

**PREPARED BY:  
HUDSON, REED & MCCREARY, PLLC  
16 PUBLIC SQUARE NORTH  
MURFREESBORO, TENNESSEE 37130  
(615) 893-5522**

MAP/PARCEL \_\_\_\_\_

**Agreement for Sign Installation in  
Consolidated Utility District of Rutherford County (CUDRC)  
Water Line Easement**

Name of Owner: \_\_\_\_\_

Name of Development: \_\_\_\_\_

Address of Development: \_\_\_\_\_

Plat Book: \_\_\_\_\_, Page: \_\_\_\_\_, and/or Deed Book: \_\_\_\_\_ Page: \_\_\_\_\_

Location of Easement on Property: \_\_\_\_\_

The Owner hereby requests permission to place a sign in the above referenced easement area of CUDRC. The Owner understands and agrees that CUDRC may limit the size, height, and placement of the sign as a condition of giving permission to place a sign within CUDRC's easement. The Owner acknowledges that any permission given by CUDRC to Owner to place a sign in the easement does not waive or modify CUDRC's rights as the easement holder. The Owner understands and hereby agrees that CUDRC, or its authorized contractor, may at any time and for any reason, perform work within the easement and that neither CUDRC, or its authorized contractor, shall have any liability to the Owner whatsoever for any damages to the sign in the easement or any related damages arising therefrom. Owner agrees that CUDRC may require the Owner to remove the sign to enable work to be done by CUDRC at any time at Owner's sole cost and expense. Under all circumstances, the Owner shall be solely responsible for any and all costs to repair or replace the sign. The Owner further understands that CUDRC reserves the right to limit or to completely withdraw this permission to place a sign within CUDRC's easement at any time within CUDRC's sole discretion. If this permission is withdrawn or CUDRC requires Owner to move the sign, the Owner will be responsible to promptly remove the sign, or move it to another location acceptable to CUDRC, at Owner's sole cost. In the event the Owner does not promptly remove the sign after being requested by CUDRC to do so, CUDRC may remove the sign and Owner hereby agrees to reimburse CUDRC for all costs and expenses incurred as a result and CUDRC will have no liability to Owner whatsoever. Prior to the closing of the sale or transfer of the property affected by this Agreement, Owner agrees to give a copy of this Agreement to any successor Owner of the property and to advise the successor Owner of the terms and condition of this Agreement.

Any installed sign footing shall have a minimum separation from the water line of ten feet (10').

Owner shall pay CUDRC any and all costs incurred by CUDRC in regards to any breach for Owner's obligations under this Agreement, including but not limited to all costs incurred to enforce CUDRC's rights hereunder, including, but not limited to reasonable attorney fees and court costs.

Owner represents and warrants that the Owner is the true and lawful owner of the property referenced above. If the undersigned Owner is a corporate entity, the undersigned further represents and warrants personally that he/she has complete and full authority to execute this instrument and bind the Owner to the terms hereof.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CUDRC hereby grants \_\_\_\_\_ permission to place a sign \_\_\_\_\_ft. in height, \_\_\_\_\_ square feet in area, within its easement at this location subject to the aforementioned terms and conditions.

**Consolidated Utility District of Rutherford County (CUDRC)**

By: \_\_\_\_\_  
**Authorized CUDRC Official** **Signature**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF TENNESSEE  
COUNTY OF RUTHERFORD**

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, \_\_\_\_\_, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the \_\_\_\_\_ of Consolidated Utility District of Rutherford County (CUDRC), and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name as the \_\_\_\_\_ of Consolidated Utility District of Rutherford County (CUDRC).

WITNESS MY HAND AND OFFICIAL SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

**STATE OF TENNESSEE  
COUNTY OF RUTHERFORD**

I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \_\_\_\_\_, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

\_\_\_\_\_  
AFFIANT

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_