

BEFORE THE TENNESSEEPUBLIC UTILITY COMMISION

NASHVILLE, TENNESSEE

January 16, 2026

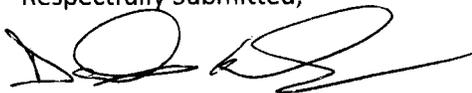
**IN RE: PETITION OF AQUA GREEN UTILITY INC. TO AMEND ITS CERTIFICATE OF
CONVENIENCE AND NECESSTIY**

DOCKET NO: 22-00028

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

Aqua Green Utility Inc. would like add an update to our petition requesting to add Thunder Mountain to our service area. Plats have been stabilized and we have filed our easements with the county registrar.

Respectfully Submitted,



Dart Kendall
Aqua Green Utility Inc.

THIS INSTRUMENT PREPARED BY:
Tyler C. Huskey, Attorney
GENTRY, TIPTON & McLEMORE, P.C.
2540 Sand Pike Boulevard, Suite 2
Pigeon Forge, Tennessee 37863
(865) 525-5300

Sevier County Tennessee, Cyndi Pickel, Register
RECEIPT #: 741818 INSTRUMENT #: 26000687

	CONSIDERATION:	0.00	EOP FEE:	2.00
	MORTGAGE TAX:	0.00	REGISTER FEE:	0.00
	TRANSFER TAX:	0.00	OTHER FEES:	0.00
	RECORDING FEE:	15.00	TOTAL AMOUNT:	17.00
EASEMENT				1/8/2026 at 9:33AM
				Book 6856 Page 587-589

PERMANENT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Permanent Utility Easement is entered into this 25 day of April, 2025, by and between SAPP INVESTMENTS, LLC, an Arkansas limited liability company (hereinafter referred to as the "Grantor"), and AQUA GREEN UTILITY, INC., a Tennessee corporation (hereinafter referred to as "Grantee").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee, its successors and assigns, a perpetual non-exclusive easement for the purpose of installing wastewater sewer utility lines. The Plat for said Permanent Utility Easement is attached hereto as Exhibit A,

This Permanent Utility Easement shall include the right of reasonable ingress and egress over the adjacent lands of the Grantor, its successors and assigns, for the purposes of this easement and periodic construction, maintenance and inspection of the wastewater sewer utility line, including the right to remove impediments, such as trees and debris therefrom.

The consideration hereinabove recited, shall constitute payment in full for any damages to the land of the Grantor, its successors and assigns; provided, however, the Grantee covenants to maintain the easement in good repair so that no unreasonable damage will result from Grantee's use of this Permanent Utility Easement to the land of the Grantor, and their successors and assigns.

THE PERMANENT UTILITY EASEMENT created hereby shall: (1) run with the land and shall benefit and/or obligate each of the parties hereto, and their respective heirs, successors and assigns; (2) be perpetual, but shall not create any form of adverse possession; and (3) supersede any prior grant of easement, easement agreement or permissive use agreement, whether written or verbal.

Grantee shall not erect, maintain, or construct any buildings or other structures on the easement being granted herein; provided however, Grantee may construct a fence around the drip zones installed by Grantee.

This document contains the parties' entire understanding and agreement, and may be amended only by subsequent written modification executed by all parties then in interest.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates shown below.

Grantor:

SAPP INVESTMENTS, LLC, an Arkansas limited liability company

By: [Signature]

Name: Jason Sapp

Title: Sole Member and Manager

Grantee:

AQUA GREEN UTILITY, INC., a Tennessee corporation

By: [Signature]

Name: Dart Kendall

Title: President

STATE OF Florida
COUNTY OF Okaloosa

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, personally appeared JASON SAPP, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Sole Member and Manager of SAPP INVESTMENTS, LLC, the within named bargainer, an Arkansas limited liability company, and that he as Sole Member and Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Sole Member and Manager.

WITNESS, my hand and seal at office, this the 25 day of April, 2025.

[Signature]
Notary Public Terry L. Ingram

My Commission Expires: _____



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

Sevier County Tennessee, Cyndi Pickel, Register
RECEIPT #: 741818 INSTRUMENT #: 26000686

CONSIDERATION:	0.00	EDP FEE:	2.00
MORTGAGE TAX:	0.00	REGISTER FEE:	0.00
TRANSFER TAX:	0.00	OTHER FEES:	0.00
RECORDING FEE:	15.00	TOTAL AMOUNT:	17.00

AGREEMENT

1/8/2026 at 9:33AM
Book 6856 Page 584-586

(For Recording Purposes)

NON-EXCLUSIVE GRANT OF EASEMENT

State of Tennessee
County of Williamson

PROJECT NAME: Thunder Mountain

This Easement Agreement is made and entered into this 25 day of April, 2026, by and between SAPP Investments LLC hereinafter referred to as "Grantor(s)," and Aqua Green Utility Inc, a TPUC regulated Utility of the State of Tennessee, as party of the second part hereinafter referred to as "Grantee" (the term "Grantee" to include respective heirs, beneficiaries, legal representatives, employees, contractors, agents, tenants and subtenants, successors and assigns, where the context hereof requires or permits):

WITNESSETH

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

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

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

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

Grantee shall not erect, maintain, or construct any buildings or other structures on the easement being granted herein; provided however, Grantee may construct a fence around the drip zones installed by Grantee.

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

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

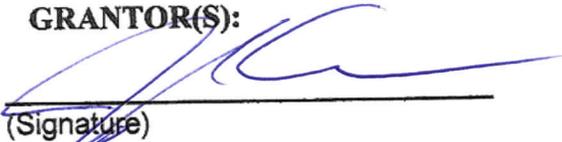
Grantor(s) hereby covenants with Grantee that it is lawfully seized and possessed of the real estate previously described herein and that it has good and lawful right to convey the easement covered by this document, or any part thereof, and that the said easement is free from all encumbrances. The easement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

Additional Stipulations:

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

Witness my hand and seal, this 25 day of April, 20 25.

GRANTOR(S):



(Signature)

Jason Sapp

Print

Member

Title



Sworn & subscribed before me this 25 day of April, 2020.

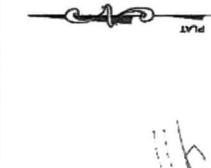

Terry L. Ingram

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

LOCATION MAP

W&A

OWNER:
SAPP INVESTMENT LLC
PARCEL NO. 147-00-000-001



NOTES:

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM.
3. THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM.
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10. THE SURVEY IS BASED ON THE 1983 NAD 83 DATUM.

STATE OF TENNESSEE

DEPARTMENT OF REVENUE

SALES TAX

PLAT NO. 147-00-000-001

PLAT AREA: 34.96 ACRES

PLAT AREA: 1,522,798 SQ. FT.



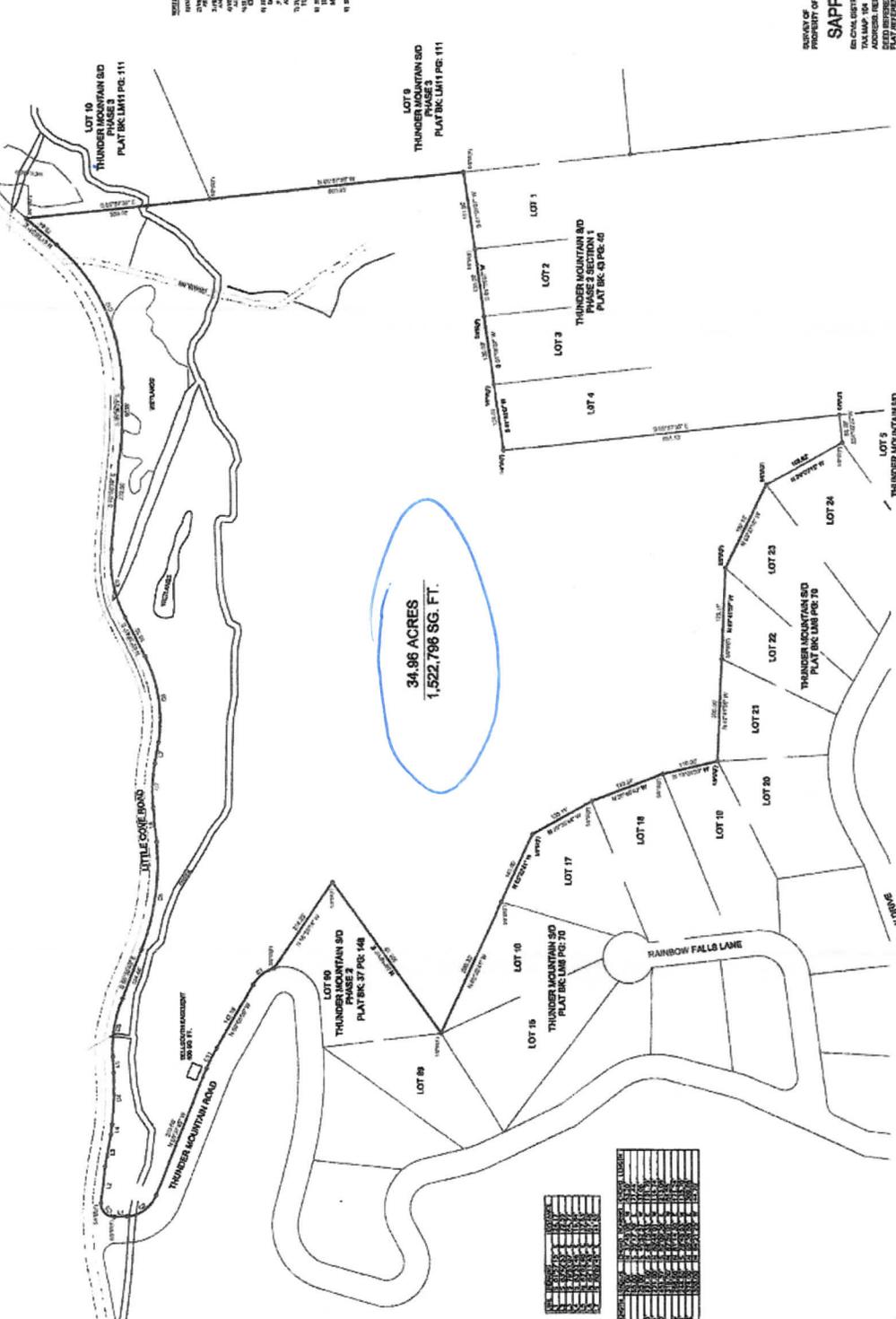
SURVEY OF
PROPERTY OF
SAPP INVESTMENT LLC
IN CIVIL DISTRICT, SEWER COUNTY, TENNESSEE
TAX MAP 154 PARCEL 147-00-000-001
ADDRESS: RED HILL ROAD
PLAT REFERENCE: 147-00-000-001
APPROVED BY: G. HUBERT
DRAWING DATE: 04/15/2019
LAST PLOT DATE:
PROJECT NUMBER: 147-00-000-001

SCALE: 1" = 200'



LEGEND

- 1. 1" = 200'
- 2. 1" = 200'
- 3. 1" = 200'
- 4. 1" = 200'
- 5. 1" = 200'
- 6. 1" = 200'
- 7. 1" = 200'
- 8. 1" = 200'
- 9. 1" = 200'
- 10. 1" = 200'



NORVELL & POF, ENGINEERS
REGISTERED ENGINEERS - LAND SURVEYORS
1000 BROADWAY, SUITE 200
MEMPHIS, TENNESSEE 38103
Phone: (901) 525-4455 FAX: (901) 525-4454
www.norvellpof.com

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- 6. 1" = 200'
- 7. 1" = 200'
- 8. 1" = 200'
- 9. 1" = 200'
- 10. 1" = 200'

SCALE

0' 100' 200'

PROFESSIONAL SEAL

NORVELL & POF, ENGINEERS

STATE OF TENNESSEE

DEPARTMENT OF REVENUE

SALES TAX

PLAT NO. 147-00-000-001

PLAT AREA: 34.96 ACRES

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