

All such insurance policies will be primary without the right of contribution from any insurance coverage maintained by Madison. Except with respect to the workers' compensation policy, the Madison Indemnified Parties shall be shown as an additional insured under each of the above policies. The fact that insurance is obtained by County shall not be deemed to release or diminish the liability of County including liability under the indemnity provisions of this Agreement. County agrees to waive any and all rights of subrogation it may have against Madison by virtue of any claims that may arise as a result under this Agreement, and all policies of insurance required by this Agreement shall be so endorsed. County agrees to obtain from its insurance carrier(s) a waiver of subrogation in favor of Madison. All policies required by this Agreement shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VIII. Insurance certificates evidencing the above requirements shall be furnished by County concurrently with the execution of this Agreement and provide for not less than 30 days prior notice to Madison of any cancellation or non-renewal of the policies. In addition, the following requirements apply:

- The commercial general liability policy must include contractual liability coverage specifically covering County's indemnification of Madison pursuant to Section 8.
- Coverage must be provided for products/completed operations.
- The policy shall also contain a cross liability/severability of interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

10. General.

(a) Independent Contractor. County and Madison shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. This Agreement may not be assigned by either party without the other party's prior written consent; provided, however, that either party may assign this Agreement, without consent, to an affiliate or as a collateral assignment to a lender to such party or an affiliate of such party. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties may modify this Agreement.

(d) Severability. If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not on any other.

(f) Dispute Resolution and Governing Law.

(i) Arbitration. Any disputes arising out of or related in any way to this Agreement, including a breach of this Agreement, shall be resolved exclusively by arbitration. Either party may submit the dispute to binding arbitration administered by the American Arbitration Association under the Commercial Arbitration Rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties agree that any such controversy shall be submitted to three arbitrators selected pursuant to the provisions of the American Arbitration Association Commercial Arbitration Rules. This arbitration agreement applies regardless of the claims or causes of action alleged. The arbitrators' award will be final and binding, but in no event can an award exceed the amount of direct compensatory damages actually incurred by the claiming party, and no party can recover for anything other than the benefit of the bargain under the agreement. The parties further agree that no punitive or exemplary damages can be considered or awarded by the arbitrators.

(ii) Arbitration Rules. The parties agree that the American Arbitration Association Commercial Arbitration Rules are modified as follows: the procedures set forth in the Federal Rules of Civil Procedure applicable in the state where the arbitration is held will govern the arbitration, including those relating to disclosures and listing of witnesses and exhibits, initiation and completion of discovery, and dispositive motions. The parties agree that any arbitration conducted in this case shall be held in Nashville, Tennessee. The substantive laws of the State of Tennessee will govern all proceedings in the arbitration.

(iii) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

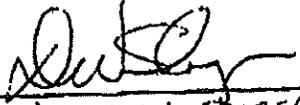
(iv) Attorneys' Fees. Should any litigation be commenced under this Agreement, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.

Madison County Development, LLC

Madison County, Tennessee

By: 
Name: DONALD W. SAGER
Its: EXECUTIVE VICE PRESIDENT

By: 
Name: Jerry Gist
Its: Madison County Mayor

EXHIBIT A

COUNTY RESOLUTIONS DROPPING CLAIMS TO LANDFILL

RESOLUTION

to approve alternate settlement proposal on sale or operations
of the landfill by the City of Jackson

- WHEREAS,** the City of Jackson provided Madison County a settlement agreement on the landfill located in Madison County and operated by the City of Jackson; and,
- WHEREAS,** the City of Jackson owns a certain landfill located in Madison County; and,
- WHEREAS,** the City of Jackson has negotiated the sale of this landfill; and,
- WHEREAS,** the City of Jackson has acknowledged that Madison County has been sharing in the expense of operating the landfill and that Madison County has acknowledged that it made a conscious decision when the City acquired the landfill that it did not desire to expose itself to the future risk of operating a landfill; and,
- WHEREAS,** Madison County wants to ensure that it has no past, present, or future liability for any landfill previously permitted to the City of Jackson; and,
- WHEREAS,** the City of Jackson agrees to have dismissed a declaratory judgement suit filed against the County of Madison in Madison County Circuit Court upon approval of both parties of this agreement; and,
- WHEREAS,** Madison County has exercised its option to cease funding the landfill upon receipt of payment to the City of Jackson from Madison County for expenses incurred during the month of August 2005 for operations at the landfill; and,
- WHEREAS,** the City of Jackson and Madison County desire to enter into a settlement proposal to resolve the pending litigation regarding Madison County's claim to a portion of the proceeds from the sale of the City landfill; and,
- WHEREAS,** the City of Jackson will allow Madison County to dispose of solid waste collected at the convenient centers in Madison County at no charge during the period prior to landfill operations being transferred to private owners; and,
- WHEREAS,** the City of Jackson has requested that Madison County adopt a resolution acknowledging that it has no right, title and interest in the landfill or any proceeds from the sale thereof; and,

WHEREAS, the City of Jackson has requested that Madison County agree to the entry of an order in the Madison County Circuit Court acknowledging that Madison County has no right, title or interest in the landfill and extinguishes any claim to proceeds from the sale of the landfill.

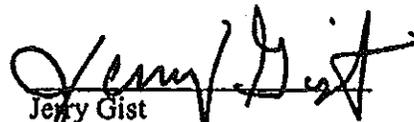
NOW, THEREFORE, BE IT RESOLVED that the Madison County Commission authorizes the Madison County Mayor to sign this Alternate Settlement Proposal on behalf of Madison County as amended by this resolution.

Adopted this 29th day of August, 2005.

Motion made by: Committee Recommendation

Seconded by: Not Required

Approved:


Jerry Gist
County Mayor

Attested:


Freddie Pruitt
County Clerk