

## **SILVER LAKE AGREEMENT**

This Silver Lake Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF HARRISONBURG, VIRGINIA, a Virginia municipal corporation (the “City”), and the TOWN OF DAYTON, VIRGINIA, a Virginia municipal corporation (the “Town”).

### **RECITALS:**

- A. The City owns Silver Lake in Rockingham County, Virginia.
- B. The Town has drawn water from Silver Lake to provide water to the residents and businesses located within the Town since 1915.
- C. The Town previously entered into a 99 year lease with the Silver Lake Improvement Company, Inc., the predecessor in interest to the City in order to withdraw water from Silver Lake. This lease term commenced on August 2, 1915 for a term of 99 years, which term shall shortly expire.
- D. The Town desires to continue to draw water from Silver Lake to provide water to the residences and businesses located within the Town.

NOW, THEREFORE, for and in consideration of the promises and mutual benefits and covenants contained herein, the City and Town agree as follows:

- 1. Subject to paragraph two, the Town shall be allowed to withdraw water as needed from Silver Lake.
- 2. The first 1.5 million gallons per day of water from Silver Lake will always be available to the City upon notice to the Town of Dayton. This would be in effect if the City needs the water for any reason, including drought conditions or if any other City water source is unavailable for any reason.

3. The Town shall pay to the City \$1,100 per month in consideration for taking water from Silver Lake.

4. The Town has installed a well screen at the 5 foot by 2 foot cave that leads to the Town's pump. This limits access by the City to the clear water that the City wants. The Town shall cooperate in providing access to the Spring by allowing the City to join in to the Town's pumping infrastructure or otherwise providing access that is acceptable to the City.

5. This Agreement shall be for a term of six months, and thereafter shall be on a month to month basis until terminated by either party upon 30 days written notice.

6. This Agreement embodies the entire contract and agreement between the parties and there are no other agreements or understandings, oral or written, between the City and Town except as recited herein. No amendment of this Agreement shall be valid unless in writing and signed by the parties thereto.

IN WITNESS WHEREOF, each of the undersigned has caused this Silver Lake Agreement to be signed on their behalf by their duly authorized representative.

CITY OF HARRISONBURG, VIRGINIA

By: \_\_\_\_\_  
Kurt D. Hodgen

Its: City Manager

Approval as to form:

By: \_\_\_\_\_  
Chris Brown

Its: City Attorney

TOWN OF DAYTON, VIRGINIA

By: \_\_\_\_\_  
John D. Crim

Its: Town Superintendent

Approval as to form:

By: \_\_\_\_\_  
Jason J. Ham

Its: Town Attorney