

SALES AGREEMENT

THIS AGREEMENT is made and executed this ____ day of _____, 2015, by and between the HARRISON COUNTY COMMISSION, a political subdivision of the State of West Virginia, and the CLARKSBURG WATER BOARD, a political subdivision of the State of West Virginia and a municipal corporation of the City of Clarksburg, West Virginia, *witnesseth that:*

WHEREAS, the Clarksburg Water Board ("the Board") owns and operates a public water utility serving customers in certain areas of Harrison County, West Virginia; and,

WHEREAS, the capital plant of the Board includes three run-of-the-river dams located in Harrison County which are no longer used or useful in the production and distribution of treated water, and are therefore obsolete; and,

WHEREAS, best management practices of the Board include disposal of obsolete capital assets in order to protect the rate payers of the Board from unnecessary costs and liabilities; and,

WHEREAS, the Harrison County Commission ("the Commission") by Resolution, has requested that the Board convey to the Commission in fee simple the three obsolete dams; and,

WHEREAS, the Board may and wishes to convey to the Commission all of its rights, duties, title and interest in and to the aforesaid three dams, subject to the terms and conditions included in this Agreement; and

WHEREAS, the Commission wishes to and may accept this conveyance subject to the terms and conditions included in this Agreement

NOW, THEREFORE, for and in consideration of the sum of ten and 00/100 dollars (\$10.00), the receipt of which is hereby acknowledged, the Board does hereby bargain, sell, assign, transfer and convey unto the Commission:

1. All of its right, title and interest in and to and regarding the real property and fixtures of the Board located at and described as:
 - a. Highland Dam (DBV/P)
 - b. Two-Lick Dam (DBV/P)
 - c. Milford Dam (DBV/P)

2. All rights, duties and liabilities that may burden these real properties, including, but not limited to, an Agreement made between the Board and United States Department of the Interior, U.S. Fish and Wildlife Service (Landowner Agreement WVFO-FY 15-29), dated March 15, 2015. The Commission acknowledges that the fee simple conveyance of this real property includes full conveyance of the rights and duties arising under this Agreement.



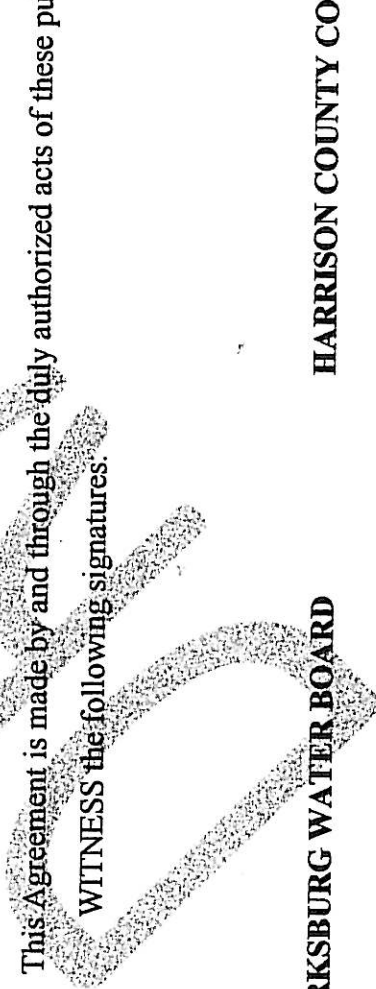
In exchange for and in contemplation of this conveyance, the Commission agrees that it will, now and for as long as it holds title, take all necessary and reasonable actions to properly operate and maintain the conveyed facilities and to protect the public from harm arising from these facilities, including, but not limited to, constant, adequate and effective warning of dangers arising upon and around the dams.

The Commission further agrees to and shall accept a transfer of all federal and/or state regulatory permits and requirements arising or that may arise from ownership and operation of the dams, and to maintain strict compliance with these requirements.

The Commission further agrees to maintain adequate real property and general liability insurance policies regarding the conveyed properties, including, but not limited to, specific inclusion/listing of the dams in its inventory of insured real property, a general liability policy with primary coverage limits of One Million Dollars, and an umbrella/excess liability policy with coverage limits of no less than Five Million Dollars. The Commission shall maintain with the Board a current Certificate of Insurance certifying compliance with these insurance standards.

The Board shall prepare and present instruments effecting these fee simple conveyances, which shall be lawfully executed by these Parties. The Commission shall record said instruments as a public record.

This Agreement is made by and through the duly authorized acts of these public bodies.
 WITNESS the following signatures.



CLARKSBURG WATER BOARD

HARRISON COUNTY COMMISSION

By: _____

By: _____