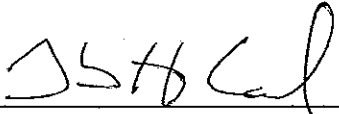


**Town/County Water and Sewer M.O.U. Dated April 12, 1999
Amendment II**

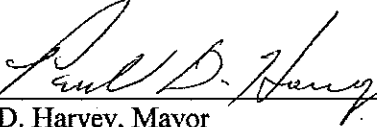
The purpose of this amendment is to establish a general understanding concerning the undeveloped commercial area along Route 460 (Richmond Highway) from the west Town Limits to the Route 26 (Oakville Road) overpass as it relates to sanitary sewer service.

- A. The Industrial Development Authority of the County of Appomattox (IDA) as previously identified in this agreement has changed its name to the Economic Development Authority of the County of Appomattox (EDA). For the purpose of this amendment, this entity will be identified as the "EDA".
- B. This amendment pertains to the portion of the sanitary sewer line that lies within the town boundary and as generally shown in the attached sketch.
- C. The Town, County, and EDA by virtue of this amendment hereby agree that the portion of the force main owned by the County/EDA and lying within the Town boundary may be utilized by prospective customers for sanitary sewer service. Such service will be based on the Town's ability to provide the service and all arrangements for connections and all fees associated with said service shall be coordinated with and/or paid to the Town.
- D. Additionally, the Town, County, and EDA agree that any future upgrades that may be necessary due to development in this undeveloped commercial area will be at the expense of the Town.
- E. Furthermore, the Town, County and EDA agree that any capacity utilized within the Town boundary along this force main shall not reduce the capacity of this force main or reduce the previous sanitary sewer allotment at the wastewater treatment facility for sanitary waste originating from the Industrial Park/Recreation Area (146,000 gpd).
- F. The parties agree that the commercial development in said area is not a capital improvement related to or required by the industrial park as set forth in Section II (A) 2.
- G. Any alteration or modification to the existing sanitary sewer system owned by the County/EDA shall be at the expense of the Town and/or the developer.
- H. Except as expressly set forth in this amendment, all other provisions of the Memorandum of Understanding shall remain in full force and effect.




Thomas H. Conrad, Chairman
Appomattox County Board of Supervisors

5-5-09
Date



Paul D. Harvey, Mayor
Town of Appomattox

6/2/09
Date



William S. Slagle, Chairman
Economic Development Authority of Appomattox County

5-15-09
Date