

MODIFICATION OF SEWER CONNECTION AGREEMENT BETWEEN THE
CUMBERLAND COUNTY, TENNESSEE BOARD OF EDUCATION AND THE CITY OF
CROSSVILLE, TENNESSEE REGARDING SEWER INFRASTRUCTURE AND SERVICE
TO BROWN ELEMENTARY SCHOOL

This Modification is hereby made this ____ day of _____, 2018, by and between the Cumberland County, Tennessee Board of Education (hereinafter referred to as "BOARD") and the city of Crossville, Tennessee (hereinafter referred to as "CITY"). This agreement concerns sanitary sewer disposal services provided by CITY to Brown Elementary School (hereinafter referred to as "SCHOOL").

WHEREAS, BOARD and CITY previously agreed on or about April 26, 2002, for the extension of sanitary sewer service to SCHOOL with conditions including, but not limited to the following:

- a. The line to extend from Brown Elementary School to South Cumberland Elementary School, connecting at the line previously extended to South Cumberland Elementary School;
- b. The line to be built at no cost to CITY and constructed according to city and state specifications, rules and regulations;
- c. Any necessary utility easements to be acquired by BOARD at its sole expense;
- d. BOARD to install the access line and all pumps to allow the system to perform properly at BOARD expense;
- e. The access line to remain the property of, and be maintained by BOARD;
- f. That the access line be limited to serve the Brown Elementary School only, with a maximum of 20,000 gallons per day;
- g. BOARD to pay a monthly fee for sanitary sewer service, the same as that CITY was then charging South Cumberland Elementary School;

WHEREAS, to even date, BOARD and CITY have fulfilled each of its respective duties and obligations concerning the Agreement of April 26, 2002; and

WHEREAS, BOARD has requested that the agreement, as set forth herein above, be modified such that CITY shall assume all ownership, maintenance and control of the sanitary sewer line from its point of connection with the line South Cumberland Elementary School to its connection with SCHOOL (Brown Elementary);

WHEREAS, CITY has agreed to same:

IT IS THEREFORE AGREED AND UNDERSTOOD AS FOLLOWS:

1. The agreement entered into by the parties on or about April 26, 2002, for the construction and maintenance of a sanitary sewer line to extend from South Cumberland Elementary School to Brown Elementary School is modified such that CITY shall henceforth own, control, and maintain such line;
2. That the BOARD shall continue to pay CITY for sewer services at outside sewer rates as are provided to other customers and as may be adjusted in the future.
3. CITY shall henceforth be responsible for any necessary repairs to the line, the same as if it had constructed the line itself, at its own cost;
4. To the extent CITY has or has had any claims against BOARD regarding the design,

construction, maintenance or repair of the line extension from South Cumberland Elementary School to Brown Elementary School, such claims are permanently and completely waived;

- 5. BOARD shall convey all easements acquired by BOARD, for the construction of the line extension from South Cumberland Elementary School to Brown Elementary School, to CITY.
- 6. This Agreement may be amended only by a writing signed by both parties hereto.
- 7. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
- 8. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective heirs, successors, assigns, and personal and legal representatives.
- 9. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be amended by the parties hereto so as to make it valid, legal and enforceable but keeping it as close to its original meaning as possible. The invalidity, illegality or unenforceability of any provision shall not affect in any manner the other provisions herein contained, which shall remain in full force and effect.

JAMES MAYBERRY
MAYOR, CROSSVILLE, TENNESSEE

DAVID BOWMAN
CHAIRMAN, CUMBERLAND COUNTY
BOARD OF EDUCATION

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned Notary Public, in and for the County and State above inscribed, personally came and appeared JAMES MAYBERRY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be Mayor of Crossville, Tennessee; and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by his name on behalf of the City of Crossville,.

WITNESS my hand on the _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Before me, the undersigned Notary Public, in and for the County and State above inscribed, personally came and appeared DAVID BOWMAN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a Chairman of the Cumberland County Board of Education; and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself as such Chairman.

WITNESS my hand on the _____ day of _____, 2018.

NOTARY PUBLIC

My Commission Expires:_____