

# SOUTHAMPTON COUNTY

26022 Administration Ctr. Dr.  
P.O. Box 400  
Courtland, Virginia 23837



757-653-3015  
Fax: 757-653-0227

October 6, 2008

Mr. Charles B. Rowe, Attorney in Fact  
for Carolyn W. Drewry  
P.O. Box 99  
Courtland, VA 23837

RE: Lease of Disposal Site on Route 616 from  
Carolyn W. Drewry, Assignee of Herman W. Wade

Dear Mr. Rowe:

Attached herewith, for the consideration of your client, please find a draft lease/purchase agreement for the captioned property. The document provides for a new rental term corresponding with the expiration of the existing agreement, beginning on March 1, 2009 and ending five months later on July 31, 2009, with a rental payment of six hundred fifty dollars (\$650.00). Thereafter, with the advent of a new fiscal year on July 1, 2009, Southampton County will propose to acquire the site in fee simple for a lump sum of fifty thousand dollars (\$50,000.00), with closing to occur not later than July 31, 2009.

Thank you in advance for discussing this matter with Mrs. Drewry and informing me of her disposition. If she is agreeable with the proposed terms and provisions, please let me know and I'll be pleased to present it to the Board of Supervisors for their required consideration and action.

With kind regards, I remain

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Johnson", with a long horizontal line extending to the right.

Michael W. Johnson  
County Administrator

cc: Richard E. Railey, Jr.

THIS LEASE/PURCHASE AGREEMENT ("**Agreement**"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between CAROLYN W. DREWRY, widow, whose mailing address is P.O. Box 99, Courtland, Virginia, 23837, hereinafter referred to as "Landlord", party of the first part, and SOUTHAMPTON COUNTY, a political subdivision of the Commonwealth of Virginia, acting by and through its Board of Supervisors, hereinafter referred to as "Tenant", party of the second part:

WITNESSETH:

That for and in consideration of these presents and the mutual covenants and agreements herein contained, LANDLORD leases to TENANT the following prescribed real estate, to wit:

**"The Premises"**

All that certain lot or parcel of land lying situate and being on the southeastern side of Route 616 (Ivor Road) in the Berlin-Ivor Magisterial District, Southampton County, Virginia, identified as Tax Map parcel 22-38D, and designated as Tract IIA and shown to contain 1.01 acres on that certain map or plat entitled "PLAT SHOWING SUBDIVISION OF PROPERTY FOR CAROLYN WADE DREWRY", made October 23, 1995, and revised December 6, 1995 by S.V. Camp, III & Associates, Inc., a copy of which is of record in the Clerk's Office of the Circuit Court of Southampton County, Virginia, in Plat Book 20 at page 169, reference to which is hereby made for a more particular description of said property.

It being in all respects a portion of the property conveyed under PARCEL I in that certain Deed of Gift from Herman W. Wade and Lizzie S. Wade, his wife, to E. Oscar Drewry and Carolyn W. Drewry, husband and wife, as tenants by the entireties with the right of survivorship as at common law, dated June 13, 1990 and recorded July 11, 1990 in the Clerk's Office of the Circuit Court of Southampton County, Virginia, in Deed Book 340, Page 537. As a matter of information, the said E. Oscar Drewry died on December 22, 1992, survived by the said Carolyn W. Drewry.

1. BACKGROUND. Landlord owns that certain tract or parcel of land described herein above, together with all rights and privileges arising in connection therewith. Tenant desires to lease and operate the existing Solid Waste Convenience Center located on the Property. Landlord desires to lease to Tenant the right to use the Property to operate the Solid Waste Convenience Center in accordance with this agreement.
2. PERMITTED USE. Tenant may use the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of a Solid Waste Convenience Center (collectively, the "**Facility**"); Tenant shall further have the right and obligation to add, modify and/or replace

equipment in order to be in compliance with any current and future federal, state, or local law, rule, statute, ordinance and/or regulation applicable to the Facility (collectively, the “**Permitted Use**”). Tenant has the right to operate the Facility and to make improvements, alterations, upgrades, or additions appropriate for Tenant’s use, including but not limited to the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with any and all current and future governmental laws, rules, statutes, ordinances and regulations relating to its use of the Facility on the Property.

3. TERM. The term of this lease shall commence on the 1st day of March, 2009 and end on July 31, 2009.
4. RENT. Commencing on March 1, 2009 (the “**Commencement Date**”) and continuing through the Term of the Agreement, Tenant will pay the Landlord a rental payment of six hundred and fifty dollars (\$650.00), which shall be paid not later than February 28, 2009.
5. INSURANCE. Tenant will carry during the Term, at is own cost and expense, appropriate insurance to protect the Tenant, the Tenant’s contractors or assigns, and the Landlord from and against any and all claims, liabilities and damages which may arise under the Agreement, including without limitation, any and all claims, liabilities and damages for bodily injury, for accidental death, and for property damage caused by the acts or omissions of the Tenant, its agents, officers, employees, contractors, subcontractors, representatives, and invitees, and their respective heirs, administrators, successors and assigns. The Tenant shall cause the Landlord to be named as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages which may arise out of or result from Tenant’s performance and the Tenant’s other obligations under the Agreement, whether performed or furnished by the Tenant, any contractor, or subcontractor. The Tenant shall secure and maintain in full force and effect during the Term of the Agreement insurance coverage as follows:
  - (a) Worker’s Compensation as required by the laws of the Commonwealth of Virginia;
  - (b) Commercial General Liability, combined single limit of \$1,000,000 each occurrence and \$3,000,000 aggregate limit. The Commercial General liability insurance shall be issued under a broad form endorsement and shall include coverage for premises operations liability and contractual liability;
  - (c) Excess Liability Umbrella, \$3,000,000 each occurrence and \$3,000,000 aggregate limit and shall be in form which provides coverage over commercial general liability and automobile liability insurance; and
  - (d) Automobile Liability, combined single limit of \$1,000,000 each occurrence.

6. INDEMNIFICATION. Tenant shall at all times comply with all applicable laws, bylaws, statutes, ordinances, rules and regulations of local, state and federal government authorities now or hereafter in force and effect relating to the Facility and/or the installation, maintenance, location, use, operation, and removal of improvements authorized herein. Tenant further agrees that it shall fully indemnify Landlord and defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses arising from installation, use, maintenance, operation, repair or removal of the Facility, resulting from either the Tenant's past or future operation of the facility, except to the extent attributable to the gross negligence or intentional act or omission of the Landlord.
7. WARRANTIES. Tenant and Landlord each acknowledge and represent that it is in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below. Landlord represents and warrants that as long as Tenant is not in default, then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises and non-exclusive right to access thereto. Landlord warrants that it is seized of the demised real property in fee simple, has the right to make this lease, and that it shall not sell or otherwise transfer title to the premises, without prior written notice to Tenant, and such transfer shall be subject to the provisions of this lease.
8. MAINTENANCE/UTILITIES. Tenant will maintain the property in an appropriate state of repair, the appropriateness of said state of repair being solely vested in the discretion of Tenant. Tenant will be responsible for all utility charges for electricity, telephone service or other utility used or consumed by Tenant on the Premises. Landlord will reasonably cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant.
9. DEFAULT AND RIGHT TO CURE.
  - (a) The following will be deemed a default by Tenant and a breach of this Agreement:
    - (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay;
    - (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period provided that such efforts are prosecuted to completion with reasonable diligence. Delay in

curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: Landlord's failure to perform any term, condition, warranty or covenant applicable to Landlord under this agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct reasonable, documented, out-of-pocket costs of such cure from any monies due to Landlord from Tenant.

10. ASSIGNMENT/SUBLEASE. Tenant shall have the right to assign this agreement or sublease the Premises, the Facilities, and/or its rights herein, in whole or in part, without Landlord's consent, to any public solid waste authority organized and chartered in accordance with the laws of the Commonwealth of Virginia. If Tenant subleases the Premises, the rent received by Tenant shall not exceed the base rent paid by Tenant to Landlord as described in paragraph 4 herein above. Tenant shall not assign any monies due, or which become due under this Agreement, without the prior written consent of the Landlord, which consent may be withheld for any reason or for no reason.
11. PURCHASE AGREEMENT. Landlord hereby agrees to sell and Tenant hereby agrees to purchase the subject property for a lump sum of Fifty Thousand Dollars (\$50,000.00). Closing shall occur not later than July 31, 2009. Subject to the forgoing, Landlord covenants that she is seized of the land in fee simple and has the right to convey the same; that she has done no act to encumber the said land and that the same is free from all encumbrances whatsoever; that Tenant shall have quiet possession of the said land, and that she will execute such other assurances of title as may be requisite for a good and perfect title to said land.
12. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight

courier, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notices will be addressed as follows:

If to Tenant: County Administrator  
Southampton County  
P.O. Box 400  
Courtland, VA 23837

If to Landlord: Carolyn W. Drewry  
c/o Pulley & Rowe  
P.O. Box 99  
Courtland, VA 23837

Either party hereto may change the place for giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

13. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on thirty (30) business days prior written notice to the other party hereto.
14. MECHANICS' LIENS. Tenant will not subject Landlord's interest in the property to any mechanic's lien or any other lien whatsoever.
15. FORCE MAJEURE. Notwithstanding anything to the contrary in this Agreement, if Landlord or Tenant is delayed or prevented from performing any act which it is obligated to perform under this Agreement for causes beyond its reasonable control related to acts of nature, war, governmental restrictions, or the inability to procure the necessary labor or materials, then Landlord's or Tenant's time for performance for such obligations hereunder will be reasonably extended by the period during which Landlord or Tenant was unable to perform, and the non-performing party will have no liability to the other party on account of any such delay.
16. MISCELLANEOUS.
  - (a) **Amendment/waiver**. This agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in writing signed by both parties.

- (b) **Bind and benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
- (c) **Real estate taxes for improvements.** Landlord shall not be responsible for paying any real estate taxes directly related to site or building improvements constructed or installed by Tenant.
- (d) **Entire Agreement.** This Agreement and all the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supercede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
- (e) **Governing Law.** This agreement will be governed by the laws of the Commonwealth of Virginia.
- (f) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be effective as of the last date written below:

SOUTHAMPTON COUNTY

CAROLYN WADE DREWRY

\_\_\_\_\_  
 By: Dallas O. Jones  
 Chairman, Board of Supervisors

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
COUNTY OF SOUTHAMPTON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008 by **Dallas O. Jones**, Chairman of the Board of Supervisors, on behalf of Southampton County, Virginia.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

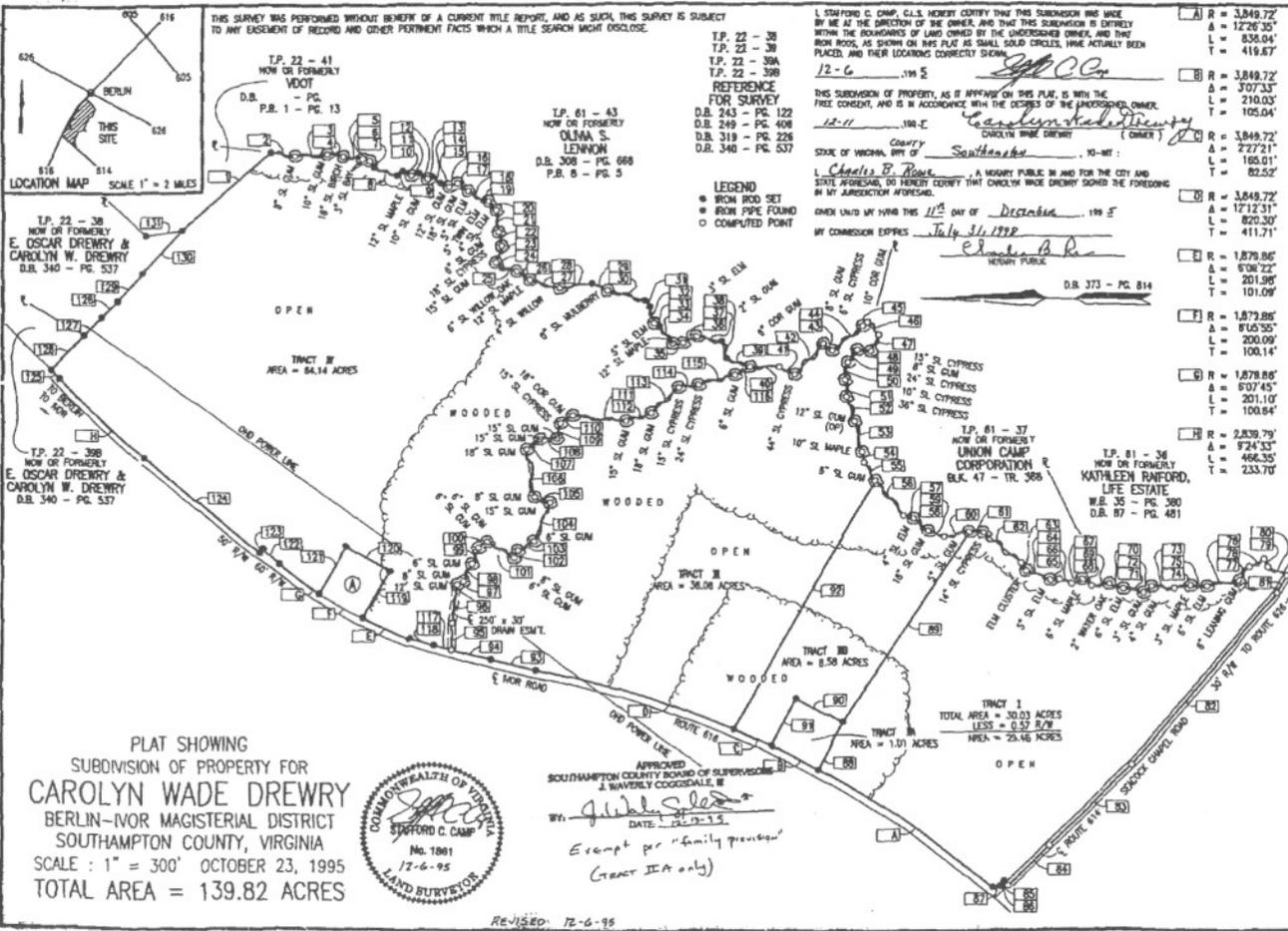
COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_ to-wit:

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008 by **Carolyn Wade Drewry**.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

95-243 20/169



PLAT SHOWING  
SUBMISSION OF PROPERTY FOR  
**CAROLYN WADE DREWRY**  
BERLIN-IVOR MAGISTERIAL DISTRICT  
SOUTHAMPTON COUNTY, VIRGINIA  
SCALE: 1" = 300' OCTOBER 23, 1995  
TOTAL AREA = 139.82 ACRES



APPROVED  
SOUTHAMPTON COUNTY BOARD OF SUPERVISORS  
DATE: 10-23-95  
W. J. [Signature]  
Except per family provision  
(Tract I & A only)

REVISED 12-6-95

VERIFICATION: In the Clerk's Office of the Circuit Court of Southampton County the 13th day of December, 1995, this plat showing property for Carolyn Wade Drewry in Berlin-Ivor Magisterial District was this day received and admitted to record.

Tests: [Signature] Clerk

1	R = 3,849.72	S 41° 13' 32" E	471.90	71	S 06° 37' 08" W	82.01
2	A = 1226.35	S 07° 42' 02" W	59.11	72	S 38° 28' 44" E	41.18
3	L = 836.04	S 04° 08' 18" E	128.31	73	S 08° 14' 08" W	92.31
4	T = 419.67	S 02° 53' 03" W	66.43	74	S 08° 15' 00" E	85.28
5	R = 3,849.72	S 07° 58' 43" W	79.49	75	S 01° 30' 54" W	85.13
6	A = 307.33	S 15° 30' 28" W	29.82	76	S 10° 20' 20" E	130.48
7	L = 210.03	S 54° 40' 12" W	31.16	77	S 48° 39' 27" E	68.31
8	T = 105.04	S 21° 05' 00" W	96.23	78	S 28° 08' 51" E	58.24
9	R = 3,849.72	S 37° 53' 21" E	28.85	79	S 6° 43' 58" W	34.32
10	A = 608.22	S 28° 11' 15" W	36.92	80	S 24° 12' 30" W	81.73
11	L = 2727.21	S 20° 48' 25" E	31.73	81	N 60° 11' 16" W	80.45
12	A = 165.01	S 34° 08' 26" W	42.07	82	N 49° 27' 02" W	894.39
13	L = 82.52	S 28° 07' 16" E	20.98	83	N 44° 23' 31" W	457.81
14	T = 101.09	S 36° 03' 45" W	40.75	84	N 44° 21' 04" W	225.14
15	R = 3,849.72	S 22° 42' 12" W	36.57	85	N 45° 38' 56" W	15.00
16	A = 12712.31	S 20° 30' 13" E	34.23	86	N 33° 02' 58" E	25.50
17	L = 820.30	S 36° 33' 16" W	51.69	87	N 09° 06' 44" W	28.57
18	T = 411.71	S 34° 13' 11" W	73.08	88	S 61° 57' 20" E	210.00
19	R = 1,879.86	S 01° 44' 03" W	20.57	89	S 56° 30' 45" E	904.40
20	A = 608.22	S 50° 27' 34" W	47.06	90	N 28° 28' 53" E	210.00
21	L = 101.09	S 82° 28' 07" W	89.39	91	N 61° 57' 28" E	210.00
22	T = 101.09	S 78° 25' 15" W	67.55	92	S 60° 12' 28" E	1135.54
23	R = 1,879.86	N 72° 14' 21" W	70.81	93	N 11° 48' 41" E	183.96
24	A = 670.55	S 42° 19' 09" W	34.82	94	N 12° 51' 43" E	184.14
25	L = 200.09	S 10° 54' 37" W	51.16	95	N 08° 40' 00" E	107.00
26	T = 100.14	S 31° 28' 28" W	62.39	96	S 81° 38' 01" E	150.81
27	R = 1,879.86	S 17° 35' 43" W	122.60	97	S 24° 24' 48" E	27.34
28	A = 607.45	S 09° 23' 51" E	129.84	98	S 44° 17' 52" E	78.28
29	L = 201.10	S 28° 13' 15" W	67.85	99	S 61° 57' 20" E	68.27
30	T = 100.84	S 14° 48' 52" W	156.37	100	S 33° 12' 58" E	44.98
31	R = 2,839.79	S 51° 48' 35" W	32.80	101	S 31° 06' 19" W	121.11
32	A = 924.33	S 73° 54' 16" W	89.59	102	N 61° 57' 28" E	33.75
33	L = 466.35	S 31° 23' 27" W	25.35	103	S 29° 53' 47" E	77.15
34	T = 233.70	S 55° 05' 33" W	85.51	104	S 68° 17' 49" E	168.46
35	R = 1,879.86	S 00° 57' 58" E	41.03	105	N 21° 37' 31" E	86.35
36	A = 607.45	S 28° 03' 50" E	63.65	106	N 80° 58' 23" E	194.80
37	L = 201.10	S 10° 58' 56" W	97.03	107	S 38° 19' 33" E	67.89
38	T = 100.84	S 73° 41' 57" W	72.85	108	S 01° 15' 27" E	65.53
39	R = 2,839.79	S 27° 54' 45" W	86.07	109	S 78° 23' 28" E	64.54
40	A = 924.33	S 00° 54' 08" W	113.47	110	S 31° 55' 57" E	56.48
41	L = 201.10	S 24° 29' 10" W	70.77	111	S 08° 05' 54" W	215.47
42	T = 100.84	S 47° 15' 30" E	166.53	112	S 18° 56' 02" E	105.50
43	R = 1,879.86	S 38° 13' 27" W	44.30	113	S 42° 48' 49" E	151.30
44	A = 607.45	S 38° 48' 27" E	188.31	114	S 07° 45' 09" E	78.78
45	L = 201.10	S 39° 48' 21" E	18.00	115	S 16° 37' 28" E	150.95
46	T = 100.84	S 53° 42' 39" W	86.05	116	S 36° 35' 47" E	54.81
47	R = 1,879.86	N 65° 17' 28" W	71.70	117	N 13° 51' 44" E	71.85
48	A = 607.45	N 05° 00' 00" E	53.72	118	N 18° 03' 32" E	98.41
49	L = 201.10	N 54° 22' 14" W	83.96	119	S 60° 19' 28" E	218.00
50	T = 100.84	N 81° 56' 48" W	72.82	120	N 29° 40' 32" E	200.00
51	R = 1,879.86	S 88° 17' 12" W	68.53	121	N 60° 19' 28" W	218.00
52	A = 607.45	S 71° 37' 18" W	104.52	122	N 38° 51' 14" E	87.20
53	L = 201.10	S 79° 51' 55" W	129.14	123	N 51° 08' 46" W	2.00
54	T = 100.84	S 78° 19' 35" W	44.03	124	N 38° 51' 14" E	608.47
55	R = 1,879.86	S 80° 28' 00" W	88.87	125	N 48° 15' 41" E	50.60
56	A = 607.45	S 51° 55' 59" W	180.83	126	S 48° 02' 30" E	191.80
57	L = 201.10	S 15° 30' 45" W	41.32	127	S 47° 17' 53" E	79.08
58	T = 100.84	S 38° 54' 33" W	77.98	128	S 47° 17' 53" E	115.58
59	R = 1,879.86	S 29° 18' 65" W	62.25	129	S 47° 17' 53" E	153.08
60	A = 607.45	S 10° 07' 08" E	104.03	130	S 47° 17' 53" E	236.50
61	L = 201.10	S 04° 19' 59" W	56.17	131	S 08° 28' 19" E	152.38
62	T = 100.84	S 39° 16' 07" W	108.81			
63	R = 1,879.86	S 37° 04' 55" W	36.65			
64	A = 607.45	S 22° 45' 45" W	101.85			
65	L = 201.10	S 06° 11' 44" E	37.28			
66	T = 100.84	S 29° 12' 51" W	48.32			
67	R = 1,879.86	S 22° 08' 25" E	48.17			
68	A = 607.45	S 37° 31' 22" W	46.11			
69	L = 201.10	S 05° 18' 01" E	72.45			
70	T = 100.84	S 18° 18' 42" W	58.12			

BY: S. CAMP, II & ASSOCIATES, INC.  
CORP., LAND SURVEYORS  
114 N. 2ND ST.  
ROANOKE, VA 24050

**PULLEY & ROWE**  
ATTORNEYS AT LAW  
22312 MAIN STREET  
P. O. BOX 99  
COURTLAND, VIRGINIA 23837

JUNIUS W. PULLEY (1913-1970)  
F. BERT PULLEY (1951-1999)

CHARLES B. ROWE

September 9, 2008

**HAND DELIVERED**

TELEPHONES  
757/653-2232  
757/653-2995  
FAX 757/653-9508

Mr. Michael W. Johnson  
Southampton County Administrator  
P. O. Box 400  
Courtland, VA 23837

RE: Lease of Disposal Site on Route 616 from  
Carolyn W. Drewry, Assignee of Henry W. Wade

Dear Mike:

The purpose of the letter is to confirm our telephone conversation earlier today on this matter, and our agreement that under its terms the lease will terminate on February 28, 2009 (it being a ten year lease extension which began on March 1, 1999). Even though under the foregoing, no notice of termination is required, as a precaution, should our assumptions and understandings be wrong, I hereby, on behalf of Mrs. Drewry, give notice of termination.

Please execute the certificate on the copy and return same to me.

Yours very truly,



Charles B. Rowe,  
Attorney in Fact for  
Carolyn W. Drewry

CBR/ser  
Enclosure