

inspections, maintenance and supplies necessary for maintenance, and the Board shall be responsible for paying the same according to the terms thereof.

6. In the event that the Board shall acquire easements or portions thereof for the sewer line contemplated herein, the Board shall convey all such easements to the City of Crossville at no cost to the City of Crossville. Said transfers and conveyances shall be evidenced and perfected by such bills of sale, deeds and other memoranda as may be reasonably necessary to accomplish the same, all of which shall be in recordable form and placed of record in the Register's Office of Cumberland County, Tennessee.

7. This Agreement shall not be deemed to be, or interpreted to grant, an implied right of any third party, including without limitation, individuals and entities whose real property abuts or adjoins the sanitary sewer line contemplated herein, to connect to said sewer line or to receive sewer treatment services from the City. This Agreement and the rights granted unto the Board by the City hereunder regarding the sewer line contemplated herein are exclusive to the parties herein for the School, and all other individuals and entities are prohibited from connecting to said sanitary sewer line without the prior written consent of the City, and only then upon a resolution of the City Council of the City of Crossville approving the same, which approval it may withhold in its absolute and unfettered discretion. Notwithstanding the forgoing, the City may grant sewer tap rights on said line to those to whom it may choose in its sole and unfettered discretion.

8. The City of Crossville shall not be responsible in any fashion for the Board's fixtures, sewer lines and related items, and the function of the same, or for damage to or from the same, from the point of connection with the sanitary sewer line at Highway 127 to and upon the property of the School.

9. Without limiting the foregoing, but to reiterate, the City shall have no monetary obligation with regard to the design, engineering, installation, construction, easement acquisition and maintenance of the sanitary sewer line contemplated herein, all of the same being the obligation of the Board.

10. The Board shall pay unto the City a lump sum connection fee in the amount of \$ 2,075⁰⁰ which is to be paid within 180 days of the execution of this Contract by all parties.

11. Upon completion of the sewer line, the City shall retain ownership of the line and all easements associated therewith or appurtenant thereto.

12. Board will neither partition nor agree to permit the annexation of any part of the School or the sanitary sewer line to any other incorporated municipality or utility district within the State of Tennessee without first having petitioned the City for