CONSOLIDATED UTILITY DISTRICT
Rutherford County, Tennessee

DEVELOPER'S PACKET

WATER
CONSTRUCTION
NOVEMBER 2025

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			
Jason Laxson	Asst. Director of Engineering	615-867-7327	jlaxson@cudrc.com
William Steele	Development Services Mngr.	615-225-3313	wsteele@cudrc.com
Brandon Watts	Project Coordinator	615-225-3312	bwatts@cudrc.com
Allison Benincasa	Engineering Technician	615-270-6848	abenincasa@cudrc.com

CONSOLIDATED UTILITY DISTRICT

Rutherford County, Tennessee

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 ordinally 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 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.

CONSOLIDATED UTILITY DISTRICT

Rutherford County, Tennessee

- 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 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 minimun 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

DO NOT SUBMIT THIS FORM WITHOUT ALL APPLICABLE ATTACHMENTS. SEE CHECKLIST AT THE BOTTOM OF THIS APPLICATION, THEN SUBMIT TO CUDengineering@cudrc.com.

DEVELOPMENT NAME		DATE OF INQUIRY
LOCATION OF PROPERTY (PROVIDE STREET ADDRESS OR DIRECTIONS FROM THE NEAREST INTERSECTION & ATTACH A VICINITY MAP)		
DEVELOPMENT TYPE: RESIDENTIAL ☐ COMMERICAL ☐ INDUSTRIAL ☐	CITY	COUNTY
TAX MAP #	PARCEL #	AREA IN ACRES (TOTAL)
TOTAL NUMBER OF PROPOSED LOTS/UNIT OF EACH TYPE	WILL THE DEVELOPMENT BE CONSTRUCTED IN MORE THAN ONE PHASE? YES ☐ NO ☐ ATTACH A CONCEPT PLAN, PRELIMINARY PLAT OR MASTER PLAN SHOWING EACH PHASE/SECTION	

PLANNING AUTHORITY: MURFREESBORO ☐ SMYRNA ☐ COUNTY ☐	SEWER PROVIDER: MURFREESBORO ☐ SMYRNA ☐ PROPOSED STEP ☐ EXISTING STEP ☐ SEPTIC ☐

☐ SINGLE FAMILY FIRE PROTECTION NEEDED FIRE HYDRANT FLOW REQUIREMENTS WILL BE BASED ON THE APPLICABLE PLANNING AUTHORITIES MINIMUM REQUIREMENTS AS NOTED BELOW: MUFREESBORO - 1,000 GPM SMYRNA - 1,000 GPM COUNTY - 500 GPM	☐ COMMERCIAL & MULTI-FAMILY FIRE PROTECTION NEEDED **A.** ATTACH A LETTER/EMAIL FROM THE APPLICABLE FIRE DEPARTMENT REGARDING THE FIRE HYDRANT FLOW REQUIREMENTS. **B.** IF FIRE SPRINKLERS ARE PROPOSED, ALSO ATTACH A LETTER/EMAIL FROM THE FIRE SPRINKLER DESIGNER REGARDING THE FLOW & PRESSURE REQUIREMENTS	☐ INDUSTRIAL FIRE PROTECTION NEEDED ☐ WAREHOUSE FIRE PROTECTION NEEDED DOMESTIC DEMAND REQUESTED: IRRIGATION DEMAND REQUESTED: FIRE FLOW REQUESTED:
AMENITY CENTER PROPOSED? YES ☐ NO ☐	FIRE SPRINKLERS NOT NEEDED ☐	

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 30-45 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 ☐ CONCEPT PLAN, PRELIMINARY PLAT, OR MASTER PLAN ☐ FIRE DEPARTMENT EMAIL/LETTER WITH FIRE HYDRANT REQUIREMENTS
☐ FIRE SPRINKLER EMAIL/LETTER

OFFICE LOCATION: 709 NEW SALEM HWY
MURFREESBORO, TN 37129

TELEPHONE: 615-893-7225
HOURS: MON-FRI. 8:00 - 4:30

CUDENGINEERING@CUDRC.COM
WWW.CUDRC.COM

DECENTRALIZED WASTEWATER AVAILABILITY REQUEST

DEVELOPMENT NAME		DATE OF INQUIRY
LOCATION OF PROPERTY (PROVIDE STREET ADDRESS OR DIRECTIONS FROM THE NEAREST INTERSECTION & ATTACH 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: $100.00 PER BUILDABLE LOT	
ATTACHED: ☐ PRELIMINARY SOIL MAP ☐ CONCEPT PLAN		

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

CUD REV 04/18/2019

PLAN REVIEW APPLICATION

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 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 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 CAN BE SUBMITTED VIA EMAIL (PREFERRED) TO CUDENGINEERING@CUDRC.COM OR IN PERSON AT CONSOLIDATED UTILITY DISTRICT'S ENGINEERING BUILDING. ONCE APPROVED, THIS FORM AND A 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 SERIVCE.

PROJECT TYPE: COMMERCIAL ☐ INDUSTRIAL ☐			DATE OF INQUIRY
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 ☐ ANTICIPATED DOMESTIC FLOW GPM	FIRE PROTECTION ☐ ANTICIPATED FIRE PROTECTION FLOW GPM	IRRIGATION ☐ ANTICIPATED IRRIGATION FLOW GPM

APPLICANT NAME (TYPE/PRINT) DATE

FOR OFFICE USE ONLY

ENGINEERING DEPARTMENT APPROVAL		METER DEPARTMENT APPROVAL	
SIGNATURE	DATE	SIGNATURE	DATE

ACCOUNTS NEEDED: DOMESTIC ☐ QTY. FIRE ☐ QTY. IRRIGATION ☐ QTY. **ACCOUNT #(s):**

INSTALLATION INSTRUCTIONS:

TAP FEE:

METER SIZE: 5/8" X 3/4" ORDER: INSTALL METER ONLY

BACKFLOW FEE:

ADDITIONAL NOTES:

TOTAL FEE:

OFFICE LOCATION: 709 NEW SALEM HWY
MURFREESBORO, TN 37129

TELEPHONE: 615-893-7225
HOURS: MON-FRI. 8:00 - 4:30

CUDENGINEERING@CUDRC.COM
WWW.CUDRC.COM

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****.*

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

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 will not be reviewed without this information.

* REQUIRED FIRE FLOW (IF OTHER THAN 500 GPM)

_____ 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 responsbility 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**

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MURFREESBORO, TN 37129

TEL: 615.893.7225
HOURS: MON-FRI 8:00-4:30

CUDengineering@CUDRC.COM
WWW.CUDRC.COM

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.
- All new construction, renovations, remodels, additions, and the like must comply with metering the fire line. Renovations, remodels, and additions with existing fire lines must be retrofitted with installing a fire meter, vault, and double check valve style backflow preventer at the cost to the developer per CUD requirements.

FIRE HYDRANT FLOW TEST REQUEST

PLEASE FILL OUT THIS FORM AND SUBMIT TO CUDENGINEERING@CUDRC.COM. CUD WILL ISSUE AN INVOICE THAT MUST BE PAID BY APPLICANT PRIOR TO FLOW TEST. ONCE PAID, THIS FORM INCLUDING TEST RESULTS WILL BE SENT TO THE APPLICANT'S EMAIL ADDRESS PROVIDED.

* INDICATES REQUIRED FIELD

* APPLICANT		* DATE OF INQUIRY / /
* BILLING ADDRESS		
* CITY	* STATE	* ZIP CODE
* PHONE	* EMAIL	

* FIRE HYDRANT TAG NUMBER(S)		
* FIRE HYDRANT LOCATION(S) (TAX MAP & PARCEL, NEARBY ADDRESS OR INTERSECTION)		
CITY	STATE	ZIP CODE

BELOW FOR OFFICE USE ONLY

FIRE HYDRANT FLOW TEST RESULTS

HYDRANT TAG NUMBER:

STATIC PSI:

RESIDUAL PSI:

PITOT PSI:

FLOW GPM:

ADDITIONAL NOTES:

OFFICE LOCATION: 709 NEW SALEM HWY
MURFREESBORO, TN 37129

TELEPHONE: 615-893-7225
HOURS: MON-FRI. 8:00 - 4:30

CUDENGINEERING@CUDRC.COM
WWW.CUDRC.COM

Development Fee Schedule
Effective April 1, 2026

Water Engineering/Review	FEES	
	Flat	Per Lot
Commercial Site Plan Review **	$1,250	
Commercial Meter Application Review	$400	
Facility Improvement Determination (FID) ****	$2,000	
Water Service Availability Request *	$1,100	
Preliminary Plats & Construction Plans (single-family) - Water Review **		$20
Preliminary Plats & Construction Plans (townhomes individually metered) - Water Review **		$40
Move Tap Plan Review Fee		$330
†MINOR Revisions to Completed Water Plans *	$670	
Final Plat Review **	$530	
Commercial Site – Water Design	*None - Design by Developer's Eng.*	
Residential Subdivision – Water Design		
	Other Fee Basis	
Water Line Easement (doc. prep. & admin.)	$520	
Set Tap Easement (doc. prep. & admin.)	$520	
Encroachment Agreements	$450	
Hydrant Flow Test	$500	
Legal Fees (review mod. to a std. CUD document)	Cost plus 10% admin.	

* Per Submittal

**** This covers the first 3 submittals & each additional submittal is at half the cost/lot.**

**** This will NOT be credited towards the plan review fees if the project moves forward.

†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.

Water Inspection	FEES	
	Flat	Per Lot
Residential Subdivision - Water Distribution On-Site		$280
	Other Fee Basis	
Commercial Site (Per water meter vault requiring inspection)	$1,200	
Residential Subdivision - Water Distribution Off-Site AND Commercial Site	$90 (Per 100' of water main installed)	
New Water Main Chlorination and Testing	**Per Foot of Pipe**	
4” – 8” Water Main	$0.80	
10” – 12” Water Main	$1.80	

Sewer Engineering/Review	FEES	
	Flat	Per Lot
†MINOR Revisions to Completed STEP Collection Plans *	$670	
STEP Preliminary Review of Master Plan (Intent to Serve) *	$400	
Preliminary Plats & Construction Plans - STEP Collection & Treatment Review **		$130
Preliminary Plats & Construction Plans - STEP Collection ONLY Review **		$70
Residential Subdivision - Plot Plan Review (excludes the STEP Tank Inspection)		$330
	Other Fee Basis	
Septic Soil Quality Check (Per acre evaluated for being used as a drip field associated with a proposed STEP system)	$670	
Sewer Line Easement (doc. prep. & admin.)	$520	
Set Tap Easement (doc. prep. & admin.)	$520	
Encroachment Agreements	$450	
Legal Fees (review mod. to a std. CUD document)	Cost plus 10% admin.	

* Per Submittal

**** This covers the first 3 submittals & each additional submittal is at half the cost/lot.**

†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.

Sewer Inspection	FEES	
	Flat	Per Lot
Residential Subdivision - STEP Collection		$170
Residential Subdivision - STEP Tank Inspection (excludes the Plot Plan Review)		$430
	Other Fee Basis	
Residential Subdivision - STEP Treatment (Per 1,000 GPD Treatment Capacity)	$430	
STEP Tank Reinspection (per site visit #4 and above)	$215	

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":

W I T N E S S E T H:

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").

W I T N E S S E T H:

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 nonexclusive 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 bargainor, 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 _____, 20___.

_____
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 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 _____ by himself/herself as such _____.

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

_____
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 _____, 20___.

_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT “A”

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

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 _____, 20__ 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 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 _____, 20___.

"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 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 _____ by himself/herself as such _____.

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

_____
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 _____, 20___.

_____
NOTARY PUBLIC

My commission expires: _____

EXHIBIT “A”

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

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

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 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 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 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

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: _____