

THIS **BILL OF SALE**, made this ____ day of August, 2015, by and between **ALBEMARLE COUNTY SERVICE AUTHORITY** (the “Authority”) and the **COUNTY OF ALBEMARLE, VIRGINIA** (the “County”), Grantors, and **RIVANNA WATER AND SEWER AUTHORITY** (“Rivanna”), Grantee;

W I T N E S S E T H:

WHEREAS, pursuant to a Four-Party Agreement, dated June 12, 1973, by and between the City of Charlottesville, Virginia, the Authority, the County, and Rivanna (the “Four-Party Agreement”), the Authority agreed to sell and Rivanna agreed to purchase certain water and sewer facilities as set forth in Exhibits 3 and 4 to the Four-Party Agreement within ten (10) years from June 12, 1973, or at such time as the debts attributable to the construction of each of such facilities shall have been paid; and

WHEREAS, pursuant to the Four-Party Agreement, the County agreed to join in such sale to the extent of its interest therein; and

WHEREAS, the purchase price for the facilities was determined, pursuant to Section 3.7 of the Four-Party Agreement, in a report of John McNair and Associates and Paul B. Krebs and Associates, both consulting engineers, dated January, 1975, and entitled “Report on Valuation of Water and Sewer Facilities to be Purchased by Rivanna Water and Sewer Authority from City of Charlottesville and Albemarle County Service Authority”; and

WHEREAS, by Deed dated June 30, 1983, recorded in the Albemarle County Circuit Court Clerk’s Office (the “Clerk’s Office”) in Deed Book 768, at page 272, and a separate unrecorded Bill of Sale of the same date, and by Deed dated May 9, 1989, recorded in the Clerk’s Office in Deed Book 1049, at page 98, and a separate unrecorded Bill of Sale of the same

date, the Authority and the County transferred to Rivanna some, but not all, of the assets and facilities designated for transfer in the 1973 Four-Party Agreement; and

WHEREAS, the debts attributable to the construction of those facilities not yet transferred by the Authority and the County to Rivanna have been paid; and

WHEREAS, the Authority has agreed to transfer the remaining assets and facilities without additional consideration from Rivanna consistent with the resolution adopted by the Authority at a meeting of its Board of Directors on August 19, 2004.

NOW, THEREFORE, for and in consideration of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Authority, the County and the Authority do hereby BARGAIN, SELL, ASSIGN, SET-OVER, TRANSFER AND DELIVER unto Rivanna all rights, title and interest they may have in the personal property consisting of the following-described facilities:

6. Project No. 64-2, Beaver Creek Pumping Station.
7. Project No. 64-3, 12-inch Raw Water Transmission main from Beaver Creek Pumping Station to Crozet Filter Plant and 12-inch Finished Water Transmission main from Crozet Filter Plant.
8. Project No. 65-1, Crozet Filter Plant [including the right to use the wells at Mint Springs].
9. Project No. 64-1, 500,000-Gallon Ground Storage Reservoir at the Crozet Filter Plant.
10. Stand-by Pumps at Crozet Filter Plant.
11. Project No. 65-2, 12-inch Finished Water Transmission main at Crozet (Extension of Project 64-3).
12. 10-inch Raw Water Line from Scottsville Reservoir to Scottsville Filter Plant.
13. Scottsville Raw Water Pump Station.
14. Project No. 67-1, Scottsville Filter Plant.

15. Project No. 67-2, 10-inch Finished Water Transmission Line from the Scottsville Filter Plant to 250,000-Gallon Storage Tank.

16. Project No. 67-3, 250,000-Gallon Storage Tank at Scottsville.

WITNESS the following signatures and seals:

ALBEMARLE COUNTY SERVICE AUTHORITY

By _____(Seal)
Clarence Roberts, Chairman

COUNTY OF ALBEMARLE, VIRGINIA

By _____(Seal)
Jane D. Dittmar, Chair,
Board of Supervisors