

December 9, 2010

Mr. Julien Johnson
Southampton County Public Utilities
17287 Pittman Road
Boykins, VA 23827

Re: Contract to pump and haul sewage

Dear Mr. Johnson:

Southampton Real Estate, LLC, owns real estate located at 28319 Southampton Parkway, Courtland, Virginia. Stallings & Bischoff, P.C., is leasing a portion of that property from Southampton Real Estate, LLC, for the purpose of installing a temporary office. The parties are formally requesting a contract be drawn up to pump and haul the human sewage waste from the temporary office facility located at 28319 Southampton Parkway in Courtland, Virginia, to a certified treatment facility.

The property being developed at this property is not yet connected to the County's sewage system.

Yours truly,

SOUTHAMPTON REAL ESTATE, LLC

By: _____
Jack T. Randall, Member/Manager

STALLINGS & BISCHOFF, P.C.

By: _____

CONTRACT FOR PERMANENT PUMP & HAUL BETWEEN
VIRGINIA DEPARTMENT OF HEALTH, SOUTHAMPTON COUNTY,
SOUTHAMPTON REAL ESTATE, LLC, and STALINGS & BISCHOFF, P.C.

THIS AGREEMENT, made and dated December __, 2010, by and between the Commonwealth of Virginia Department of Health (“Department”); County of Southampton, Virginia, a body politic (“County”); Stallings & Bischoff, P.C. (“Tenant”); and Southampton Real Estate, LLC, owner of certain property located at 28319 Southampton Parkway, Courtland, Virginia.

WHEREAS, Part III, Article 2 of Virginia Sewage Handling and Disposal Regulations permit the disposal of sewage on a permanent “pump and haul” basis by a government entity upon execution of a contract between the government entity and the Department, and upon issuance of permits by the Commonwealth of Virginia Health Department for pumping and hauling for each sewage storage facility; and

WHEREAS, no practical economic method exists, under current circumstances, for the disposal of sewage from the facility referenced hereinabove, located in Southampton County, Virginia, except by pumping and hauling to a Department approved sewage disposal facility; and

WHEREAS, the Tenant and Owner have contracted with a private contractor holding a sewage handling permit to pump and haul sewage as required; and

WHEREAS, the County does guarantee to the Department that the Tenant and Owner shall comply with all applicable provisions and said regulations; and

THEREFORE, WITNESSETH: that for and in consideration of the requirements of said regulations, the issuance of pump and haul permits and sewage storage facility permits, and in consideration of the benefits accruing to the owners as a result thereof, the parties all agree as follows:

1. The owners shall have designed and constructed a sewage facility in accordance with Article 7 of the Virginia Sewage Handling and Disposal Regulations and shall apply to the Department for a permit for the sewage storage facility.
2. The County shall apply to the Department for a pump and haul permit to provide sewage collection and disposal services to the Tenant and Owner for so long as the facility is utilized and the County agrees to guarantee compliance by the Tenant and Owner with all applicable regulations concerning sewage collection and disposal services to the facility.
3. The County will assure pump and haul services to the facility are provided by a private contractor holding a sewage handling permit for such period that the structure and facilities are utilized or until connection can be made to an approved sewerage facility.

4. The Department, upon receipt of the application, and provided all applicable regulations are adhered to, will issue all permits required for the required sewage storage facility and pump and haul operation necessary to provide sewage collection and disposal from the site.
5. The County shall assure that all sewage pumped from the site will be transported and disposed of at an approved facility.
6. Nothing herein shall be construed to restrict the Department's ability to revoke the permit(s) for failure to comply with provisions to applicable statutes, the Sewage Handling and Disposal Regulations, or other applicable regulations..

WITNESS the following signatures and seals:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH

Date: _____

State Health Commissioner

SOUTHAMPTON COUNTY, VIRGINIA

Date: _____

County Administrator

STALLINGS & BISCHOFF, P.C.

Date: _____

Tenant

SOUTHAMPTON REAL ESTATE, LLC

Date: _____

Owner

SOUTHAMPTON COUNTY
AGREEMENT FOR PERMANENT PUMP & HAUL PERMIT

THIS AGREEMENT is made and entered into this ___ day of December, 2010, by and between Southampton Real Estate, LLC, (Owner) and Stallings & Bischoff, P.C., (Tenant) (collectively "Applicant"), and Southampton County Board of Supervisors.

WHEREAS, the Applicant, whose property is located at 28319 Southampton Parkway, Courtland, Virginia, is unable to connect to the County's septic system at this time and has to rely on a pump and haul system; and

WHEREAS, the Virginia Department of Health will approve a permanent pump and haul permit provided an agreement is entered into between the Southampton County Board of Supervisors (the County) and the Department guaranteeing that Southampton County will be responsible for the pump and haul system if approved for the said Applicant; and

WHEREAS, Southampton County is willing to accept such responsibility with the understanding that the said Applicant will provide a bond in the amount of Five Hundred Dollars (\$500.00), and further holds the County harmless for any and all costs incurred by Southampton County as a result of assuming the responsibility for the said Applicant's pump and haul system.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for the further consideration of the said Applicant posting a bond in the amount of Five Hundred Dollars (\$500.00), to be held in escrow, with the Southampton County Director of Utilities as Escrow Agent for the County, the County of Southampton does agree to be responsible for the pump and haul system for which said Applicant is seeking a permit from the Virginia Public Health Department.

The said Applicant agrees to pay unto the Southampton County Director of Utilities, the Escrow Agent for Southampton County, the amount of Five Hundred Dollars (\$500.00), which will be placed in an escrow account, and be used only by the County if the said Applicant does not maintain or service the pump and haul system for which the permit from the Virginia Public Health Department is being granted. The said Applicant, in addition to placing Five Hundred Dollars (\$500.00) to be held in escrow by the County, further agrees to indemnify the Southampton County Board of Supervisors for any further amounts that are incurred by the County, as a result of Southampton County accepting responsibility from the said Applicant for the pump and haul permit to be issued by the Virginia Public Health Department.

This permit may be modified in writing from time to time at the request of the County, depending upon further regulation being imposed on the said Applicant by the State Health Department or the Southampton County Department of Public Health, with respect to the governing and operation and maintenance of pump and haul system.

Further, if the said Applicant fails or refuses to operate and maintain said pump and haul system pursuant to Health Department regulations, the County reserves the right to notify the said Applicant and cancel said permit.

The County further agrees to notify the State Health Department of said breach and cancellation and request that the pump and haul permit be revoked.

WITNESS the following signatures and seals this ___ day of December, 2010.

APPLICANT:
SOUTHAMPTON REAL ESTATE, LLC

By: _____
Jack T. Randall, Owner

STALLINGS & BISCHOFF, P.C.

By: _____
_____, Tenant

SOUTHAMPTON COUNTY BOARD OF
SUPERVISORS

By: _____
Chairman

By: _____
Clerk to the Board

AGREEMENT

This Agreement is made this ____ day of December, 2010, by and between Spivey Rentals, Inc., (contractor); and Stallings & Bischoff, P.C., (tenant); and Southampton Real Estate, LLC, (owner) of real estate on 28319 Southampton Parkway, Courtland, Virginia, which is located in Southampton County, Virginia

WHEREAS the property owner has applied for a Pump and Haul sewage disposal permit, and;

WHEREAS, Spivey Rentals, Inc., (contractor) has agreed to pump and haul the septage from the septic tanks on the property of Southampton Real Estate, LLC; and

WHEREAS, the parties desire to set forth in writing their agreements.

NOW, THEREFORE, Spivey Rentals, Inc., (contractor) agrees to come to the property of Southampton Real Estate, LLC, and Stallings & Bischoff, P.C., to pump the septage from the storage tanks and to haul it by truck to _____, a permitted septage disposal facility, to dispose of it there, and to pay the fee for the same.

Southampton Real Estate, LLC, and Stallings & Bischoff, P.C., promises to promptly notify Contractor when the alarm system indicates the tanks need to be pumped, to grant access to the property, and to promptly pay for the service rendered.

Contractor agrees to notify the owner and tenant as promptly as possible of any changes in fees for disposal or for pumping and hauling. Either party may, upon 30 days written notice to the other, with a copy to the Southampton County Health Department, terminate this agreement.

SPIVEY RENTALS, INC.

_____(SEAL)
Contractor

STATE OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____
(contractor).

Notary Public

My commission expires: _____ Registration # _____

SOUTHAMPTON REAL ESTATE, LLC

By _____ (SEAL)
Jack T. Randall, Member/Manager (Owner)

STATE OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by Jack T. Randall, Member/Manager of Southampton Real Estate, LLC (owner).

Notary Public

My commission expires: _____ Registration # _____

STALLINGS & BISCHOFF, P.C.

By _____ (SEAL)
(Tenant)

STATE OF VIRGINIA
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, of Stallings & Bischoff, P.C., (tenant).

Notary Public

My commission expires: _____ Registration # _____