

COMPREHENSIVE AGREEMENT

Between

WESTERN VIRGINIA WATER AUTHORITY

and

BOTETOURT COUNTY, VIRGINIA

Dated July 1, 2015

COMPREHENSIVE AGREEMENT

THIS COMPREHENSIVE AGREEMENT, dated as of July 1, 2015 (the “Agreement”), is made between **BOTETOURT COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Botetourt County”) and the **WESTERN VIRGINIA WATER AUTHORITY** (the “Authority”), a public body politic and corporate of the Commonwealth of Virginia.

RECITALS:

WHEREAS, Botetourt County has made an assessment of its water and sewer utility resources, its raw water resources and the needs of its citizens, and has determined, after careful study and thorough consideration of all of the reasonable alternatives available, to request to become a member of the Western Virginia Water Authority; and

WHEREAS, the request of Botetourt County to become a member of the Western Virginia Water Authority has been welcomed and encouraged by the Boards of Supervisors of Roanoke and Franklin Counties and by the City Council of the City of Roanoke, as well as the citizens of Botetourt County; and

WHEREAS, the Board of Directors of the Authority has, by formal resolution adopted September 23, 2014, unreservedly invited Botetourt County to be a member of the Authority under Virginia Code §15.2-5012; and

WHEREAS, the Virginia Water and Waste Authorities Act, Title 15.2, Chapter 51, §§ 15.2-5100, *et. seq.*, Code of Virginia (the “Act”), provides full authority for Botetourt County to join the Authority upon the adoption of concurrent resolutions of Botetourt County and the Authority, and its current members, being Roanoke County, Franklin County, and the City of Roanoke, Virginia, so that the Authority would become responsible for the public supply, treatment, distribution and transmission of water and the collection and treatment of wastewater in specified areas of Botetourt County;

WHEREAS, Botetourt County has determined to join the Authority and the Authority has agreed that its joinder be in accordance with the following terms:

1. The Board of Directors of the Authority shall consist of eight (8) members, three (3) of which are appointed by the City Council of the City of Roanoke; three (3) of which are appointed by the Board of Supervisors of Roanoke County, Virginia; one (1) of which is appointed by the Board of Supervisors of Franklin County, Virginia; and, one (1) of which is appointed by the Board of Supervisors of Botetourt County, who will not be a member of the staff nor an elected official of Botetourt County, except for that director appointed for an initial term expiring June 30, 2017.

2. The Authority shall make its water treatment and distribution and its wastewater collection and treatment resources available in Botetourt County as it does for other member localities and shall include current and future water and wastewater requirements for population and economic growth in Botetourt County in the Authority's overall water supply and wastewater planning and infrastructure development.

3. The Authority's policies and regulations are hereby implemented for services and operations in Botetourt County, including but not limited to the Authority's Design and Construction Standards, General Business & Development Rules and Regulations, Mandatory Connection Policies, Wastewater Rules & Regulations that include Industrial Pretreatment Regulations, a Fats, Oils and Grease Policy, and Inflow and Infiltration Regulations as specified in Section 6.5 of this Agreement. If Botetourt County determines to participate in the construction of a line or main extension, it will be treated like any other developer, consistent with the policies in effect at such time between the Authority and other member localities, as specified in Section 6.4 of this Agreement.

4. A rate schedule applicable to the Service Area shall be adopted by the Board of Directors of the Authority (the "Botetourt County Rates") that shall remain in effect until water service rates in the Service Area are equalized with the Roanoke area water rates (the "Roanoke City and Roanoke County Rates"), as specified in Section 6.7 of this Agreement.

5. Current utility employees of Botetourt County will become employees of the Authority and will enjoy the same compensation, benefits, opportunities for promotion and responsibilities as existing Authority employees. Initially, these Botetourt County employees will not be paid a lesser salary than their Botetourt County salary as of the Effective Date, as specified in Section 6.8 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, and agreements contained herein, Botetourt County and the Authority agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

The following words and terms have the following meanings unless the context otherwise requires;

“Ashley Plantation Agreement” means the Ashley Plantation Sewer Connection Agreement among A.R. Overbay and Sam Camp and Botetourt County dated December 5, 2008, as modified by the Ashley Plantation Sewer Connection and Fee Reimbursement Procedures dated February 9, 2009.

“Assumed Financing Agreements” means those financing agreements listed in Exhibit C to this Agreement.

“Assumed Revenue Bonds” means those revenue bonds listed in Exhibit C to this Agreement.

“Authority” means the Western Virginia Water Authority.

“Botetourt County” means Botetourt County, Virginia.

“Buchanan/Botetourt Memorandum of Understanding” means that Memorandum of Understanding executed July 13, 2012, between the Town of Buchanan and Botetourt County, relating to cooperation in the extension of utility services into areas of Botetourt County in the vicinity of the Town of Buchanan.

“Bulk Water Agreement” means that bulk water sale agreement approved by the Authority’s Board of Directors February 20, 2014, between the Authority and Botetourt County.

“Coyner Springs Agreement” means that agreement dated October 13, 1988, between Botetourt County and the City of Roanoke, Virginia, relating to certain investments in utility infrastructure and charges and credits for sewer treatment services.

“Daleville Town Center Connection Fee Agreement” means that agreement made as of November 30, 2007, between Fralin & Waldron, Inc. and Botetourt County relating to the prepayments of certain water and sewer connection fees.

“Effective Date” means July 1, 2015, as set forth in section 7.1 of this Agreement.

“Fralin Properties Agreement” means that agreement dated May 13, 2003, between Botetourt County and James D. Fralin relating to certain free sewer connections in the Hollymeade Subdivision.

“Iron Gate Agreement” means that Sewage Treatment Contract dated as of July 23, 1982, between the Town of Iron Gate and the Botetourt County Service Authority, which contract has been assumed by Botetourt County and will be assumed by the Authority.

“Mutual Nondisclosure Agreement” means that Mutual Nondisclosure Agreement dated August 6, 2014, between the Authority and Botetourt County.

“Regional Wastewater Contract” means the 2003 Regional Wastewater Collection and Treatment Contract dated as of November 1, 2003, among the City of Roanoke, Botetourt County, Roanoke County, the City of Salem and the Town of Vinton, which was

assigned by the City of Roanoke to the Authority by an Agreement for the Assignment of Contracts dated June 22, 2004.

“Rights and Privileges” means all of the licenses, possessory interests, unwritten easements and other rights and privileges, including judgments, possessed, owned or enjoyed by Botetourt County as of the Effective Date in the current operation of the System including, but not limited to, easement rights where parts of the System are on property owned in fee by Botetourt County or any other parcel of property where any of its utilities are located even if no formal, written easement has been conveyed.

“Service Area” means all of Botetourt County except (a) areas not approved for utilities as designated by Botetourt County’s Comprehensive Plan, (b) areas within the Towns of Buchanan, Fincastle and Troutville, (c) areas in the vicinities of such Towns that are subject to a valid agreement or planning approval from Botetourt County as to water or sewer extensions from such Towns and (d) areas designated in certificates of necessity and convenience issued by the State Corporation Commission which are in effect from time to time for public service corporations.

“System” means the public water and sewer systems in Botetourt County excluding the Towns of Buchanan, Fincastle and Troutville and those areas designated in certificates of necessity and convenience issued by the State Corporation Commission which are in effect from time to time for public service corporations, including (i) any easements and any other interests in land owned or used by Botetourt County for installation and location of any portion of its public water and sewer systems or otherwise used by Botetourt County in operating and maintaining its public water and sewer systems, (ii) the Rights and Privileges, (iii) all federal, state and local governmental licenses, permits, and other authorizations and approvals, to the extent that they are transferable, held by Botetourt County which are necessary for or used in the operation of its public water and sewer systems, including any for which applications are currently pending, (iv) the rights and obligations of Botetourt County under all contracts and leases relating to its public water and sewer systems, to the extent that they are transferable, (v) any and all personal property and cash, securities,

customer deposits, software, inventories, intangible assets, accounts receivable balances less than ninety (90) days old at the time of the Effective Date relating to its public water and sewer systems, and cash reserve amounts on deposit in Botetourt County's water and waste water enterprise fund, in the minimum amount of \$1.2 million, and (vi) all grant funds received or to be received in the future, or the proceeds thereof, if the such grant funds cannot be transferred, currently being made available to Botetourt County for water and sewer utility activities; provided, however, that Botetourt County will comply with all requirements of the current Virginia Department of Health Grant now pending and will convey the improvements covered by such grant to the Authority once such construction is completed by Botetourt County and such improvements have been accepted by Virginia Department of Health and the Authority.

“Walnut Manor Agreement” means that agreement dated as of September 24, 2013, among Walnut Manor Water Company, Inc., D & S Developers, LLC, S.F. Construction Company, Inc., Sherman and Sally Foutz and Botetourt County, relating to the purchase of a water system and certain connection fee waivers in the Walnut Manor Subdivision.

Section 1.2. Recitals Incorporated

The Recitals above are incorporated into this Agreement and made a part hereof.

**ARTICLE II
PURCHASE AND SALE OF SYSTEM**

Section 2.1. Purchase and Sale of System

As of the Effective Date, Botetourt County will convey the System to the Authority; provided, however, that Botetourt County may reasonably reserve its rights, to the fullest extent possible, to use any easements or other interests in land conveyed and may reasonably reserve easements across and through its own land conveyed to the Authority; and provided further, however, that Botetourt County's exercise of its rights reserved herein will not interfere with or inhibit the Authority's operation of the System.

Section 2.2 Liabilities; Existing Support and Service Agreements

(a) Except as explicitly provided herein, the Authority will not assume (i) any direct obligation to repay general obligation loans, (ii) any liabilities with respect to (a) income, real estate and franchise taxes or (b) violations of federal, state or local laws or regulations, (iii) breaches of contract or violations of administrative or environmental laws and regulations which occurred before the Effective Date, (iv) matters which do not relate to the System, or (v) any long term debt incurred in connection with the System not evidenced by the Assumed Revenue Bonds or Assumed Financing Agreements.

(b) Botetourt County and the Authority hereby ratify and confirm their respective obligations to each other under the Regional Wastewater Contract, and agree that except as explicitly revised in this Comprehensive Agreement, that contract shall remain in full force and effect, binding on the Authority and Botetourt County and that each will comply with the terms thereof.

(c) The Bulk Water Agreement, the Coyner Springs Agreement and the Mutual Nondisclosure Agreement shall be terminated as of the Effective Date.

(d) As of the Effective Date, Botetourt County will assign to the Authority and the Authority will assume the obligations of Botetourt County under the agreements listed in Exhibit B including the Iron Gate Agreement, the Ashley Plantation Agreement, the Buchanan/Botetourt Memorandum of Understanding, the Buchanan/Botetourt Memorandum of Understanding and all leases for telecommunication infrastructure except as noted in Section 2.4(b) below as to the Greenfield Tank. However, as to all other Botetourt County property being transferred to the Authority, including, but not limited to, all other tanks and buildings, except as limited by existing agreement or applicable law, the Authority may install any type of equipment (to include telecommunications equipment) to such property

for the Authority's own use or for the use of others to whom the Authority may grant a lease or license or other right to install or use any such equipment, in the Authority's sole discretion (with the exception of the parties' agreement as to the Greenfield Tank as provided in Section 2.4 (b)). Furthermore, to the extent permitted by existing agreement and applicable law, Botetourt County shall be responsible for the effective transfer of all such agreements to the Authority, including notice to and consent of the other parties to such agreements.

Section 2.3 Assumed Liabilities

(a) As of the Effective Date, and concurrently with Botetourt County's entering into the Support Agreement(s) described in Section 2.3 (b), the Authority will assume the Assumed Financing Agreements and Assumed Revenue Bonds and the then-existing revenue-pledged liabilities and obligations of Botetourt County relating to the System which were incurred in the ordinary course of business of Botetourt County furnishing utility services, as itemized on Exhibit C, subject to the support obligation provisions contained in Section 2.3(b) of this Agreement.

(b) As of the Effective Date, Botetourt County will enter into one or more Support Agreements for the benefit of the Virginia Resources Authority, any other holder of any of the Assumed Revenue Bonds, and the Authority confirming its subject-to-appropriation obligations to pay any shortfall in the debt service on any of the Assumed Revenue Bonds in accordance with the terms of the Assumed Financing Agreements. Nothing in the Support Agreements will constitute a debt of Botetourt County within the meaning of any constitutional or statutory limitation or a pledge of the faith or credit or the taxing power of Botetourt County.

(c) The Authority agrees to comply with the fee reimbursement terms of the Ashley Plantation Agreement, the Walnut Manor Agreement, and the connection fee

prepayment terms of the November 30, 2007 letter concerning the Daleville Town Center Connection Fee Agreement.

(d) In consideration of the transfer by Botetourt County of the System to the Authority, the Authority shall assume and pay all outstanding accounts payable in the aggregate amount not to exceed \$10,000, except as specified in Section 2.2. and Sections 2.3(e) and (f), Botetourt County incurs in the ordinary course of business of the Botetourt County water and sewer systems as of 12:01 AM on the Effective Date. In order to minimize the accounts payable at the time of the Effective Date, Botetourt County agrees to cut off all orders for the water and sewer services other than routine orders issued in the ordinary course of business or for an emergency as of thirty (30) days before the Effective Date and to pay all invoices received before the Effective Date.

(e) The Authority and Botetourt County shall each be responsible for their own respective payroll expenses and taxes payable in respect to employee costs prior to the Effective Date. The Authority will assume liability for accrued personnel leave of any employee of Botetourt County in good standing as of the Effective Date who becomes an employee of the Authority as of the date of the Effective Date.

(f) The Authority will not assume any liabilities with respect to (i) income and franchise taxes, (ii) violations of Federal, State or local laws or regulations, (iii) breaches of contract which occurred before the Effective Date, and (iv) matters which do not relate to the System.

(g) The conveyance of the System and the assignment and assumption of liabilities will be accomplished by deeds, bills of sale, and assignment and assumption agreements in such form as are reasonably acceptable to Botetourt County and the Authority. It is understood the market value of the capital assets transferred exceeds the book value of such assets and the difference between the two is considered a contribution from Botetourt County to the Authority.

Section 2.4 Collection of Accounts Receivable

(a) Botetourt County agrees that the Authority has the right to receive all payments for services furnished by the System collected on or after the Effective Date including all payments for services for Botetourt County prior billings, and such amounts will be paid promptly to the Authority. To the extent permitted by law, the Authority and Botetourt County agree that failure on the part of a customer to pay Botetourt County for water or sewer service prior to the Effective Date will constitute a failure to pay the Authority for such service and will result in termination of service in accordance with the Authority's current regulations and practices and the requirements of Virginia Code Section 15.2-5138.

(b) Botetourt County shall retain revenue associated with leases for telecommunication infrastructure mounted on the Greenfield Tank for all leases executed before the Effective Date, including any renewals or extensions of such leases. The leases shall be assigned to the Authority, to the extent possible, for administration and coordination with water system operations, but payments from such leases shall be remitted directly to Botetourt County by the leasing party or the Authority. However, any revenue associated or arising from any telecommunications infrastructure leases executed after the Effective Date, for or connected with the Greenfield Tank shall be paid to and retained by the Authority as its revenue. Furthermore, other than the Greenfield Tank, the Authority shall be entitled to any and all revenue associated with all telecommunications infrastructure leases on any other structures that are part of the System. To the extent possible and permitted by applicable law and where payment is to be made and retained by the Authority as its revenue, Botetourt County shall instruct all such lessees to make all such payments to the Authority. To the extent possible and permitted by applicable law, Botetourt County shall instruct all such lessees that all such leases are assigned to the Authority and that each lessee is given any required notices of and such lessee gives consents to such assignment. The Authority shall be permitted to install and/or mount telecommunications infrastructure equipment on the Greenfield Tank for the Authority's use at no cost to the Authority. The Authority shall not

permit any telecommunications infrastructure equipment, or other equipment, on the Greenfield Tank that interferes with the telecommunications infrastructure equipment, or other equipment, on the Greenfield Tank as of the Effective Date.

Section 2.5 Allocation of Liabilities

(a) Botetourt County will hold the Authority and its members, directors, officers, employees, agents, successors and assigns (the “**Authority Indemnified Parties**”) harmless from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including reasonable fees and expenses of attorneys) (collectively, “**Losses**”) that may be suffered or incurred by or asserted or awarded against Authority or any Authority Indemnified Party, in each case arising out of, or in connection with, or by reason of: (i) any material inaccuracy, breach or default by Botetourt County in any representations and warranties of Botetourt County hereunder; (ii) any failure by Botetourt County to perform any covenant, agreement or undertaking hereunder in any material respect; (iii) any claim or challenge asserted against Botetourt County by one or more third parties as to any provision of this Agreement; (iv) any defect in the System existing as of the Effective Date; (v) any failure on the part of Botetourt County to disclose any knowledge of any claim that might be made against Botetourt County related to the System, including but not limited to environmental, contractual (including third party beneficiary claims), administrative, employment or regulatory claims; or (vi) any and all actions, suits, litigation, arbitrations, procedures, investigations, or claims (collectively, “**Actions**”) arising out of any of the foregoing or out of such other conditions that have occurred or existed prior to the Effective Date even though such Actions have not been filed or have not come to light until after the Effective Date.

(b) The Authority will, to the extent permitted by applicable law and without waiving sovereign immunity, and provided that Botetourt County has fully performed its obligations under this Agreement, hold Botetourt County, and its supervisors, officers, employees, and agents (the “**County Indemnified Parties**”) harmless from and against any and all Losses that may be suffered or incurred by or asserted or awarded against Botetourt

County or any County Indemnified Party, in each case arising out of, or in connection with, or by reason of:

i. any and all Actions arising solely out of the Authority's operation of the System on and after the Effective Date;

ii. any material breach of any representation and warranty by the Authority hereunder or any material breach of any covenant and agreement to be performed by Authority on or after the Effective Date;

iii. any acts, omissions or negligence of Authority or any person claiming under Authority, or the contractors, agents, employees, invitees or visitors of Authority, in each case with respect to the System on or after the Effective Date;

iv. any failure by Authority to pay any liabilities in connection with the System attributable to periods on or after the Effective Date; or

v. any material breach of any covenant or agreement by Authority hereunder to be performed on or after the Effective Date.

Section 2.6 AS IS Basis

The parties agree that the System will be transferred on an "as is" "where is" and "with all faults" basis free and clear of liens and encumbrances other than as contemplated herein consistent with its condition as of the date of this Agreement, reasonable wear and tear excepted and without representations or warranties of any kind, including, without limitation, merchantability and fitness for a particular purpose, except as specifically set forth herein or in any other documents delivered by Botetourt County.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BOTETOURT COUNTY

Botetourt County represents and warrants to the Authority the following as of the Effective Date except as otherwise provided:

Section 3.1 Authority Relative to this Agreement

Botetourt County has the power and authority to execute and deliver this Agreement, to sell and convey the System to the Authority, to carry out its duties and obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Botetourt County and the consummation by Botetourt County of the transactions contemplated hereby have been duly authorized by Botetourt County's Board of Supervisors. No other proceedings on the part of Botetourt County are necessary to authorize this Agreement and the transactions contemplated herein.

Section 3.2 Non-Contravention

To the best of Botetourt County's knowledge, the execution and delivery by Botetourt County of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) violate or constitute a default under the terms, conditions or provisions of any note, bond, mortgage, lien, lease, agreement, license, indenture, instrument, or other instrument or obligation (collectively, "Instruments") to which Botetourt County is a party or by which Botetourt County or the System is bound, other than with respect to any term, condition or provision for which Botetourt County has obtained approval or consent from the appropriate counter party to such Instrument, or (ii) violate any order, writ, injunction, arbitration award, judgment, decree, statute, rule or regulation applicable to Botetourt County or the System.

Section 3.3 No Litigation

There are no actions, suits, claims, investigations or proceedings (legal, administrative or arbitral) pending, or to the best of Botetourt County's knowledge, threatened, whether at law or in equity and whether civil or criminal in nature, before any court, arbitrator, or any governmental department, commission, agency or instrumentality which would have a material adverse effect upon: (i) any license, grant, assignment, franchise, right-of-way, easement, or right reasonably necessary for the ownership and operation of the System; or (ii) the ability of Botetourt County to perform its obligations under this Agreement. Furthermore, there are no existing judgments, orders, or decrees of any such court, arbitrator, governmental department, commission, agency or other instrumentality which have or would have a material adverse effect as described in the preceding sentence.

Section 3.4 Consents and Approvals

Other than as contemplated herein, no notice, consent, approval, waiver or other action of any kind is required to be obtained by Botetourt County by virtue of the execution hereof by Botetourt County or in connection with the consummation of any of the transactions contemplated herein. However, it is agreed that Botetourt County's obligations under this Agreement are contingent upon Botetourt County obtaining all material consents from third parties, including but not limited to the holders of the Assumed Revenue Bonds, to the transactions contemplated in this Agreement.

Section 3.5 Licenses and Permits; Compliance with Laws

To the best of Botetourt County's knowledge, Botetourt County has obtained and holds all licenses, certificates, permits, franchises, approvals and rights from appropriate federal, state or other public authorities required to own and operate the System and to conduct its business as such business is now being conducted and for the services it provides (the "Permits"). Botetourt County agrees to cooperate with the Authority in transferring all the Permits necessary for the operation of the System to the Authority.

Section 3.6 Personal Property

(a) Motor vehicles. Botetourt County shall transfer, convey, and deliver to the Authority title to those motor vehicles identified in Exhibit D. Such transfer shall only occur if the Authority has in place motor vehicle liability insurance for such vehicles reasonably satisfactory to Botetourt County. If such insurance is not in place on the date of the Effective Date such transfer of title shall not occur until such insurance is in place. These vehicles shall be transferred to the Authority “AS IS” with no warranties.

(b) Equipment. Botetourt County shall transfer, convey, and deliver to the Authority equipment and office furnishings associated with the identified properties in Exhibit E as well as all other equipment, office furnishings, and tangible personal property of lesser value used in connection with the System. This equipment shall be transferred to the Authority “AS IS” with no warranties. Items valued at \$5,000 or more shall be listed in Exhibit E.

Section 3.7 Title to Real Property

(a) Botetourt County will, as part of the transfer of the System to the Authority, convey the parcels of Real Property described in Exhibit F. Botetourt County will convey title to this real property by Special Warranty deed if the property was conveyed to Botetourt County by General or Special Warranty deed; otherwise, the real property will be conveyed by quitclaim deed, subject to any and all encumbrances and easements of record.

(b) Botetourt County will, as a part of the transfer of the System to the Authority, assign to the Authority its rights to use all water and sanitary sewer easements of record used in connection with the System. For portions of the System located on property owned by Botetourt County for which there are not easements of record at the Effective Date, Botetourt County, to the extent it is possible to do so, will grant the Authority such easements at no cost. The Authority will be responsible for costs associated with developing and recording such easements. The terms of such easements shall be substantially similar to those used by

the Authority. Botetourt County may reasonably reserve its rights, to the fullest extent possible, to use any easements or other interests in land conveyed and may reasonably reserve easements across and through its own land conveyed to the Authority herein; provided, however, that Botetourt County's exercise of its rights reserved herein will not interfere with or inhibit the Authority's operation of the System.

(c) In the event the Authority abandons any of the real estate transferred to it by Botetourt County, the Authority will offer to re-convey said abandoned real estate back to Botetourt County. If Botetourt County does not accept the property, the property shall be declared surplus and shall be subject to disposal under the Authority's surplus property policies.

Section 3.8 No Violations of Law

To the best of Botetourt County's knowledge, its participation in this Agreement does not cause a violation of any federal, state or local law, statute, rule, regulation or ordinance related to or in any way connected with matters contained in this Agreement.

Section 3.9 All Assets

Botetourt County represents and warrants that as of the Effective Date it will have conveyed to the Authority all of the assets of the System, including cash reserves in utility fund accounts, owned by Botetourt County which are currently used for the operation and maintenance of the System, except as otherwise specifically agreed to by the parties. Botetourt County will work with the Authority to provide the most current asset listing and depreciation information available for the System prior to the Effective Date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE AUTHORITY

The Authority represents and warrants to Botetourt County the following as of the Effective Date, except as otherwise provided:

Section 4.1 Authority Relative to this Agreement

The Authority has the power and authority to execute and deliver this Agreement, to carry out its duties and obligations under this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Authority and the consummation by the Authority of the transactions contemplated hereby have been duly authorized by the Authority's governing body. No other proceedings on the part of the Authority are necessary to authorize this Agreement and the transactions contemplated herein.

Section 4.2 Non-Contravention

To the best of the Authority's knowledge, the execution and delivery by the Authority of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) violate or constitute a default under the terms, conditions or provisions of any note, bond, mortgage, lien, lease, agreement, license, indenture, instrument, or other instrument or obligation to which the Authority is a party or by which the Authority is bound, or (ii) violate any order, writ, injunction, arbitration award, judgment, decree, statute, rule or regulation applicable to the Authority.

Section 4.3 No Litigation

No litigation, proceeding or controversy is pending against the Authority, or to the best of its knowledge threatened, before any court or any governmental agency which would have a material adverse effect upon the ability of the Authority to perform its obligations under this Agreement or the operations of the System.

Section 4.4 Consents and Approvals

No notice, consent, approval, waiver or other action of any kind is required to be obtained by the Authority by virtue of the execution hereof by the Authority or in connection with the consummation of any of the transactions contemplated herein.

Section 4.5 No Violations of Law

To the best of the Authority's knowledge, the participation of the Authority in this Agreement does not cause a violation of any federal, state or local law, statute, rule, regulation or ordinance related to or in any way connected with matters contained in this Agreement.

Section 4.6 Operations Center

(a) The Authority will establish an operations center in Botetourt County as of the Effective Date.

Initially, the operations center will be located at an existing Botetourt County utility facility included in the real estate being transferred to the Authority. The operations center will support utility operations in Botetourt County. The Authority will maintain this location until July 1, 2017, and may expand the facility as needed, subject to Botetourt County building and planning requirements. After July 1, 2017, the Authority may 1) continue to use the existing location, expanding or further expanding this location as needed or 2) relocate to another facility in Botetourt County.

(b) In addition to payment options available to all customers served by the Authority, Botetourt County and the Authority will work cooperatively to establish one or more local payment options for customers in Botetourt County, such as the Botetourt County Treasurer, local banks, retail outlets, or drop boxes. After July 1, 2017, the Authority may, at its sole discretion, continue or discontinue these local payment options as the Authority deems necessary.

ARTICLE V

COVENANTS OF BOTETOURT COUNTY

Section 5.1 Copies of Documents

From the date hereof until the Effective Date, and as reasonably necessary thereafter Botetourt County will provide the Authority and its authorized representatives copies of all asset records, property records, books, and other records and agreements of Botetourt County relating to the System. The Authority will pay all reasonable costs of search, review and copying any records and all other reasonable costs incurred by Botetourt County in compliance with this provision.

Section 5.2 Geographic Information

Botetourt County and the Authority will continue to cooperate in the sharing of Botetourt County's real estate and parcel data and the Authority's water and sewer utilities data as it relates to mapping and Geographic Information Systems.

Section 5.3 Development Services

After the Effective Date, Botetourt County will collect availability and other development fees for the Authority for construction authorized in Botetourt County and remit such fees to the Authority on terms to be agreed to by both parties, and will ensure that issues in building permit applications, including change of use of existing structures, will be promptly referred to the Authority for review to insure compliance with the Authority's Design and Construction Standards, Development Rules and Regulations, Wastewater Rules and Regulations, Fats, Oils and Grease Policy, and other applicable policies of the Authority. The Authority will participate in Botetourt County's plan review process to coordinate the implementation and compliance with Authority regulations and technical requirements. Botetourt County will maintain ordinances, regulations, and policies consistent with the

Regional Wastewater Contract, to assist the Authority with implementation of industrial pretreatment requirements of the Authority's wastewater discharge permits.

Section 5.4 Authority May Acquire Water or Wastewater Systems

Botetourt County acknowledges and agrees that the Authority may purchase, obtain through donation, or otherwise acquire, terminate or dispose of water and/or wastewater systems in Botetourt County, however, such acquisitions shall be consistent and substantially in accordance with Botetourt County's adopted Comprehensive Plan as provided in Section 15.2-2232 of the Code of Virginia, or the Authority will seek explicit approval from the Board of Supervisors of Botetourt County for the acquisition.

Section 5.5 Operation of Other Water or Wastewater Systems

Botetourt County acknowledges and agrees that the Authority may contract with other localities or private entities to operate or maintain water and/or wastewater systems in Botetourt County on contract terms that the Authority finds acceptable. Such contract operations shall not require approval of the Board of Supervisors of Botetourt County.

Section 5.6 Other Services

The Authority and Botetourt County may contract with each other to provide such services as both deem appropriate for a reasonable fee.

ARTICLE VI

COVENANTS OF THE AUTHORITY

Section 6.1. Secure Necessary Consents, Etc.

The Authority will use its best efforts to obtain all consents, approvals and agreements required on its part to carry out the transactions contemplated by this Agreement.

Section 6.2 Access to Information

From the date hereof until the Effective Date, and as reasonably necessary thereafter, the Authority will afford Botetourt County and its authorized representatives reasonable access, during normal business hours and upon reasonable notice, to all asset records, property records, books, and other records and agreements of or relating to the System. Botetourt County will pay all reasonable costs of copying any records and all other reasonable costs incurred by the Authority in compliance with this provision.

Section 6.3 Future Services

The Authority agrees that it shall provide water and sewer services to customers in Botetourt County using the System, and any new additions or improvements to the System as it may undertake, subject to the terms of Section 6.4 of this Agreement.

Section 6.4 Extensions of the System

(a) The Authority shall not construct, establish or authorize an extension of a water or sewer transmission line greater than 1,000 feet unless such extension is approved by the Board of Supervisors of Botetourt County or is explicitly authorized in Botetourt County's Comprehensive Plan. Extensions to the System less than 1,000 feet must be substantially in accord with Botetourt County's Comprehensive Plan as provided in Section 15.2-2232(c) of the Code of Virginia. Financing and construction of such extensions to the System will be governed by the Authority's General Business Rules and Regulations including construction standards and otherwise will be in the sole discretion of the Authority.

(b) If an extension to the System is requested by Botetourt County, the Authority and Botetourt County shall negotiate a cost sharing agreement to fund construction of the extension. The extension will be constructed by and owned by the Authority. Should the Authority decide not to participate in an extension to the System requested by Botetourt County within 1,000 feet of areas served by the Authority, Botetourt County may act on its own, functioning as a developer under the Authority's General Business Rules and

Regulations, with the same rights and responsibilities as any developer including compliance with the Authority's construction standards and eligibility to receive development credits. Upon completion, the constructed facilities shall be deeded to the Authority and shall become part of the System.

(c) Should Botetourt County decide to develop water or sewer facilities in areas more than 1,000 feet from areas served by the Authority, Botetourt County may act on its own, directly or through a community development authority. Upon completion, the constructed facilities may, at the sole discretion of Botetourt County, be deeded to the Authority and become part of the System or may be retained and operated by Botetourt County.

Section 6.5 Mandatory Connection and Industrial Pretreatment Requirements

(a) The Authority agrees to enforce Botetourt County's mandatory connection and industrial pretreatment requirements for water and sewer service within the Service Area, which Botetourt County agrees to maintain, as permitted by Virginia Code Section 15.2-2110; however, at a minimum, the Authority shall establish and Botetourt County shall concur in mandatory connection requirements as set out in Virginia Code Section 15.2-5137 and industrial pretreatment regulations as required by state and federal permits and regulations.

(b) If requested in writing by the Authority, Botetourt County agrees to obtain and maintain industrial pretreatment permit(s) for Botetourt County owned, controlled or leased facilities discharging to the sanitary sewer system.

Section 6.6 Capital Improvements

(a) The Authority agrees to undertake master planning and to make capital improvements, subject to Section 6.3 of this Agreement, to the System as it would for any other portion of the Authority's water and wastewater system based upon standard industry practice and asset management principles. Financing of improvements to the System will be

governed by the Authority's General Business Rules and Regulations and its Capital Plan and will be in the sole discretion of the Authority.

(b) The Authority agrees to design and construct water distribution and pumping facilities necessary to furnish potable water to the Greenfield Tank no later than nine (9) months after the acquisition of property necessary to locate the pumping facilities or the Effective Date, whichever is later, with such date to be extended by the Authority for causes beyond its reasonable control.

Section 6.7 Rates, Fees, & Charges

(a) The Authority's Board of Directors shall adopt a schedule of rates, fees and charges sufficient to operate and maintain the System, provide for capital improvements, and meet the obligations of assumed liabilities as set forth herein. Such payments shall be made exclusively from revenues received by the Authority from rates, fees and other charges paid by users of the System and available to it for such purpose.

(b) Initial rates, fees and charges adopted by the Authority's Board of Directors for sewer service, fire service, development actions including extensions, connections and new services, customer service and billing functions, and miscellaneous services in the Service Area shall be consistent with fees charged to customers in the City of Roanoke and Roanoke County. After the initial adoption, the rates, fees and charges described in this Section 6.6(b) shall change and be consistent with the rates, fees and charges adopted by the Authority's Board of Directors for customers in the City of Roanoke and Roanoke County.

(c) Initial rates, fees and charges adopted by the Authority's Board of Directors for water service in the Service Area shall be developed using the Authority's billing methodology that results in an average residential monthly charge of \$36.00 for 5,000 gallons consumption. After the initial adoption, the rates, fees and charges for water service shall remain unchanged until July 1, 2020; provided, however, that the Authority will be permitted to revise rates for its customers in Botetourt County to cover its obligations in the

event of an impending default under any of the Assumed Financing Agreements. By July 1, 2023, the Authority's Board of Directors shall adopt water service rates, fees, and charges in the Service Area consistent with the rates, fees and charges for water service adopted by the Authority's Board of Directors for customers in the City of Roanoke and Roanoke County.

Section 6.8 Personnel

It is the intent of Botetourt County that utility employees currently providing services in connection with the System who are in good standing with no pending disciplinary proceedings as of the Effective Date and whose positions will be terminated as of that date, shall be offered employment with the Authority. It is the intent of the Authority to offer such employment, with these utility employees enjoying substantially the same compensation, benefits, opportunities for promotion and responsibilities, including compliance with the Authority's Employee Handbook, as existing Authority employees. Initially, these Botetourt County employees will not be paid a salary less than their Botetourt County salary as of the Effective Date and will not be charged more for health insurance coverage that they are charged in Botetourt County as of the Effective Date..

Section 6.9 Annual Reporting

The Authority will provide Botetourt County with (i) a copy of the Authority's Comprehensive Annual Financial Report within thirty (30) days of approval by the Authority's Board of Directors, (ii) a copy of the Authority's annual Water Quality Report within thirty (30) days of publication, (iii) a copy of the Authority's Annual Budget within thirty (30) days of approval by the Authority's Board of Directors and (iv) notices of any advertisements for changes to rates, fees and charges that would affect Authority customers in Botetourt County.

ARTICLE VII

EFFECTIVE DATE

Section 7.1 Effective Date

The parties agree that the Effective Date of this Agreement shall be July 1, 2015.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Costs

The Authority shall be responsible for all recording fees, if any, incurred in connection with the conveyances to the Authority pursuant to this Agreement.

Section 8.2 Cooperation

The parties hereto agree to cooperate in making effective the transactions contemplated hereby, and each of them will, at the written request of the other, join in taking any action which, though not specified herein, may be reasonably required to be taken in order to consummate the transactions contemplated hereby.

Section 8.3 Further Assurances

From time to time after the Effective Date, Botetourt County and the Authority will execute such additional instruments of assignment and conveyance and other documents and take such other actions and/or execute such documents as may be necessary or appropriate to carry out the intent of this Agreement and to vest title or convey rights in and to the System in the Authority.

Section 8.4. Notices

Any and all notices herein provided for or relating to the transactions herein provided for will be in writing and will be deemed to have been sufficiently given to Botetourt County if delivered by hand or three (3) business days after having been mailed, postage prepaid, by first class mail, addressed to:

Botetourt County Board of Supervisors
1 West Main Street, Box 1
Fincastle, Virginia 24151
Attention: County Administrator

With a copy to:

Jim H. Guynn, Jr.
Guynn & Dillon, P.C.
415 College Avenue
Salem, VA 24153

and to the Authority if delivered by hand or three (3) business days after having been mailed, postage prepaid, by first class mail, addressed to:

Western Virginia Water Authority
601 S. Jefferson Street
Roanoke, Virginia 24011
Attention: Executive Director

With a copy to:

Harwell M. Darby, Jr.
Glenn, Feldmann, Darby & Goodlatte
P.O. Box 2887 (24001)
37 Campbell Avenue, S.W.
Roanoke, Virginia 24011

Section 8.5 Headings

Section and subsection headings in this Agreement are for convenience only and are not to be construed as a part hereof or in any way limiting or amplifying the provisions hereof.

Section 8.6 Entire Agreement; Modification

This Agreement constitutes and contains the entire agreement of the parties hereto and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter hereof and may not be modified, altered or changed in any manner whatsoever except by written agreement between the parties hereto signed by an authorized representative of the parties.

Section 8.7 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.8 Successors and Assigns

This Agreement will inure to the benefit of and be binding upon the successors of any party hereto, but no right or liability or obligation arising hereunder may be assigned or transferred by any party except by operation of law or only after receiving the prior written consent of the other party, such consent not to be unreasonably withheld.

Section 8.9 Governing Law

This Agreement and the transactions contemplated hereby will be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia.

Section 8.10 Survival of Representations, Warranties and Agreements

The representations, warranties and continuing agreements of Botetourt County and the representations, warranties and continuing agreements of the Authority made in this Agreement and in the documents delivered pursuant hereto will survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 8.11. Invalidation of Parts Shall Not Invalidate the Whole

In the event any part or provision of this Agreement shall be determined to be invalid, *ultra vires* or otherwise unenforceable, such determination shall be limited to the particular part or provision and shall have no effect whatsoever on the other parts and provisions of this Agreement.

[Remainder of Page Left Blank; Signature Page Follows]

[SIGNATURE PAGE TO COMPREHENSIVE AGREEMENT DATED AS OF
JULY 1, 2015 BETWEEN THE WESTERN VIRGINIA WATER AUTHORITY AND
BOTETOURT COUNTY, VIRGINIA]

IN WITNESS WHEREOF, Botetourt County and the Authority have caused this
Comprehensive Agreement to be executed in their names by their duly authorized officers as
of the date first above written.

ATTEST:

BOTETOURT COUNTY, VIRGINIA

By: Kathleen D. Guzi
Kathleen D. Guzi, Clerk to the Board

By: Dr. Donald M. Scothorn
Dr. Donald M. Scothorn, Chairman
Board of Supervisors

ATTEST:

WESTERN VIRGINIA WATER
AUTHORITY

By: Gayle Shrewsbury
Gayle Shrewsbury, Secretary

By: Shirley B. Holland
Shirley B. Holland, Chair

LIST OF EXHIBITS

- Exhibit A Amended and Restated Articles of Incorporation of the Western Virginia Water Authority
- Exhibit B List of Agreements Assigned to the Authority
- Exhibit C List of Obligations & Liabilities to be Transferred to the Authority
- Exhibit D List of Motor Vehicles to be Transferred to the Authority
- Exhibit E List of Equipment to be Transferred to the Authority
- Exhibit F Real Property and Easements to be Transferred to the Authority

EXHIBIT A

SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE WESTERN VIRGINIA WATER AUTHORITY

The Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Board of Supervisors of Franklin County, Virginia, and the Board of Supervisors of Botetourt County, Virginia, as well as the Board of Directors of the Western Virginia Water Authority, have by concurrent resolutions adopted the following Second Amended and Restated Articles of Incorporation of the Western Virginia Water Authority, pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2 of the 1950 Code of Virginia as amended) (the “Act”).

ARTICLE I

The name of the Authority shall be the Western Virginia Water Authority (the “Authority”) and the address of its principal office is 601 South Jefferson Street, Roanoke, Virginia 24011.

ARTICLE II

The names of the political subdivisions participating in the Authority are Roanoke County, Virginia, the City of Roanoke, Virginia, Franklin County, Virginia, and Botetourt County, Virginia, (collectively the “Localities”), each of which hereby acknowledges, covenants, and agrees that these Second Amended and Restated Articles of Incorporation shall not be further amended or changed without the express agreement of each of the governing bodies of each of the Localities. None of the following actions shall be taken or permitted to occur by the Board of the Authority without the affirmative vote of a majority of the members from the City of Roanoke and Roanoke County.

- (1) The inclusion of additional political subdivisions in the Authority; and
- (2) Additional agreement with other political subdivisions, entities, or persons, for the bulk sale of surplus water or for the acceptance and treatment of waste water.

ARTICLE III

The Board of the Authority shall consist of eight (8) members. The names, addresses, and terms of office of the initial members of the reconstituted Board of the Western Virginia Water Authority are as follows:

The initial term of each member shall start on the date of issuance by the Virginia State Corporation Commission of a certificate of joinder or restatement and expire on the date indicated below.

<u>Name</u>	<u>Address</u>	<u>Expiration of Term of Office</u>
Wayne F. Bowers	[REDACTED] (Roanoke City Appointee)	June 30, 2019
John P. Bradshaw, Jr.	[REDACTED] (Roanoke City Appointee)	June 30, 2017
Harvey D. Brookins	[REDACTED] (Roanoke City Appointee)	June 30, 2016
Donald L. Davis	[REDACTED] (Roanoke County Appointee)	June 30, 2018
Thomas C. Gates	[REDACTED] (Roanoke County Appointee)	June 30, 2019
Shirley B. Holland	[REDACTED] (Franklin County Appointee)	June 30, 2018
H. Odell Minnix	[REDACTED] (Roanoke County Appointee)	June 30, 2016

John B. Williamson, III

[REDACTED]
(Botetourt County Appointee)

June 30, 2017

Upon expiration of the foregoing terms of office, the governing body of the participating political subdivision that appointed the person whose term expired shall appoint, for the times set forth below, a person to be such participating political subdivision's appointee, which can be the same person whose term expired, and the total number of members for each participating political subdivision will be the number of members set forth opposite its name below:

Roanoke County – Three, for terms of four years each

City of Roanoke – Three, for terms of four years each

Franklin County – One, for a term of four years

Botetourt County – One, for a term four years

The governing body of each of the Localities shall be empowered to remove at any time, without cause, any member appointed by it and to appoint a successor member to fill the unexpired portion of the removed member's term, and shall be empowered to appoint a successor member to fill the unexpired term of a member such Locality appointed who may resign or no longer be able to serve.

Each Board member shall be reimbursed by the Authority for the amount of actual expenses incurred in the performance of Authority duties.

Upon expiration of the term of a member, such member will continue to serve until the governing body of the Locality appointing such member appoints a successor member, removes such member, or reappoints such member.

ARTICLE IV

The purposes for which the Authority is being reorganized are to exercise all the powers granted to the Authority to acquire, finance, construct, operate, manage and maintain water, waste water, sewage disposal, and stormwater control systems and related facilities pursuant to the Act. The Authority shall have all of the rights, powers, and duties of an authority under the Act.

It is not practicable to set forth herein information regarding preliminary estimates of capital costs, proposals for specific projects to be undertaken, or initial rates for services of the proposed projects.

ARTICLE V

The Authority shall serve Roanoke County, the City of Roanoke, Franklin County, and Botetourt County, Virginia, and, to the extent permitted by the Act and the terms of these Articles, such other public or private entities as the Authority may determine upon the terms and conditions established pursuant to appropriate contracts, either within or without Roanoke County, Virginia, the City of Roanoke, Virginia, Franklin County, Virginia, or Botetourt County, Virginia.

ARTICLE VI

The Authority shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each of the incorporating political subdivisions.

IN WITNESS WHEREOF the Board of Supervisors of Roanoke County, Virginia, the Council of the City of Roanoke, Virginia, the Board of Supervisors of Franklin County, Virginia, and the Board of Supervisors of Botetourt County, Virginia and the Board of Directors of the Western Virginia Water Authority have caused these Second Amended and Restated Articles of Incorporation to be executed in their respective names, and their respective seals have been affixed hereto and attested by the respective secretaries and/or clerks of each.

[SIGNATURE PAGE TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE TO SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION OF THE WESTERN VIRGINIA WATER AUTHORITY

WESTERN VIRGINIA WATER AUTHORITY

CITY OF ROANOKE, VIRGINIA

By: _____
Shirley B. Holland, Chair

By: _____
David A. Bowers, Mayor

Attest: _____ (SEAL)
Gayle Shrewsbury, Secretary

Attest: _____ (SEAL)
Stephanie M. Moon Reynolds, CMC,
City Clerk

ROANOKE COUNTY, VIRGINIA

FRANKLIN COUNTY, VIRGINIA

By: _____
P. Jason Peters,
Chairman, Board of Supervisors

By: _____
Cline Brubaker,
Chairman, Board of Supervisors

Attest: _____ (SEAL)
Deborah C. Jacks,
Deputy Clerk to the Board

Attest: _____ (SEAL)
Sharon K. Tudor, MMC,
Clerk to the Board

BOTETOURT COUNTY, VIRGINIA

By: _____
Dr. Donald M. Scothorn,
Chairman, Board of Supervisors

Attest: _____ (SEAL)
Kathleen D. Guzi,
Clerk to the Board

EXHIBIT B

Ashley Plantation Sewer Connection, A.R. Overbay and Sam Camp and Botetourt County, as modified by the Ashley Plantation Sewer Connection and Fee Reimbursement Procedures dated February 9, 2009 (the “Ashley Plantation Agreement”), Memorandum of Understanding executed July 13, 2012 between the Town of Buchanan and Botetourt County, relating to cooperation in the extension of utility services into areas of Botetourt County in the vicinity of the Town of Buchanan (“Buchanan/Botetourt Memorandum of Understanding”).

Bulk Water Sale Agreement approved by Authority’s Board of Directors February 20, 2014, between the Authority and Botetourt County (“Bulk Water Agreement”).

Agreement dated October 13, 1988 between Botetourt County and the City of Roanoke, Virginia, relating to certain investments in utility infrastructure and charges and credits for sewer treatment services (“Coyner Springs Agreement”).

Agreement made as of November 30, 2007 between Fralin & Waldron, Inc. and Botetourt County relating to the prepayments of certain water and sewer connection fees (“Daleville Town Center Connection Fee Agreement”).

Agreement between Botetourt County and James D. Fralin relating to certain free sewer connections in the Hollymeade Subdivision (“Fralin Properties Agreement”).

Sewage Treatment Contract dated as of July 23, 1982 between the Town of Iron Gate and the Botetourt County Service Authority, which contract has been assumed by Botetourt County and will be assumed by the Authority (“Iron Gate Agreement”).

Mutual Nondisclosure Agreement dated August 6, 2014 between the Authority and Botetourt County (“Mutual Nondisclosure Agreement”).

2003 Regional Wastewater Collection and Treatment Contract dated as of November 1, 2003, among the City of Roanoke, Botetourt County, Roanoke County, the City of Salem and the Town of Vinton, which was assigned by the City of Roanoke to the Authority by an Agreement for the Assignment of Contracts dated June 22, 2004 (“Regional Wastewater Contract”)

Agreement dated as of September 24, 2013 among Walnut Manor Water Company, Inc, D & S Developers, LLC, S.F. Construction Company, Inc., Sherman and Sally Foutz and Botetourt County, relating to the purchase of a water system and certain connection fee waivers in the Walnut Manor Subdivision (“Walnut Manor Agreement”).

[Need description of Greenfield Cell Lease.]

EXHIBIT C

“Assumed Financing Agreements” means Botetourt County’s Financing Agreement dated as of July 1, 1997 (the “1997 Financing Agreement”) with the Virginia Water Facilities Revolving Fund (#C-515164-02), pursuant to which Botetourt County issued its \$2,801,245.14 principal amount Water and Sewer System Revenue Bond, Series 1997 (the “1997 Revenue Bond”) (with an outstanding balance of \$758,956.37 as of the Effective Date), originally sold to the Virginia Water Facilities Revolving Fund pursuant to the 1997 Financing Agreement and as amended by First Amendment to the [1997] Financing Agreement; Botetourt County’s Financing Agreement dated as of August 1, 2004 (the “2004 Financing Agreement”) with Virginia Resources Authority (“VRA”), as Administrator of the Virginia Water Facilities Revolving Fund (#C-515317-01), pursuant to which Botetourt County issued its \$2,992,141.70 principal amount Water and Sewer System Revenue Bond, Series 2005 (the “2005 Revenue Bond”) (with an outstanding balance of \$1,976,116.65 as of the Effective Date), originally sold to VRA pursuant to the 2005 Financing Agreement; Botetourt County’s Financing Agreement dated as of June 1, 2005 (the “2005 Financing Agreement”) with VRA, as Administrator of the Virginia Water Facilities Revolving Fund pursuant to which Botetourt County issued its \$4,250,000 principal amount Water and Sewer System Revenue Refunding Bond, Series 2005 (the “2005 Revenue Refunding Bond”) (with an outstanding balance of \$2,315,000 as of the Effective Date), originally sold to VRA pursuant to the 2005 Financing Agreement; Botetourt County’s Financing Agreement dated as of April 15, 2011 (the “2011 Financing Agreement”) with VRA, pursuant to which Botetourt County issued its \$510,000 principal amount Water and Sewer System Revenue

Bond, Series 2011 (the “2011 Revenue Bond”) (with an outstanding balance of \$465,000 as of the Effective Date), originally sold to VRA pursuant to the 2011 Financing Agreement; Botetourt County’s Financing Agreement dated as of January 1, 2012 (the “2012 Financing Agreement”) with VRA, as Administrator of the Virginia Water Facilities Revolving Fund (#C-515487-02), pursuant to which Botetourt County issued its \$2,700,000 principal amount Water and Sewer System Revenue Bond, Series 2012 (the “2012 Revenue Bond”) (with an outstanding balance of \$2,533,131.06 as of the Effective Date), originally sold to VRA as Administrator of the Virginia Water Facilities Revolving Fund pursuant to the 2012 Financing Agreement; and, Botetourt County’s Financing Agreement dated as of January 1, 2013 (the “2013 Financing Agreement”) with VRA, as Administrator of the Virginia Water Facilities Revolving Fund (#C-515497-02) pursuant to which Botetourt County issued its \$1,169,808 principal amount Water and Sewer System Revenue Bond, Series 2013 (the “2013 Revenue Bond”) (with an outstanding balance of \$1,169,808.00 as of the Effective Date), originally sold to VRA, as Administrator of the Virginia Water Facilities Revolving Fund pursuant to the 2013 Financing Agreement.

“Assumed Revenue Bonds” means the water and sewer system revenue bonds issued by Botetourt County pursuant to the Assumed Financing Agreements.

EXHIBIT D

UTILITY FLEET VEHICLES

<u>YEAR</u>	<u>VIN#</u>	<u>MAKE</u>	<u>MODEL</u>
2004	3929	GMC	2500 PICKUP
2004	8558	GMC	K2500 PICKUP
2012	1660	CHEVROLET	1500 PICKUP
2006	5678	FORD	F250 PICKUP
2009	8054	CHEVROLET	2500 PICKUP
2010	5929	CHEVROLET	1500 PICKUP
2013	1541	CHEVROLET	1500 PICKUP
2004	0703	KENWORTH	DUMP TRUCK
2005	8251	CHEVROLET	4500 DUMP TRUCK

EXHIBIT E

UTILITY FLEET TRAILERS/MOWERS

<u>YEAR</u>	<u>VALUE</u>	<u>MAKE</u>	<u>MODEL</u>
2000	\$ 2,200	BRI MAR	SINGLE AXLE DUMP TRAILER
2003	\$ 10,000	KAUFMAN	BACKHOE TRAILER
1997	\$ 5,000	WELLS CARGO	6618 LEAK TRAILER
2008	\$ 10,000	HURST	7010 TRAILER
2009	\$ 40,000	OBRIEN	1034 JETTER TRAILER
2010	\$ 3,595	CARRY ON	2 AXLE DUMP TRAILER
2001	\$ 60,000	CASE	4 X 4 BACKHOE
	\$ 7,000	XMARK	44" 17HP MOWER
	\$ 7,000	XMARK	48" 21HP MOWER
	\$ 3,000	SITE LITE	SL 4000 SIGHT TOWER

EXHIBIT F

Parcel Description	Tax Map #	Acreage
10509--Wetherwood	100C(2)53&54	0.460
10709--Water tank behind Hardee's	101-174A	2.000
12906--Hollins/Strawberry Hill tank & tower *	106-95C	0.688
12946--VistaPark well	106B(4)W2	0.302
14802--EastPark water	108(13)5	14.00
14803--EastPark water tank	108(13)5A	0.771
18164--Eagle Rock sewage treatment plant	27A-100A	2.690
19125--Glen Wilton sewage treatment plant	4-29A	0.860
20047--Glen Wilton pump station	4A-46A	0.062
26601--Greenfield *	88-20	683.00
29300--VistaPark pump house lot	106B(4)W3	0.678
31310--Daleville water company/ 779 East	101-89	0.060
31311--Daleville water company/ 779 East	101-90	0.150
17752--Iron Gate	1A(2)SEC 150- 7&8	0.000
31504--Walnut Manor well lot #2	73-106W	0.279
11143--Forest Lake/HUB	101B(3)H1	6.580
11183--Forest Lake/HUB	101B(3)V	3.150
11184--Forest Lake/HUB	101B(3)V6	0.500
19840--Griffith Park water system	48A-A13	0
26345--Dal-Nita tank lot	87D(1)33A	0.024
26359--Dal-Nita well lot	87D(1)46A	0
26784--Keswick Farms well/tank	88B(2)1A	0
29482--Walnut Manor well lot #1	73(11)1W	0.868

*Hollins/Strawberry Hill water tank property may be subdivided from the cell tower site and transferred to the WWA's ownership.

*Greenfield water tank property will be subdivided from the larger Greenfield tract and transferred to the WWA's ownership.