

AGREEMENT FOR PROPOSED DEVELOPMENT

This Development Agreement (hereinafter “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the West Knox Utility District, Knox County, Tennessee, a utility district incorporated under the laws of the State of Tennessee, with its office and principal place of business is in Knox County, Tennessee (hereinafter the “District”), and \_\_\_\_\_ (hereinafter the “Developer”), a Tennessee Corporation whose office and principal place of business is in \_\_\_\_\_ County, \_\_\_\_\_ (State).

WITNESSETH WHEREAS, Developer desires to establish a development, within the boundary of the District, known and to be known as \_\_\_\_\_, and WHEREAS, in order that the development may receive water and/or wastewater service from the District and in order for the water and/or wastewater system(s) installed within that development to be fully integrated into the District and in order for the system(s) to function satisfactorily, the District and the Developer do contract and agree as follows:

Article 1 – System Design

Design of the water and/or wastewater systems within the development shall be done by an engineer, licensed to practice in the State of Tennessee. The design shall conform with the State of Tennessee design criteria for construction of water and wastewater systems. The specifications for systems installed in the District shall be those of the District and approved by the Tennessee Department of Environment and Conservation (“TDEC”). Where District requirements are more stringent than those of TDEC, District requirements shall govern. The District shall, to the best of its ability, provide all information about existing water and wastewater lines that interface with the development.

Article 2 – Review of Plans

When design of the development’s water and wastewater system is complete, either in total or by phase, the Developer shall submit to the District, for review and approval, three (3) sets of prints of the water and wastewater system. Each submittal shall be separate. The District shall review and return the plans to the Developer. Charges for the review are as follows:

Water OR Wastewater	
0-50 Lots	\$600.00 each subdivision
51-100 Lots	\$700.00 each subdivision
101-500 Lots	\$900.00 each subdivision
Over 500 Lots	\$1,200.00 each subdivision
Water AND Wastewater	
0-50 Lots	\$900.00 each subdivision
51-100 Lots	\$1,000.00 each subdivision
101-500 Lots	\$1,600.00 each subdivision
Over 500 Lots	\$2,000.00 each subdivision

Developer shall make any revisions required by the District and resubmit. Once the plans are deemed acceptable by the District, a representative of the District will sign the plans and the Developer shall submit them to TDEC for approval.

#### Article 3 – Review of Materials

Before beginning construction, the Developer shall submit to the District, for review and approval, three (3) copies of submittals (shop drawings) for all materials to be used in the construction of the water and wastewater systems. The District will return two (2) copies of the reviewed specification submittals to the Developer. Material data approved for use in construction shall be stamped “Approved.” Material data not approved for use in construction shall be stamped “Not Approved.”

#### Article 4 – Contractor Approval

The Developer must submit to the District, for review and approval, the Developer’s choice of utility contractor. Water and wastewater lines must be installed by a contractor currently licensed by the State of Tennessee to install municipal utilities. Approval of the utility contractor by the District will be based upon verification of utility license and contractor’s prior performance. The utility contractor shall not begin work without the approval of the District.

#### Article 5 – Construction

No construction shall occur until State approval is obtained and the District approves this Agreement. During construction, the District shall provide on-site inspections as the District deems necessary. The District shall present to the design engineer and/or Developer any perceived deviations from submitted plans, materials submitted, or acceptable construction methods. If disagreements concerning methods or materials used occur, the District may issue a stop-work order until the disagreements are resolved. During construction, the design engineer shall perform on-site inspection to insure that all work is being performed in accordance with the District’s specification.

#### Article 6 – Tests

When construction of the water/wastewater system is complete, tests and observations shall be performed, as described in the District specifications.

#### Article 7 – System Warranty

When all requirements, including but not limited to, testing and as-built drawing submissions, are successfully completed, at Developer’s request, the District shall furnish a letter of verification for the tests that also establishes a date for the beginning of the warranty period of one (1) year. The Developer hereby assumes full responsibility for all defects in material and workmanship of the water/wastewater system for the warranty period.

#### Article 8 – Maps

Developer shall provide to the District 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 fifteen foot (15') utility easement exists seven and one-half feet (7½') either side of all water and wastewater lines as installed. Water and wastewater lines shall be depicted on both public rights-of-way and plat map for the project.

#### Article 9 – As-Built Drawings

When the water/wastewater system is complete, Developer shall instruct the design engineer to prepare and submit to the District as-built drawings of the water/wastewater system within 15 days from the date of acceptance of the construction letter written by the District. As-builts shall consist of two (2) paper or blue-line copies and (1) IBM compatible CD formatted in AUTOCAD (DWG).

As-built drawing requirements are as follows:

##### Water:

- (1) As-built drawings shall show the location of mains, blowoffs, valves, ARVs, hydrants, reducers, tees, meters, etc.
- (2) All valves, hydrants, ARVs, blowoffs and meters shall be located by measurements taken from two (2) separate, easily identifiable, stationary, physically observable, points. All measurements should be taken from manholes, power poles, electric vaults, telephone pedestals, buildings, etc. Reference points should not include trees, shrubs, or other living organisms or other objects which are subject to change in size or shape. Property corner pins may be used if no other reference point is available. GPS coordinates and/or other salient features will be acceptable. Any deviation from this concept will result in rejection of as-built drawings unless a variance has been obtained, in writing, from the District.
- (3) If a main is dead ended, there should be a blowoff with its location shown by measurement from easily identifiable points.
- (4) The District 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.
- (5) Lot numbers and block numbers must be shown. Road names are to be recorded; not Road A, Road B, etc.

##### Wastewater:

- (1) Plan and profile of wastewater lines must be shown. Plans should show location of manholes, station number or manholes, invert and top elevations of manholes.
- (2) WYES or service connections should be drawn on the plan and shall be assigned a station number or be shown as a distance from the nearest downstream manhole. Any service line laid out of a WYE shall be shown and the length of the service line shall be shown. GPS coordinates and/or other salient features will be acceptable.
- (3) Profile of wastewater mains shall show ground contours, manhole locations, station numbers, invert and top elevations of manholes, and grade of wastewater mains.
- (4) Lot numbers and block letters must be shown. Road names are to be recorded, not Road A, Road B, etc.

The District 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 District will notify the design engineer and/or contractor, in writing, of any discrepancies or required changes.

#### Article 10 – Affidavit of Cost

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

#### Article 11 – Transfer of Ownership

Within 60 days from the date of acceptance of the construction by the District (as evidenced by the satisfactory completion of all requirements herein, including, but not limited to, the testing, the warranty letter, and the acceptance and approval of the as-builts), the Developer shall provide to the District, in a form satisfactory to the District, document(s) transferring title and ownership to the District of all water and/or wastewater 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 District shall be subordinated to the easement interest of the District.

#### Article 12 – Service to the Development

It is agreed by the Developer that until all conditions and tests set forth in this Agreement have been successfully completed and that until all documents referred to herein (*e.g.*, Agreement, final plat, as-built drawings, affidavit of costs, transfer of ownership) have been delivered to the District, in a form satisfactory to the District, the District shall not set water meters, locate wastewater services, inspect service lines, perform maintenance or otherwise provide any services to the development.

#### Article 13 – Indemnity

Developer expressly agrees to defend, indemnify, and hold harmless District and its Commissioners, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, accruing or resulting to any and all contractors, subcontractors, material suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Developer in the performance of this Agreement. The Developer shall provide necessary worker's compensation insurance at the Developer's own cost and expense.

#### Article 14 – Independent Contractor Relationship

Developer is an independent contractor and not an employee of the District. Developer expressly warrants that it will not represent that it is an employee, servant, or agent of the District, and shall not be considered an employee of the District for any purpose. Furthermore, absolutely nothing contained herein shall be construed for any purpose as the creation of a joint venture between Developer and the District. The Developer bares the sole responsibility for the development in accordance with District guidelines, rules and regulations, and State and Federal law.

Article 15 – Compliance with the Law

Developer warrants that the services and/or materials and goods provided shall be in strict conformity with all applicable local, state and federal laws. Developer agrees to indemnify and hold District harmless from and against any loss, costs, claim, liability, damage or expense, including attorneys' fees, that may be sustained because of Developer's breach of this warranty.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in multiple originals by persons properly authorized so to do on or as of the day and year first above given.

DISTRICT:  
WEST KNOX UTILITY DISTRICT OF  
KNOX COUNTY, TENNESSEE

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

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Mailing Address:  
P.O. Box 51370  
Knoxville, TN 37950-1370  
Phone: 865-862-6701  
Fax: 865-531-1960

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_