



## DEVELOPER'S PACKET

### WATER CONSTRUCTION SEPTEMBER 2018

We at Consolidated Utility District of Rutherford County understand the importance of helping you meet your project deadlines. This CUDRC Developer's Packet has been created to help the review, approval, and construction of your development within the Consolidated Utility District service area. This packet contains an outline that will help you to understand the development process. In addition to the outline, specific letters and forms that you will be required to use throughout the process have been enclosed. These are shown in the order that they are to be submitted. This explanation and the documents referenced below and enclosed are not a contract or intended to be a contract unless signed by approved officials of CUDRC. If you have any questions throughout the process, please feel free to contact us.

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CONSOLIDATED UTILITY DISTRICT ENGINEERING DEPT			
709 New Salem Hwy, Murfreesboro, TN 37129 Fax: 615-225-3314			
Alan Stuemke	Director of Engineering	615-225-3311	<a href="mailto:astuemke@ cudrc.com">astuemke@ cudrc.com</a>
Jason Laxson	SR Project Engineer	615-867-7327	<a href="mailto:jlaxson@ cudrc.com">jlaxson@ cudrc.com</a>
Brandon Hunter	Project Manager	615-225-3319	<a href="mailto:bhunter@ cudrc.com">bhunter@ cudrc.com</a>
William Steele	Project Coordinator	615-225-3313	<a href="mailto:wsteele@ cudrc.com">wsteele@ cudrc.com</a>





## **WATER SERVICE AVAILABILITY REQUEST**

- The Applicant must notify CUDRC of their plans to develop within our service area by submitting a ["Water Service Availability Request Form."](#)
- Based on the information submitted on the Water Service Availability Request Form, CUDRC will study the existing infrastructure and determine its ability to serve the proposed development. CUDRC will endeavor to respond to the request for service in a timely manner. If you are notified that adequate facilities exist, move to the "Plan Submittal and Review Process." A "will serve" letter is available upon request.
- Should adequate facilities not exist, you may additionally request a "Facilities Improvement Determination Study" be conducted by our Director of Engineer. The study will determine the required upgrades you would be responsible for installing in order to serve your development. If you wish to have this study conducted, you may submit a request in writing along with a \$1000.00 check made payable to Consolidated Utility District. Please allow an estimated 4-6 weeks for this study to be completed.

## **PLAN SUBMITTAL AND REVIEW PROCESS**

- The Applicant must submit a ["Plan Review Application"](#) accompanied with the associated plans.
- CUDRC will review the submitted plans at CUDRC's Plan Review Meeting which meets every Thursday morning. Items must be submitted by 10:00am on Monday to qualify for review or submitted items will generally be reviewed the following Thursday. CUDRC will endeavor to provide a timely response which ordinarily occurs within 14 business days following review.
- If it is determined that public main line extensions or upgrading the existing main line is required, a digital CAD file of your plans must be submitted to [CUDengineering@ cudrc.com](mailto:CUDengineering@ cudrc.com) for the engineering design to be completed once preliminary plans have been approved by local planning commissions. The applicant must submit the "Developer Agreement for Extension of Water Service" form. Engineering fees and inspection fees will need to be paid to CUDRC at this time.





- The applicant must submit a completed “[Meter Application and Fixture Count](#)” form (digital entry preferred) to CUDRC’s Engineering Department for tap fee calculation, proper meter sizing, and approval. The completed “Meter Application and Fixture Count” form and a PDF copy of the mechanical/plumbing plans and plumbing schedule may be submitted to [CUDEngineering@ cudrc.com](mailto:CUDEngineering@ cudrc.com) or in person at CUDRC’s Engineering Building. CUDRC will review the submitted “Meter Application and Fixture Count” form and the PDF copy of the plumbing plans for calculation of the tap fee. Please allow a minimum of 14 business days for review and calculation. Once completed, the approved Meter Application will be sent back to the contact email address provided. Please bring the approved Meter Application and payment for the tap fee to the Customer Service Department to sign up for service.

### **CONSTRUCTION PROCESS**

- Once engineering design has been completed and reviewed by CUDRC, plans will be stamped for construction and submitted to the Tennessee Department of Environment and Conservation (TDEC) for approval.
- After state approval, a Notice to Proceed will be issued to the contractor by CUDRC prior to the start of the water line construction. Public sewer lines must be installed prior to the construction of water lines.
- All new water lines must be inspected by authorized CUDRC personnel and installed in accordance with current [CUDRC Technical Specifications](#) prior to acceptance.
- Upon completion of the construction work all water lines must be disinfected and subjected to the necessary pressure tests. CUDRC will take the bacteriological samples for testing.
- Once bacteriological testing and pressure testing have been completed and approved, a “Cost of Construction” must be submitted by the developer/contractor to CUDRC.
- Once all of the steps listed above have been completed, the new water line is eligible for acceptance by CUDRC upon the signing of a letter of acceptance by the inspector and the developer/contractor. The contractor must enter into a one (1) year warranty period agreement from the date of formal acceptance for repairing any leaks or maintenance issues.



## WATER SERVICE AVAILABILITY REQUEST

Consolidated Utility District of Rutherford County

# CUDRC

**DO NOT SUBMIT THIS FORM WITHOUT ALL THE APPLICABLE ATTACHMENTS. SEE CHECKLIST AT BOTTOM THEN SUBMIT TO [CUDengineering@ cudrc.com](mailto:CUDengineering@ cudrc.com)**

DEVELOPMENT NAME		DATE OF INQUIRY	
LOCATION OF PROPERTY (PROVIDE STREET ADDRESS OR DIRECTIONS FROM THE NEAREST INTERSECTION & <b>ATTACH</b> A VICINITY MAP)			
DEVELOPMENT TYPE: SINGLE FAMILY    COMMERCIAL    MULTI-FAMILY		CITY	COUNTY
TAX MAP #	PARCEL #	AREA IN ACRES (TOTAL)	
TOTAL NUMBER OF PROPOSED LOTS/UNIT OF EACH TYPE	WILL YOUR DEVELOPMENT BE CONSTRUCTED IN MORE THAN ONE PHASE? <b>YES</b> <b>NO</b> <b>ATTACH A CONCEPT PLAN, PRELIMINARY PLAT OR MASTER PLAN SHOWING EACH PHASE/SECTION</b>		
PLANNING AUTHORITY: MURFREESBORO    SMYRNA    COUNTY	SEWER PROVIDER: MURFREESBORO    SMYRNA    PROPOSED STEP    EXISTING STEP    SEPTIC		
SINGLE FAMILY FIRE PROTECTION  FIRE HYDRANT FLOW REQUIREMENTS WILL BE BASED ON THE APPLICABLE PLANNING AUTHORITIES MINIMUM REQUIREMENTS AS NOTED BELOW:  MURFREESBORO - 1,000 GPM SMYRNA - 1000 GPM COUNTY - 500 GPM		COMMERCIAL & MULTI-FAMILY FIRE PROTECTION  A. <b>ATTACH</b> A LETTER/EMAIL FROM THE APPLICABLE FIRE DEPARTMENT REGARDING THE FIRE HYDRANT FLOW REQUIREMENTS  B. IF FIRE SPRINKLERS ARE PROPOSED, ALSO <b>ATTACH</b> A LETTER/EMAIL FROM THE FIRE SPRINKLER DESIGNER REGARDING THE FLOW AND PRESSURE REQUIREMENTS  C. IF NO FIRE SPRINKLERS ARE PROPOSED CHECK THIS BOX	

### DEVELOPER/OWNER INFORMATION

COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

### ENGINEER INFORMATION

COMPANY NAME		CONTACT NAME	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

**Depending on the complexity of the request, a response will be sent within 15-30 business days following receipt. The response will include a determination of the adequacy of existing facilities to serve the proposed development based on the information supplied in this request.**

#### Checklist of Attachments:

**Vicinity Map**

**Fire Dept email/letter with Fire Hydrant Requirements**

**Concept Plan, Prelim. Plat, or Master Plan**

**Fire Sprinkler email/letter if applicable**



# DECENTRALIZED WASTEWATER AVAILABILITY REQUEST



DEVELOPMENT NAME		DATE OF INQUIRY	
LOCATION OF PROPERTY (PROVIDE STREET ADDRESS OR DIRECTIONS FROM THE NEAREST INTERSECTION & <b>ATTACH</b> A VICINTY MAP)			
DEVELOPMENT TYPE: SINGLE FAMILY    COMMERCIAL    MULTI-FAMILY		CITY	COUNTY
TAX MAP #	PARCEL #	AREA IN ACRES (TOTAL)	
TOTAL NUMBER OF PROPOSED LOTS/UNIT OF EACH TYPE	ENGINEERING DESIGN:  PRIVATE CONSULTANT    CUDRC	ZONING:  R15    PUD	
PLANNING AUTHORITY: MURFREESBORO    SMYRNA    COUNTY		CUDRC STEP PLANS REVIEW FEES:	
ATTACHED:  PRELIMINARY SOIL MAP  CONCEPT PLAN		\$100.00 PER BUILDABLE LOT	

## DEVELOPER/OWNER INFORMATION

COMPANY NAME		CONTACT NAME		
ADDRESS		CITY	STATE	ZIP CODE
PHONE	EMAIL			

## ENGINEER INFORMATION

COMPANY NAME		CONTACT NAME		
ADDRESS		CITY	STATE	ZIP CODE
PHONE	EMAIL			

Depending on the complexity of the request, a response will be sent within 15-30 business days following receipt. The response will include a determination of the adequacy of existing facilities to serve the proposed development based on the information supplied in this request. **Site is to be accessible to CUD personnel and mowed for visual evaluation.**

**DO NOT SUBMIT THIS FORM WITHOUT ALL THE APPLICABLE ATTACHMENTS. INCOMPLETE SUBMITALS WILL NOT BE HELD PENDING RECEIPT OF ADDITIONAL INFORMATION: INSTEAD THEY WILL BE REJECTED. PLEASE SUBMIT ALL THIS FORM AND ALL ATTACHMENTS TO [CUDengineering@ cudrc.com](mailto:CUDengineering@ cudrc.com)**

CUD REV 04/18/2019



## PLAN REVIEW APPLICATION

Consolidated Utility District of Rutherford County

# CUDRC

**PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND SUBMIT TO THE ENGINEERING DEPARTMENT FOR PLAT/PLAN REVIEW AND APPROVAL. THIS FORM ALONG WITH A PDF OF YOUR PLAT CAN BE SUBMITTED VIA EMAIL TO [CUDengineering@ cudrc.com](mailto:CUDengineering@ cudrc.com) OR IN PERSON AT CONSOLIDATED UTILITY DISTRICT'S ENGINEERING BUILDING.**

**CUD Plan Review meets every Thursday. Your application and any submitted plans will be reviewed during this time. Submit **before** 10:00 AM Monday to ensure review, otherwise, submittals will be reviewed the following week.**

PLAT/PLAN NAME		DATE OF INQUIRY
PLAT / PLAN TYPE		
PRELIMINARY PLAT	SITE PLAN	FINAL PLAT
OTHER		
LOCATION OF PROPERTY		
ENGINEER/SURVEYOR		
APPLICANT	PHONE	EMAIL
MAILING ADDRESS		
CHECK BOX IF APPLICANT INFORMATION AND OWNER INFORMATION ARE THE SAME		
OWNER / DEVELOPER	PHONE	EMAIL
MAILING / BILLING ADDRESS		
NOTES		



# METER APPLICATION AND FIXTURE COUNT SUBMITTAL FORM



**PLEASE FILL OUT THIS FORM (DIGITAL ENTRY PREFERRED) IN ITS ENTIRETY AND SUBMIT TO THE ENGINEERING DEPARTMENT FOR TAP FEE CALCULATION, PROPER METER SIZING, AND APPROVAL. THIS FORM ALONG WITH A PDF OF YOUR MECHANICAL DRAWINGS/PLUMBING SCHEDULE CAN BE SUBMITTED VIA EMAIL (PREFERRED) TO [CUDengineering@CUDRC.COM](mailto:CUDengineering@CUDRC.COM) OR IN PERSON AT CONSOLIDATED UTILITY DISTRICT'S ENGINEERING BUILDING. ONCE APPROVED, THIS FORM AND THE CALCULATED TAP FEE WILL BE SENT BACK TO THE CONTACT EMAIL ADDRESS PROVIDED. PLEASE BRING THE APPROVED FORM AND PAYMENT FOR THE TAP FEE AND PRESENT TO THE CUSTOMER SERVICE DEPARTMENT TO SIGN UP FOR SERVICE. THANK YOU!**

PROJECT TYPE				DATE OF INQUIRY		DATE SERVICE IS REQUESTED			
COMMERCIAL		INDUSTRIAL		RESIDENTIAL		MULTI-FAMILY RESIDENTIAL			
PROJECT NAME									
PROJECT ADDRESS									
CITY				STATE		ZIP CODE			
CONTACT PERSON				PHONE		EMAIL			
COMPANY/CONTRACTOR NAME									
COMPANY/CONTRACTOR ADDRESS									
CITY				STATE		ZIP CODE			
DESCRIPTION OF PROJECT				CHECK SERVICES THAT APPLY					
				DOMESTIC		FIRE PROTECTION		IRRIGATION	
				ANTICIPATED FIRE FLOW (GPM)		ANTICIPATED MAX FLOW (GPM)			

## CALCULATION OF WATER SUPPLY FIXTURE UNITS (WSFU)

PLEASE FILL OUT THE FIXTURE UNITS PER PLUMBING SCHEDULE FOR YOUR PROPOSED SITE. BE AS SPECIFIC AS POSSIBLE. IF YOU HAVE A FIXTURE THAT IS NOT LISTED, PLEASE INDICATE IN THE "OTHER" LINE WITH ASSOCIATED QUANTITY.

FIXTURE	QUANTITY	FIXTURE	QUANTITY
1 - BATHROOM GROUP = WATER CLOSET, LAVATORY, & BATHTUB OR SHOWER (1.6 GPF)		BATHROOM GROUP, EACH ADDITIONAL	
1 - BATHROOM GROUP (3.5 GPF)		BATHROOM, 1/2 BATH, EACH ADDITIONAL	
1 - 1/2 - BATHROOM GROUP (1.6 GPF)		BATHTUB OR COMBO BATH/SHOWER	
1 - 1/2 - BATHROOM GROUP (3.5 GPF)		BEVERAGE HOOK-UP	
2 - BATHROOM GROUP (1.6 GPF)		BIDET	
2 - BATHROOM GROUP (3.5 GPF)		COFFEEMAKER	
2 - 1/2 - BATHROOM GROUP (1.6 GPF)		COMBINATION SINK & TRAY	
2 - 1/2 - BATHROOM GROUP (3.5 GPF)		COMBINATION SINK & TRAY W/ FOOD DISPOSAL UNIT	
3 - BATHROOM GROUP (1.6 GPF)		DENTAL UNIT OR CUSPIDOR	
3 - BATHROOM GROUP (3.5 GPF)		DIP WELL	



# METER APPLICATION AND FIXTURE COUNT SUBMITTAL FORM

FIXTURE	QUANTITY	FIXTURE	QUANTITY
DISHWASHING MACHINE, DOMESTIC		LAVATORY, SURGEON'S	
DISHWASHING MACHINE, INDUSTRIAL		SHOWER, CONTINUOUS USE	
DRINKING FOUNTAIN		SHOWER, DOMESTIC	
DRINKING FOUNTAIN, HEAVY-USE ASSEMBLY		SHOWERS (GROUP) PER HEAD	
EMERGENCY EYE WASH		SINK, BAR (PUBLIC)	
EMERGENCY SHOWER		SINK, CLINIC	
HOSE BIB		SINK, COMPARTMENT	
HOSE BIB, EACH ADDITIONAL		SINK, EXAM/TREATMENT	
ICEMACHINE, 1" LINE		SINK, FLUSHING RIM (WITH VALVE)	
ICEMACHINE, 1/2" LINE		SINK, SERVICE OR MOP BASIN	
ICEMACHINE, 3/4" LINE		URINAL, 1.0 GPF	
ICEMACHINE, 3/8" LINE		URINAL, 1.0 GPF, HEAVY-USE ASSEMBLY	
ICEMAKER		URINAL, GREATER THAN 1.0 GPF	
KITCHEN GROUP (SINK AND DISHWASHER)		URINAL, GREATER THAN 1.0 GPF, HEAVY-USE ASSEMBLY	
KITCHEN SINK, DOMESTIC		URINAL, PEDESTAL, SIPHON JET, BLOWOUT	
KITCHEN SINK, HOTEL/RESTAURANT		WASH SINK	
KITCHEN SINK, W/ FOOD GRINDER		WASHING MACHINE, DOMESTIC	
LAUNDRY GROUP (SINK AND CLOTHES WASHER)		WATER CLOSET, 1.6 GPF FLUSHOMETER TANK	
LAUNDRY SINK		WATER CLOSET, 1.6 GPF FLUSHOMETER VALVE	
LAVATORY		WATER CLOSET, 1.6 GPF GRAVITY TANK	
LAVATORY, BARBER, BEAUTY PARLOR		WATER CLOSET, 3.5 GPF FLUSHOMETER VALVE (OTHER THAN DWELLING UNITS)	
LAVATORY, PUBLIC		WATER CLOSET, 3.5 GPF GRAVITY TANK (OTHER THAN DWELLING UNITS)	
OTHER: _____		OTHER: _____	
OTHER: _____		OTHER: _____	

\_\_\_\_\_  
Applicant Name (Type/Print)

\_\_\_\_\_  
Date

## FOR OFFICE USE ONLY

\_\_\_\_\_  
ENGINEERING DEPARTMENT APPROVAL

\_\_\_\_\_  
METER DEPARTMENT APPROVAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### INSTALLATION INSTRUCTIONS

### ACCOUNT NUMBER

METER SIZE

ORDER TYPE:

TAP FEE:

ADDITIONAL NOTES:





# CONSOLIDATED UTILITY DISTRICT

*Rutherford County, Tennessee*

The following fee schedule is effective July 1, 2021.

Review Activities	FEES	
	Flat	Per Lot
Commercial Site Plan Review **	\$700	
Commercial Meter Application Review	\$300	
Water Service Availability Request *	\$200	
Preliminary Plats & Construction Plans (single-family) - Water Review **		\$10
Preliminary Plats & Construction Plans (townhomes individually metered) - Water Review **		\$30
Move Tap Plan Review Fee		\$250
†MINOR Revisions to Completed Water &/or STEP Collection Plans *	\$500	
STEP Preliminary Review of Master Plan (Intent to Serve) *	\$300	
Preliminary Plats & Construction Plans - STEP Collection & Treatment Review **		\$100
Preliminary Plats & Construction Plans - STEP Collection ONLY Review **		\$50
Final Plat Review **	\$400	
* Per Submittal <b>** This covers the first 4 submittals &amp; each additional submittal is at half the cost/lot.</b> †MINOR Revisions... involves changes to the scope of a section or phase within the same Master Plan. It does not involve changes to the configuration of the streets.		
Design Activities	FEES	
	Flat	Per Lot
Commercial Site - Water	***	
Residential Subdivision - Water		\$45
*** Per quote from James C. Hailey Company for each site.		
Inspection Activities	FEES	
	Flat	Per Lot
Residential Subdivision - Water Distribution On-Site		\$160
Residential Subdivision - STEP Collection		\$100
Residential Subdivision - STEP Tank & Plot Plan		\$500
Other Fee Basis		
Commercial Site (Per water meter vault requiring inspection)	\$700	
Residential Subdivision - Water Distribution Off-Site AND Commercial Site (Per 100' of water main installed after the first 100'; 101' - 200' = \$50; 201' - 300' = \$100; 301' - 400' = \$150, etc.)	\$50	
Residential Subdivision - STEP Treatment (Per 1,000 GPD Treatment Capacity)	\$250	



# Consolidated Utility District of Rutherford County CUDRC

## CURRENT RATES & FEES

### WATER METERS UP TO & INCL. 1 INCH

Minimum	\$12.78
0—5,000 gal.	\$5.60 (per thousand gal.)
5,001—10,000	\$6.10 (per thousand gal.)
10,001—20,000	\$7.29 (per thousand gal.)
20,001— 100,000	\$7.79 (per thousand gal.)
Over 100,000	\$6.79 (per thousand gal.)

### LARGER METERS\*:

SIZE	MIN. BILL
1.5" & 2"	\$25.56
3"	\$38.34
4"	\$51.12
6"	\$76.68
8"	\$102.24

\*Contact CUD for charges for larger meters

### SEWER RATES

CUD STEP SYSTEM	\$28.00 per month plus \$2.00 per thousand gallons of consumption
City of Eagleville STEP SYSTEM	\$28.00 per month plus \$8.25 per thousand gallons of consumption

*Note: Murfreesboro Water & Sewer and Smyrna Utility rates are set by those entities.*

### SYSTEM DEVELOPMENT CHARGES

#### COMMERCIAL/INDUSTRIAL/MULTI-FAMILY RESIDENTIAL

The developer will need to fill out a Meter Application for calculation of system development charges based on fixture units.

### SYSTEM DEVELOPMENT CHARGES

#### SINGLE-FAMILY RESIDENTIAL & IRRIGATION

METER SIZE	CHARGE
5/8 inch	\$2,800
3/4 inch	\$2,800
1 inch*	\$7,000
1.5 inch**	\$14,000
2 inch	\$22,400

\*Residential fire sprinkler systems that require a 1" meter for fire flows will be charged the same rate as a 5/8" residential meter service.

\*\*1.5 inch meter is for irrigation only.

## ADDITIONAL INFORMATION & FEES

### FREQUENTLY ASKED QUESTIONS:

- » WHO MAKES THE WATER TAP?
  - » Provided the developer installs the tapping tee and valve and performs a hydrostatic test prior to a tap being made, main line taps will be made by CUDRC at a charge of: 2" \$250.00; 4"—12" \$750.00 (Smith); 16" – 24" \$2,000.00 (Mueller).
- » WHO FURNISHES AND INSTALLS THE WATER METER?
  - » CUDRC furnishes and installs all domestic, irrigation, and combination domestic/fire line meters (included in system development charge).
  - » For a dedicated fire line, the developer shall furnish and install the meter and vault as specified by CUDRC. All fire line connections will be billed for water used and are subject to a monthly minimum as prescribed by CUDRC's Board of Commissioners.
- » WHO FURNISHES THE METER BOX/VAULT?
  - » Domestic taps larger than 2" require the developer to furnish and install meter vault with an approved entrance. The developer will also be required to construct all piping to fit the required meter and bypass line complete with isolation valves.
- » DO YOU ALLOW METERS OR BACKFLOWS TO GO INSIDE BUILDINGS?
  - » No. Meters will be set at or near the property. If a backflow is required, it shall be located directly downstream of the meter in an aboveground hotbox.
- » CUDRC will move services at a minimum charge of \$500.00. Some service relocations will be billed on a "cost of materials plus labor."

### ADDITIONAL FEES:

#### FIRE HYDRANTS\*

(A Fire Hydrant Request form must be submitted.)

LINE SIZE	COST (EACH)
6 inch	\$7,500
8 inch	\$7,500
10 & 12 inch	\$9,500
16 inch	\$16,000
20 inch	\$18,000
24 inch	\$21,000
30 inch	\$15,500
36 inch	\$16,000

\*Customer is to pay for running the line if the hydrant is to be set on the opposite side of the road from CUDRC's main line.

#### ENGINEERING FEES

Non-Profit Organizations	\$45 per lot
Residential	\$45 per lot
Gov't (Public Service)	\$45 per lot
Commercial	Varies

#### INSPECTION FEES

Upon acceptance for maintenance by CUDRC:

Residential Water Line	\$160 per lot
Residential STEP Sewer	\$100 per lot
Commercial Water Line	40% Engr. fees
Commercial STEP Sewer	40% Engr. fees



## DEVELOPER AGREEMENT FOR EXTENSION OF WATER SERVICE

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ hereinafter called "Developer" and the Consolidated Utility District of Rutherford County, Tennessee, hereinafter called "District":

### WITNESSETH:

WHEREAS, the Developer desires the extension of the water distribution system of the District to or within property owned by the Developer or to be developed by the Developer;

WHEREAS, the Property which is to be served by said water line distribution system is generally described as follows:

**Subdivision:**\_\_\_\_\_ **Section:**\_\_\_\_\_ **Phase:**\_\_\_\_\_ **# of Lots:**\_\_\_\_\_ (the "Property").

WHEREAS, the District is willing to enter into a contract for the extension of said system at the expense of the Developer provided said system will be owned by the District upon completion;

NOW, THEREFORE, in consideration of the promises and mutual agreements and conditions hereafter set forth, it is agreed between the District and the Developer as follows:

1. The District will cause the necessary plans and specifications to be prepared for the extension of the water distribution system to or within the above described Property.
2. In accordance with District policies, upon the signing and approval of the preliminary plat (or construction plan) by Consolidated Utility District, the Developer agrees to automatically pay non-refundable review and engineering fees to the District for the cost and review of said plans in accordance with the District's most current fee structure. Said review and engineering fees shall be paid within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the signing and approval of the preliminary plat by the District. The Developer shall also pay a nonrefundable state review fee as determined by the Department of Environment & Conservation, if applicable, within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the signing and approval of the preliminary plat by the District. Upon approval of Preliminary Construction Plans by the District, the Developer agrees to automatically pay a water line inspection fee in accordance with the District's most current fee structure within thirty (30) days (or prior to scheduling a pre-con meeting; whichever is sooner) of the District approving the Preliminary Construction Plans. See CUD fee chart for fees associated with review, engineering, and inspection costs.



The Developer agrees to automatically pay a sewer inspection fee (see current CUD fee chart) for all developments that include STEP sewer service.

Consolidated Utility District assesses and/or bills miscellaneous charges/reimbursements to outside parties through a separate billing system. These charges include, but are not limited to tap, engineering, inspection, and state review fees. Developer is responsible to pay the fees assessed by the District. In addition to amounts owed, Developer will be responsible to pay the District a finance charge on the first day of each month for any amount outstanding greater than 30 days past the invoice issue date. The finance charge will be assessed at a rate of one and one-half percent (1 ½%) per month, not to exceed eighteen percent (18%) per annum.

3. The Developer may select the contractor to perform the work in accordance with the plans and specifications subject, however, to the written approval of said contractor by the District, it being understood the District shall in all cases have the right to disapprove a contractor suggested by the Developer. The contractor shall be appropriately licensed and bonded for the work being performed. The Developer is to furnish and install all water mains and appurtenances including service taps and service lines up to and including curb stops, and also furnish to the District a drawing showing location of all service lines.
4. The District will obtain the approval of the Tennessee Department of Environment and Conservation (TDEC), Division of Water Supply, and other regulatory bodies, if any, exercising jurisdiction over said system with respect to the proposed location, size of proposed pipe lines, and appurtenances thereto. Construction shall not begin until such plans are approved by the Division of Water Supply. The Developer agrees to reimburse the District the review fee as charged by the TDEC, Division of Water Supply.
5. Prior to the commencement of performance of any work by the contractor, the District shall first give a written Construction Start Notification letter to the contractor.
6. If in the determination of the District the existing water line distribution system up to or within the above described Property requires expansion, upsizing or upgrading in order to accommodate providing water service to the Property, Developer agrees to expand, upsize, or upgrade the existing water line distribution system according to the District's specifications and plans at the Developer's expense.
7. The District will inspect the installation of the pipe lines and appurtenances in accordance with the development plans and specifications.
8. The Developer will obtain or grant to the District free and unencumbered easements of sufficient size and in a form acceptable to the District within District's sole discretion for the extension of said system to or within the Property wherein the system is to be located.



The subdivision or development plat is to show the District's thirty (30) feet wide easement parallel and adjoining both sides of road rights-of-way. Developer will also grant or obtain such temporary construction easements which District determines in District's reasonable discretion are needed for the construction of water utilities to or within the Property wherein the system is to be located.

9. Meters will be installed by the District upon receipt of its regular tap fee from and upon application by the proposed user.
10. Upon completion of the extension of said system, Developer shall provide to District a cost of the water system installed. All water distribution lines, appurtenances, and meters shall be and shall remain together with the easements relative thereto, the Property of the District.
11. With regard to any paved areas in which valves are to be installed, District requires the asphalt binder to be installed before District will release any building permits to allow construction of homes off the paved areas.
12. Developer is responsible to repair any damage to District's utilities caused by construction in regards to the development of the Property.
13. For a period of one (1) year from the date that District inspects and accepts the water lines and appurtenances to serve the Property ("Warranty Period"), Developer warrants that all water utilities and appurtenances thereto installed in regards to the Property are constructed in accordance with the District's approved plans and specifications within the boundaries of the easements conveyed to the District for water service to the Property and shall be free of defects. In the event the water utilities or appurtenances thereto are not so constructed or free of defects within the Warranty Period, Developer shall be required to promptly repair the same to the satisfaction of the District within District's sole discretion and pay the District for any costs the District incurs as a result of the breach of the warranty.
14. This agreement is further subject to the Rules and Regulations of the District, as now adopted or hereafter amended from time to time, to the extent the same are not in conflict herewith. Said Rules and Regulations are by reference hereto incorporated herein by reference as if set forth herein at length verbatim. In the event the District brings legal action to enforce the terms of this Agreement and in addition to any other remedies to which the District is entitled, District shall be entitled to the costs District incurs in regards to said action, including, but not limited to attorney fees. DEVELOPER AND DISTRICT KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHTS TO A JURY TRIAL in regards to any matters related to this Agreement.

(EXECUTION ON FOLLOWING PAGES)



THE CONSOLIDATED UTILITY  
DISTRICT OF RUTHERFORD COUNTY,  
TENNESSEE:

By: \_\_\_\_\_  
General Manager or  
Authorized Representative

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_\_self to be the \_\_\_\_\_ of The Consolidated Utility District of Rutherford County, Tennessee, and \_\_\_\_\_ as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Consolidated Utility District of Rutherford County, Tennessee by \_\_\_\_self as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

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



DEVELOPER:

\_\_\_\_\_

By:\_\_\_\_\_

Printed name:\_\_\_\_\_

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

STATE OF TENNESSEE

COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged \_\_\_\_self to be the \_\_\_\_\_ of \_\_\_\_\_, the within Developer, and \_\_\_\_\_ as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ by \_\_\_\_self as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC

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



**DEVELOPER AGREEMENT  
FOR ACCEPTANCE OF STEP SYSTEM**

THIS DEVELOPER AGREEMENT FOR ACCEPTANCE OF STEP SYSTEM is entered effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_ (“Developer”), \_\_\_\_\_ (“Guarantor”), and THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY, TENNESSEE (“CUD”).

WITNESSETH:

WHEREAS, the Developer desires for CUD to accept ownership and operation of a septic tank effluent pump System (“STEP System”) to serve certain property as described more particularly in Exhibit “A” to provide sewage service for the following real estate development:

**Development** \_\_\_\_\_ **Section:** \_\_\_\_\_ **Phase:** \_\_\_\_\_  
**# of Lots/Units:** \_\_\_\_\_ (the “Development”); and

WHEREAS, subject to the terms and conditions stated hereinbelow, CUD has agreed to accept ownership and operation of the above-described STEP System upon the completion of said System; and

WHEREAS, Guarantor has guaranteed the obligations of Developer under this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements and conditions hereafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Developer, Guarantor and CUD:

**SECTION 1. Construction and Design.**

1.1 Developer shall be responsible to have engineering plans prepared for the construction and design of the STEP System, and submit the same for review and approval by CUD and the Tennessee Department of Environment and Conservation (“TDEC”). Developer agrees to construct and install the STEP System at Developer’s expense in accordance with the plans approved by CUD and TDEC. Developer may not commence construction of the STEP System until CUD and TDEC have approved the plans for the STEP System in writing and provided written authorization to commence construction.

1.2 The plans submitted by Developer must be prepared by a licensed engineer acceptable to CUD within CUD’s sole discretion. CUD has the right to require specifications and standards which exceed the requirements of TDEC. CUD reserves the right to require additional soils testing in relation to the proposed STEP System if CUD determines in its sole discretion that additional testing would yield additional useful data. The engineering plans and calculations from Developer to CUD must include long term analysis of effluent disposal, long terms solids handling, and long term maintenance needs.

1.3 CUD’s review and approval of the plans does not constitute any guaranty of proper design, representation or warranty that the STEP System designed will be sufficient to serve the proposed development. CUD shall not be responsible for any failure or deficiency in the STEP System. Developer and Guarantor hereby hold CUD harmless for any failures or deficiencies in regards to the STEP System.

**SECTION 2. Fees and Costs.**

2.1 **Engineering and Review Fees.** Developer agrees to pay a non-refundable engineering and review fee to CUD in accordance with the rate schedule established by CUD then in effect. Said engineering and review fee shall be paid prior to plan approval.



2.2 Governmental Fees and CUD Acceptance Fee. In addition, the Developer shall be required to pay any additional fees due to TDEC or other governmental entities in regards to review and approval of the STEP System. Within five (5) business days of the approval of Preliminary Construction Plans of the STEP System by CUD, the Developer agrees to pay CUD a STEP System Acceptance Fee, if any, in accordance with the rates established by CUD.

2.3 Inspection Fee. In addition to the STEP System Acceptance Fee, the Developer shall pay CUD an inspection fee as established by CUD for the inspection of the STEP System during construction and following completion.

2.4 Payment date. All fees due to CUD for the review and approval of the STEP System must be paid by Developer to CUD prior to CUD's issuance of written authorization for the commencement of construction.

### SECTION 3. Construction and Contractor.

3.1 The Developer shall select the contractor to perform the construction and installation of the STEP System in accordance with the plans and specifications approved by CUD subject; however, to the written approval of said contractor by CUD. CUD shall in all cases have the right to disapprove a contractor in CUD's sole discretion. The contractor shall be appropriately experienced, licensed and bonded for the work being performed.

3.2 The Developer shall have the STEP System constructed in accordance with the plans and specifications approved by CUD and TDEC.

3.3 Developer may not commence work on the STEP System until CUD has provided Developer written authorization to commence construction.

3.4 If in the determination of CUD, the proposed STEP System requires expansion, upsizing or upgrading in order to accommodate Developer's property, Developer agrees to expand, upsize or upgrade the STEP System according to the CUD's specifications and plans at the Developer's expense.

### SECTION 4. Inspection.

4.1 CUD will inspect the installation of the STEP System, field lines, and appurtenances thereto to review compliance with the plans and specifications. In the event CUD identifies any deficiencies in the STEP System or any non-compliance with the plans and specifications, CUD may require the Developer to correct the same at Developer's expense.

4.2 The Developer hereby grants CUD and its employees and agents a license to enter the property of Developer for the purpose of inspection and testing of the STEP System.

### SECTION 5. Dedication and Transfer of System and Real Property.

5.1 Upon CUD's final inspection of the STEP System and CUD's written approval of acceptance of the same and prior to Developer executing any deeds to sell any of the property secured by the STEP System, Developer agrees to convey the STEP System and the real estate upon which said System is located to CUD by bill of sale and general warranty deed free and clear of all liens, deeds of trust, and encumbrances. The real estate to be conveyed to CUD must contain sufficient area and soils to support the design of the STEP System approved by CUD and TDEC. Developer shall present the proposed bill of sale and deed to CUD for CUD's review and approval prior to recording the deed in the Registers Office. The bill of sale and general warranty deed must be acceptable to CUD in form. Except for the rights with regard to the allocation of wastewater capacity provided in



Section 8 below, Developer shall have no rights whatsoever in regards to the STEP System and real estate transferred to CUD upon the recording of the deed to CUD as provided above.

#### SECTION 6. Warranty.

6.1 Developer shall provide CUD a full and comprehensive one-year warranty on all labor and materials related to the STEP System which shall run from the date the first CUD customer executes a contract with CUD for service from the STEP System. Developer shall be required to complete any repairs on the System at Developer's expense within said one year warranty period.

6.2 Upon CUD's written acceptance of the STEP System and the recording of the deed to CUD in accordance with the terms of this Agreement, CUD agrees perform any maintenance and repairs on the System after the one-year warranty period expires. However, if Developer has not completed any repairs which CUD notified Developer to complete prior to the expiration of the Developer's one-year warranty period, Developer remains responsible to complete said repairs at Developer's expense.

#### SECTION 7. Operation and Operational Fees.

7.1 Upon acceptance of the STEP System by CUD and the recording of the deed for the STEP System to CUD, CUD will be responsible for the STEP System's operation and routine maintenance subject to Developer completing any warranty work required within the one-year warranty period referenced in Section 6.1 of this Agreement

7.2 CUD shall have the right to charge owners of real property served by the STEP System such fees and charges as CUD determines in accordance with CUD's rate schedule.

#### SECTION 8. Allocation of Capacity.

8.1 CUD will reserve and allocate the treatment capacity provided by the STEP System for Developer's proposed development identified in the State Operation Permit ("SOP"), final plan approval by TDEC for the STEP System, and design plans approved by CUD. Subject to Sections 9.1 and 9.2, the capacity and right to utilize the STEP System shall be appurtenant to the Property described in the SOP and final plan approval by TDEC and CUD, and shall run with the land and inure to the benefit of the Developer, Developer's heirs, successors and assigns with respect to the Property described in the SOP and final plans approved by TDEC and CUD. Upon the Developer completing the last home or unit approved by the State of Tennessee within the final plans approved by TDEC and CUD, CUD may allow any remaining capacity in the STEP System to be utilized by individuals or entities other than Developer as CUD determines within CUD's sole discretion and Developer shall not be entitled to any monies for the same. Developer shall have no right to sell, assign, or allocate any of the wastewater capacity or any interest in the STEP System to any person or entity without CUD's prior written consent as determined in CUD's sole discretion.

8.2 Due to the inherent nature of the design and construction of wastewater treatment plants, many of the constituent elements for the STEP System may be oversized and may provide excess treatment capacity which will make future expansions of the facility simpler and less costly. Other elements are sized for immediate capacity needs due to capital and life cycle cost implications. For the STEP System, it is anticipated that the treatment process will operate most efficiently both from a treatment standpoint and from a capital and operational cost standpoint if the treatment trains are sized to match the near-term anticipated volume of wastewater to be treated and are incrementally expanded as the volume of wastewater to be treated increases. Developer is encouraged to keep these considerations in mind in regards to the design of the System.



8.3 If CUD determines that a commercial, industrial, multi-family or municipal customer is utilizing more capacity than originally allocated, CUD reserves the right to modify the allowed usage of the STEP System to ensure that the STEP System's capacity is not exceeded.

#### SECTION 9. Project Schedule.

9.1 Developer agrees to commence construction of the STEP System within two (2) years of obtaining CUD and TDEC approved plans. If the Developer does not commence construction of the STEP System within two (2) years of obtaining CUD and TDEC approved plans, all authorizations and approvals of CUD terminate and Developer will have to reapply for approval and acceptance of the STEP System with CUD which CUD may approve or deny within CUD's sole discretion. Furthermore, Developer agrees to commence construction of the STEP System within six (6) months of CUD issuing written notice to proceed. If Developer does not commence construction within six (6) months of CUD issuing written notice to proceed, the notice to proceed is void and Developer must have another pre-construction meeting with CUD and obtain a new notice to proceed.

9.2 Once the STEP System is operational, Developer agrees to maintain reasonable progress towards completion of the Master Plan. If the Developer does not submit construction plans to CUD for a subsequent section or phase of the development within seven (7) years of the Final Acceptance of the most recent prior section or phase, the Developer shall have no further rights to any capacity in the STEP System and CUD may reallocate the capacity as CUD determines in CUD's sole discretion.

#### SECTION 10. Expansion of System.

10.1 The parties acknowledge that expansion of the STEP System may be required to provide the treatment capacity needed to serve subsequent phases of the Development. This subsection establishes the procedure for expanding the STEP System to serve subsequent phases of the Development.

10.2 CUD has the complete discretion to allow or deny the expansion of the STEP System. CUD also has the complete discretion to issue permits and approvals to a property owner or developer other than Developer to expand the STEP System and/or collection System so long as sufficient capacity remains for the Development approved in the final STEP System plans approved by TDEC and CUD.

10.3 At any time that Developer determines that provision of additional wastewater treatment capacity is needed or desirable, Developer will notify CUD. The parties will meet within thirty (30) days to discuss the issues involved in proceeding with expansion, the circumstances relevant to a determination to proceed with expansion of the STEP System, and the scope of an expansion.

10.4 If CUD approves the expansion, CUD will grant Developer and/or Developer's contractor a non-exclusive limited license to enter the STEP System real estate parcel and commence work. Prior to entering CUD's property on which the existing STEP System is located, Developer must provide CUD proof of insurance as required hereinbelow.

10.5 Developer shall hold CUD harmless and indemnify CUD as to any and all injuries, liabilities, claims, suits and demands whatsoever arising in relation to Developer's expansion of the STEP System.

10.6 In the event Developer and/or Developer's contractor damages the existing STEP System, Developer will be required to promptly repair the same at Developer's expense. In the event CUD is required to pump the System or provide alternate treatment during construction of the expansion, Developer will be required to reimburse CUD for the cost of the same.



10.7 CUD will have no obligation to service, maintain, or operate the expanded STEP System until CUD has issued written approval and final acceptance of the expansion.

#### SECTION 11. Dispute Resolution.

11.1 If any dispute arises out of, any aspect of this Agreement, the parties must first try in good faith to settle the dispute through mediation. This mediation must commence within sixty (60) days after any party to the Agreement notifies the other party requesting mediation to resolve a dispute. The parties will bear the cost of the mediator equally.

11.2 If the parties are not able to resolve their dispute through mediation, either party may bring suit to enforce their rights under this Agreement.

11.3 In the event either party brings suit to enforce their rights under this Agreement, the Court may award the prevailing party attorney fees and costs incurred in said action in addition to any other relief to which either party is entitled.

#### SECTION 12. Insurance.

12.1 Developer and its general contractor in regards to the STEP System shall maintain the following insurance, at no cost to CUD, with insurance carriers licensed or eligible with the State of Tennessee with a rating from the A.M. Best Company of (A-) VII or better, with minimum coverage as outlined below which limits may be satisfied by a combination of primary and excess liability policies:

A. Commercial General Liability Insurance with limits not less than \$2,000,000 for each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage and Personal Injury. These limits may be met by one or more policies that comply with the other requirements of this Section. The deductible shall not exceed \$100,000 for each occurrence. Such insurance shall name CUD as an additional insured. Insurance shall be primary and non-contributory to any insurance or self-insurance maintained by CUD.

B. Prior to Developer undertaking any construction or any grading work within an active STEP System area, Developer shall maintain Environmental Liability Insurance with limits of not less than \$2,000,000 per occurrence, and \$2,000,000 in the aggregate. The policy shall include CUD as an additional insured. Such insurance shall be maintained for not less than two (2) years following the date the control of the STEP System is turned over to CUD. The deductible shall not exceed \$100,000 for each claim.

12.2 Prior to the start of construction, a certificate or certificates of insurance evidencing the coverages listed above, shall be provided by Developer to CUD. Developer further agrees to provide proof of the required coverage upon request by CUD.

12.3 All required insurance policies under this Agreement shall provide that thirty (30) days' advance written notice will be furnished to CUD by the insurance carrier prior to the date of cancellation, material change in, or nonrenewal of any required policy.

SECTION 13. Notices. Any notice or demand required or permitted under this Agreement may be made by certified mail, postage prepaid, or by a nationally recognized overnight courier service addressed to the other party's representative at the respective addresses set forth below. Either party may modify, add or delete notice addresses from time to time by notice given in accordance with this Section. Any notice or demand sent via



certified mail will be deemed to have been given and will be effective on the sooner of the date that delivery is actually made or three days from the date the notice is deposited in a United States Post Office or, if by overnight courier, one day after it is delivered to that courier service for overnight delivery. Notices that are not delivered because of a change of address for which no notice was given or which are refused will be deemed to have been delivered on the date of delivery to the previously-designated addresses or on the date that delivery was refused.

CUD: The Consolidated Utility District of Rutherford County, Tennessee  
ATTN: Manager  
709 New Salem Road  
Murfreesboro, TN 37129

DEVELOPER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECTION 14. Defense and Indemnification. Developer agrees to defend, indemnify and hold harmless CUD and its appointed and elected commissioners, officers, and employees, from and against any and all claims, demands, suits, liabilities, and losses and/or expenses whatsoever, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon CUD, its elected or appointed officials or commissioners, or employees related to the construction of the STEP System .

SECTION 15. Compliance. Developer shall comply with any and all federal, state, and municipal statutes, laws, rules and regulations, relating to Developer's obligations under this Agreement.

SECTION 16. Governing law and venue. This Agreement shall be governed and construed under the laws of the State of Tennessee. The parties agree that the exclusive venue for any suits brought in regards to this agreement shall be in the State Courts of Rutherford County, Tennessee, or with regard to any federal matters, the Middle District for the State of Tennessee.

SECTION 17. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. THE PARTIES EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

SECTION 18. Severability. Each provision of this Agreement is intended to be severable. If any provision is held illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 19. Assignment. Developer has no rights to assign its rights and liabilities under this Agreement.

SECTION 20. Amendment. Any and all modifications or amendments to this Agreement shall be in writing and signed by the duly authorized representatives of both parties.

SECTION 21. Guarantor. The undersigned Guarantor joins in the execution of this Agreement to personally and individually guaranty the performance and payment of all of Developer's obligations under this Agreement. The Guarantor waives any and all rights to any and all notices or as to mediation under the terms of this Agreement.



SECTION 22. Upon completion of the extension of said System, Developer shall provide to District the cost of the STEP System installed and value of the real property being conveyed to CUD in relation to the STEP System. All tanks, drip lines, appurtenances, and meters shall be the property of CUD upon CUD's written acceptance of the related STEP System.

SECTION 23. This Agreement is further subject to the Rules and Regulations of CUD, as now adopted or hereafter amended from time to time, to the extent the same are not in conflict herewith. Said Rules and Regulations are by reference hereto incorporated herein by reference as if set forth herein at length verbatim.

THE CONSOLIDATED UTILITY DISTRICT  
OF RUTHERFORD COUNTY, TENNESSEE

By: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_ of The Consolidated Utility District of Rutherford County, Tennessee, the within bargainer, and he as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of The Consolidated Utility District of Rutherford County, Tennessee by himself as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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



“DEVELOPER”

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_, the within bargainer, and he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ by himself/herself as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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



“GUARANTOR”

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

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

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, \_\_\_\_\_, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

\_\_\_\_\_  
NOTARY PUBLIC



EXHIBIT “A”

PROPERTY DESCRIPTION/DRAWING OF PROPERTY TO BE SERVED BY STEP SYSTEM



# FIRE HYDRANT REQUEST APPLICATION



**INFORMATION FOR APPLICANT.** Most fire hydrants within the District are installed by developers as part of new subdivision construction. The District does not install fire hydrants except as part of a main line construction project, where they are utilized to facilitate the testing and flushing of the new line. Occasionally, individuals or a group of individuals will want to have a hydrant installed at a specific location. This form is for such individuals to request and receive approval to have a new fire hydrant installed at a specific location and who are willing to pay the costs associated with such an installation. (If you are a developer and require a public hydrant(s) for your commercial, residential, or industrial development, please also fill out this form.) Submit form to [CUDengineering@ cudrc.com](mailto:CUDengineering@ cudrc.com).

If you wish to have a new fire hydrant installed please complete and submit this form. Submission of this form does not guarantee that a fire hydrant can be installed at the requested location. The District must review the application and determine whether or not the required fire flows the Applicant requested can be satisfied prior to approving the request.

Within 10 business days, the District's engineering staff will review the application and contact the applicant to inform him/her of the results. If the District determines the water distribution system can support the installation of a fire hydrant at the proposed location, the District will generate the required documents per the Tennessee Department of Environment and Conservation (TDEC). TDEC has granted the District permission to approve projects of this nature in-house. Once approved, the District will file the proper documentation per TDEC standards on behalf of the Applicant in order to maintain State approval. The new fire hydrant will be installed by the District in accordance with the District's standards and specifications in approximately 4-6 weeks. Payment will be due by the Applicant before installation commences.

## \*Required Fields

*PROJECT TYPE				DATE OF INQUIRY	
COMMERCIAL	INDUSTRIAL	SINGLE FAMILY RESIDENTIAL	MULTI-FAMILY RESIDENTIAL		
*CONTACT NAME		*PHONE		*EMAIL	
*ADDRESS OF PROPOSED HYDRANT				*STATE	*ZIP CODE
*DESCRIPTION OF HYDRANT LOCATION AND OTHER INFORMATION					
<p>The State of TN requires that all fire hydrants produce a minimum flow of 500 gpm at 20 psi. Also, fire hydrant connections must be made on water lines at least 6 inches in diameter. Many local planning authorities and/or fire dep artments require higher flow rates than the State minimum. Please contact your local authority for this information as the District will not do so on your behalf. Please include that information on this application. Your request <u>will not</u> be reviewed without this information.</p>					
_____ GPM					

By signing below, the Applicant hereby acknowledges his/her understanding and acceptance of the items set forth in this application.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**Cost of Fire Hydrants:** All costs associated with a new fire hydrant installation will be the responsibility of the Applicant and are outlined below per main line connection size. The Applicant is also responsible for all costs and work associated with installing a hydrant on the opposite side of the road from the District's main line which includes obtaining a licensed contractor to install per the District's specifications.

6 & 8 inch	\$ 7,500.00	24 inch	\$21,000.00
10 & 12 inch	\$ 9,500.00	30 inch	\$15,500.00
16 inch	\$ 16,000.00	36 inch	\$16,000.00
20 inch	\$ 18,000.00	48 inch	\$17,000.00



## FIRE LINES



All Fire Lines connected to Consolidated Utility District of Rutherford County's (CUDRC) public water mains shall be metered. It will be the developer/contractor's responsibility to furnish and install the meter as specified by CUDRC. The connection shall be subject to a monthly demand fee plus any water used on a monthly basis. Installation and materials shall be as follows:

- A Meter Application shall be completed and submitted for review by CUDRC during the planning phase to ensure proper meter sizing.
- Shop Drawing submittals shall be made to CUDRC's Meter Department for review and approval.
- A design drawing shall be submitted to CUDRC for review and approval prior to start of any construction.
- The developer/contractor shall provide and install the materials for the tap to the main line. CUDRC will make the tap to the existing main line up to twenty four inches (24") in diameter, subject to current tapping fees set forth by CUDRC.
- Installation shall be completed as specified by CUDRC and inspected by an authorized official of CUDRC.
- All fire line installations shall require a double check valve backflow preventer installed at the exterior of the structure and enclosed in an above ground hot-box as specified in CUDRC's cross-connection policy.



Prepared by:

Hudson, Reed & Christiansen, PLLC  
16 Public Square North  
Murfreesboro, TN 37130  
(615) 893-5522

**RELEASE AND HOLD HARMLESS AGREEMENT**  
**RELATED TO PERMEABLE SURFACE MATERIALS**

This Release and Hold Harmless Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between \_\_\_\_\_ (“Developer/Owner”) and the Consolidated Utility District of Rutherford County, Tennessee (“CUD”).

**W I T N E S S E T H:**

**WHEREAS**, Developer/Owner is the owner of a parcel of real estate located in Rutherford County, Tennessee, located at \_\_\_\_\_, and more particularly described on the attached Exhibit “A” (the “Property”); and

**WHEREAS**, CUD has existing water lines and appurtenances thereto on the Property; and

**WHEREAS**, Developer/Owner desires to install permeable or partially permeable materials, such as pavers and/or bricks and/or permeable concrete, on top of existing water lines of CUD on the Property; and

**WHEREAS**, CUD consents to the installation of such permeable materials over CUD’s water lines on the condition that any future repairs of water lines could require the removal of the permeable materials and their replacement at the expense of the then owner of the Property; and

**NOW, THEREFORE**, the Developer/Owner and CUD hereby acknowledge and agree:

1. Subject to the terms of this Agreement, CUD agrees to allow Developer/Owner to install permeable or partially permeable materials over the top of CUD water lines and appurtenances thereto existing on the Property (“Water Facilities”).
2. Prior to commencement of any construction, Developer/Owner must provide plans for any improvements or work to be done over Water Facilities for CUD’s review and approval.
3. Developer/Owner shall be responsible for any damage to the Water Facilities arising in relation to work over said Water Facilities. Developer/Owner shall



promptly repair any damage to the Water Facilities at the Developer/Owner's sole expense.

4. In the event Developer/Owner shall fail to perform any repair work to the Water Facilities as may be reasonably necessary or desirable in the discretion of CUD, and if Developer/Owner shall fail to commence to cure such failure and diligently pursue same, with such failure to cure continuing beyond thirty (30) days after written notice from CUD (except that such written notice shall not be required in the case of emergency), CUD shall be authorized, but not obligated, to perform any such work on or to the water facilities. In the event CUD performs any such construction, installation, replacement, maintenance, or repair work on or to any Water Facilities, Developer/Owner shall, promptly upon receipt of a bill therefore, reimburse CUD for all out-of-pocket expenses incurred by CUD. In the event that Developer/Owner fails to reimburse CUD for such expenses within thirty (30) days of the date of CUD's bill, Developer/Owner shall be obligated to pay, in addition, interest on such amount at a rate equal to the maximum non-usurious rate of interest permissible under applicable law or fifteen percent (15%) per annum, whichever is less, from the date of its receipt of such bill. Failure by Developer/Owner to make such payment shall entitle CUD to file a lien upon the Developer/Owner's property which may be enforced and collected in the manner provided for mechanics' and materialmen's liens under applicable laws of the State of Tennessee.
5. Developer/Owner understands and agrees that Developer/Owner installs any permeable or partially permeable materials including, but not limited to bedding, crushed stone, permeable pavers, piping and all related materials that make up the drainage system over the top of Water Facilities at Developer/Owner's own risk. In the event any future work or expansion of the Water Facilities are undertaken or required by CUD, the Developer/Owner understands that CUD may have to remove the permeable materials which would need to be replaced at the cost of the then current owner of the Property. CUD will restore the Property to a level condition following any such work, but CUD shall have no responsibility to replace permeable or partially permeable materials or improvements or to restore the same to their condition prior to any work undertaken by CUD.
6. Developer/Owner, its heirs, successors and assigns hereby release and hold CUD harmless in regards to any and all damages occurring to any permeable or partially permeable improvements or materials whatsoever removed, modified or disturbed by CUD over Water Facilities.
7. This Release and Hold Harmless Agreement shall be appurtenant to and run with the land and shall be binding upon the Developer/Owner, its heirs, successors, and assigns with respect to the Property.



8. In the event CUD brings suit to enforce its rights under this Agreement, CUD shall be entitled to reasonable attorney's fees incurred in said action in addition to any other rights and remedies to which it is entitled.
9. This Agreement may not be modified unless executed by both parties.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

“DEVELOPER/OWNER”

By: \_\_\_\_\_

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

“CUD”

By: \_\_\_\_\_

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

STATE OF TENNESSEE

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

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 \_\_\_\_\_, the within bargainer, and he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ by himself/herself as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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



STATE OF TENNESSEE

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

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared \_\_\_\_\_, 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 the Consolidated Utility District of Rutherford County, Tennessee, the within bargainor, and he/she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Consolidated Utility District of Rutherford County, Tennessee by himself/herself as such \_\_\_\_\_.

WITNESS MY HAND and official seal at my office on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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



EXHIBIT "A"

ADD METES AND BOUNDS PROPERTY DESCRIPTION WITH DEED REFERENCED TO  
DEVELOPER/OWNER SOURCE OF TITLE





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

**Agreement to Landscape 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 request permission to place landscaping in the above referenced dedicated easement. The owner acknowledges that any permission given by CUDRC to the Owner to plant landscaping in a dedicated easement does not waive or modify CUDRC rights as the easement holder. The owner understands and agrees that CUDRC or its authorized contractor may at any time, and for any reason perform work within the dedicated easement and that CUDRC shall have no liability to the Owner for any damage to landscaping in the easement. The Owner may be held responsible for the removal of the landscaping to enable work to be done by CUDRC. The Owner shall be solely responsible for any cost incurred in repairing or replacing the landscaping. The owner understands that CUDRC reserves the right to limit or totally withdraw this permission to place landscaping within the dedicated easement if such landscaping is impairing, or interfering with CUDRC use of the easement, or for any other appropriate reason. If this permission is withdrawn, the Owner will be responsible for finding an alternate location for any landscaping required under the City of Murfreesboro's or Rutherford Counties Zoning Ordinance. Owner shall inform any successor Owner of the terms and conditions of this agreement. Plant materials are subject to review by CUD where plants are installed directly over waterlines. **Trees will not be allowed within ten feet (10') of public water lines.**

\_\_\_\_\_  
Owner's Signature\_\_\_\_\_  
DateSTATE 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 himself/herself to be the \_\_\_\_\_ of \_\_\_\_\_; 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 \_\_\_\_\_.

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

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

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



CUDRC hereby grants \_\_\_\_\_ permission to plat landscaping 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: \_\_\_\_\_



**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: \_\_\_\_\_



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

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

**Agreement for Privacy Wall 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 privacy wall in the above referenced easement area of CUDRC. The Owner understands and agrees that CUDRC may limit the size, height, and placement of the privacy wall as a condition of giving permission to place a privacy wall within CUDRC’s easement. The Owner acknowledges that any permission given by CUDRC to Owner to place a privacy wall 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 privacy wall in the easement or any related damages arising therefrom. Owner agrees that CUDRC may require the Owner to remove the privacy wall 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 privacy wall. The Owner further understands that CUDRC reserves the right to limit or to completely withdraw this permission to place a privacy wall within CUDRC’s easement at any time within CUDRC’s sole discretion. If this permission is withdrawn or CUDRC requires Owner to move the privacy wall, the Owner will be responsible to promptly remove the privacy wall, or move it to another location acceptable to CUDRC, at Owner’s sole cost. In the event the Owner does not promptly remove the privacy wall after being requested by CUDRC to do so, CUDRC may remove the privacy wall 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 privacy wall footing shall have a minimum separation from the water line of ten feet (10’).

The City of Murfreesboro joins in the execution of this Agreement to acknowledge receipt of the obligations of the Owner under the terms of this Agreement to CUDRC.

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 privacy wall \_\_\_\_\_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 OfficialSignature

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



**City of Murfreesboro**

By: \_\_\_\_\_  
**Authorized City of Murfreesboro 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 the City of Murfreesboro, 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 the City of Murfreesboro.

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: \_\_\_\_\_