

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

## **Contract For Transfer of Water Main Located on Hwy 127 South**

### **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.

The **District** has agreed to transfer ownership of the water main located on Hwy 127 South to the **City**. The **District** has installed 7,655 L.F of 10" Class 350 Ductile Iron Pipe within a 10 ft. easements located on the right side of Hwy 127 South going south bound. A connection was made at a meter pit located in the State's right of way where the Turner property and Marlow property join. The State allowed the **Utility** to install the 10" DIP water main and our meter pit inside the State's right of way. The meter pit contains a 6" meter which the **Utility** is responsible for its upkeep and maintenance. Ownership of the actual water main as described above is transferred to the **City**. All easements associated with the water main have previously been transferred to the **City**.

### **II. Value of Gift**

**Utility** hereby agrees to transfer the entire above referenced infrastructure as a gift to the **City**. This gift specifically includes but is not limited to all installed 7,655 L.F. of 10" Class 350 Ductile Iron Pipe within a 10 ft. easement located on the right side of Hwy 127 South going south bound, a connection at meter pit located in the States right of way. The meter pit contains a 6" meter which the **Utility** is responsible for its upkeep and maintenance.

#### **A. Cost Method**

Attached hereto and made a part hereof by reference as cumulative **Exhibit A** is a copy of a letter from the **Utility** for the referenced infrastructure. As per Exhibit A, the cost paid by **Utility** for the infrastructure is **Four Hundred Fifty Five Thousand Nine Hundred and Ninety Six Dollars & 32/00 (\$455,996.32)**.

### **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 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 described on **Exhibit A** to the CITY free and clear of all liens, encumbrances, and conditions.

### **X. Title**

Title to the property referenced in Exhibit A shall be deemed to have transferred upon the date of the last signature.

Executed this \_\_\_\_\_ day of March, 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 bargainer by himself/herself as \_\_\_\_\_.

Witness my hand and official seal of office on this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.



SOUTH CUMBERLAND UTILITY DISTRICT

COMMISSIONERS:

Jay Brown, President  
Michael Stone, Vice-President  
Dr. James Barnawell, Secretary/Treasurer

GENERAL MANAGER:

Sandra Brewer

**EXHIBIT A**

February 5, 2016

Will Ridley, Attorney  
City of Crossville

Via [will@ridleylawyer.com](mailto:will@ridleylawyer.com)

Dear Will:

Here is the information you will need for transferring ownership of the water main located on Hwy 127 South from South Cumberland Utility District to the City of Crossville.

- Connection is located at the entrance to Cumberland Mountain State Park on Hwy 127 S.
- South Cumberland has installed 7,655 L.F. of 10" Class 350 Ductile Iron Pipe within a 10 ft. easements located on the right side of Hwy 127 S. going south bound. A connection was made at a meter pit located in the State's ROW where the Turner property and Marlow property join. Because these property owners would not give a right-of-way, the State allowed South Cumberland to install the 10" DIP water main and our meter pit inside the State's ROW. This meter pit contains a 6" meter which South Cumberland will be responsible for the upkeep and maintenance. However, ownership of the actual water main as described above should be transferred to the City as per the agreement when we requested the City to allow us another connection on Hwy 127 S.
- Cost of the project being transferred to the City of Crossville:

10" tie in at entrance to park	\$	10,000.00
2 – 10" Gate Valves		3,500.00
2 – Ductile Iron Pipe Fittings		500.00
7,655 L.F. of 10" Ductile Iron Pipe		340,647.50
250' Steel Road Bore		51,250.00
150 Ton Gravel		<u>2,400.00</u>
	\$	408,397.50

139 Utility Drive  
Crossville, TN 38572

Phone: (931) 788-2612 Fax: (931) 788-2596

"This Institution is an Equal Opportunity Provider and Employer"

SOUTH CUMBERLAND UTILITY DISTRICT

COMMISSIONERS:

Jay Brown, President  
Michael Stone, Vice-President  
Dr. James Barnawell, Secretary/Treasurer

GENERAL MANAGER:

Sandra Brewer

Costs for Water Main Construction	\$ 408,397.50
Engineering Fees @ 6.57%	26,831.72
Easements Costs	20,767.10

Total Contribution: \$ 455,996.32

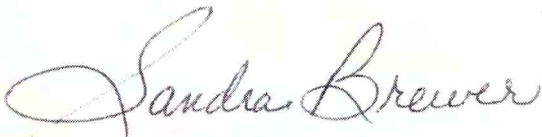
South Cumberland Utility District appreciates the City of Crossville allowing the new connection on Hwy 127 South; this upgrade will be very beneficial to us. We also appreciate the support shown to us by Tim Begley and Billy Martin during this construction.

In looking back to where developers have transferred water lines to South Cumberland Utility District, I have found that a letter was written just stating that the ownership of the infrastructure within the specific subdivision was transferred over to us. The developer would give us what their costs were for the project and state that South Cumberland would own the infrastructure and easements. This has always been acceptable to our auditors.

If you would like, I can draft a letter for you to proof and make sure it is acceptable to the City. Once the letter is approved, I will have our Commissioners to sign the letter and I will deliver it to you.

If you have any questions, please feel free to contact me.

Best Regards,



Sandra Brewer, General Manager  
SOUTH CUMBERLAND UTILITY DISTRICT

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Crossville, TN 38572

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