

THIS ASSIGNMENT, made and entered into this ____ day of _____, 2014, by and between THE COUNTY OF SHENANDOAH, VIRGINIA, through and acting by its Board of Supervisors, Party of the First Part, (hereinafter "Seller"); PEOPLE INCORPORATED OF VIRGINIA, a Virginia non-profit corporation, Party of the Second Part (hereinafter "Purchaser"); and SAAA PROPERTIES, LLC, a non-profit Virginia limited liability company, Party of the Third Part (hereinafter "Assignor");

RECITALS:

WHEREAS, on the 30th day of June, 2011, the Seller and the Assignor entered into a contract whereby the Seller agreed to sell and the Assignor agreed to buy two certain tracts of land, one containing 0.781 acres and another containing 2.053 acres, the latter tract being improved by a 3-story brick building and another 1-story frame building, both of which having previously been used as school property; and

WHEREAS, the Assignor intended to provide housing for the elderly and disabled on the 0.781 acre tract and utilize the old school property for community health and wellness programs and other programs benefitting the public at large; and

WHEREAS, Assignor is no longer able to perform and wishes to withdraw from the contract and the Purchaser agrees to take over for the Assignor that portion of the contract relating to the purchase of the 0.781 acre tract and to provide housing for the elderly and disabled on said property.

NOW THEREFORE, for and in consideration of the covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereby agree as follows:

1. Seller hereby agrees to sell and Purchaser hereby agrees to purchase, through its affiliate, the 0.781 acre tract of land, pursuant to the same terms and conditions contained in the prior contract of June 30, 2011.

2. Purchaser agrees that it will, through an affiliate non-profit corporation, construct housing for the elderly and disabled on said property.

3. Settlement shall be made at a mutually agreed upon location on or before the ____ day of _____, 2014.

4. Seller and Assignor hereby mutually release each other from any further rights or obligations derived from the June 30, 2011 contract.

5. Assignor consents to the agreement between the Seller and the Purchaser and further assigns all of its rights under the June 30, 2011 contract to the Purchaser.

6. Each of the parties herein covenant, agree and acknowledge that all portions of the prior contract relating to the sale and purchase of the 2.053 acre tract of land (the former school building) and the development of said property for public interest programs is expressly null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the latter of the dates set forth below, which date shall be inserted in page 1 of this Agreement.

COUNTY OF SHENANDOAH, VIRGINIA

By: _____ {SEAL}
Mary T. Price, County Administrator

STATE OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Mary T. Price, County Administrator.

Notary Registration Number

Notary Public

My commission expires: _____

PEOPLE INCORPORATED OF VIRGINIA.

By _____
Robert G. Goldsmith, President/CEO

STATE OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September 2012 by Robert G. Goldsmith, President/CEO of People Incorporated of Virginia, on behalf of the corporation.

Notary Registration Number

Notary Public

My commission expires: _____

SAAA PROPERTIES, LLC

By _____

STATE OF VIRGINIA
CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of September 2012 by _____, _____ of SAAA Properties, LLC, on behalf of the corporation.

Notary Registration Number

Notary Public

My commission expires: _____