet to the **Point of Beginning**, containing 160,068 square feet or 3.67 of an acre, more or less, as calculated by the above bearings and distances according to an ALTA / ACSM Land Title Survey Prepared By: Design & Survey Concepts, LLC, by Patricia M. Williams, RLS #2294, dated November 12, 2009 and last revised November 17, 2009 - Job Number: 2009-03.

INCLUDED herewith is all right, title and interest in a Grant of Easement for ingress, egress and regress to and from French River Road as set forth in instrument of record in Book 5030, Page 974, Book 5723, Page 947 and Book 7270, Page 55, in the Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Cartwright Creek, LLC by Warranty Deed from Waterstone Single Development, LLC dated March 26, 2010 and filed April 1, 2010 in Book 5030, Page 969, in the Register's Office of Williamson County, Tennessee.

ALSO DESCRIBED AS:

#### **PRIMARY A**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being shown as Primary "A" Irrigation Area on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said portion of land being bounded on the north by the Treatment Plant for this Irrigation Area and the Open Space 2 tract as shown on said plats, on the east, south and by said Open Space 2 tract of said plats and being more particularly described as follows:

**BEGINNING** at the southernmost corner of herein described tract and being located North 64 degrees 59 minutes 12 seconds East, 651.68 feet from a 1/2-inch rebar found at the southwest corner of Open Space 2 tract of Arrington Retreat, Book 6875, Page 849; runs thence with Open Space 2 tract of Arrington Retreat and a fence as follows:

North 08 degrees 22 minutes 57 seconds East, 177.54 feet;

North 30 degrees 40 minutes 18 seconds East, 717.58 feet;

North 80 degrees 17 minutes 52 seconds East, 97.48 feet;

North 52 degrees 12 minutes 24 seconds East, 142.49 feet to the west line of Treatment Plant; thence with Treatment Plant and along a fence as follows:

South 34 degrees 12 minutes 08 seconds East, 13.11 feet;

Along a curve turning to the left 128.04 feet, with a radius of 90.00 feet, and being subtended by a chord bearing and distance of South 74 degrees 57 minutes 29 seconds East, 117.51 feet; thence continuing with Open Space 2 tract of Arrington Retreat as follows:

South 81 degrees 19 minutes 12 seconds East, 520.41 feet;

South 08 degrees 22 minutes 18 seconds West, 92.60 feet;

South 23 degrees 48 minutes 21 seconds West, 52.61 feet;

South 80 degrees 38 minutes 13 seconds West, 166.96 feet;

South 79 degrees 33 minutes 31 seconds West, 78.48 feet;

Along a curve turning to the left 61.23 feet, with a radius of 90.00 feet, and being subtended by a chord bearing and distance of South 60 degrees 04 minutes 30 seconds West, 60.06 feet;

South 40 degrees 34 minutes 36 seconds West, 218.50 feet;

Along a curve turning to the right 55.12 feet, with a radius of 190.00 feet, and being subtended by a chord bearing and distance of South 52 degrees 03 minutes 02 seconds West, 54.93 feet;

South 63 degrees 14 minutes 19 seconds West, 469.15 feet;

South 62 degrees 57 minutes 19 seconds West, 340.07 feet to the Point of Beginning, and containing 10.44 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

### **PRIMARY B**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being shown as Primary Irrigation Area known as Primary "B" on the Final Plat entitled "Arrington Retreat -- Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said portion of land being bounded on the north by Secondary Area "A" as shown on said plats, on the east and south by Secondary Area "B" as shown on said plats and being bounded on the west by the Open Space 2 tract of said plats and being more particularly described as follows:

**COMMENCING** at the southwest corner of herein described tract being located North 76 degrees 33 minutes 05 seconds East, 558.17 feet from a 1/2-inch rebar found at the southwest corner of Open Space 2 tract of Arrington Retreat, Book 6875, Page 849; thence with a common line of Secondary B along the south side of a drainage easement; thence with the south side of the drainage easement as follows:

North 38 degrees 43 minutes 46 seconds East, 75.94 feet;

North 56 degrees 43 minutes 25 seconds East, 29.34 feet;

North 63 degrees 21 minutes 11 seconds East, 77.25 feet;

North 48 degrees 47 minutes 18 seconds East, 87.67 feet;

North 72 degrees 34 minutes 48 seconds East, 105.41 feet;

North 66 degrees 37 minutes 31 seconds East, 16.91 feet to the **POINT OF BEGINNING**; thence leaving the drainage easement with Secondary B South 82 degrees 03 minutes 38 seconds East, 61.85 feet; runs thence with Open Space 2 tract of Arrington Retreat North 66 degrees 24 minutes 57 seconds East, 316.94 feet to the west line of Secondary B; thence with Secondary B and a fence as follows:

South 10 degrees 27 minutes 22 seconds West, 165.87 feet;

North 82 degrees 03 minutes 38 seconds West, 262.88 feet to the Point of Beginning, and containing 0.50 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

### **SECONDARY A**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being shown as Secondary A Irrigation Area on the Final Plat entitled "Arrington Retreat --Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee.

Said portion of land being bounded on the north, east and south by the Open Space 2 tract of land as shown on said plats and being bounded on the west by a drainage easement and said Open Space 2 tract and being more particularly described as follows:

**BEGINNING** at the northwest corner of herein described tract, and being located South 28 degrees 48 minutes 57 seconds East, 376.75 feet from a 5/8-inch rebar found in the north line of Open Space 2 tract of Arrington Retreat, Book 6875, Page 849, and at the southwest corner of Haley, Book 4919, Page 987; runs thence with Open Space 2 tract of Arrington Retreat as follows:

South 81 degrees 36 minutes 57 seconds East, 566.91 feet;  
 South 54 degrees 54 minutes 21 seconds West, 89.82 feet;  
 South 49 degrees 46 minutes 59 seconds West, 57.34 feet;  
 South 38 degrees 58 minutes 42 seconds West, 47.62 feet;  
 South 32 degrees 37 minutes 36 seconds West, 76.91 feet;  
 South 57 degrees 36 minutes 55 seconds West, 51.85 feet;  
 South 49 degrees 27 minutes 29 seconds West, 81.87 feet;  
 South 63 degrees 57 minutes 34 seconds West, 94.91 feet;  
 South 59 degrees 28 minutes 59 seconds West, 123.06 feet;  
 South 31 degrees 30 minutes 02 seconds West, 35.27 feet;  
 South 03 degrees 08 minutes 33 seconds West, 41.69 feet;  
 South 34 degrees 13 minutes 46 seconds East, 61.52 feet;  
 South 12 degrees 53 minutes 19 seconds West, 81.09 feet;  
 South 63 degrees 57 minutes 52 seconds West, 43.41 feet;  
 South 81 degrees 25 minutes 21 seconds West, 125.04 feet;  
 South 53 degrees 07 minutes 22 seconds West, 67.76 feet;  
 South 83 degrees 11 minutes 13 seconds West, 70.93 feet;  
 South 89 degrees 15 minutes 20 seconds West, 56.76 feet;  
 South 81 degrees 32 minutes 13 seconds West, 23.66 feet to the east line of Secondary B; thence with Secondary B North 02 degrees 06 minutes 54 seconds East, 84.67 feet to the Open Space 2 tract of Arrington Retreat and the south side of a drainage easement; thence with the Open Space 2 tract of Arrington Retreat and the south side of the drainage easement as follows:

North 64 degrees 28 minutes 38 seconds East, 8.82 feet;  
 North 79 degrees 14 minutes 08 seconds East, 180.75 feet;  
 North 26 degrees 22 minutes 58 seconds East, 95.03 feet;  
 North 06 degrees 32 minutes 22 seconds East, 170.29 feet;  
 North 05 degrees 04 minutes 48 seconds West, 42.45 feet; thence leaving the drainage easement and continuing with Open Space 2 tract of Arrington Retreat North 08 degrees 36 minutes 16 seconds East, 335.88 feet to the Point of Beginning, and containing 5.02 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

## **SECONDARY B**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being shown as Secondary B Irrigation Area on the Final Plat entitled "Arrington Retreat –Section One" of record in Plat Book P52, Page 139, P52, Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee.



Said portion of land being bounded on the north by Primary Area "B" and Secondary Area "A" as shown on said plats, on the east and south by the Open Space 2 tract of land as shown on said plats and being bounded on the west by a drainage easement and said Open Space 2 tract and being more particularly described as follows:

**BEGINNING** at the southwest corner of herein described tract, at the southernmost point of the southside of a drainage easement, and being located North 76 degrees 33 minutes 05 seconds East, 558.17 feet from a 1/2-inch rebar found at the southwest corner of Open Space 2 of Arrington Retreat, Book 6875, Page 849; runs thence with the southside of the drainage easement as follows:

North 38 degrees 43 minutes 46 seconds East, 75.94 feet;  
 North 56 degrees 43 minutes 25 seconds East, 29.34 feet;  
 North 63 degrees 21 minutes 11 seconds East, 77.25 feet;  
 North 48 degrees 47 minutes 18 seconds East, 87.67 feet;  
 North 72 degrees 34 minutes 48 seconds East, 105.41 feet;  
 North 66 degrees 37 minutes 31 seconds East, 16.91 feet; thence leaving the drainage easement and continuing with Open Space 2 tract of Arrington Retreat South 82 degrees 03 minutes 38 seconds East, 61.85 feet to the southwest corner of Primary B; thence with primary B as follows:

South 82 degrees 03 minutes 38 seconds East, 262.88 feet;  
 North 10 degrees 27 minutes 22 seconds East, 165.87 feet to a common corner with Open Space 2 of Arrington Retreat; thence with Open Space 2 of Arrington Retreat North 10 degrees 27 minutes 22 seconds East, 51.35 feet to the south side of the drainage easement; thence continuing Open Space 2 and with the south side of the drainage easement as follows:

North 62 degrees 15 minutes 02 seconds East, 57.05 feet;  
 North 61 degrees 17 minutes 52 seconds East, 105.19 feet;  
 North 39 degrees 29 minutes 21 seconds East, 130.63 feet;  
 North 44 degrees 02 minutes 58 seconds East, 125.41 feet;  
 North 64 degrees 28 minutes 39 seconds East, 118.28 feet to the west line of Secondary A; thence with Secondary A South 02 degrees 06 minutes 54 seconds West, 84.67 feet; thence with Open Space 2 tract of Arrington Retreat as follows:  
 South 02 degrees 06 minutes 54 seconds West, 23.55 feet  
 South 37 degrees 42 minutes 55 seconds West, 313.24 feet;  
 South 37 degrees 20 minutes 12 seconds West, 201.44 feet;  
 South 19 degrees 18 minutes 24 seconds West, 88.06 feet;  
 South 28 degrees 59 minutes 16 seconds West, 214.13 feet;  
 North 81 degrees 55 minutes 10 seconds West, 659.81 feet to the Point of Beginning, and containing 5.46 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

#### **TREATMENT PLANT**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being shown as Secondary B Irrigation Area on the Final Plat entitled "Arrington Retreat –Section One" of record in Plat Book P52, Page 139, P52,

Page 139 and P57, Page 25, in the Register's Office for Williamson County, Tennessee. Said tract being more particularly described as follows:

**BEGINNING** at the northernmost corner of herein described tract being located South 46 degrees 57 minutes 27 seconds East, 560.31 feet from a 5/8-inch rebar found at the southwest corner of Arrington Retreat, Book 6875, Page 849; runs thence with Open Space 2 of Arrington Retreat as follows:

South 55 degrees 13 minutes 57 seconds East, 19.84 feet;  
 South 75 degrees 56 minutes 00 seconds East, 90.62 feet;  
 Along a curve turning to the right 34.34 feet, with a radius of 82.33 feet, and being subtended by a chord bearing and distance of South 62 degrees 49 minutes 00 seconds East, 34.09 feet;  
 South 45 degrees 45 minutes 41 seconds East, 45.79 feet;  
 Along a curve turning to the right 21.64 feet, with a radius of 70.92 feet, and being subtended by a chord bearing and distance of South 25 degrees 16 minutes 53 seconds East, 21.56 feet;  
 South 14 degrees 10 minutes 47 seconds East, 138.38 feet;  
 Along a curve turning to the right 55.11 feet, with a radius of 65.00 feet, and being subtended by a chord bearing and distance of South 10 degrees 06 minutes 34 seconds West, 53.47 feet;  
 South 34 degrees 23 minutes 55 seconds West, 24.04 feet;  
 Along a curve turning to the right 148.92 feet, with a radius of 288.38 feet, and being subtended by a chord bearing and distance of South 74 degrees 59 minutes 30 seconds West, 147.27 feet;  
 South 89 degrees 47 minutes 08 seconds West, 39.11 feet;  
 North 81 degrees 49 minutes 43 seconds West, 63.57 feet;  
 South 79 degrees 57 minutes 45 seconds West, 33.03 feet;  
 Along a curve turning to the left 58.19 feet, with a radius of 250.00 feet, and being subtended by a chord bearing and distance of South 73 degrees 43 minutes 41 seconds West, 58.06 feet;  
 South 67 degrees 03 minutes 35 seconds West, 48.58 feet;  
 South 64 degrees 17 minutes 10 seconds West, 45.07 feet to a point in the north line of Primary A; thence with Primary A as follows:  
 Along a curve turning to the right 128.04 feet, with a radius of 90.00 feet, and being subtended by a chord bearing and distance of North 74 degrees 57 minutes 29 seconds West, 117.51 feet;  
 North 34 degrees 12 minutes 08 seconds West, 13.11 feet; thence continuing with Open Space 2 of Arrington Retreat as follows:  
 North 34 degrees 12 minutes 08 seconds West, 33.89 feet;  
 Along a curve turning to the right 127.81 feet, with a radius of 158.62 feet, and being subtended by a chord bearing and distance of North 11 degrees 07 minutes 09 seconds West, 124.38 feet;  
 North 30 degrees 59 minutes 10 seconds East, 53.52 feet;  
 North 60 degrees 46 minutes 04 seconds East, 56.48 feet;  
 North 76 degrees 52 minutes 05 seconds East, 89.36 feet;  
 North 72 degrees 33 minutes 29 seconds East, 114.30 feet;  
 North 65 degrees 49 minutes 27 seconds East, 86.95 feet;  
 North 45 degrees 15 minutes 00 seconds East, 59.24 feet to the Point of Beginning, and containing 3.73 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell

Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

## **TRACT TWO – HARDEMAN SPRINGS**

### **PROPERTY DESCRIPTION – WASTEWATER LOT 1 HARDEMAN SPRINGS-SECTION ONE**

**Map/Parcel 109M-A-114C-039.00**

A TRACT OF LAND IN THE 18<sup>TH</sup> CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY STRASSER FAMILY FARM, LP (BK. 2331, PG. 1605), ON THE EAST AND SOUTH BY THE REMAINING LANDS OF PROPST HARDEMAN SPRINGS, LLC. AND ON THE WEST BY IRA ADAMS ET AL (BK. 6235, PG. 415) AND KINGS CHAPEL SUBDIVISION, SECTION 7 (PLAT BK. P63, PG. 2). PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WITH CAP (SEC), BEING THE SOUTHWEST CORNER OF THE WASTEWATER LOT #1 HARDEMAN SPRINGS SUBDIVISION, SECTION 1 (PLAT BK. P71, PG. 67) ALSO BEING A CORNER IN THE EASTERLY LINE OF ADAMS; THENCE WITH THE EASTERLY LINE OF ADAMS AND AN EXISTING FENCE WITH THE FOLLOWING CALLS:

N 07°43'54" E FOR A DISTANCE OF 344.21' TO A SET IRON PIN WITH CAP (SEC); THENCE, N 82°24'15" W FOR A DISTANCE OF 291.74' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHEAST CORNER OF KINGS CHAPEL SECTION 7; THENCE, WITH THE EASTERLY LINE OF KINGS CHAPEL SECTION 7 N 10°19'00" E FOR A DISTANCE OF 448.92' TO A SET IRON PIN WITH CAP (SEC) AT THE SOUTHWEST CORNER OF STRASSER FAMILY FARM LP; THENCE, WITH THE SOUTHERLY LINE OF STRASSER FAMILY FARM LP AND AN EXISTING FENCE LINES 81°57'08" E FOR A DISTANCE OF 572.48' TO A SET IRON PIN WITH CAP (SEC); THENCE, S 82°18'53" E FOR A DISTANCE OF 388.39' TO A SET IRON PIN WITH CAP (SEC); THENCE, WITH A NEW LINE SEVERING THE LANDS OF PROPST HARDEMAN SPRINGS, LLC. S 073°3'38" W FOR A DISTANCE OF 314.24' TO A SET IRON PIN WITH CAP (SEC); THENCE, S 46°56'35" W FOR A DISTANCE OF 144.50' TO A SET IRON PIN WITH CAP (SEC); THENCE, N 81°18'42" W FOR A DISTANCE OF 71.51' TO A SET IRON PIN WITH CAP (SEC); THENCE, S 08°38'28" W FOR A DISTANCE OF 362.49' TO A SET IRON PIN WITH CAP (SEC); THENCE, N 82°27'14" W FOR A DISTANCE OF 521.70' TO THE POINT OF BEGINNING HAVING AN AREA OF 604,927 SQUARE FEET, 13.89 ACRES.

BEING SHOWN AS WASTEWATER LOT #1 ON THE FINAL PLAT FOR HARDEMAN SPRINGS SUBDIVISION, SECTION 1 (PB71, PG. 67) AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO PROPST HARDEMAN SPRINGS, LLC. OF RECORD IN BOOK 7237, PAGE 576, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

FURTHER BEING SHOWN AS WASTEWATER LOT #1 ON THE FINAL PLAT FOR HARDEMAN SPRINGS SUBDIVISION, SECTION 1 (PB 71, PG. 67) AND BEING THE SAME PROPERTY CONVEYED TO CARTWRIGHT CREEK, LLC OF RECORD IN BOOK 7650, P AGE 816, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE.

**ALSO DESCRIBED AS:**

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being that property which was conveyed to Cartwright Creek Utility Company Inc., by deed of record in Book 7650, Page 818, also being of record in Plat Book 17, Page 67, Lot 1, in the Register's Office of Williamson County, Tennessee, and being more particularly described as follows:

**BEGINNING** at a 8-inch forked Honey Locust at a common corner of Section 1, Hardeman Springs Subdivision, Plat Book 71, Page 67, and in the east line of Adams, Book 6234, Page 415, runs thence with Adams as follows:

North 07 degrees 44 minutes 53 seconds East, 344.00 feet to a 1/2-inch rebar with SEC INC cap found;

North 82 degrees 26 minutes 16 seconds West, 291.66 feet to a 1/2-inch rebar with SEC INC cap found at the southeast corner of Section 7, Kings Chapel Subdivision, Plat Book 63, Page 26; thence with Kings Chapel Subdivision North 10 degrees 17 minutes 12 seconds East, 448.97 feet to a 1/2-inch rebar with SEC INC cap found at the southwest corner of Strasser Family Farm LP, Book 2351, Page 1605; thence with Strasser Family Farm LP as follows:

South 81 degrees 58 minutes 29 seconds East, 572.45 feet to a 1/2-inch rebar with SEC INC cap found;

South 82 degrees 16 minutes 56 seconds East, 388.41 feet to a 10-inch Cedar at the northwest corner of Section 1, Hardeman Springs Subdivision; thence with Section 1, Hardeman Springs Subdivision as follows:

South 07 degrees 34 minutes 17 seconds West, 314.21 feet to a wood fence post found;

South 46 degrees 56 minutes 35 seconds West, 144.45 feet to a wood fence post found;

North 81 degrees 18 minutes 28 seconds West, 71.37 feet to a wood fence post found;

South 08 degrees 38 minutes 59 seconds West, 362.25 feet to a 1/2-inch rebar with SEC INC cap found;

North 82 degrees 27 minutes 14 seconds West, 521.70 feet to the Point of Beginning, and containing 13.88 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

**TRACT THREE – TROUBADOUR (FORMERLY HIDEWAY AT ARRINGTON)****PROPERTY DESCRIPTION – LOT A HIDEAWAY AT ARRINGTON , PHASE 1, SECTION 1****Map/Parcel 141-006.02**

Being Lot A as shown on the plat of record for Hideaway at Arrington, Phase 1, Section 1, in Plat Book P62, Page 136, in the Register's Office for Williamson County, Tennessee.

Being the same property conveyed to Cartwright Creek, LLC by Special Warranty Deed from Arrington National Development, LLC dated December 18, 2015 and filed of record on December 21, 2015 of record in Book 6635, Page 959, in the Register's Office for Williamson County, Tennessee.

ALSO DESCRIBED AS:

Being the following described real estate, situated in the EIGHTEENTH DISTRICT of Williamson County, Tennessee, being that property which was conveyed to Cartwright Creek Utility Company Inc., by deed of record in Book 6635, also being of record in Page 959, Plat Book 62, Page 136, Lot A, in the Register's Office of Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at a 5/8-inch rebar with cap number 1447 found at the northeast corner of Anderson, Book 7306, Page 546, and in the south right-of-way of Cox Road, 63 feet from center; thence with the south right-of-way of Cox Road as follows:

South 56 degrees 42 minutes 14 seconds East, 126.74 feet to a 5/8-inch rebar with CEC INC cap found;

South 60 degrees 33 minutes 58 seconds East, 155.93 feet to a 5/8-inch rebar with CEC INC cap found;

South 54 degrees 20 minutes 26 seconds East, 549.97 feet to a 5/8-inch rebar with CEC INC cap found ;

South 53 degrees 47 minutes 31 seconds East, 112.03 feet to a 5/8-inch rebar with CEC INC cap found 32 feet from center, and at the northwest corner of Bilbrey, Book 6713, Page 925; thence with Bilbrey South 14 degrees 47 minutes 29 seconds West, 986.79 feet to a 5/8-inch rebar with CEC INC cap found at a common corner with Arrington Cox Road LLC, Book 7295, Page 959; thence with Arrington Cox Road LLC as follows:

North 74 degrees 59 minutes 50 seconds West, 407.25 feet to a 5/8-inch rebar with CEC INC cap found;

North 14 degrees 43 minutes 49 seconds East, 403.05 feet to a 5/8-inch rebar with CEC INC cap found;

North 80 degrees 13 minutes 48 seconds West, 525.39 feet to a 5/8-inch rebar with CEC INC cap found;

North 00 degrees 24 minutes 32 seconds West, 152.30 feet to a 5/8-inch rebar with CEC INC cap found;

North 89 degrees 34 minutes 11 seconds East, 76.98 feet to a 5/8-inch rebar with CEC INC cap found;

North 00 degrees 24 minutes 59 seconds West, 159.72 feet to a 5/8-inch rebar with CEC INC cap found at the southeast corner of Anderson; thence with Anderson as follows:

North 00 degrees 24 minutes 59 seconds West, 298.05 feet to a 5/8-inch rebar with CEC INC cap found;

North 35 degrees 35 minutes 28 seconds East, 359.17 feet to the Point of Beginning, and containing 20.69 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on November 5, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

#### **TRACT FOUR – RIVER REST ESTATES**

#### **PROPERTY DESCRIPTION – SEWAGE TREATMENT PLANT SITE RIVER REST ESTATES - SECTIONS 1-5**

##### **Map/Parcel 027-027-004.06**

A tract of land located in the Seventh Civil District of Williamson County, Tennessee, being the Cartwright Creek Utility District's Sewage Treatment Plant site within River Rest Development and being more particularly described as follows:

Beginning at an iron pin in the northeast corner of the herein described tract, said iron pin being South 73° - 02' West a distance of 1083.88 feet from the center line intersection of Boxwood Drive and Blue Springs Road and proceeding as follows:

1. South 7°-47' East a distance of 450 feet to an iron pin; thence,
2. North 85° - 57' West a distance of 515 feet more or less, to a point in the centerline of the Harpeth River; thence,
3. In a northerly direction with the centerline of the Harpeth River a distance of 452 feet, more or less, to a point in said centerline of river; thence,
4. Leaving the river, South 85°-57' East a distance of 450 feet, more or less, to the point of beginning and containing 4.67 acres, more or less, as per survey by Turner Engineering Company, dated April 27, 1976.

Being the same property conveyed to Cartwright Creek Utility Company, Inc. by Quitclaim Deed from River Rest Development Company dated October 28, 2004 and filed of record on November 12, 2004 of record in Book 3404, Page 867, in the Register's Office for Williamson County, Tennessee.

##### **ALSO DESCRIBED AS:**

Being the following described real estate, situated in the SEVENTH DISTRICT of Williamson County, Tennessee, being that property which was conveyed to Cartwright Creek Utility Company Inc., by deed of record in Book 3404, Page 867, in the Register's Office of Williamson County, Tennessee, and being more particularly described as follows:

BEGINNING at a 5/8-inch rebar with cap number 1710 found the northeast corner of herein described tract and at a common corner with River Rest Estate, Book 273, Page 336; runs thence with River Rest Estate as follows:

South 02 degrees 32 minutes 34 seconds East, passing a 5/8-inch rebar with cap number 1710 found at 82.19 feet, and continuing 299.78 feet, for a total distance of 381.97 feet to a 1/2-inch pipe found;

South 02 degrees 47 minutes 21 seconds East, 67.92 feet to a 5/8-inch rebar with cap number 1710 found;

North 80 degrees 45 minutes 13 seconds West, passing a 5/8-inch rebar with cap number 1710 found at 430.65 feet, and continuing 75.49 feet, for a total distance of 506.14 feet to the centerline of the Harpeth River; thence with the centerline of the Harpeth River as follows:

North 14 degrees 27 minutes 17 seconds East, 219.14 feet;

North 04 degrees 13 minutes 18 seconds East, 110.77 feet;

North 03 degrees 02 minutes 58 seconds West, 114.49 feet to a southwest corner of River Rest Estate;

South 80 degrees 44 minutes 22 seconds East, passing a 5/8-inch rebar with cap number 1710 found at 54.51 feet, and continuing 373.61 feet, for a total distance of 428.13 feet to the Point of Beginning, and containing 4.57 acres, more or less, as surveyed by Thomas A. Young, Tennessee Registered Land Surveyor Number 2265, of L.I. Smith & Associates, 302 North Caldwell Street, Paris, TN 38242, on October 22, 2021. Bearings are based upon Tennessee State Plane Coordinate System, NAD 83.

The above-described property is the same property contained in the prior deed or as shown on the prior plats and no new survey is available.

To have and to hold the above-described tract or parcel of real property, together with all rights, titles, interests, easements, appurtenances, and hereditaments thereto appertaining, to Grantee, its heirs and assigns forever in fee simple.

Grantor covenants with Grantee that Grantor is lawfully seized and possessed in fee simple of the above-described tract or parcel of real property, that Grantor has the full, good and lawful right and authority to sell, transfer and convey the same, and that the above-described tract or parcel of real property is unencumbered, except for all matters, if any, of record in the Register's Office Williamson County, Tennessee.

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

[SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

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

Cartwright Creek, LLC  
a Tennessee Limited Liability Company

BY: Shaeffer Wastewater Solutions, L.L.C.  
Its: Manager

BY: [Signature]  
Thomas L. Kolschowsky  
Sr. Vice President and Corporate Counsel

ILLINOIS  
STATE OF ~~TENNESSEE~~ )  
COUNTY OF KANE )

Before me, the undersigned authority, a Notary Public in and for the aforesaid state and county, personally appeared Thomas L. Kolschowsky, to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged him or herself to be the Sr. Vice President and Corporate Counsel of Shaeffer Wastewater Solutions, L.L.C., the Manager of Cartwright Creek, LLC, a Tennessee Limited Liability Company, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by him or herself as such authorized agent.

Witness my hand and seal at office in the aforesaid state and county this 18<sup>th</sup> day of December, 2021.

SEAL



[Signature]  
NOTARY PUBLIC  
COMMISSION EXPIRES: 10/3/22



Certificate of Authenticity

I, Jamika Jones, do hereby make oath that I am a  
 licensed attorney and/or the custodian of the original version of the electronic document  
 tendered for registration herewith and that this electronic document is a true and exact copy  
 of the original document executed and authenticated according to law on  
12/18/2021.

Date

Jamika Jones  
 Affiant Signature

12/23/2021

Date

State of Tennessee  
 County of Rutherford

**BK/PG: 8857/707-724**  
**21075246**

18 PGS : DEED	
KAREN DUBOSE 844506 - 21075246	
12/28/2021 - 08:01:00 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	4810.00
RECORDING FEE	90.00
DP FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	4903.00

STATE of TENNESSEE, WILLIAMSON COUNTY

**SHERRY ANDERSON**

REGISTER OF DEEDS

Sworn to and subscribed before me this 23rd day of DECEMBER, 20 21.

[Signature]  
 Notary's Signature

My Commission Expires:

7/22/2022  
 Date

Notary's Seal (if on paper)

