

LEASE and SALE/PURCHASE AGREEMENT

THIS LEASE and PURCHASE/SALE AGREEMENT ("Agreement") is entered into as of DECEMBER 31, 2019, by and between the COUNTY OF APPOMATTOX, VIRGINIA ("County"), and the TOWN OF APPOMATTOX, VIRGINIA ("Town"):

WHEREAS, the County owns certain water facilities constructed and located in the County of Appomattox, Virginia; and

WHEREAS, the County desires to lease said water facilities to Town and to sell said water facilities to Town at the end of the lease; and

WHEREAS, Town desires to lease and operate said water facilities from the County and to purchase said water facilities from the County at the end of the lease.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and the Town do hereby contract with each other pursuant to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **PROPERTY:**

The property being leased and then sold and purchased includes all those water facilities, including water lines and elevated water storage tank and pump station(s), and the land, easements and rights of way upon which the water facilities are constructed and located, in the County and identified and described further on the attached Exhibit A (hereinafter, the "Water Facilities").

2. **LEASE AND LEASE TERM:**

The term of this lease under this Agreement shall commence on the date of execution of this Agreement and shall terminate on the date when all Appomattox County bonds used to purchase or construct the Water Facilities are refinanced, or paid in full, and the Water Purchase Contract between Appomattox County and the Campbell County Utilities Service Authority, a copy of which is attached hereto for identification as Exhibit B, expires (the "Lease").

3. **SALE/PURCHASE:**

Upon termination of the Lease, the County shall sell, and Town shall purchase, the Water Facilities, for the sum of One Dollar (\$1.00).

4. **COUNTY REPRESENTATION:**

The County represents to TOWN as follows:

A. The County is the owner of the Water Facilities.

B. The County has full power and authority and has taken all steps necessary for it to be able to lease and sell the Water Facilities to the Town, including, but limited to, compliance with all applicable state and local law, as well the holding of any public hearings that must be conducted, if any.

C. Payment of all lawful claims of contractors, subcontractors, material men and laborers for all labor performed and materials furnished in the completion of these facilities has been made by the County, and no other liens, clouds on title or title defects exist with respect to any of the Water Facilities.

D. As-built plans (two sets of blueline copies and one set for reproducible mylars) have been submitted by the County to the Town if available.

5. **TOWN RIGHTS AND DUTIES**

A. Upon the execution of this Agreement, Town shall be responsible for all maintenance, repairs, and upgrades of the Water Facilities, and the County shall have no responsibilities of any kind with respect to the Water Facilities.

B. Town may make upgrades, improvements, and updates to the Water Facilities without seeking the permission of the County. Any such upgrades, improvements, and updates shall be the property of Town, and the County shall not incur any costs or liability therefore.

C. Town shall have the full right and authority to access County property to maintain and/or upgrade the Water Facilities.

D. At the time the Town takes over ownership of the Water Facilities, the County shall grant all easements necessary for the Town to maintain and operate the Water Facilities and the County shall hold any necessary public hearing and transfer with free and clear title all real estate and land associated with the Water Facilities as shown on Exhibit A attached hereto.

6. **NON-ASSIGNMENT OF AGREEMENT:** This Agreement may not be assigned by either party without the express written consent of the other party.

7. **REPLACEMENT AGREEMENT.** This Agreement supersedes and replaces the Water Line Maintenance Agreement executed by the Parties on February 23, 2012, a copy of which is attached hereto for identification as Exhibit C.

8. **ENTIRE AGREEMENT:** This Agreement amends and supersedes any and all previous agreements between the parties with respect to the subject matter contained herein. This document contains the entire agreement between the parties and no additions thereto and no subtractions therefrom shall be valid unless in writing and executed by both parties to this Agreement.

9. **AMENDMENTS.** This agreement may not be amended, modified or supplemented,

in whole or in part, except by mutual consent of the Town and the County in a written document of equal formality and dignity, executed by duly authorized representatives of each jurisdiction.

10. **SEVERABILITY; BINDING AGREEMENT.** In the event that any section, paragraph or provision of this Agreement be declared illegal or invalid or unconstitutional by final judgment of any court of competent jurisdiction, such judgment of invalidity shall not invalidate any other section, paragraph or provision hereof, and all parts of this Agreement would have been entered by the parties without such invalid provision. This Agreement constitutes a valid and binding Agreement between the parties.

11. **TERMINATION.** Town shall have the right to terminate this Agreement if Town determines at any time during the term of this Agreement, that County a) is not the owner of some or all of the Water Facilities, b) does not have authority to enter into the Lease under this Agreement and/or does not have the authority to sell some or all of the Water Facilities to Town, c) cannot transfer the Water Facilities due to existing contractual obligations, or d) is in violation of any other representation, covenant, term or agreement agreed to hereinabove.

WITNESS the following signatures and seals this the day and year first above written.

APPOMATTOX COUNTY

TOWN OF APPOMATTOX

Samuel E. Center
Chairman

Gary Shanaberger
Town Manager

Approved as to form: [Signature]
Thomas E. Lacheney
County Attorney

Approved as to form by: [Signature]
Overbey, Hawkins & Wright, PLLC
Town Attorneys