SERVICE AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2024, by and between Haywood County Utility District of Haywood County, Tennessee (hereinafter referred to as “HCUD”), and Cane Creek Mobile Home Park, LLC (hereinafter referred to as “LLC”)

WITNESSETH

WHEREAS, Haywood County Utility District of Haywood County, Tennessee is a utility district duly organized and existing under the laws of the State of Tennessee; and

WHEREAS, Cane Creek Mobile Home Park, LLC a Tennessee LLC duly organized and existing under the laws of the State of Tennessee; and

WHEREAS, HCUD supplies water for its residents and businesses located within the County Limits of Haywood County (“Service Area”); and

WHEREAS, HCUD currently provides water services along Cane Creek Road on the south side of I-40 at exit 66 via a 6-inch main; and

WHEREAS, the parties believe there is enough capacity for LLC to allow \_\_\_\_\_ future customers along Cane Creek Road; and

WHEREAS, the Parties desire to collaborate to better serve future water customers in the area.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements herein set forth, the parties do hereby agree as follows:

1. Upon execution of this Service Agreement HCUD’s existing 6-inch main along Cane Creek Road, HCUD will be responsible for providing water service via the proposed water main along Cane Creek Road. HCUD has the right to serve any and all residents and businesses throughout the Service Area, including any new or prospective residents and businesses, provided that HCUD is able to supply sufficient flow to comply with the rules, regulations, and policies of the State of Tennessee Department of Environment and Conservation (“TDEC”). HCUD further agrees to provide a will serve letter upon written request from LLC or any prospective water customer in the Service Area.
2. HCUD has the right to limit the number of customers located on Jones’s Cane Creek property if sufficient flow cannot be sustained to existing customers and Jones will be responsible for providing water to customers on his property by drilling wells at his expense if this should occur.
3. Jones agrees to hold HCUD harmless from any and all actions in the event HCUD cannot serve the amount of customers located on Jones’s property or if sufficient flow.
4. Jones must pay and for installation and tap fee of one (1) two inch (2”) water meter and backflow preventer on said property Jones will be responsible for the installation, maintenance, repair, and replacement of the water infrastructure located on Jones’s side of the water meter.
5. The provisions of this agreement shall be modified or altered only in writing by the mutual agreement of the Parties.
6. This agreement shall be governed by the laws of the State of Tennessee.
7. Jones will provide the funding for the design, engineering, construction, and all expenses related to the proposed new connections.

HAYWOOD COUNTY UTILITY DISTRICT

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

JEFFREY RICHMOND, Chairman

CANE CREEK MOBILE HOME PARK, LLC

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

Bradley Jones, Member,