

This instrument Prepared by:
William T. Ridley
157 Lantana Rd
Crossville, Tennessee 38555
931.456.9455

Contract For Transfer of Water Lines from South Cumberland Utility District

I. Premises

The **City of Crossville, Tennessee (City)** is a municipality and public corporation of the State of Tennessee and has been incorporated under Chapter 519 of the Private Acts of 1953 of the State of Tennessee.

South Cumberland Utility District (District) is a duly organized municipal utility district and is licensed as such by the State of Tennessee. The district currently provides the fresh water service to the South Hwy 127 Area and beyond.

The **District** has agreed to transfer ownership of the water lines to the **City** in three (3) locations: (1) the water line starting at the meter on Pigeon Ridge Road consisting of four (4) inch PVC water line located on the left side of South Old Mail Road that extends for approximately 3,700 feet ending at the flushing hydrant, (2) the water line starting at the intersection of Coon Hollow Road and South Old Mail Road consisting of four (4) inch PVC water line located on the left side of Coon Hollow Road that extends for approximately 5,000 feet ending at the flushing hydrant, and (3) the water line starting at Master Meet consisting of four (4) inch PVC water line located on the right side of South Old Mail Road that extends for approximately 4,320 feet ending at the flushing hydrant. Ownership of the actual water lines as described above are transferred to the City. All easements associated with the water lines will be transferred to the **City** from the **District** within 60 days of execution of this agreement.

II. Value of Gift

Utility hereby agrees to transfer the entire above referenced infrastructure and water lines as a gift to the **City**. The value of the above referenced infrastructure and water lines is approximately One Hundred Thirty One Thousand One Hundred Two Dollars & 31/00 (*\$131,102.31*).

III. Entire Contract; Amendment

The parties hereto agree that there have been no oral representations made relative to this matter that are not set out herein. In addition, any modification, amendment, or change to this contract must be reduced to writing and signed by the party to be charged.

IV. Time of The Essence

All parties agree time is of the essence in this contract.

V. Assignment Prohibited

This property and/or the contents of this agreement cannot be assigned by either party.

VI. Choice of Laws; Venue

Any dispute, contest, or interpretation of any of the provisions of this contract shall be governed by the laws of the State of Tennessee. The venue of any such dispute, controversy, or suit shall lie only in the Chancery Court in and for Cumberland County Tennessee.

VII. No Presumption Due to Preparer

Both parties are aware that counsel for the CITY prepared this document. Both parties agree that no presumption that this document be more strictly construed against the CITY shall arise simply due to their lawyer drafting the document.

VIII. Acceptance; Closing

Both parties agree that this contract shall become valid and binding upon the DISTRICT and CITY having executing it.

IX. Transfer of Property

In consideration of the above and in consideration of other valuable considerations not necessary to be mentioned herein but stipulated as having been received and sufficient, DISTRICT by their signature hereby covenants that they will transfer the property as described above free and clear of all liens, encumbrances, and conditions.

X. Title

Title to the property as referenced herein shall be deemed to have transferred upon the date of the last signature.

Executed this _____ day of December, 2016.

SOUTH CUMBERLAND UTILITY DISTRICT

By:

Its:

CITY OF CROSSVILLE, TENNESSEE

By: _____

Its: _____

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself/herself to be _____ of **The City of Crossville, Tennessee** and that he/she as such officer, being authorized so to do so executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor by himself/herself as _____.

Witness my hand and official seal of office on this the _____ day of _____, 201__.

Notary Public

My commission expires: _____

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath, acknowledged himself/herself to be _____, of **South Cumberland Utility District**, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bargainor by himself/herself as _____.

Witness my hand and official seal of office on this the _____ day of _____,
201__.

Notary Public

My commission expires: _____