

BE IT REMEMBERED, that on this the 11th day of October, 1965, at the regular meeting of the Weakley County Quarterly Court, held in Dresden, Weakley County, Tennessee, a quorum being present and a majority of said court members voting therefor, the following resolution was adopted:

This Resolution, prepared by the State Highway Department Officials, was presented to the Quarterly Court with the request that it be adopted. This is a new project, where-in the state proposes to prime and seal the Stella Ruth Road from the Obion County Line to State Route 43 south of Martin, a distance of 8.0 miles; The County to grade, drain and base according to rural road standards. The Court authorized the County Judge to sign the agreement.

Said Resolution is in words and figures as follows, to-wit:

NON SYSTEM ROAD AGREEMENT

THIS AGREEMENT made and entered into by and between the STATE OF TENNESSEE through its Department of Highways, hereinafter called "DEPARTMENT" and Weakley County, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, the Department has tentatively allocated certain funds for the construction of the following described project in the County of Weakley, Tennessee, known and designated as Project No. \_\_\_\_\_ provided said County will cooperate with said Department by acquiring the rights-of-way for the same, if additional rights-of-way are necessary.

The State to prime and seal the Stella Ruth Road from the Obion County Line to State Route 43 south of Martin, a distance of 8.0 miles; the County to grade, drain and base according to Rural Road Standards.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The County agrees that if additional rights-of-way are necessary it will acquire the rights-of-way and easements shown on the attached blue prints or described herein in accordance with provisions of TCA 54-201 et. seq., said rights-of-way to be free of obstructions, buildings, and improvements, and said rights-of-way to be acquired without cost, now or hereafter, to said Department or to the State of Tennessee; and
2. The County agrees to save said Department and the State of Tennessee harmless from any and all claims or suits which may be brought by reason of the Department going upon said rights-of-way and the land covered by said easements and taking the same for the purpose of constructing said project, and by reason of the Department changing the grade and widening the existing highway; and
3. The County agrees to remove, or have the owners of the same remove, all telephone, telegraph, light and power poles or towers, and all water, gas and sewer mains or pipes which may be encountered during the construction of said section of project, and will make or require abutting property owners to make such sewer, water and gas connections as may be necessary or desirable in advance of the laying of any pavement upon said project, all without cost, now or hereafter, to the State of Tennessee or said Department.

FURTHER, the Department will, as soon as practicable after this Agreement is executed and the necessary rights-of-way are acquired, either take bids for the construction of said project, and construct the same, or construct the said project with State forces.

Said project is a Non System Road and not on the State System of Highways and it is expressly agreed that after the construction is completed and all work performed under the agreement is accepted by the State, the County will accept full responsibility for the maintenance of said section of road and will at all times keep it in a state of repair satisfactory to the State.

In case of failure of the County to maintain the same in accordance with reasonable standards established by the Department of Highways, the latter may take over the maintenance of said road and charge the cost thereof to any of the County funds in its hands or thereafter coming into its hands.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this the 11th day of October, 1965.

DEPARTMENT OF HIGHWAYS OF  
STATE OF TENNESSEE  
County of Weakley

BY /s/ David M. Paack  
COMMISSIONER  
APPROVED:

/s/ W. E. Dunlap  
STATE HIGHWAY ENGINEER  
ATTORNEY GENERAL

SIGNED: /s/ Gayle Pentecost  
COUNTY JUDGE

Motion was made by Esquire Tom Farmer to adopt Resolution. The same was seconded by Esquire A. A. McGuire to adopt Resolution.

Whereupon said Resolution was voted upon by the members of the Court present, and the results were 45 Magistrates voting for the Resolution, and none voting against the Resolution, after which vote the Judge of the Court declared the Resolution had been duly adopted.

ATTEST: /s/ Ellis E. Featherstone  
County Court Clerk  
/s/ Gayle Pentecost  
COUNTY JUDGE