

Integra Water Tennessee, LLC.

Docket # 1700014

Casey Cove Estates

Page #10 was missing from the document in the original filing and is now included.

Sean McMillan

12-7-17

AGREEMENT

between

DEVELOPMENT COMPANY

and

INTEGRA WATER TENNESSEE, LLC

for the Installation, Conveyance, and Operation of the

WASTEWATER UTILITY SYSTEM

to be installed to serve

Casey Cove Estates Development

Smithville, Tennessee

April 24, 2017

AGREEMENT

This Agreement for the installation, conveyance, and operation of the wastewater utility system to be installed to serve Casey Cove Estates Development ("Agreement") is made as of the 24 day of April 2017, by and between **Mitchell Bowman** and **INTEGRA WATER TENNESSEE, LLC (INTEGRA)**, a Tennessee Limited Liability Corporation; DEVELOPMENT COMPANY and INTEGRA shall collectively be referred to as the "Parties".

WITNESSETH:

WHEREAS, DEVELOPMENT COMPANY has requested and INTEGRA has agreed that upon completion of the Wastewater Utility System Phase (defined below), DEVELOPMENT COMPANY shall convey the Wastewater Utility System Assets (defined below) constructed during such phase to INTEGRA, and INTEGRA shall accept such Wastewater Utility Assets and, thereafter, own and operate such facilities, all in accordance with this Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the rights, powers, and duties hereinafter set forth to be performed by each Party, DEVELOPMENT COMPANY and INTEGRA do mutually agree as follows:

1. DEFINITIONS

1.1. "*Agreement*" shall mean this Agreement for the installation, conveyance, and operation of the wastewater utility systems serving Casey Cove Estates (defined below), including all exhibits and schedules hereto, if any, as amended from time to time.

1.2. "*Casey Cove Estates Development*" shall mean the property to be developed by DEVELOPMENT COMPANY known as Casey Cove Estates Subdivision and consisting of approximately TBD acres along Highway Casey Cove Road, **Dekalb County, Tennessee**, which will consist of approximately 31 residences, and the following amenities: TBD, TBD, and TBD.

1.3. "*Certificate*" shall mean the Certificate of Public Convenience and Necessity for providing wastewater utility service in Casey Cove Estates Subdivison to be issued by the Regulatory Authority (defined below).

1.4. "*Certificate Extension*" shall mean an extension to the Certificate.

1.5. "*Closing*" shall mean each instance upon which Wastewater Utility System Assets (defined below), as the context requires, are transferred from DEVELOPMENT COMPANY to INTEGRA.

1.6. "*Closing Date*" shall mean the date of the applicable Closing, as the context requires.

1.7. *"Collection System Permit"* shall mean the permit for the construction and operation of the Wastewater Collection System issued by TDEC as Permit No. TBD.

1.8. Regulatory Authority *"County"* shall mean Dekalb County, Tennessee.

1.9. *TDEC "GPD"* means gallons per day.

1.10. *"Green Space Areas"* shall mean the areas referred to as Green Area in the Permit (if any).

1.11. *"Non-Discharge Permit"* shall mean the permit for the construction and operation of the Wastewater Utility System issued by TDEC as Permit No. TBD, including all modifications thereto.

1.12. *"Permit" or "Permits"* shall mean the Collection System Permit and/or the Non-Discharge Permit (defined below), as the context requires.

1.13. *"Regulatory Authority"* shall mean the Tennessee Regulatory Authority

1.14. *"Residential Unit Equivalent" or "RUE"* shall mean a residential unit rate determined as follows:. To determine the RUE for any connection, divide the design flow of the facility estimated in GPD by 300 GPD.

1.18 *"TDEC"* shall mean the Tennessee Department of Environment and Conservation.

1.19 *"Treated Effluent"* shall mean the wastewater that has been treated to the point that it meets the quality standards required by the Non-Discharge Permit.

1.15. *"Wastewater Collection System"* shall mean the wastewater service lines, gravity collection lines, force mains, lift stations, and all appurtenant equipment that will deliver wastewater from the customers in Casey Cove Estates Development to the WWTP (defined below).

1.16. *"Wastewater Plans"* are all plans and specifications for the Wastewater Utility System approved by the County (if required), INTEGRA, and TDEC and engineered by DEVELOPMENT COMPANY's engineer.

1.17. *"Wastewater Service Line"* shall mean the portion of the individual household wastewater line for which INTEGRA will assume maintenance responsibility. The Wastewater Service Line shall include only that portion of the individual household wastewater line that extends from the sewer cleanout at or near the property line to INTEGRA's wastewater main at or near the street. The portion of the line extending from the home to the sewer cleanout shall not be included in the term "Wastewater Service Line."

1.18. *"WCSDS" or "Wastewater Collection, Storage and Disposal Utility System"* shall mean the Wastewater Collection System, the Drip Irrigation, all lift stations, if any, and other

facilities used in the collection, holding and disposal of the wastewater. Attached as Exhibit 1.24 is a map of the Wastewater Utility System. DEVELOPMENT COMPANY shall install the WCSDS. It shall be DEVELOPMENT COMPANY's responsibility to install the WCSDS.

1.19. "*Wastewater Collection, Storage and Disposal Utility System Assets*" shall mean the Wastewater Collection System, Drip Irrigation, sites of adequate size for the WWTP, including adequate buffers, and the Wastewater Collection System.

1.20. "*Wastewater Utility System Phase*" shall mean any discrete phase of development of the Wastewater Utility System.

1.21. "*WWTP*" or "*Wastewater Treatment Plant*" shall mean the 9,424 GPD wastewater treatment plant to be located within Casey Cove Estates Development.

1.22. "*WWTP Site*" shall mean the WWTP site of adequate size for the WWTP, Drip Irrigation, including adequate buffers.

2. REPRESENTATIONS AND WARRANTIES OF DEVELOPMENT COMPANY

DEVELOPMENT COMPANY hereby represents and warrants as follows:

2.1. Organization; Good Standing; Power. DEVELOPMENT COMPANY is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has all the requisite power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to enter into this Agreement and perform its whole obligations hereunder.

2.2. Authority Relative to Agreement. The execution, delivery and performance of this Agreement by DEVELOPMENT COMPANY have been duly and effectively authorized by all necessary action. This Agreement has been duly executed by DEVELOPMENT COMPANY and is a valid and legally binding obligation of DEVELOPMENT COMPANY enforceable in accordance with its terms except (i) as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (ii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws.

2.3. Effect of Agreement. The execution, delivery and performance of this Agreement by DEVELOPMENT COMPANY and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority other than the Regulatory Authority or TDEC, (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law now applicable to DEVELOPMENT COMPANY or (iii) result in a violation of articles of organization or operating agreement.

3. REPRESENTATIONS AND WARRANTIES OF INTEGRA

INTEGRA hereby represents and warrants as follows:

3.1. Organization; Good Standing; Power. INTEGRA is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, and has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to enter into this Agreement and perform its obligations hereunder.

3.2. Authority Relative to Agreement. The execution, delivery and performance of this Agreement by INTEGRA have been duly and effectively authorized by all necessary corporate action. This Agreement has been duly executed by INTEGRA and is a valid and legally binding obligation of INTEGRA enforceable in accordance with its terms except (i) as limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, (b) laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (ii) to the extent the indemnification provisions may be limited by applicable federal or state securities laws.

3.3. Effect of Agreement. The execution, delivery and performance of this Agreement by INTEGRA and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority other than the Regulatory Authority or TDEC, (ii) violate, with or without the giving of notice or the passage of time or both, any provisions of law now applicable to INTEGRA, or (iii) result in a violation of INTEGRA's charter or bylaws.

4. INSTALLATION OF WASTEWATER TREATMENT PLANT

4.1 Design of WWTP. DEVELOPMENT COMPANY shall pay for all engineering costs and permit fees associated with the design and TDEC approval and permitting of the WWTP.

4.2 Construction of WWTP. DEVELOPMENT COMPANY shall be obligated to construct a Wastewater Treatment Plant capable of treating up to 9,424 GPD of wastewater treatment capacity in such a manner to meet the effluent permit requirements established by TDEC in Permit TBD.

4.4 Connection Fees. INTEGRA shall collect a connection fee of \$0 for each single-family residential connection or Residential Unit Equivalent (REU) connected to the Wastewater Utility System.

5. INSTALLATION OF WASTEWATER COLLECTION, STORAGE AND DISPOSAL UTILITY SYSTEM

5.1 Design of WCSWC. The Wastewater Storage and Disposal System has been designed by DEVELOPMENT COMPANY engineer. DEVELOPMENT COMPANY shall pay for all engineering cost and permits fees associated with the design and TDEC approval and permitting of the Wastewater Collection System necessary to serve the Casey Cove Estates Development.

5.2 Construction of WCSWC. DEVELOPMENT COMPANY shall be responsible for the construction and installation of the *WCSDS*. In connection with development of each phase of Casey Cove Estates Development, DEVELOPMENT COMPANY shall cause to be installed, at DEVELOPMENT COMPANY's expense, a complete Wastewater Collection System to serve all lots in that phase of Casey Cove Estates Development. The entire Wastewater Collection System shall be constructed in such a manner as to restrict entry of groundwater and surface waters into the Wastewater Utility System to the greatest extent practicable and, at a minimum, shall conform to the minimum standards established by the TDEC regulations for infiltration/inflow.

5.3 The *WCSDS* shall be installed in accordance with the approved Wastewater Plans. Furthermore: prior to the commencement of any construction work on the Wastewater Utility System, DEVELOPMENT COMPANY shall obtain INTEGRA's approval of all contractors and subcontractors who will perform work on the installation of the Wastewater Utility System.

5.4 DEVELOPMENT COMPANY shall furnish to INTEGRA copies of all required surveys, maps, and engineering drawings and specifications sufficient for filing an application with the Regulatory Authority for the Certificate or Certificate Extension. Surveys, maps and engineering drawings shall be submitted to INTEGRA in both paper and electronic versions, with the electronic files being in a ".dwg" format.

5.5 INTEGRA may periodically inspect the construction and may require correction to portions of the construction that are not consistent with the Wastewater Plans which changes must be specifically authorized by the Wastewater Plans and in accordance with all applicable law.

6. APPLICATION FOR CERTIFICATE.

After the execution of this Agreement, and prior to the installation of each Wastewater Utility System Phase, INTEGRA will apply to the Regulatory Authority as soon as may be practicable for a Certificate or Certificate Extension to provide wastewater service to that phase of Casey Cove Estates Development. The Parties agree to fully cooperate and use commercially reasonable efforts to obtain Regulatory Authority issuance of the Certificate. DEVELOPMENT COMPANY shall furnish to INTEGRA the necessary financial information for utility plant investment including back-up invoices necessary for INTEGRA to complete the Certificate

application and data request responses to the Regulatory Authority. INTEGRA shall provide all bonds required by the Regulatory Authority for the Certificate and each Extension. INTEGRA shall notify DEVELOPMENT COMPANY in writing upon the issuance of an order by the Regulatory Authority approving the Certificate or any Certificate Extension. INTEGRA may terminate this Agreement if the Regulatory Authority, in conjunction with its issuance of the Certificate, does not approve both the full purchase price as rate base for INTEGRA and INTEGRA's applied for rates.

7. CONVEYANCE OF WASTEWATER UTILITY SYSTEM ASSETS

7.1. Conveyance of Wastewater Utility System Assets. At the times and on the terms described below, DEVELOPMENT COMPANY shall convey to INTEGRA, by easements and bill of sale, as appropriate, the WCSDS assets and the WWTP Site. The WWTP site shall front upon publicly dedicated streets to provide free and reasonable access to the WWTP site located thereon. In the event that the WWTP site does not front upon a publicly dedicated completed street, DEVELOPMENT COMPANY shall convey a perpetual 30 foot easement for ingress, egress, regress, and access to the WWTP with an all-weather gravel access road and also for the installation, operation, maintenance, repair and replacement of such utilities.

7.2. Initial Closing.

(a) Pre-Closing Deliveries.

(i.) DEVELOPMENT COMPANY shall deliver to INTEGRA notice of installation of initial phase of the Wastewater Collection System, together with engineering certification of completion of same;

(ii.) DEVELOPMENT COMPANY shall deliver to INTEGRA title insurance for the WWTP Site, pursuant to Section 7.8 of this Agreement;

(iii.) DEVELOPMENT COMPANY shall deliver to INTEGRA title insurance commitments for the WWTP Site and for the perpetual easements for the collection mains, force mains, collection pumping stations, and for the collection lift stations (if any) to be conveyed at the initial Closing, pursuant to Section 7.7 of this Agreement; and

(iv.) DEVELOPMENT COMPANY's engineer shall supply INTEGRA with an electronic copy of engineering drawings of the Wastewater Utility System as constructed ("as-builts") and also a hard copy of the as-builts. The electronic version of the as-builts shall be submitted to INTEGRA in ".dwg" format with two spatial references to location and elevation.

(b) Initial Closing Date. Upon receipt of the last item described in Section 7.3(a) of this Agreement, the Parties shall mutually agree upon a date for the transfer of the WWTP Site of adequate size for the WWTP, and the initial phase of the Wastewater Collection

System, which date shall not be more than 30 days from the date of delivery of the last item described above.

(c) Closing Deliveries. At the initial Closing,

(i.) DEVELOPMENT COMPANY shall deliver to INTEGRA the easements described in Section 7.6 and 7.7 of this Agreement.

(ii.) The Parties shall deliver such other agreements, documents and certificates necessary or desirable to effect such transfers.

(iii.) DEVELOPMENT COMPANY shall deliver to INTEGRA a written certification of DEVELOPMENT COMPANY's installation cost with respect to the initial Wastewater Facility Phase.

(iv.) DEVELOPMENT COMPANY shall cause its contractors to provide to INTEGRA a one-year warranty on all *WCSDS* components commencing on the date of issuance of the final engineering certification.

(v.) DEVELOPMENT COMPANY shall deliver to INTEGRA the lot numbers and addresses of all properties to be served by the Wastewater Facilities.

(vi.) DEVELOPMENT COMPANY shall deliver to INTEGRA a recorded plat showing each unit in the Subdivision.

(d) Initial Closing Representations. At the initial Closing, DEVELOPMENT COMPANY shall represent and warrant the following to INTEGRA:

(i.) The conveyance of the WWT, the WWTP Site including adequate buffers, and the initial phase of the Wastewater Collection System to be conveyed at the Closing will not violate any judicial, governmental or administrative order, award, judgment, or decree applicable to DEVELOPMENT COMPANY or to such Wastewater Utility System Assets;

(ii.) there are no existing contracts or commitments whatsoever of any type or nature in effect with respect to the WWTP. The WWTP including adequate buffers, and the initial phase of the Wastewater Collection System to be conveyed at the initial Closing, other than this Agreement, and DEVELOPMENT COMPANY is not aware of any default by any Party to any such agreement; and

(iii.) Except as described herein, there are no liens, claims, or encumbrances whatsoever of any type or nature upon or against the WWTP. The WWTP including adequate buffers, and the initial phase of

the Wastewater Collection System to be conveyed at the initial Closing, including but not limited to deeds of trust, financing statements or security agreements filed under the Uniform Commercial Code either in the County or with the Tennessee Secretary of State.

7.3. Subsequent Closings.

(a) Notice. After the initial Closing, DEVELOPMENT COMPANY shall notify INTEGRA in writing upon the completion of each of the following items with respect to a Wastewater Utility System Phase:

(i.) Installation of the components of the Wastewater Utility System relating to a Wastewater Utility System Phase pursuant to the Wastewater Plans, including the interconnection and necessary upgrades to the existing Wastewater Collection System, and has provided the engineering certification of completion;

(ii.) Delivery to INTEGRA of a written certification of DEVELOPMENT COMPANY's installation cost with respect to such Wastewater Utility System Phase.

(b) Closing Date for Subsequent Closings. Upon receipt of the last notice described in Section 5.3(a) of this Agreement, the Parties shall mutually agree upon a date for the transfer of such Wastewater Utility System Assets, which date shall not be more than thirty (30) days from the date of notice provided by DEVELOPMENT COMPANY and described above.

(c) Closing Deliveries for Subsequent Closings. At each subsequent Closing:

DEVELOPMENT COMPANY shall convey by warranty deed and bill of sale, and INTEGRA shall accept, the Wastewater Utility System Assets for such Wastewater Utility System Phase.

DEVELOPMENT COMPANY shall convey to INTEGRA the easements described in Sections 7.6 and 7.7 of this Agreement.

The Parties shall deliver such other agreements, documents and certificates necessary or desirable to effect such transfers.

(i.) DEVELOPMENT COMPANY shall deliver to INTEGRA a written certification of DEVELOPMENT COMPANY's installation cost with respect to the initial Wastewater Facility Phase.

(ii.) DEVELOPMENT COMPANY shall cause its contractors to provide to INTEGRA a one-year warranty on all Wastewater Utility System components installed during such Wastewater Utility System Phase commencing on the date of issuance of the final engineering certification.

(iii.) DEVELOPMENT COMPANY shall deliver to INTEGRA the lot numbers and addresses of all properties to be served by the Wastewater Facilities.

(iv.) DEVELOPMENT COMPANY shall deliver a disk copy of Auto CAD program or other drafting program used in the preparing the Wastewater Utility System plans for such Wastewater Utility System Phase.

(v.) DEVELOPMENT COMPANY shall deliver to INTEGRA a recorded plat showing each unit in the Subdivision.

(vi.) At each Closing and thereafter, each Party shall execute and deliver such other agreements, documents and certificates necessary or desirable to effect transfer of the Wastewater Utility System Assets.

7.4. Subsequent Closing Representations. At each Closing, DEVELOPMENT COMPANY shall represent and warrant the following to INTEGRA:

(i.) The conveyance of all the Wastewater Utility System Assets at the Closing will not violate any judicial, governmental or administrative order, award, judgment, or decree applicable to DEVELOPMENT COMPANY or the Wastewater Utility System Assets;

(ii.) There are no existing contracts or commitments whatsoever of any type or nature in effect with respect to the Wastewater Utility System Assets being transferred to INTEGRA, except this Agreement and DEVELOPMENT COMPANY is not aware of any default by any party to any such agreement; and

(iii.) Except as described herein, there are no liens, claims, or encumbrances whatsoever of any type or nature upon or against any of the Wastewater Utility System Assets being transferred to INTEGRA, including but not limited to deeds of trust, financing statements or security agreements filed under the Uniform Commercial Code either in the County or with the Tennessee Secretary of State.

7.5. Easements for Force Mains and Collection Mains. At the time of completion of the transfer of the Wastewater Utility System Assets relating to each Wastewater Utility System Phase to INTEGRA, DEVELOPMENT COMPANY shall convey to INTEGRA a perpetual easement with a total width of 20 feet centered on the main within that phase of DEVELOPMENT COMPANY for ingress, egress, regress, and access for the installation, operation, maintenance, repair and replacement of the collection system lines, valves and other equipment appurtenant to the Wastewater Collection System. These easements may be conveyed to INTEGRA by restrictive covenants recorded in the County Register of Deeds.

7.6. Easements for Wastewater Service Lines. Each Wastewater Service Line will require a perpetual easement with a total width of 10 feet centered on the Wastewater Service Line. These perpetual easements shall be for ingress, egress, regress, and access to install, operate, repair, maintain and replace the Wastewater Service Line. DEVELOPMENT COMPANY, in each deed to a lot purchaser and in the recorded restrictive covenants relating to such lot, shall reserve and convey to INTEGRA these perpetual easements for the Wastewater Service Line.

7.7. Title Insurance for Easements. DEVELOPMENT COMPANY shall also provide INTEGRA title insurance for all perpetual easements for the WWTP Site, wastewater collection lines, force mains, collection pumping stations and collection lift stations not within publicly dedicated rights of way. The title insurance shall insure the perpetual easements to be free and clear of all liens and encumbrances, other than the Permitted Exceptions. DEVELOPMENT COMPANY shall procure a title commitment on behalf of INTEGRA with respect to each site prior to the applicable Closing and shall pay the attorney's fees incurred in connection therewith. INTEGRA shall pay the title insurance premiums in connection with the issuance of an owner's policy after each such Closing.

8. OPERATION OF THE WASTEWATER UTILITY SYSTEM ASSETS

8.1. Operation of Wastewater Utility System Assets. After each Closing, INTEGRA shall provide wastewater service to the customers of such phase of Casey Cove Estates Development to which the Wastewater Utility System Phase relates, as described in this Agreement and in accordance with the terms of the Certificate or Certificate Extension, as the same may be amended from time to time. INTEGRA WILL NOT BE RESPONSIBLE FOR ACHIEVING WATER QUALITY LEVELS IN THE TREATED EFFLUENT BEYOND THE REQUIREMENTS OF THE NON-DISCHARGE PERMIT.

8.2. Landscaping and Landscape Maintenance. DEVELOPMENT COMPANY shall be responsible for the landscaping and landscape maintenance of all Green Space Areas. In addition, at DEVELOPMENT COMPANY's sole cost, provided that such landscaping does not violate any applicable requirements of the Non-Discharge Permit.

8.3. Responsibilities for the Wastewater Service Lines. INTEGRA shall operate, maintain, repair and replace the components of the Wastewater Service Lines.

8.4. Notices to Lot Purchasers. DEVELOPMENT COMPANY shall include in the lot purchase contracts and also in the related restrictive covenants language describing the purchaser's responsibilities with respect to the wastewater collection line serving the purchaser's lot, in accordance with the provisions of Section 7.6 of this Agreement.

8.5. Gravity Collection Service Lines.

(a) Gravity services shall consist of a wastewater service tap, a 4" home service line, and a cleanout at the easement or right of way line. DEVELOPMENT COMPANY shall use commercially reasonable efforts to ensure that the employees, contractors, and subcontractors under its control do not break, damage or bury these cleanouts.

(b) It shall be the responsibility of the owner of each dwelling unit with a gravity service line to maintain such service line from their residence to the cleanout at or near the property line. If the cleanout is not at or near the property line, then the owner of that dwelling shall be responsible for maintenance of the gravity collection service line up to the property line.

9. GENERAL PROVISIONS

9.1. Execution of Future Agreements. After the execution of this Agreement, all Casey Cove Estates Development agreements entered into by DEVELOPMENT COMPANY with respect to development at Casey Cove Estates Development shall be consistent with the terms of this Agreement to the extent addressing the provision of wastewater service to Casey Cove Estates Development.

9.2. Cooperation for All Necessary Government Approvals. DEVELOPMENT COMPANY and INTEGRA agree to cooperate in obtaining all necessary permits including the Permits and issuance of the Certificate and/or Certificate Extensions by the Regulatory Authority to INTEGRA. INTEGRA, at INTEGRA's cost, shall file for all Certificates and Certificate Extensions.

9.3. Representations, Warranties, Covenants and Agreements Survive Closing. All representations and warranties of DEVELOPMENT COMPANY and INTEGRA hereunder shall survive each Closing. Further, any covenant or agreement herein which contemplates performance after the time of any Closing shall not be deemed to be merged into or waived by the instruments delivered in connection with such Closing, but shall expressly survive such Closing and be binding upon the Parties obligated thereby.

9.4. Binding upon Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPMENT COMPANY and INTEGRA, and the successors and permitted assigns of each.

9.5. No Third Party Beneficiary Rights. Nothing expressed or referred to in this Agreement will be construed to give any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a permitted successor or assignee pursuant to Section 9.4 of this Agreement.

9.6. Independent Contractors. The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the Parties.

9.7. Counterparts. This Agreement may be executed in one or more counterpart signature pages, each of which (including counterpart signature pages transmitted by facsimile or other electronic means) will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.8. Headings. The headings of particular provisions of this Agreement are inserted for convenience only and shall not be construed as a part of this Agreement or serve as a limitation or expansion on the scope of any term or provision of this Agreement.

9.9. Enforcement of Agreement. Each Party acknowledges and agrees that the other Party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by a Party could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent any breach or threatened breach of any of the provisions of this Agreement, without posting any bond or other undertaking.

9.10. Waiver. No waivers of, or exceptions to, any term, condition or provision of this Agreement, in any instance or instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, condition or provision.

9.11. Entire Agreement. This writing and the documents referred to herein embody the entire agreement and understanding between the Parties and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

9.12. Modifications in Writing. This Agreement shall not be modified, amended, or changed in any respect except in writing, duly signed by the Parties and each Party hereby waives any right to amend this Agreement in any other way.

9.13. Consent to Jurisdiction. The Parties agree that the state and federal courts of Tennessee shall have exclusive jurisdiction over this Agreement and any controversies arising out of, relating to, or referring to this Agreement, the formation of this Agreement, and actions undertaken by the Parties hereto as a result of this Agreement, whether such controversies sound in tort law, contract law or otherwise. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of such state and federal courts, agrees to accept service of process by mail, and expressly waives any jurisdictional or venue defenses otherwise available.

9.14. Governing Law. This Agreement shall be governed by the internal substantive laws of the State of Tennessee, without regard to such state's conflict of law or choice of law rules.

9.15. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be sent either (i) personally by hand delivery, (ii) by registered or

certified United States first-class mail, postage prepaid, return receipt requested, (iii) by nationally recognized overnight courier, or (iv) by facsimile addressed to the address or facsimile number indicated below (or at such other address or facsimile number as such Party or permitted assignee shall have furnished to the other Party hereto in writing). All such notices and other written communications shall be effective on the date of delivery.

If to DEVELOPMENT COMPANY, such notice shall be addressed to:

Mitchell Bowman
1980 Old Fort Parkway
Murfreesboro, TN 37129

If to INTEGRA, such notice shall be addressed to:

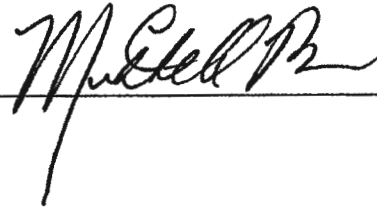
INTEGRA Water Tennessee, LLC
John L. McDonald, Manager
600 University Park Place, Suite 275
Birmingham, AL 35209

[Signature page follows]

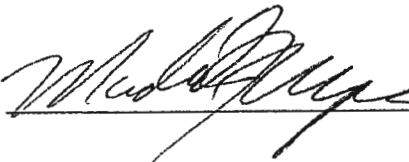
[Signature Page to Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in their respective names, all by authority duly given, the day and year first above written.

Mitchell Bowman

By: _____

INTEGRA WATER TENNESSEE, LLC.

By: _____