



***AGREEMENT FOR
PROPOSED DEVELOPMENT*** RS-2017

This Development Agreement made this _____ day of _____
20____ by _____ (a corporation, business,
or entity in the State of _____) hereinafter called the "Developer", with EASTSIDE
UTILITY DISTRICT doing business in HAMILTON and BRADLEY COUNTIES, TN
hereinafter called the "Water Company".

The Developer, upon the terms and conditions hereinafter set forth, hereby enters
into an agreement with the Water Company for a private Development on/at (street address)

between (street) _____ and (street) _____
in the county of _____
Map/Parcel No. _____
Development Name: _____
Contact Name: _____
Contact Phone #: _____
Contact Email Address: _____
Engineer of Record: _____
Engineering Firm: _____
Engineer Phone #: _____
Engineer Email Address: _____

Whereas, the Developer desires to establish a development, within the boundary of the
Water Company in order that the development may receive domestic water service from
the Water Company and in order for the water system installed within that development
to be fully integrated into the Water Company and in order for the system to function
within all state and federal water quality guidelines, the Water Company and the
Developer do contract and agree as follows:

Article 1 - System Design

Design of the water system within the development shall be done by a registered
engineer, licensed to practice in the State of Tennessee. The design shall conform to the
State of Tennessee Community Public Water Systems Design Criteria. The
specifications for water systems installed in the District shall be those of the District,

approved by the Tennessee Department of Environment and Conservation. The District shall, to the best of its ability, provide all information about existing water supply lines that interface with the development.

Article 2 - Separation of Utilities

When the water main is in the vicinity of a sewer, the following guidelines apply.

Parallel Installation

- a. Normal conditions – Water mains shall be laid at least 10 feet horizontally from any sanitary sewer, storm sewer, or sewer manhole, whenever possible; the distance shall be measured edge-to-edge.
- b. Unusual Conditions – When local conditions prevent a horizontal separation of 10 feet, a water main may be laid closer to a storm or sanitary sewer provided that:
 - The bottom of the water main is at least 18 inches above the top of the sewer
 - Where this vertical separation cannot be obtained, the sewer shall be constructed of materials and with joints that are equivalent to water main standards of construction and shall be pressure tested to assure water-tightness prior to backfilling.

Crossings

- a. Normal Conditions – Water mains crossing house sewers, storm sewers or sanitary sewers shall be laid to provide a separation of at least 18 inches between the bottom of the water main and the top of the sewer, whenever possible.
- b. Unusual Conditions – Water mains passing under sewers, shall, in addition, be protected by providing:
 - A vertical separation of at least 18 inches between the bottom of the sewer and the top of the water main;
 - Adequate structural support for the sewers to prevent excessive deflection of joints and settling on and breaking the water mains;
 - That the length of water pipe be centered at the point of crossing so that the joints will be equidistant and as far as possible from the sewer;
 - Both the sewer and the water main shall be constructed of ductile iron pipe.

Other underground utilities may cross water supply lines only at a perpendicular angle or as close to perpendicular as possible unless a more restrictive requirement is in place with the local governing authority.

Article 3 - Telemeters Required

All water pump stations shall be equipped with radio telemeter systems as specified by the Water Company.

Article 4 - Review of Plans

When design of the development's water distribution system is substantially complete, the Developer shall submit to the Water Company for preliminary review either one (1) printed set or (preferred) one PDF (electronic) set of the proposed water distribution system drawings and specifications. The Water Company shall review the plans as quickly as possible. The Developer shall make any revisions required by the Water

Company and resubmit. Once the plans are deemed acceptable, six (6) sets of drawings shall be submitted by the Developer to the Water Company for a stamped approval. A duly authorized representative of the District will sign the plans and the developer may then submit them to the Tennessee Department of Environment and Conservation (TDEC) for review. Upon approval by TDEC, two (2) sets of approved drawings and one (1) PDF of the approved drawings shall be returned to the Water Company. No water line construction shall begin until these documents, approved by the Water Company, TDEC, and any other appropriate governing agency, are submitted to the Water Company.

Article 5 - Review of Materials

All materials used in the construction of water supply lines shall conform to the requirements and specifications set forth in the Water Company's "Water Line Installation Specifications". Any deviations from these specifications deemed necessary may only be approved by the General Manager of the Water Company or the Water Company Inspector.

Article 6 - Contractor Approval

The developer must submit to the Water Company, for review and approval, the developer's choice of utility contractor. Water supply lines must be installed by a contractor, currently licensed by the State of Tennessee to install municipal utilities. Acceptance of the contractor by the Water Company will be based upon verification of municipal utility license and contractor's prior performance.

Article 7 - Construction

No construction shall occur until the Tennessee Department of Environment and Conservation approval is obtained by the Developer's Engineer and the Water Company approves the contract. No construction shall occur without a minimum three (3) day prior notification of the Water Company Inspector. During construction, the Water Company shall provide on-site inspection as the Water Company deems necessary. The Water Company shall present to the design engineer any perceived deviations from the approved practice. If disagreements concerning methods or materials used occur, the Water Company may issue a stop-work order until the disagreements are resolved. During construction, the design engineer and the Water Company Inspector shall perform on-site inspections to ensure that all work is being performed in accordance with the Water Company's specifications.

Article 8 - Tests

When construction of the water supply system is complete, it is the Developer's responsibility to test the water supply lines in accordance with the Eastside Utility District Water Line Installation Specifications.

The Water Company will also inspect the development to determine the overall conformity of the system installation with Water Company requirement. Developer's

Engineer shall verify that all water valve boxes and fire hydrants are installed to finish grade outside of pavement area.

Article 9 - System Warranty

When tests are successfully completed, the Water Company shall furnish, at contractor's request, a letter of verification for the tests. The installation contractor shall assume responsibility for all defects in material and workmanship of the water distribution system for a period of one year beginning on the date the test are successfully performed. If the contractor is unable or unwilling to correct defects occurring within that warranty period, the developer shall assume responsibility for correction.

Article 10 - Automatic Flushing System

The Developer's designers of new housing developments shall make every effort to eliminate designs incorporating dead-end water mains by looping or creating system grids utilizing multiple taps to the source water. In the event a development design creates un-looped, dead-end water mains, the developer will be required, at their expense, to install metered automatic flushing systems. These system(s) shall remain in place and the developer will be responsible for paying for flushing water usage, until such time that there is adequate demand created by additional build-out in the development to routinely meet minimum State required standards for free chlorine residual to be maintained in public water distribution systems.

Article 11 - Maps

Developer shall provide to the Water Company a copy of the final plat of the subject development that has been recorded with the appropriate county or municipality. All plat maps that are issued for sales purposes or that are recorded with the corresponding governing county or municipality, shall carry the following statement:

A ten (10') utility easement exists five feet (5') from each side of the centerline of the water supply lines as installed. Water supply lines not located on public rights-of-way shall be depicted on the plat maps.

Article 12 - As Built Drawings

When construction of the water supply system is complete, the Developer shall, at the Developers expense, instruct the design engineer to prepare and submit to the Water Company as-built drawings of the water supply system. The submission shall consist of two (2) hard copies and (1) DXF format electronic file or vector PDF. In addition, All assets named below shall be located by GPS device of accuracy not less than 20 cm per the Water Company's asset mapping standards.

Assets shall be collected in a geodatabase and submitted as an electronic package to the Water Company.

As-built drawing requirements are as follows:

1. As-built drawings shall show location of water mains, blow-offs, reducers, tees, valves, tapping sleeves, fire hydrants, automatic flushing devices, air release or any other appurtenances relating to the water supply system.
2. The Water Company will not accept as-built maps showing complete and incomplete portions of a development on the same sheet unless the incomplete portions are labeled as such and a separate as-built is submitted at the time that portion is completed.
3. Lot numbers and block letters must be shown.

Note: Road names are to be recorded, not Road A, Road B, etc.

As built drawings are to be submitted no later than 30 days from the date of acceptance of construction letter.

The Water Company shall review the as-built drawings for content and perform a final inspection of the development to determine the correctness of the as-built drawings. The Water Company will notify the design engineer and/or contractor, in writing, of any discrepancies or required changes.

Article 13 - Affidavit of Cost

The Developer shall provide to the Water Company, in a form satisfactory to the Water Company, a sworn statement depicting the total cost of design and construction of the system(s) have been paid in full.

Article 14 - Transfer of Ownership

The Developer shall provide to the Water Company, in a form satisfactory to the Water Company document(s) transferring title and ownership to the Water Company of all water lines and appurtenances and easements dedicated to such lines and appurtenances free and clear of any encumbrance or mortgage. It is understood and agreed that any existing encumbrance or mortgage on any easement transferred to the Water Company shall be subordinated to the easement interest of the Water Company.

Article 15 - Service to the Development

It is agreed by the Developer that until all conditions and tests set forth in this Agreement for Proposed Development have been successfully completed and until all documents referred to in this agreement (e.g. signed Agreement for Proposed Development, final plat, as-built drawings and documents, affidavit of costs and transfer of ownership) have been delivered to the Water Company, in a form satisfactory to the Water Company. The

Water Company shall not set water meters, inspect service lines, perform maintenance or otherwise provide any service to the development.

Water Meter Boxes, Lids, Tee's and Yokes furnished and installed by Eastside Utility Water Company. Water meter boxes, lids, valve risers, and fire hydrants to remain in good condition until dedicated to Water Company. Repair or replacement of any damage to any of the aforementioned shall be the sole responsibility of the Developer.

IN WITNESS WHEREOF the Applicant has hereunto signed the day and year first above-written.

Applicant's Name
(Please Print or Type)

WITNESS:

Signature

Signature & Title of Applicant or Duly Authorized Rep

Approved this this _____ day of _____, 20_____.

IN WITNESS WHEREOF, the Water Company hereby accepts the foregoing
Application this _____ day of _____, 20_____.

Witness:

EASTSIDE UTILITY DISTRICT

Signature

Manager or Inspector