

VEHICLE DONATION AGREEMENT

This Vehicle Donation Agreement (the “Agreement”) is entered into as of _____ and sets forth agreements by and between **FOOD LION, LLC**, a North Carolina limited liability company (“Donor”) and **ROWAN COUNTY, NORTH CAROLINA**, a body politic (“Recipient”). Donor and Recipient are referred to collectively as the “Parties.”

WHEREAS, Donor owns and possesses that certain 2014 Chevrolet Malibu VIN 1G11B5SL8EF119852 (the “Vehicle”);

WHEREAS, Donor has elected to dispose of the Vehicle and Recipient has requested that Donor make a gratuitous transfer of ownership of the Vehicle to Recipient for use by the Rowan County Mid-Carolinas Airport Authority;

WHEREAS, the Parties have agreed that Donor shall make a gratuitous transfer of the Vehicle to Rowan County and Recipient shall accept transfer of the Vehicle upon the terms and conditions herein;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Section 1. Transfer of Ownership and Possession of Vehicle.

1.1. Donor shall deliver possession of the Vehicle and State of North Carolina Certificate of Title for the Vehicle not later than ten (10) days after execution of this Agreement and that certain Bill of Sale for the Vehicle (the “Delivery Date”).

1.2. The Parties acknowledge and agree that the Vehicle shall be delivered by Donor in its “AS-IS, WHERE-IS” condition and shall be accepted by Recipient in such condition.

Section 2. Post-Delivery Matters.

2.1. Recipient shall not operate, use, or permit any person to operate or use the Vehicle for any purpose whatsoever until after Recipient shall have properly transferred the North Carolina Certificate of Title and appropriate vehicle registration to Recipient and bound insurance coverage therefor in accordance with applicable law or regulation.

2.2. Recipient agrees to indemnify Donor for, and to hold Donor harmless against, any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the Vehicle on the Delivery Date and at all times thereafter, including the costs and expenses (including reasonable legal fees and expenses) of defending itself against, or investigating, any claim or liability in connection with this Agreement. The obligation to indemnify as set forth in this Section 2.2 shall survive the termination of this Agreement.

Section 3. Notices.

All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, shall be delivered via U.S. Certified Mail, Return Receipt Requested or via nationally recognized overnight courier, and shall be deemed to have been duly given on the date of delivery:

To Donor: Food Lion, LLC
2110 Executive Drive
Salisbury, North Carolina 28147
Attention: President

with simultaneous copy under separate cover to:
Food Lion, LLC
c/o Retail Business Services, LLC
2110 Executive Drive
Salisbury, North Carolina 28147
Attention: Senior Vice President, Legal Affairs

To Recipient: Rowan County, North Carolina
130 West Innes Street
Salisbury, North Carolina 28144
Attention: County Manager

Either party may change its address for purposes of this Section 3 by giving the other party written notice of the new address in the manner set forth above.

Section 4. Miscellaneous.

4.1 This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

4.2 Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

4.3 No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

4.4 No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

4.5 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

4.6 Nothing herein expressed or implied is intended or shall be construed to give any person other than the Parties hereto any rights or remedies under this Agreement.

4.7 This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

4.8 This Agreement may be executed via ink or electronic signature in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

4.9 This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

FOOD LION, LLC, a North Carolina limited liability company

By: _____
Name: _____
Title: _____

ROWAN COUNTY, NORTH CAROLINA,
a body politic

By: _____
Name: _____
Title: _____