WATER AND SEWER AGREEMENT

THIS WATER AND SEWER AGREEMENT (hereinafter referred to as the “Agreement”) is hereby entered into this \_\_\_\_\_ day \_\_\_\_\_\_\_, 2019, by and between WHEELER & WHEELER, INC., a Delaware corporation operating as West End Motors (hereinafter referred to as the “Owner”), and the TOWN COUNCIL OF LOVETTSVILLE, VIRGINIA, a municipal corporation (hereinafter referred to as the “Town”).

W I T N E S S E T H

WHEREAS, the Owner is the owner of 1.4715 acres of land located at 12842 Berlin Turnpike and situated in Loudoun County, Virginia (hereinafter referred to as the “Property”), consisting of Loudoun County PIN # 371-49-5463-000; and

WHEREAS, the Owner operates a gas station, convenience store, automobile repair shop and car/truck sales and rental facility on the property; and

WHEREAS, these businesses are part of the Lovettsville business community whose customer base is largely composed of Lovettsville residents and citizens; and

WHEREAS, the Property is located outside but adjoining the incorporated limits of the Town; and

WHEREAS, the Town and the Owner anticipate that the Property will be annexed into the corporate limits of the Town in the future, pursuant to the Town’s annexation policy; and

WHEREAS, the Owner hereby requests the Town to provide water and sewer service to the Property; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Owner and the Town agree as follows:

1. All service lines for the provision of water and sewer to the Property shall be extended to the Property from the existing Town mains located along Lutheran Church Road west of Route 287, subject to the final design, at the expense of the Owner, and consists of a sewer connection and a water service connection sized in accordance with the Town’s Water Meter Sizing Form. These connections are intended to serve the various businesses and structures on the site.

2. All water and sanitary sewer lines and appurtenances, wherever located, shall be constructed and installed by the Owner according to Town standards, as applicable.

3. All public water mains and sewer lines on the Property to be maintained by the Town of Lovettsville shall be placed within access easements conveyed by the Owner to the Town by deed in a form approved by the Town Attorney. All offsite easements required from other entities will be obtained by the Owner at its expense. The easements shall be conveyed free and clear of any and all liens and encumbrances at no cost to the Town and shall be in a form approved by the Town Attorney. The Town agrees to assist in obtaining/granting appropriate easements across the County Fire Station property.

4. All public water and sewer infrastructure on the Property and on any other property in the easements conveyed to the Town, unless otherwise specifically designated herein, shall be dedicated to and owned by and maintained by the Town at Town expense. The Town shall own all public water and sewer improvements required to provide service to the Property that are not located on the Property, provided that they are located within appropriate easements.

5. All water and sewer lines required hereunder shall be constructed and installed by Owner generally in accordance with the conceptual plans prepared by Zicht & Associates, PLC, dated, June 10, 2019, and as amended (the “Conceptual Plans”) which is attached hereto as Attachment A and incorporated by reference. The precise locations of the water and sewer lines shall be shown on detailed construction plans and may be modified by the Owner due to final engineering and design considerations, provided that the locations, pipe sizes, materials and other pertinent details of the water and sewer lines shall be designed in accordance with Town standards subject to review and approval of the final site plan(s) by the Town.

6. The Owner shall pay the usual and customary Water and Sewer Availability and Connection (i.e., permit and meter) fees for the water and sewer connections at the time of connection.

7. Prior to construction of the proposed improvements, the Owner will post a public works construction completion bond, or enter into the Town’s customary performance agreement (a copy of which is attached hereto as Attachment B) requiring satisfactory completion of all public improvements required by the approved construction plans.

8. The Town shall provide water and sewer service to the Property as an out-of-town customer of the Town’s water/sewer system unless and until the Property is annexed into the corporate limits of the Town. If and when the Property is so annexed, in-town water and sewer usage rates then in effect shall apply.

9. Any Town-wide restrictions to water use properly and legally authorized by the Town will be observed by the Owner.

This agreement shall take effect upon signature and shall be binding upon governmental successors and assigns of the parties hereto. This agreement may not be assigned to a non-governmental entity. No assignment of this agreement may be made without the written approval of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the Town by the Town Manager and on behalf of the Wheeler & Wheeler, Inc. by its President.

[SIGNATURES ARE CONTAINED ON FOLLOWING PAGE]

**TOWN OF LOVETTSVILLE, VIRGINIA** Approved as to form:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Robert G. Ritter, Jr., Town Manager Elizabeth D. Whiting, Town Attorney

STATE OF VIRGINIA:

Subscribed, sworn to and acknowledged before me a Notary Public, this\_\_\_day of\_\_\_\_\_\_\_2019 by Robert G. Ritter, Jr., Town Manager of Lovettsville, Virginia.

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

My Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WHEELER & WHEELER, INC.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ashley S. Wheeler, President

STATE OF VIRGINIA:

Subscribed, sworn to and acknowledged before me a Notary Public, this\_\_\_day of\_\_\_\_\_\_\_2019 by Ashley S. Wheeler, President of Wheeler & Wheeler, Inc.

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

My Commission Expires\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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