Water Harvesting Agreement

This Water Harvesting Agreement, ("Agreement"), entered into by and between the City of Crossville, a municipality of the State of Tennessee, ("City"), and Lake Tansi Village Property Owners Association, Inc., a Tennessee non-profit corporation, ("POA"), as of this 2nd day of October, 2009 ("Effective Date").

WITNESSETH:

WHEREAS, the POA owns, controls, operates, administers an impoundment known as Lake Tansi, which is located in Lake Tansi Village in Cumberland County, Tennessee;

WHEREAS, the City is a municipality located in Cumberland County, Tennessee, that provides water within and outside of its municipal boundaries to approximately 16,448 customers, including residents of the Lake Tansi community, through the South Cumberland Utility District, ("South Cumberland"), which residents are located outside the City's municipal boundaries;

WHEREAS, the Cumberland Plateau has suffered drought conditions in the previous two years, highlighting the vulnerability of the area's raw water supply and the need to collect, draw or harvest water for the City's impoundments at Meadow Park Lake and Lake Holiday;

WHEREAS, the City faces an imminent need to repair the dam of its Meadow Park Lake impoundment, which repair requires the significant draw down of the pool level of Meadow Park Lake;

WHEREAS, drought conditions notwithstanding, the commercial, residential and industrial growth in the City's Urban Growth Boundary, and in its current potable water service regions and customer areas within Cumberland County, Tennessee, is accelerating and increasing by double digit percentages, thereby creating an exponentially greater demand annually for potable water from the City, including a greater demand in the Tansi community;

WHEREAS, even the POA community of Lake Tansi Village, which is served by the South Cumberland, relies entirely for its potable water needs upon that purchased from the City by South Cumberland under an existing contract with the City;

WHEREAS, growth and development, as well as maintenance of current potable water needs for the Lake Tansi community and other customers of the City, are largely dependent upon the supply of water by the City and the City's ability to secure additional water sources, especially during, but not limited to, times of exigent circumstances wherein water resources may not be abundant or economically accessed;

WHEREAS, harvesting water from local resources, including Lake Tansi, especially those proximately located to existing City impoundments, is advisable according to recent engineering studies to be both economically more affordable, by a wide margin, than any other studied option, (much more so than harvesting from the Tennessee River and the Caney Fork River), and will afford a significantly higher quality raw water supply;

WHEREAS, the City maintains that harvesting water from Lake Tansi will have no significant environmental impact, and this option has been determined by the City to be environmentally friendlier than harvesting water from either the Tennessee River or the Caney Fork River;

WHEREAS, the City acknowledges and agrees that such harvesting is best accomplished in cooperation with the POA in a manner that balances the City's needs for additional raw water supply to serve the area's potable water demands with the POA's desire to minimize any resulting disruptions to the water levels of Lake Tansi so as to maintain and preserve the quality of enjoyment that Lake Tansi provides the POA, its approximately 7,000 property owners, their families and guests; both parties recognizing the importance of maintaining the recreational and aesthetic attributes, and resulting economic benefits, that this water resource provides as a major tourism attraction for the Cumberland County area;

WHEREAS, the POA is willing, pursuant to the terms and conditions of this Agreement to permit the City to draw, collect and harvest water from Lake Tansi, and to convey the rights incidental to the same to the City in consideration of the promises and covenants made by the City to the POA contained in this Agreement;

WHEREAS, the relationships created under this Agreement will better enable the City to meet the potable water demands of all of its customers, not the least of which include the members of the POA and other residents of the Lake Tansi community;

WHEREAS, the POA has full power and authority to enter into this Agreement and abide by its terms and conditions, to convey the water rights described and contemplated herein, and the POA is in good standing with the Secretary of the State of Tennessee;

WHEREAS, the City also has full power and authority to enter into this Agreement and abide by its terms and conditions and has taken all requisite action to make this contract and each of its provisions a binding obligation of the City.

NOW, THEREFORE, for and in consideration of $10.00, and other good and valuable consideration, including the mutual promises set forth herein below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be bound as follows:

1. **Warranties**. The parties hereto acknowledge and represent that the recitals set forth above are true and accurate. Additionally, the POA warrants and represents to the City that it has the authority to enter into this Agreement and all indentures, deeds, bills of sale and other agreements arising out of, or contemplated by this Agreement, or reasonably made necessary by the same; that the POA's ownership interest in the easements, water, water rights, property and property rights that it agrees hereunder to convey unto the City related to Lake Tansi, (collectively the "Rights") ("Water" is defined hereinafter) is expressly limited and confined to those property interests owned and possessed by the POA through the deeds it holds for Lake Tansi, which deeds and the property area owned by the POA are more fully described in that certain legal description attached hereto and incorporated herein by reference as **Exhibit "A"**; that to the best of the POA's knowledge the Rights and Water are unencumbered and free and clear of all liens, mortgages, security interests and charges of any nature whatsoever; that no other entity or individual, including, without limitation, governmental entity or utility district, holds or owns an interest or title of any kind or type whatsoever in or to the Rights and Water; provided, however, that nothing in this section shall be interpreted or construed by the City as a conveyance or warranty by the POA with respect to any riparian interests or similar property rights, if any such rights exist at all, that may be owned or exist in favor of any owner of property adjoining or proximate to Lake Tansi or which may arise from the waters flowing there from. In addition, the City warrants and represents to the POA that is has the authority to enter into this Agreement and abide by its terms and conditions.

2. **Representations.** The POA covenants and represents to the City that it is lawfully formed and in good standing in the State of Tennessee; that to the best of its knowledge and belief there are no encumbrances, liens, judgments, or bankruptcies affecting the Rights, Water and licenses granted herein to the City; that to the best of its knowledge and belief there exist no matters that would impair, deter or in some fashion prevent the POA from entering into this Agreement or from fulfilling its obligations hereunder; that it has taken all necessary steps, if any, under any applicable declarations, its formation documents and by-laws, as may be amended, or which may be required by law to lawfully bind the POA to this Agreement; and that no membership votes or other actions are necessary to bind the POA to this Agreement. Additionally, the City covenants and represents to the POA that it is lawfully formed in the State of Tennessee; that to the best of its knowledge and belief there exists no matters that would impair,

deter or in some fashion prevent the City from entering into this Agreement or from fulfilling its obligations hereunder, except for such matters as are expressly provided for in this Agreement; and that it has taken all necessary steps, if any, under the City's charter and other governing instruments, as may be amended, or which may be required by law to lawfully bind the City to this Agreement.

3. Transfer of Rights. The POA hereby transfers, conveys, deeds and grants, and does here and now in fact transfer, convey, deed and grant unto the City, subject to the terms and conditions of this Agreement, the following described water from Lake Tansi and the related interests and rights described in this Agreement that are owned and possessed by the POA as a result of the property interests conveyed unto the POA by the deeds described in the legal description attached as **Exhibit "A"**, (collectively, the "Water"), it being acknowledged and agreed by the City that such transfer of rights in the Water by the POA expressly excludes any riparian interests or similar property rights, if any such rights exist at all, that may be owned or exist in favor of any owner of property adjoining or proximate to Lake Tansi or which may arise from the waters flowing there from:

(a) Overflow Water. All water that would flow over the spillways of the dam of Lake Tansi but for the City's capture and harvesting of the same as permitted by this Agreement. This water may be taken by the City at any time of the year without charge.

(b) Seasonal Excess Water. Between October 15 of each year and April 15 of the following year, the City may take all water in Lake Tansi between the invert elevation of the spillway of Lake Tansi, which is designated as the elevation of 1,861.71 feet in accordance with the registered land surveyor's certificate attached to this Agreement as **Exhibit "B"** (the "Spillway Elevation"), and that certain point which is four (4) inches below the Spillway Elevation.

(c) Planned Water Releases. If the POA is reducing or intends to reduce the level of Lake Tansi through pumps, valves, siphoning or through any other means to allow property owners to perform dock maintenance or for any other purposes, the POA shall be required to give as much advance notice to the City of such intent as is reasonably possible, but not less than the lesser of (i) ninety (90) days or (ii) the amount of notice the POA receives before it reduces Lake Tansi for such purposes. In such situations, the POA shall notice the City of the dates the City may commence and must terminate its permitted draw down of water and the lake elevation level below which Lake Tansi may not be lowered by the City in such situation, which shall in no event be lower than twenty-four (24) inches below the Spillway Elevation, unless the POA consents in writing to a lower limitation for a particular planned release. Upon any such notice from the POA, the City may pump, remove, transfer, convey or draw down water as contemplated in this **Section 3(c)**, but shall not be required to do so. Both parties acknowledge and agree that the water released in the situations covered by this

subsection is a valuable resource and will cooperate to the fullest extent possible to coordinate with each other on the timing and implementation of such releases so as to avoid any unnecessary waste of such resource.

(d) Emergency Water. The City is also hereby permitted by the POA to harvest water from Lake Tansi, in addition to, and beyond the amounts defined above in **Section 3(a)** through **Section 3(c)**, inclusive, of this Agreement at any time during the calendar year, under the conditions and circumstances defined below, ("Emergency Conditions"):

(i) Emergency Conditions shall be defined to include the following:

(A) extreme drought conditions for Cumberland County as declared by any duly constituted and authorized public authority of either the State of Tennessee or relevant federal agencies that adversely affects or seriously threatens the adequacy of the City's then existing raw water supply or the reasonably anticipated raw water supply that will be required during such drought conditions;

(B) catastrophic failure of an impoundment of the City or any of its component parts or the treatment plants associated with the same including, without limitation, catastrophic failure, breach or destruction of a dam or the catastrophic failure or destruction of a water treatment facility, regardless of the cause of the event resulting in such catastrophe that adversely affects or seriously threatens the adequacy of the City's then existing raw water supply or the reasonably anticipated raw water supply that will be required during such catastrophe;

(C) any condition, circumstance or event wherein the Holiday Lake treatment system is temporarily taken off line or otherwise rendered unusable for a temporary period of time, including, but not limited to, events of power failure or equipment failure for any reason, and which adversely affects or seriously threatens the adequacy of the City's then existing raw water supply or the reasonably anticipated raw water supply that will be required during such interruption;

(D) events, circumstances and conditions resulting from acts of God, and foreign or domestic terrorist attacks that adversely affects or seriously threatens the adequacy of the City's then existing raw water supply or the reasonably anticipated raw water supply that will be required during such situation; and

(E) contamination or threatened contamination of the water or raw water run-off or supply to any of the City's impoundments such that, in order to protect the public health, safety and welfare of the customers of the City, water cannot be

harvested from the affected body of water, which declared contamination would require the certified determination of the relevant state agency or agencies and must result in a need for additional raw water beyond the City's then existing raw water supply or the reasonably anticipated raw water supply that will be required during such situation.

(ii) However, the right to withdraw, transport and convey additional raw water from Lake Tansi for any of the Emergency Conditions defined above shall not arise and accrue to the City until such time as the City shall have met the following conditions precedent:

(A) the City must first use all reasonably available raw water resources from Lake Holiday and Meadow Park Lake as reasonably certified by its then consulting engineer for such purposes;

(B) the City must enforce its then current drought ordinance conditions; and

(C) the City must give as much advance notice to the POA as reasonably possible regarding the known nature and extent of the Emergency Condition, its efforts to meet the demands of such Emergency Condition, and the date on which the City anticipates beginning the harvesting of water beyond and in addition to, the amounts permitted in **Section 3(a)** through **Section 3(c)**, inclusive, of this Agreement.

(iii) Under no circumstances shall additional raw water, beyond and in addition to the amounts permitted under **Section 3(a)** through **Section 3(c)**, inclusive, of this Agreement be harvested by the City for an Emergency Condition as defined herein (i) for a period longer than sixty (60) days for a single Emergency Condition or (ii) at any time if the level of Lake Tansi is below an elevation that is more than twenty-four (24) inches below the Spillway Elevation, unless the POA consents in writing to a lower level for such withdrawal. It is understood by the parties hereto that multiple or subsequent Emergency Conditions could occur in a single calendar year and thereafter, such that, therefore, the limitation of sixty (60) days for the harvesting of water for an Emergency Condition, shall not be restricted to only (1) period of sixty (60) days per calendar year. Neither the declaration of an Emergency Condition by the City nor its subsequent harvesting of water for a period of sixty (60) days shall prevent the City from declaring, at any time in the future, and exercising its rights hereunder, subsequent Emergency Conditions as the same may arise, provided each such Emergency Condition arises from separate events or situations and are not resulting from the same event or situation that triggered the initial declaration of an Emergency Condition.

(iv) With regard to all raw water withdrawn by the City from Lake Tansi during an Emergency Condition, which raw water is below the limitation point of four (4) inches as set forth in **Section 3(b)** of this Agreement, the City shall pay unto the

POA a price per one thousand (1,000) gallons of water so harvested according to the formula for the same set forth on **Exhibit "C"** attached hereto and incorporated herein by reference thereto. Such amount shall be paid to the POA within thirty (30) days of a statement for the same duly presented by the POA to the City.

(e) Construction Period Water. It is acknowledged by the parties hereto that the City must complete repairs on its Meadow Park Lake dam imminently, and that, unrelated to the mandate to repair the dam, it may also, if permitted to do so by the relevant government agencies, enter into a construction project to raise such dam, following the repairs, and that additional raw water will be necessary during the time of, and with regard to, such repair and construction. Accordingly, subject to the limitations and other requirements provided in this subsection (e), the POA hereby grants unto the City an additional right, separate and apart from the water and related rights already granted herein, to harvest and withdraw water from Lake Tansi for a one-time withdrawal period of not more than sixty (60) days, (even in the event that the pool level of Lake Tansi is below the limitation of four inches (4") under **Section 3(b)** of this Agreement), for the purposes set forth in this subsection (e), which right to withdraw must be exercised, if at all, by the City within two years from one year after the Effective Date, at the expiration of which two (2) year period, (plus the remaining days of harvesting in the event that the right was exercised and initiated within the last sixty (60) days of such two year period), the right to harvest under this specific subsection (e) shall expire. In the event that the City exercises its rights under this subsection (e), it shall be subject to the following limitations and requirements:

(A) the City must give as much advance notice to the POA as reasonably possible regarding the nature and extent of the construction period withdrawal, the planned rate of withdraw, the date on which the City anticipates beginning the withdrawal, and its planned duration;

(B) the City shall be prohibited from withdrawing more than two million gallons per day (2,000,000 gpd) from Lake Tansi during such withdrawal under this subsection (e), which limitation shall not affect the City's harvesting rights under **Sections 3(a)** through **Section 3(c)**, inclusive, of this Agreement;

(C) in no event shall the level of Lake Tansi be drawn below an elevation that is more than twelve (12) inches below the Spillway Elevation, unless the POA consents in writing to a lower level for such withdrawal;

(D) no such withdrawal shall occur during the period beginning on July 1 of any year through September 15 of that year without the prior written consent of the POA, which shall be reasonably granted if the then

current level of Tansi Lake is sufficient to provide the City with such withdrawal; and

(E) the City shall pay unto the POA a price per one thousand (1,000) gallons of water so withdrawn in accordance with the same formula and payment terms applicable to withdrawals for Emergency Conditions prescribed in **Section 3(d)(iv)** of this Agreement.

(f) Appurtenant Water Rights. All rights reasonably incidental to or necessary for the harvesting, transfer and transportation of the Water as described in **Section 3(a)** through **Section 3(e)**, inclusive, of this Agreement and contemplated by this Agreement, including those real property interests and easements, if any, to Meadow Park Lake and the treatment and filtration facility of the City located on Meadow Park Lake in Cumberland County, Tennessee, required from the POA that are identified on and incorporated herein by reference as **Exhibit "D"** subject to the requirements of **Section 4** of this Agreement. Provided, however, that nothing contained in this subsection (f) shall be construed or interpreted to apply to any riparian interests or similar property rights, if any such rights exist at all, that may be owned or exist in favor of any owner of property adjoining or proximate to Lake Tansi or which may arise from the waters flowing there from.

4. Easements and Other Necessary Property Rights. The POA further agrees to grant, deed, transfer and convey, and does here and now, in fact, grant, deed, transfer and convey, to the City all the necessary property rights, licenses and easements reasonably necessary or incidental, both permanent and temporary, for the harvesting process, including placement, affixation and construction of fixtures, pumps and such other equipment as may be necessary, including, without limitation, submersible pumps, pipes and equipment, along with the right to inspect, maintain and replace the same, provided such interests in the POA's property are reasonably identified as to their location and use in **Exhibit "D"**. The POA shall execute such muniments of title, instruments, bill of sale, and other documents as may be reasonably necessary to transfer and convey such property rights for which it is obligated to transfer and convey hereunder. City reserves the right to make reasonable changes to the location and area of such property interests and easements provided it obtains the POA's written consent in advance, which consent shall not be unreasonably withheld if the requested change imposes no material burden or hardship on the POA. The City also agrees to provide the POA with (i) final plans and specification for all the City's water harvesting facilities that are constructed or installed in connection with this Agreement on any property owned by the POA at least thirty (30) days prior to such construction or installation and (ii) a copy of a final as-built survey for all such facilities within sixty (60) days of their completion unless otherwise waived by the POA in writing. The POA shall also fully cooperate and assist, at the City's expense, in the acquisition of other easements, licenses and permits that may reasonably be required by the City for such process and for such placement of such fixtures, equipment and pipes. The POA agrees that if necessary it will further

transfer, convey, deed and grant unto the City such non-exclusive easements in its easement and setback areas in the Lake Tansi Village over which it has the authority to grant and convey the same, including, without limitation, such utility easements, setback areas and common areas as may be reasonably necessary for the purposes contemplated herein, (all such licenses and easements contemplated in this Agreement known collectively herein as the "Easements") subject to the requirements of this section that the location and use of the Easements be described on Exhibit "D". The POA agrees to execute and allow to be recorded such muniments of title as are deemed reasonably necessary by the City to evidence as notice to the world the Easements, Water and Rights conveyed herein. The POA hereby agrees to execute and cause to be recorded such written easement documents, for both temporary and permanent Easements, for the same.

5. **Impoundment Fee.** In exchange for all the Water, Rights and Easements conveyed to the City herein, except as set forth in **Section 3(d)(iv)** and **Section 3(e)** of this Agreement, the City shall pay unto the POA a lump sum impoundment fee in the amount of Five Hundred Fifty Thousand Dollars ($550,000.00) (the "Impoundment Fee"). The Impoundment Fee is a one-time payment to the POA by the City, to be paid in certified funds at the closing described below. Provided, however, City acknowledges and agrees that no part of the Impoundment Fee shall represent any consideration paid by the City to the POA for any riparian interests or similar property rights, if any such rights exist at all, that may be owned or exist in favor of any owner of property adjoining or proximate to Lake Tansi or which may arise from the waters flowing there from. In addition to the Impoundment Fee, the City shall reimburse as frequently as annually to the POA fifty percent (50%) of the costs and expenses reasonably necessary for the maintenance and repair of the Lake Tansi dam, but only such costs and expenses as are actually paid by the POA to a non-affiliated third party for such repairs and maintenance.

6. **Exclusivity.** Subject to the exceptions provided in this section, the POA covenants and agrees that it shall not grant any other individual or entity, whether for profit, non-profit, governmental, utility district or otherwise, the right to withdraw, extract, collect, or harvest water from Lake Tansi, it being agreed and understood that the City has the sole and exclusive right to collect, extract, withdraw and harvest water from Lake Tansi under the terms of this Agreement. It is further specifically represented and acknowledged by the POA and the City that the efforts of any other individual or entity, including without limitation, any other municipality, governmental agency or authority, or utility district, to withdraw, extract, remove or harvest water from Lake Tansi, and the actual withdrawal, removal, collection or harvesting of the same, would be materially detrimental and significantly detrimental to the potable water system of the City and its ability to fulfill its obligations as the major purveyor of potable water in Cumberland County, Tennessee. The City, by this Agreement, has, and is hereby granted, by the POA, a priority first and exclusive right to extract raw water for its needs, under the limits defined herein, as such purveyor of potable water, and that there is insufficient raw water volume in Lake Tansi to grant additional or further rights to harvest the same to

any other individual or entity, including, without limitation, any governmental agency or utility district, even if such additional grant or conveyance is by involuntary means. Further, the POA shall not grant, transfer or convey, whether voluntarily or involuntarily, any interests, rights, licenses, or easements to, in, for or regarding the Lake Tansi impoundment, and its dam, spillway, and raw water, ("Property Interests"), without the prior written consent of the City, which consent shall not be unreasonably withheld; and, in no case, shall the POA grant, transfer or convey a Property Interest which would result, directly or indirectly, in a material degradation of the quantity or quality of the raw water in Lake Tansi or an impairment to the City's rights and benefits under this Agreement. Notwithstanding the foregoing, the POA may continue to irrigate its existing golf course from the water of Lake Tansi, and owners of residences on lots adjacent to Lake Tansi may continue to use water from Lake Tansi for the purpose of personal, residential, gardening and lawn irrigation. However, and notwithstanding any term or provision herein to the contrary, no such irrigation for residential, lawn and garden purposes shall be permitted during Emergency Conditions as defined in this Agreement.

7. **Forbearance.** The City shall not seek by condemnation or other means, unless otherwise agreed in writing by the POA, any additional water from Lake Tansi, other than that which is granted herein, including, without limitation, any water, water rights or rights appurtenant thereto, for a period of forty (40) years from the Effective Date. Provided, however, the City may seek condemnation against the POA during the first three (3) years of this Agreement if necessary to clear title to any of the water rights or rights appurtenant thereto that were contemplated to have been transferred and conveyed to the City by the POA under the terms of this Agreement.

8. **Required Permits**. The City shall be responsible for obtaining all necessary permits for the extraction and harvesting of the Water and the conveyance of the same in its system, but the POA shall cooperate and assist the City where reasonably necessary, in the process of obtaining such permits and hereby agrees not to hinder any such permitting process or take detrimental action regarding the same. City further agrees that it shall not commence any construction on the POA's property for any of the necessary facilities required for such extraction and harvesting until each of the required permits are in place unless otherwise agreed to in writing by the POA. In the event the City fails to obtain any required permit for the extraction and harvesting of the Water and the conveyance of the same in its system within three (3) years of the Effective Date, the POA at its option may declare such failure a default under this Agreement and may upon thirty (30) days prior notice to the City elect to terminate this Agreement. In the event of such termination, all the rights conveyed to the City by the POA under this Agreement shall terminate and revert back to the POA and the POA shall pay back to the City the Impoundment Fee required by **Section 5** of this Agreement but shall be entitled to all sums paid to it by the City under **Section 17** of this Agreement.

9. **Design and Monitoring Equipment Requirements**. The City intends to harvest the Water by means of an intake facility to be constructed in Lake

Tansi. The City agrees that the intake facility will have a wetwell type structure with intake pipes with wedge wire type screens on them at lake levels so as to not interfere with recreation water craft and that are designed to reasonably suppress noise to any nearby residents. The Water will be pumped from the City's wetwell facility to Meadow Park Lake through a 36" diameter pipe. The pipe line conveying the Water from Lake Tansi to Meadow Park Lake will be designed to either discharge into Meadow Park Lake or directly into the City's treatment plant at Meadow Park Lake. As provided in **Section 11** of this Agreement, the City shall be totally responsible for the cost of design and construction of the facilities, as well as all maintenance, repair and replacement costs associated with the same. The POA shall have approval rights for the design of all City facilities and equipment installed on its property; however, this approval cannot be unreasonably withheld or delayed. Any structures erected by the City that are visible to sight, including without limitation the wetwell facility and any equipment housing shall be approved by the POA's ACC to the extent such approval is required by any applicable Declaration of Covenants and Restrictions for Lake Tansi, with a right of prompt appeal of any such decision by the ACC to the POA's board of directors, it being agreed by the POA that such approval by the POA's ACC or its board of directors will not be unreasonably withheld or a cause for unreasonable delay in the completion of such facilities by the City. The City further agrees that it will design and install reliable and accurate pump and lake level monitoring equipment that will provide for simultaneous and continuous reporting to the City and POA of both the elevation levels of Lake Tansi and the amount of water that is harvested by the City from Lake Tansi at all times, subject to any applicable federal or state laws restricting the release of such information. Such equipment shall be maintained by the City in good operating condition at all times at the City's expense. The design and the plans and specifications of such monitoring equipment shall be submitted to the POA for prior written approval prior to the ordering and installation of such equipment by the City, which approval by the POA shall not be unreasonably denied or delayed. The POA shall have a right of access and inspection of such equipment during all reasonable hours, and the City agrees that that the readings and other monitoring data from such equipment will be provided simultaneously to the POA by telemetry or other telecommunications process at the same time the City receives such monitoring data unless such simultaneous reporting is prohibited by federal or state law, in which case such data shall be provided in a manner sufficient to allow the POA to audit the City's compliance with the terms and conditions of this Agreement.

10. Future Planning for Raw Water Needs. The City agrees to review its long-term water needs on at least a five (5) year frequency. In the event that the projections in such raw water study or review indicate a need for significantly additional raw water ten (10) years in the future, the City will take all reasonably appropriate action to address the future needs in a timely fashion. All such projection reports and raw water reviews shall be shared with the POA. City acknowledges and agrees that its failure to undertake such reviews and to adequately plan for the future water needs of its residents and utility customers can place an undue burden on the POA and unfairly tax the Lake Tansi resource. It is mutually agreed that certain studies by the

scientific community suggest that climate changes may alter the rainfall patterns. These conditions are beyond the control of either party to this Agreement; however, it may have either a positive or a negative impact on this Agreement. Climate change shall be addressed in each of the studies required by this section.

11. **Construction and Maintenance Costs**. The cost and expenses associated with the construction, placement and connection of the fixtures, fittings, pipes and equipment, and including labor necessary with regard to the same, for the collection and harvesting of the Water and the conveyance of the same shall be solely that of the City. City shall also be responsible for the maintenance, repair and replacement of such fixtures, fittings, pipes and equipment, which shall be kept in a good order and proper operating condition by the City at all time, subject to reasonable wear and tear customarily expected for such utility facilities.

12. **Increased Regulatory Costs**. For so long as the City shall continue to use Lake Tansi as a potable water supply, the City agrees to pay all reasonable costs and expenses incurred by or assessed against the POA by a state or federal government or regulatory body, agency, authority or similar entity, except in cases of gross negligence by the POA or unlawful acts by the POA, to comply with any law, regulation, order or any other directive of such entity that is prescribed or imposed as a result of the City's use of Lake Tansi for such public purpose.

13. **Third-Party Acquisition Costs.** Where it is necessary to pay for easements and real property interests not owned or controlled by the POA, for the purposes of the project contemplated herein, such payments and costs associated therewith shall be solely those of the City. Where the POA owns or controls the real property rights reasonably necessary for such project, the POA shall grant that which is reasonably necessary unto the City with no additional obligation of payment or otherwise by the City.

14. **Safe Dams Administrator.** The POA, unless otherwise provided in writing by the City, shall remain, at all times relevant to this Agreement, the owner, operator, and administrator of the Lake Tansi impoundment, and shall be solely responsible for the permitting and administration of the same and shall maintain compliance with all applicable laws, ordinances, statutes and regulations with regard to the same, including, without limitation compliance with the Tennessee Safe Dams Act, all at the sole expense of the POA, except for the contribution of fifty percent (50%) for dam repair and maintenance as defined above. The City shall have no liability or obligation for the permitting, regulation, administration and operation of the impoundment, except as pertains directly to the City's water harvesting operations contemplated hereunder, or under **Section 8** or **Section 12** of this Agreement. Notwithstanding the foregoing, in the event that the POA, with regard to the impoundment, is served with a notice of violation as to any applicable regulation or permit; fails to comply with any applicable regulation, statute, ordinance or law regarding

the same; or otherwise takes an action, or fails to act, in a manner which either directly or indirectly affects the integrity of the impoundment, the quality of the water therein or the raw water supply to the same, or impairs, or may reasonably be interpreted to impair, the rights and benefits of the City hereunder, the POA hereby grants to the City the right, license, privilege and authority to take such action or actions as the City deems reasonably necessary to cure the same, and the City may, in its sole and unfettered discretion, charge the POA for all costs and expenses reasonably incidental to the same except as set forth in **Section 8** or **Section 12** of this Agreement.

15. Indemnity. The City shall indemnify and hold harmless the POA (including its directors, officers and employees) from the claims of all persons, firms or corporations, if any, that arise or result from the City's acquisition or taking of any water or property interests from Lake Tansi or related thereto pursuant to this Agreement, including, specifically, and without limitation, all claims, if any, for riparian property interests whether adjoining, or in proximity to, Lake Tansi, and shall defend all actions, if any, at law or in equity brought against the POA asserting such claims. The City shall also indemnify and hold harmless the POA (including its directors, officers and employees) for all of its reasonable legal expenses and any court costs incurred as a result of any such claim being filed against the POA or such individuals. In addition, the City shall indemnify and hold harmless the POA (including its directors, officers and employees) from the claims of all persons, firms or corporations, if any, that arise or result from the City's ownership, operation or maintenance of any of its facilities and equipment constructed or installed as a result of this Agreement or which are related to or arising from the City's water harvesting rights conveyed herein and shall defend all actions, if any, at law or in equity brought against the POA (including its directors , officers and employees) asserting such claims. The City shall also indemnify and hold harmless the POA (including its directors, officers and employees) for all of its reasonable legal expenses and any court costs incurred as a result of any such claim being filed against the POA or such individuals. Provided, however, and notwithstanding any provision in this section to the contrary, this indemnity shall not apply to any claim or action that results from or arises solely on account of any negligence by the POA (or its directors, officers or employees) or from conduct by any such person that amounts to willful, wanton or gross negligence.

16. Governing Law. This Agreement and its terms and conditions shall be interpreted according to the laws of the State of Tennessee. All claims and actions arising out of this Agreement between the parties hereto shall be brought in the Chancery Court for Cumberland County, Tennessee, which court shall have sole and exclusive jurisdiction and venue.

17. Professional Fees. Subject to the limitations of this section, the City shall pay the POA's reasonable legal, engineering and appraisal costs arising from or otherwise incurred in connection with the preparation, negotiation and execution of this Agreement and the determination of any consideration to be paid by City to the POA for

the Water and Rights conveyed by this Agreement. Such costs shall be paid by the City to the POA within thirty (30) days of the POA's presentment of an invoice to the City for the same. Notwithstanding the foregoing, the City shall not be liable or obligated to pay the POA for any such legal, engineering or appraisal costs in excess of Sixty Thousand & no/100 Dollars ($60,000.00).

18. Default and Waiver. In the event that either party hereunder shall fail to abide or otherwise keep any of the covenants as herein provided, the non-defaulting party shall provide the party alleged to be in default with thirty (30) days written notice of such default, during which notice period the party alleged to be in default must either satisfactorily cure such default or commence and diligently prosecute the necessary action to cure the default where the same is incapable of being cured fully within such period of thirty (30) days. In the event such default continues thereafter, the non-defaulting party shall be entitled to any and all remedies available to it under this Agreement or at law or in equity, including without limitation, specific performance as provided by **Section 23** of this Agreement, an award of money damages or other remedy at law or in equity.

Notwithstanding any right or remedy otherwise provided by this section, the City agrees that if it withdraws any water in violation or excess of any limitation contained in this Agreement, whether such limitation is based on quantity, the time of year or the elevation of Lake Tansi, it shall pay the POA a surcharge rate per each 1,000 gallons of water in violation or so overdrawn equal to two times the then current rate established by **Exhibit "C"** of this Agreement. Such surcharge rate shall be in lieu of any other rate per thousand gallons that would otherwise be due under this Agreement. The City acknowledges and agrees that such surcharge rate shall not be construed as a penalty or liquidated damages amount, but represents a fair measure of the compensation due the POA in such situations and shall be in addition to any other rights or remedies the POA has under this Agreement for such default by the City.

The City further agrees that in the event it shall fail for any reason to commence or complete the announced repairs (but excluding any planned construction to increase its elevation) to the Meadow Park Lake dam and construction of its raw water pipeline connecting Lake Tansi to Meadow Park Lake on or before January 1, 2015, or cease to diligently prosecute the performance of such work within such time period, then the conveyance of the Water, Rights and Easements by this Agreement shall lapse and all such rights conveyed herein shall revert back to the POA and its successors and assigns upon the POA's repayment to the City of the Impoundment Fee, provided the POA first gives the City thirty (30) days written notice of such default to the City and the City thereafter fails to satisfactorily cure such default within thirty (30) days or to commence and diligently prosecute the necessary action to do so if the default is incapable of being cured in such thirty (30) day time period.

The parties further agree that no delay or omission to exercise any right, power or remedy accruing upon the occurrence of any breach or default of a party under this Agreement shall impair any such right, power or remedy of any other party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit or consent or approval of any kind or character on the part of a party of any provision or condition of this Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing.

19. Counterparts. Either party hereto may cause this Agreement to be executed in multiple counterparts, and may cause one of the counterpart originals to be recorded in the Register's Office of Cumberland County, Tennessee, as notice to the world of the terms and conditions of this Agreement, and thereby encumber the POA, the Lake Tansi impoundment, and all property appurtenant thereto by the terms and conditions of this Agreement.

20. Entire Agreement. This Agreement and its referenced exhibits contain all the agreements, conditions, understandings, representations and warranties made between the parties hereto with respect to the subject matter hereof and supersede all prior written or oral offers, counter-offers, proposals, contracts, guarantees or discussions, commitments, arrangements or understandings with respect thereto. There are no representations, restrictions, agreements, promises, inducements, statements of intention, warranties, covenants or undertakings with respect to the matters or transactions contemplated hereby other than those expressly set forth herein. The parties acknowledge that they have not relied upon any oral representations from any of the parties or their agents or attorneys. All exhibits referenced in this Agreement are incorporated into this Agreement by reference as if the provisions of such exhibits had been stated herein verbatim.

21. Amendment. No modification, revision or amendment of this Agreement shall be binding unless made in a written document that is signed by all of the parties and which is approved by the POA's Board of Directors and the City's City Council. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied.

22. Severability. Any term or provision of this Agreement that is construed as prohibited or unenforceable under applicable law shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. In the event such provision of this Agreement is so held invalid, the parties shall promptly renegotiate in good faith new provisions to restore this Agreement as near as possible to its original intent and effect and, to the extent practical, renegotiate or replace the obligation or covenant that is prohibited or unenforceable in a

manner that is reasonably fair to the parties in view of its original intent and desired effect. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

23. Specific Performance and Other Remedies. The parties hereto recognize that any breach of the terms of this Agreement may give rise to irreparable harm for which money damages would not be an adequate remedy and accordingly agree that, in addition to all other remedies available to the parties, any non-breaching party shall be entitled to enforce the terms of this Agreement by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy. Unless otherwise specified, no remedy conferred upon either party in this Agreement is intended to be exclusive of any other remedy provided or permitted in it or by law. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or later existing at law, in equity or by statute.

24. Closing. Closing shall occur on or before October 15, 2009, at which time all muniments of title, indentures, bills of sale, deeds and easements for the Water, Easements, and Rights conveyed herein shall be executed and delivered by the POA to the City, and the City shall deliver, in certified funds, the Impoundment Fee. The form of such muniments of title, indentures, bills of sale, deeds and easements shall be subject to the prior approval of the POA, which approval shall not be unreasonably withheld.

25. Notice. All notices or communications which this instrument requires or permits to be given shall be in writing and shall be mailed or delivered to the respective addresses set forth below, and to such other address as may be designated in writing by either party. When notice is by mail, it shall be sent certified with postage prepaid and shall be complete upon its deposit in the U.S. Mail.

To POA as follows:	Lake Tansi Village POA 5050 Shoshone Loop Crossville, TN 38572 Attention: General Manager FAX: 931-788-1262
To City as follows:	City of Crossville 99 Municipal Avenue Crossville, TN 38555 Attention: City Manager FAX: 931-484-7713

26. Mutual Cooperation. The parties agree that they will cooperate with each other in all matters that are reasonably necessary or desirable to facilitate the performance of their respective obligations under this Agreement. Each of the parties hereto further agrees to do any act or thing and execute any and all instruments that are reasonably necessary and proper to make effective the provisions of this Agreement and perform their respective obligations contemplated under this Agreement. The parties further agree to take such lawful and reasonable measures and actions as may be necessary to ensure that this Agreement is not abrogated or set aside by the respective successor boards or legislative bodies of the parties to this Agreement.

27. No Third Party Beneficiaries. This Agreement and its benefits shall inure to the parties hereof, and their respective successors and assigns and shall not be construed to benefit any third party.

28. Survival. The provisions of this Agreement regarding any indemnity or any other covenant to which a party would have a reasonable expectation of continuance shall survive the transfer of property interests conveyed by this Agreement, and with respect to any such continuing covenant that is an obligation of the City, shall be a covenant that "runs with the land" and shall continue to obligate the City so long as it shall retain the ownership of such property interests conveyed by this Agreement.

29. Attorneys' Fees. In the event that any of the parties hereto retains an attorney as a result of the breach by one party of any of the terms, covenants and provisions of this Agreement, the non-breaching party shall be entitled to recover the reasonable attorneys' fees, court costs, and all costs of collection incurred by the non-breaching party as a result of such breach.

30. Approval. The execution of this Agreement by the President of the POA, was authorized by resolution of the POA's Board of Directors duly adopted at a meeting of such board on October 1, 2009, a copy of which resolution is attached hereto as **Exhibit E**. The execution of this Agreement by the Mayor of the City of Crossville, Tennessee, was authorized by resolution of the City Council of Crossville duly adopted at a meeting of such council on October 2, 2009, a copy of which resolution is attached hereto as **Exhibit F**.

[This space intentionally left blank, signature page next]

IN WITNESS WHEREAS, the parties hereto have executed this Agreement on the day and date first above written.

LAKE TANSI VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

By: _____

Its: _____

THE CITY OF CROSSVILLE

By: _____

Its: Mayor

Lake Tansi Water Harvesting Agreement (Final) (10-05-09).doc

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Jerry Davenport, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **Lake Tansi Village Property Owners Association, Inc.,** and that he as such President, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of Lake Tansi Village Property Owner's Association, Inc. by himself as such President.

WITNESS my hand and seal of office this the 7B day of October, 2009.

NOTARY PUBLIC

SALLY OGLESBY
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY

My commission expires: 2/5/2013

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **J. H. Graham, III,** 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 the **City of Crossville**, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the City of Crossville by himself as such Mayor.

WITNESS my hand and seal of office this the 7B day of October, 2009.

NOTARY PUBLIC

SALLY OGLESBY
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY

My commission expires: 2/5/2013

EXHIBIT "A"

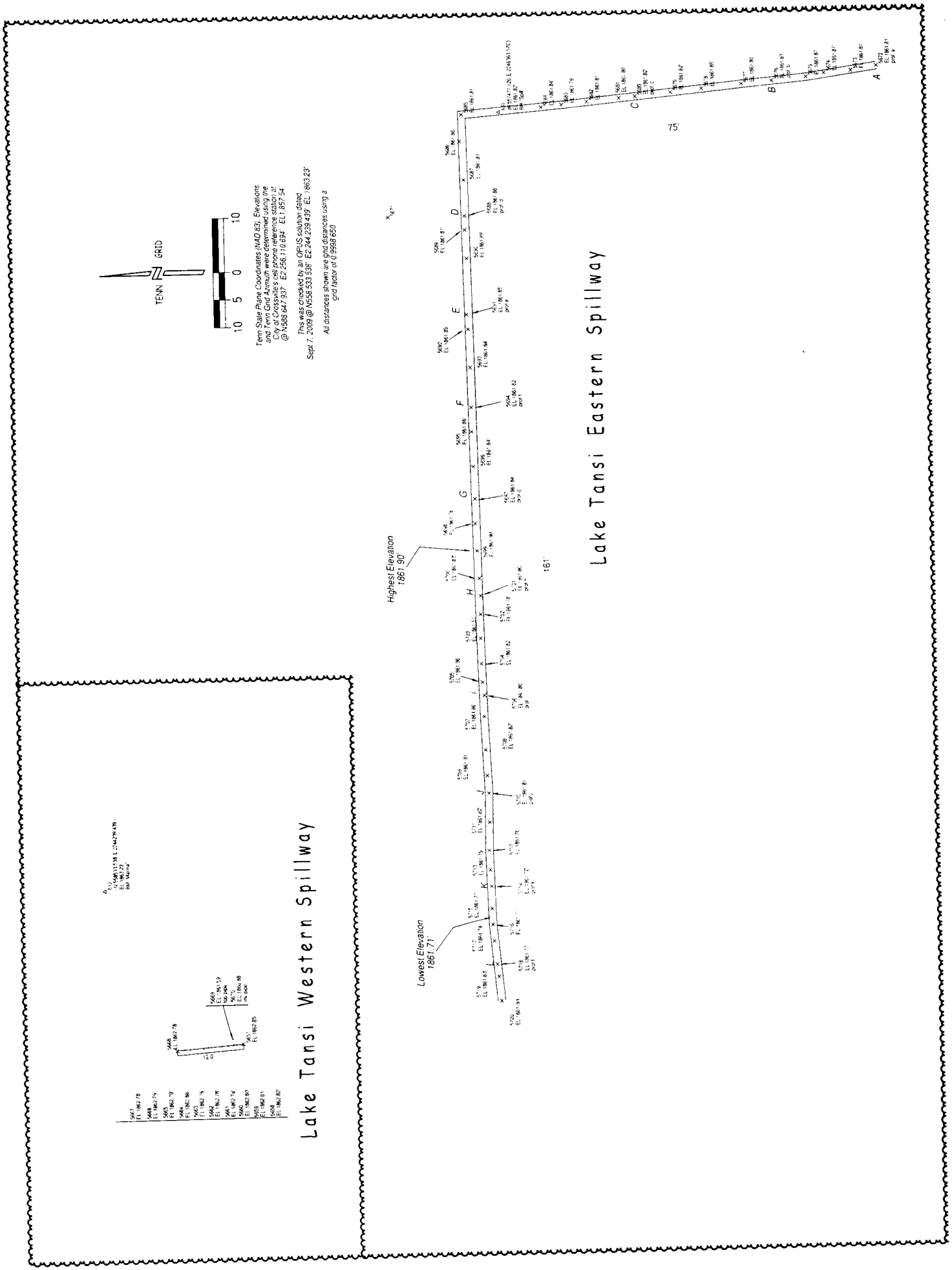
Lying and being in the THIRD CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described as follows:

A tract of land lying at the upper extremities of Basses Creek encompassing what is commonly known as Lake Tansi Lake and Dam, being more particularly described as follows:

Commencing at the northerly corner of Leisure Brook Estates Unit #1, a previously filed subdivision of Lake Tansi Village, thence South 45° 45' 00" East for a distance of 278.00 feet to the point of beginning; thence South 9° 25' 00" East for a distance of 145.10 feet; thence South 47° 20' 00" East for a distance of 395.37 feet to the northeast corner of Lot 9, Leisure Brook Estates; thence South 64° 41' 37" East for a distance of 1805.49 feet; thence North 74° 19' 27" East for a distance of 380.32 feet to a point on the shoreline of Lake Tansi having an elevation of 1861.9 feet above mean sea level; thence meandering in a counterclockwise direction around said Lake along said elevation of 1861.9 feet above mean sea level and shoreline to a point being North 9° 25' 00" West of the point of beginning; thence South 9° 25' 00" East to the point of beginning, and including all earthen structure, rip-rap, spillways, siphon pipes and any other appurtenances that are a part of Lake Tansi dam in or above he described elevation.

Being the same property acquired by Lake Tansi Village Property Owners Association, Inc., by virtue of deeds including but not limited to the following: a deed dated February 23, 1983, from Lake Tansi Village, Inc., of record at Deed Book 264, page 671, Register's Office, Cumberland County, Tennessee; and a quitclaim deed dated March 7, 1997, from Aubrey King, of record at Book D527, page 273, Register's Office, Cumberland County, Tennessee.

EXHIBIT "B"



Lake Tansi Western Spillway
Lake Tansi Eastern Spillway
Highest Elevation 1861.90'
Lowest Elevation 1861.71'
161'
75'
TENN
GRID
10 5 0 10
Tenn State Plane Coordinates (NAD 83), Elevations and Tenn Grid Azimuth were determined using the City of Crossville's cell phone reference station at @ N588,647.937' E2,256,110.694' EL 1,857.54'
This was checked by an OPUS solution dated Sept 7, 2009 @ N558,533.538' E2,244,239.439' EL 1863.23'
All distances shown are grid distances using a grid factor of 0.9998 650

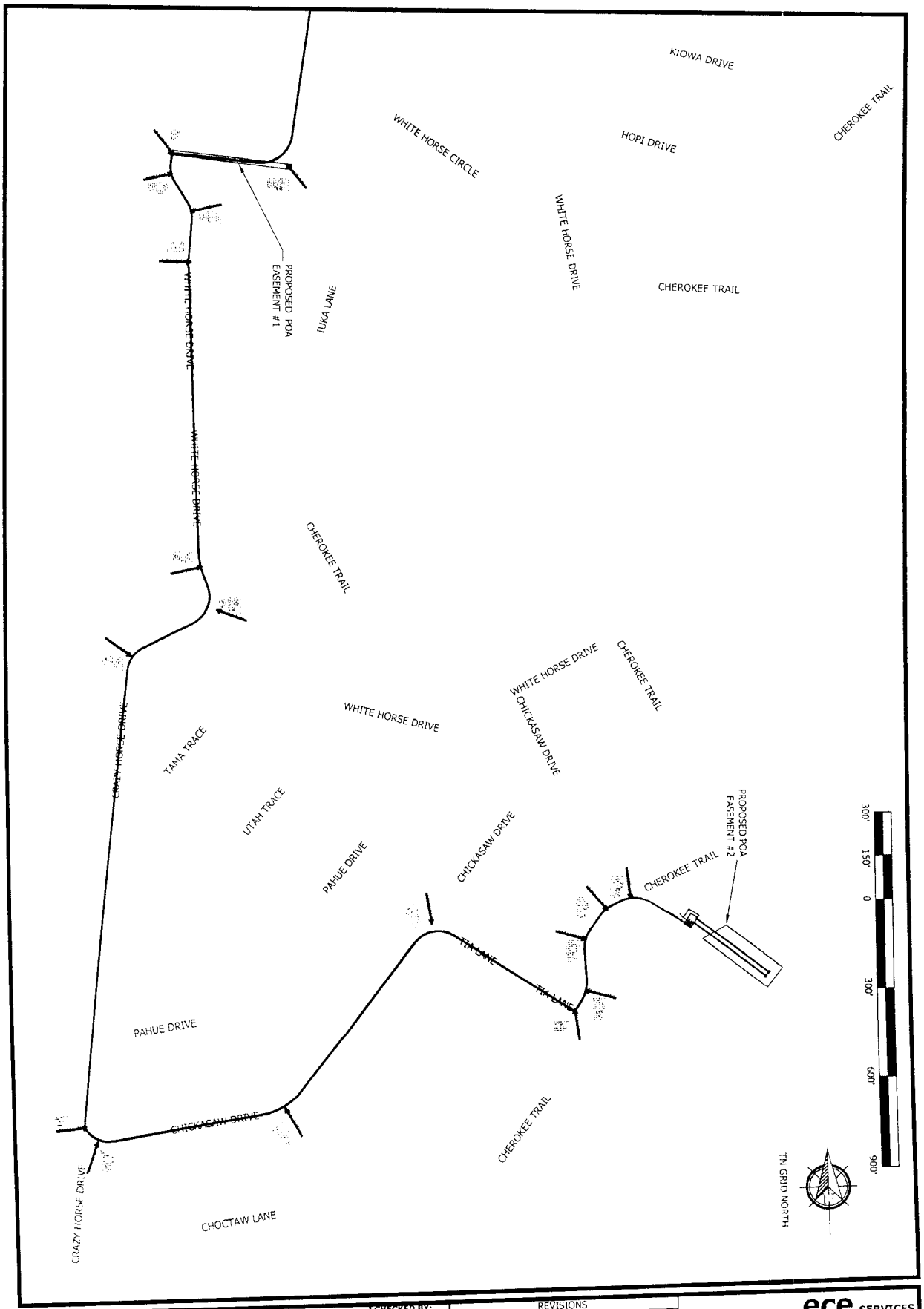
EXHIBIT "C"

Raw Water Rate for Additional Water Drawn under Emergency Conditions And Other Applicable Provisions of the Agreement

Fifteen Cents ($.15) per 1,000 gallons of water, subject to adjustment as follows:

The initial rate shall be subject to annual adjustment, beginning on January 1, 2013, based on the percentage increase or decrease, if any, in the Consumer Price Index Seasonally Adjusted U.S. Average for All Items for All Urban Consumers (1982-84 = 100) published in the "Monthly Labor Review" of the Bureau of Labor Statistics of the United States Department of Labor ("CPI-U") from December 1, 2009 to December 1, 2012. Such rate, as adjusted hereby, shall be further adjusted each subsequent January 1st after 2013, by any percentage increase or increase, if any, in the CPI-U from the last annual measuring period (the year's period from December 1st through December 1st immediately preceding the effective date of such rate adjustment).

EXHIBIT "D"



SHEET REFERENCE NUMBER: G-001 SHEET 1 OF 1	EXHIBIT 'D'	CHECKED BY: SJC	REVISIONS			
		DESIGN BY: SJC	NO.	DATE	DESCRIPTION	CHK
	CITY OF CROSSVILLE WATER SUPPLY IMPROVEMENTS SRF/ARRA RAW WATER HARVESTING PROJECT CUMBERLAND COUNTY, TENNESSEE	DRAWN BY: DWB Jr				
		ORIGINAL DATE: OCT 5, 2009				
		PROJECT NO.: 7035				
		SCALE: 1 IN. = 300 FT.				

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EXHIBIT "E"

RESOLUTION

Board of Directors

Lake Tansi Village Property Owners Association, Inc.

WHEREAS, the Lake Tansi Village Property Owners Association, Inc. ("LTVPOA") desires to protect the legal and other rights to the waters of all of the lakes on its property, as well as, its responsibilities relative to these waters and the association's membership; and

WHEREAS, the Board of Directors for the LTVPOA has engaged in extensive discussions and negotiations with the City of Crossville regarding the city's threatened condemnation of various water and property rights affecting Lake Tansi that are owned by the LTVPOA for the benefit of the association's members; and

WHEREAS, as a result of such discussions and negotiations, the Executive Committee and legal counsel to the LTVPOA have presented and recommended a proposed Water Harvesting Agreement that reflects significant benefits and betterments for the LTVPOA and its members as compared to the city's condemnation of the water and property interests it seeks, which agreement is subject to a few open points that remain to be negotiated with the City of Crossville as discussed by the Executive Committee and legal counsel to the association; and

WHEREAS, the Board of Directors believes thus the agreement as presented, even with the open points, is in the best interests of the association and its membership as a whole.

NOW, THEREFORE BE IT RESOLVED, that (i) the Water Harvesting Agreement substantially in the form of the agreement attached hereto as Exhibit "A" is hereby approved by the Board of Directors subject to the negotiation of the remaining open points as disclosed by the Executive Committee and the association's legal counsel, (ii) that the Executive Committee with the assistance of the association's legal counsel be authorized to negotiate and close the open points of the agreement presented; and (iii) that the association's president be authorized to execute and deliver the agreement substantially in the form attached, subject to its final negotiation and completion by the Executive Committee and to take any and all action necessary or convenient to effect the same.

Dated this 1st day of October, 2009.

LAKE TANSI VILLAGE
PROPERTY OWNERS ASSOCIATION, INC

BY: Palmer Steinmann
Secretary

Jim Hellem, Chairman

Jerry Davenport, President

Ken Qualls, Vice President

Mike Ferry

Claude Coyne

Ed Liskovec

Marlene Reitz

Raleigh Hawkins

Gail Boles

Michelle Williams
EXP
July 21, 2010

MICHELLE WILLIAMS
STATE OF TENNESSEE NOTARY PUBLIC
CUMBERLAND COUNTY

EXHIBIT "F"

RESOLUTION

WHEREAS, the Lake Tansi Village Property Owners Association, Inc., ("POA"), owns, controls, operates, administers an impoundment known as Lake Tansi, which is located in Lake Tansi Village in Cumberland County, Tennessee;

WHEREAS, the City is a municipality located in Cumberland County, Tennessee, that provides water within and outside of its municipal boundaries to approximately 16,448 customers, including residents of the Lake Tansi community, through the South Cumberland Utility District, ("South Cumberland"), which residents are located outside the City's municipal boundaries;

WHEREAS, the Cumberland Plateau has suffered drought conditions in the previous two years, highlighting the vulnerability of the area's raw water supply and the need to collect, draw or harvest water for the City's impoundments at Meadow Park Lake and Lake Holiday;

WHEREAS, the City faces an imminent need to repair the dam of its Meadow Park Lake impoundment, which repair requires the significant draw down of the pool level of Meadow Park Lake;

WHEREAS, drought conditions notwithstanding, the commercial, residential and industrial growth in the City's Urban Growth Boundary, and in its current potable water service regions and customer areas within Cumberland County, Tennessee, is accelerating and increasing by double digit percentages, thereby creating an exponentially greater demand annually for potable water from the City, including a greater demand in the Tansi community;

WHEREAS, even the POA community of Lake Tansi Village, which is served by the South Cumberland, relies entirely for its potable water needs upon that purchased from the City by South Cumberland under an existing contract with the City;

WHEREAS, growth and development, as well as maintenance of current potable water needs for the Lake Tansi community and other customers of the City, are largely dependent upon the supply of water by the City and the City's ability to secure additional water sources, especially during, but not limited to, times of exigent circumstances wherein water resources may not be abundant or economically accessed;

WHEREAS, harvesting water from local resources, including Lake Tansi, especially those proximately located to existing City impoundments, is advisable according to recent engineering studies to be both economically more affordable, by a wide margin, than any other studied option, (much more so than harvesting from the Tennessee River and the Caney Fork River), and will afford a significantly higher quality raw water supply;

WHEREAS, the City maintains that harvesting water from Lake Tansi will have no significant environmental impact, and this option has been determined by the City to be environmentally friendlier than harvesting water from either the Tennessee River or the Caney Fork River;

WHEREAS, the City acknowledges and agrees that such harvesting is best accomplished in cooperation with the POA in a manner that balances the City's needs for additional raw water supply to serve the area's potable water demands with the POA's desire to minimize any resulting disruptions to the water levels of Lake Tansi so as to maintain and preserve the quality of enjoyment that Lake Tansi provides the POA, its approximately 7,000 property owners, their families and guests; both parties recognizing the importance of maintaining the recreational and aesthetic attributes, and resulting economic benefits, that this water resource provides as a major tourism attraction for the Cumberland County area;

WHEREAS, the POA is willing, pursuant to the terms and conditions of the attached Agreement to permit the City to draw, collect and harvest water from Lake Tansi, and to convey the rights incidental to the same to the City in consideration of the promises and covenants made by the City to the POA contained in this Agreement; and,

WHEREAS, the relationships created under this Agreement will better enable the City to meet the potable water demands of all of its customers, not the least of which include the members of the POA and other residents of the Lake Tansi community.

NOW, THEREFORE, for and in consideration of the premises above, **BE IT HEREBY RESOLVED** that the Water Harvesting Agreement, ("Agreement"), attached hereto and incorporated herein by reference thereto as if copied herein verbatim be ratified, accepted, approved and adopted in every respect, the public safety and welfare requiring the same, and it being in the best interest of the City of Crossville, and that the City be bound by the same, and enjoy the rights and privileges granted under the same; and,

BE IT FURTHER RESOLVED, that the Mayor of the City of Crossville be, and is hereby, authorized to execute said Water Harvesting Agreement.

ADOPTED this 2nd day of October, 2009.

Mayor

Councilman

Councilman

Councilman

Councilman

ATTEST:

City Clerk