

**PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE
TENNESSEE, FAYETTEVILLE PUBLIC UTILITIES, AND LINCOLN COUNTY
TENNESSEE FOR SEWER IMPROVEMENTS TO ENHANCE ECONOMIC
DEVELOPMENT AND JOB GROWTH**

THIS PRE-ANNEXATION AGREEMENT, made and entered into as of the ____ day of _____, 2013, by and between the City of Fayetteville, Tennessee, a Tennessee municipal corporation, hereinafter referred to as the “City;” Fayetteville Public Utilities, a Tennessee public corporation, hereinafter referred to as “FPU;” and the County of Lincoln, Tennessee, a Tennessee corporation, hereinafter referred to as the “County,” is for the purpose of setting forth the terms regarding the annexation of County property into the corporate limits of Fayetteville, Tennessee and the extension of a trunk line sewer to serve the annexed property.

WHEREAS, the County is desirous for the City to annex ____± acres of property owned by County that is located within the city’s urban growth boundary to facilitate the development of an industrial park to enhance economic development and job growth; and

WHEREAS, the County, as an inducement to the City of Fayetteville to annex said property, is willing to construct a trunk sewer line to FPU specifications to extend sanitary sewer service to serve said property, which trunk sewer line will likewise open other areas for sewer service located elsewhere in Lincoln County and thereby enhance economic development and job growth; and

WHEREAS, the City is desirous of annexing the property under ownership of the County into the city limits in accordance with the funding and construction obligations contained within this agreement.

NOW THEREFORE, for and in consideration of the mutual promises and benefits to be derived by the parties herein contained, the City, FPU, and County agree as follows:

Section I. Obligations of the City of Fayetteville

The City will:

1. Annex ____± acres of land owned by County as shown on the attached Exhibit 1 and further described as parcels _____, Lincoln County tax map ____; as well as the right-of-way along SR _____ as shown on the attached Exhibit 1.
2. Rezone the annexed property to the appropriate industrial zoning to support the development of an industrial park.

Section II. Obligations of Fayetteville Public Utility

FPU will:

1. Approve design and engineering specifications for the construction of a ____-inch (___”) trunk sewer line and appurtenant structures (collectively “Project”) from Point

A on the existing FPU sewer trunk line, along a path, more or less, to the property line of County as depicted as Point B on Exhibit 2.

2. Assist in the acquisition of easements for the placement of the Project in accordance with the engineering drawings from Point A to Point B on Exhibit 2.
3. Grant County permission to construct the Project on FPU easements following evidence in the form of an executed construction contract or other document to guarantee completion of the Project.
4. Provide construction inspection of the Project to be constructed and dedicated to FPU.
5. Accept the Project upon satisfactory completion.

Section III. Obligations of Lincoln County

The County will:

1. Furnish design and engineering specifications for the construction of a ____-inch (___") trunk sewer line and appurtenant structures (collectively "Project") from Point A on the existing FPU sewer trunk line, along a path, more or less, to the property line of Petitioner as depicted as Point B on Exhibit 2.
2. Contract for the construction of the Project as defined in Section I, Paragraph 2 in accordance with the plans and specifications approved by FPU, and dedicate at no cost to FPU such improvements upon completion and acceptance by FPU of the Project.
3. Provide to FPU utility easements for the Project across all property under County ownership without cost to FPU.
4. Assist FPU in acquiring at no or minimal cost utility easements for Project on property not under County ownership as may be requested by FPU; and.
5. Voluntarily request annexation by the City of ___± acres of land attached hereto as Exhibit 1 within thirty (30) days of execution of this agreement.

Section IV. Project Costs

The County shall pay all costs of the Project, including right-of-way acquisition and temporary and permanent construction easements.

Section V. Standard Terms and Conditions

1. This Agreement may be modified only by a written amendment executed by the parties hereto.

2. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Section VI. Notices

All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and delivered in person or sent via first class mail to the respective party noted below or to such other party or address as may be hereafter specified by written notice.

The City:

FPU:

The County:

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first written.

CITY OF FAYETTEVILLE, TENNESSEE

FAYETTEVILLE PUBLIC UTILITIES

By: _____

By: _____

Attest: _____

Attest: _____

LINCOLN COUNTY, TENNESSEE

By: _____

Attest: _____