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FAX COVER SHEET

NUMBER OF PAGES INCLUDING THIS SHEET: 3

TO: CAROL C. HEWLETT SENIOR RESOURCE CONSULTANT MTAS

FROM: SCOTT K. POLAND

TOPIC: AGREEMENTS BETWEEN CITIES AND DEVELOPERS

DATE: OCTOBER 5, 1992

DESTINATION FAX NUMBER: 974-0423

REMARKS: CAROL, PLEASE CALL IF YOU NEED ANYTHING ELSE. QUESTIONS REGARDING THE DOCUMENT CAN BE DIRECTED TO MR. REX COBLE AT 981-3304. HOPE THIS HELPS.

SCOTT

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Contact: \_\_\_\_\_  
(615) 981-1302

DEDICATION AND TRANSFER OF UTILITY LINES, EASEMENTS, & FACILITIES

This indenture, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_, party of the first part, (hereinafter referred to as Developer), and THE CITY OF MARYVILLE, TENNESSEE, of Blount County, Tennessee, party of the second part, (hereinafter referred to as the City).

WITNESSETH that whereas, said developer has caused to be constructed the following described utility facilities:

(City of Maryville Water Quality Control Department Work Order Numbers & );

WHEREAS, said Developer desires that said utility facilities be attached to and become a part of the City's existing water/sanitary sewer system and desires to dedicate, transfer and convey said facilities, including all easements and rights connected therewith, to the City and has requested that the City accept the same into its system.

NOW, THEREFORE, in consideration of the City accepting said utility facilities into the City's system, said Developer hereby dedicates, transfers and conveys unto the City, its successors and assigns, all of the aforescribed utility facilities together with all easements and rights connected therewith.

The Developer further warrants that all labor and materials in connection with the construction and installation of said facilities have been fully and completely paid and that there are no liens or other encumbrances existing against said facilities.

The Developer further warrants that said utility facilities are free and clear of all defects in material and workmanship, that said facilities were constructed and installed in strict compliance with all requirements of City's rules, regulations, and orders, and does hereby agree to indemnify and save harmless the City from any and all loss, costs, expense or damage which the City may suffer as the result of any defect or defects which occur in said facilities within one year from the acceptance of this instrument.

