

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 SOUTH CUMBERLAND 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 South Cumberland Elementary School (hereinafter referred to as “SCHOOL”).

WHEREAS, BOARD and CITY previously agreed on or about July 14, 1998, for the extension of sanitary sewer service to South Cumberland Elementary School upon certain conditions including but not limited to the following:

- a. That the line be constructed by BOARD at no cost to CITY;
- b. That the line be constructed utilizing an existing road right of way, no easements being required;
- c. That the line be constructed as a private service line with no additional authorized connections, with CITY reserving the right to assume maintenance of any portions of the line and accept new customers if and when the City annexes in the area;
- d. That BOARD, in addition to paying CITY for sewer service, would remain solely responsible for maintenance and repairs to this line extension; and

WHEREAS, to even date, BOARD and CITY have fulfilled each of its respective duties concerning the Agreement of July 14, 1998; and

WHEREAS, CITY has since extended services from this line extension to one additional entity, Lantana Road Baptist Church, to its benefit; and

WHEREAS, BOARD has requested that the agreement of July 14, 1998, 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 at Lantana Road/ TN 101, to its connection with SCHOOL;

WHEREAS, CITY has agreed to same:

IT IS THEREFORE AGREED AND UNDERSTOOD AS FOLLOWS:

1. The SEWER CONNECTION AGREEMENT entered into by the parties on or about July 14, 1998, for the construction and maintenance of a sanitary sewer line to South Cumberland 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 to South Cumberland Elementary School, such claims are permanently and completely waived;
5. This Agreement may be amended only by a writing signed by both parties hereto.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
7. 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.
8. 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: _____