

AGREEMENT FOR IMPROVEMENTS ON CUMBERLAND COUNTY PROPERTY

This **Agreement for Improvements on Cumberland County Property**, (“**Agreement**”), is made and entered into by and between the **CITY OF CROSSVILLE, TENNESSEE, a Tennessee municipal corporation**, (“**City**”), and **CUMBERLAND COUNTY, TENNESSEE, a political subdivision of the State of Tennessee**, (“**County**”), on this ____ day of ____, 2013.

WITNESSETH:

WHEREAS, the City of Crossville has been working on a redevelopment/revitalization project in the downtown area of Crossville since 2007;

WHEREAS, The City of Crossville is a Municipal Corporation organized under the laws of Tennessee;

WHEREAS, Cumberland County is a political subdivision of the State of Tennessee, is duly organized and functioning in accordance with the laws of the State of Tennessee;

WHEREAS, City represents that they are qualified to perform the functions contemplated by this Agreement;

WHEREAS, the County has improved property, which property is more particularly described on Exhibit “A” attached hereto and incorporated herein by reference thereto, (“**Property**”), and is supportive of the improvements to be made on such property, (“**Project**”);

WHEREAS, it is mutually recognized that the County property is located in the center of the downtown area and, as such, is the focal point around most of the majority of outdoor festivals, and other activities held downtown and should be the centerpiece of the improvements;

WHEREAS, the City is the recipient of grant funds from a number of state and federal sources to fund this project, as well as providing the remainder of the funds necessary to construct the project;

WHEREAS, both the City and County find it mutually desirable to enter into this Agreement.

NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to be bound as follows:

Certain Definitions as used in this Agreement are as follows:

- a) **City:** “City” shall mean the City of Crossville, Cumberland County, Tennessee, with its offices located at 392 N. Main St., Crossville, Cumberland County, Tennessee.
- b) **County:** “County” shall mean Cumberland County, acting by and through its duly elected Mayor, with its offices located at 2 N. Main St., Ste. 203, Crossville County, Tennessee.
- c) **Project:** “Project” shall mean the improvements to be constructed and completed by the City on the Property.
- d) Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning.

2. City agrees to provide the following improvements, at no cost, on county properties:

- Sidewalk pavements (concrete, stone),
- Water meter pits and water lines related to water service improvements,
- Drain inlets with related storm pipes,
- Electrical control cabinets with related conduits and wiring,
- Electrical transformer,
- Electrical sector enclosure,
- Removal and replacement of electrical receptacles and related conduits and wiring,
- Traffic control cabinet with related conduits and wiring,
- Landscaping,
- Irrigation System,
- Irrigation controller,
- Benches,
- Trash receptacles,
- Arbor,
- Split rail fencing, and
- Any other improvements that may be approved by both parties prior to inclusion in the project.

3. The City shall remain solely responsible for all construction and maintenance costs associated with the Project, no term or provision herein notwithstanding to the contrary.

4. The City shall insure that, upon completion of the construction, all properties of the County are cleaned and restored to a condition equal to, or better than, their condition prior to the commencement of construction.

5. The term of this Agreement shall be three (3) years, said term beginning upon that date upon which this Agreement has been ratified and passed by both the Cumberland County Commission and the Crossville City Council. After the initial term of three (3) years, this Agreement shall continue in effect as to the maintenance of the fixtures and items above, under the same terms and provisions as set forth herein.

6. Subject to the limitations as to liability and damages, if any, under the Tennessee Governmental Tort Liability Act, and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

7. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section shall not affect the validity of the remaining provisions or sections.

8. This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

9. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.

10. This Agreement shall be interpreted in accordance with the laws of the State of Tennessee, and in Cumberland County, Tennessee.

11. This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of, to or by the parties to each other.

12. Notices to either party shall be sufficient if sent in writing, postage prepaid, registered or certified mail to the duly elected Mayor of the party at the address on file of either party for that Mayor.

CUMBERLAND COUNTY TENNESSEE

By: _____
Kenneth Carey, Jr., County Mayor

APPROVED AS TO FORM:

County Attorney

CITY OF CROSSVILLE, TENNESSEE

By: _____
J. H. Graham, III, Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

Properties covered by this Agreement:

- Tract 34 – Tax Map 113C, Group C, Parcel 12.00 (Cumberland County Courthouse)
- Tract 35 – Tax Map 113C, Group B, Parcel 3.00 (Chamber of Commerce and Military Museum)
- Tract 36 – Tax Map 113C, Group B, Parcel 2.00 (Milo Lemert building)
- Tract 37 – Tax Map 113C, Group B, Parcel 1.00 (Memorial Park)