

BOARD OF SUPERVISORS

Agenda Item

Meeting Date:	September 7, 2016
Title:	Authorize the Interim County Administrator to Execute Sewer and Water Pro-Rata Credit Reimbursement Agreements
Department:	Utilities
Staff Contact:	Jason Towery, Acting Director of Utilities
Board Committee/ Other BACC:	N/A
Staff Recommendation:	Approval
Budget Impact:	N/A
Time Sensitivity:	N/A

ATTACHMENTS:

1.	Background Report	4.	Draft Water Pro-Rata Agreement 1
2.	Proposed Resolution R16-264	5.	Draft Water Pro-Rata Agreement 2
3.	Draft Sewer Pro-Rata Agreement	6.	Westlake Subdivision Exhibit

<input checked="" type="checkbox"/>	Consent Agenda	<input type="checkbox"/>	Other Business	<input type="checkbox"/>	Unfinished Business
<input type="checkbox"/>	Discussion	<input type="checkbox"/>	Presentation	<input type="checkbox"/>	Work Session
<input type="checkbox"/>	New Business	<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Add-On

REVIEW:

<input checked="" type="checkbox"/>	County Administrator	<i>C. Douglas Baume</i>
<input checked="" type="checkbox"/>	County Attorney	<i>Charles L. Thomas</i>
<input checked="" type="checkbox"/>	Finance and Budget	<i>Maria J. Penick</i>

DISTRICT:	Hartwood
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BACKGROUND REPORT

Proposed Resolution R16-264 seeks Board authorization for the Interim County Administrator to sign a Sewer Pro-Rata Credit Agreement and two Water Pro-Rata Credit Agreements with Westlake Development, LLC, governing pro-rata reimbursement for public utilities infrastructure in the Westlake Subdivision.

The sewer infrastructure which would be included in the Sewer Pro-Rata Credit Agreement (Attachment 3) is an extension of the Falls Run Interceptor Sewer to just west of Poplar Road, a sewage pumping station in the Westlake Subdivision and a force main between the sewage pumping station and the interceptor sewer. The water infrastructure would be divided into two phases. The first phase, which is needed to support the initial phases of the Westlake Subdivision, would include water transmission mains from the Mary Washington University on Warrenton Road to the subdivision (Water Pro-Rata Credit Agreement 1, Attachment 4). The second phase would be a water booster pumping station just west of the University of Mary Washington; elevated water storage in Westlake Subdivision; and a short length of connecting water main, all of which are needed to meet water demand by the Westlake Subdivision (Water Pro-Rata Credit Agreement 2, Attachment 5)

These agreements are in accordance with the County's pro-rata regulations revised by the Board's adoption of Resolution R07-13, on February 6, 2007. The pro-rata regulations were originally established by the adoption of Resolution R91-125.

Staff recommends approval of proposed Resolution R16-264, which authorizes the Interim County Administrator to execute one sewer and two water pro-rata credit reimbursement agreements with Westlake Development, LLC.

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, George L. Gordon, Jr., Government Center, Stafford, Virginia, on the 7th day of September, 2016:

MEMBERS:

Robert “Bob” Thomas, Jr, Chairman
Laura A. Sellers, Vice Chairman
Meg Bohmke
Jack R. Cavalier
Wendy E. Maurer
Paul V. Milde, III
Gary F. Snellings

VOTE:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ONE SEWER AND TWO WATER PRO-RATA CREDIT REIMBURSEMENT AGREEMENTS WITH WESTLAKE DEVELOPMENT, LLC

WHEREAS, Westlake Development, LLC desires to construct the Westlake Subdivision, and necessary utilities infrastructure to support the subdivision and certain other future non-residential structures proposed in the service area; and

WHEREAS, the pro-rata policy, pursuant to Resolution R07-13, sets forth a mechanism for financing water and sewer infrastructure shown in the General Water and Sewer Improvement Plan (Plan); and

WHEREAS, the Plan identifies certain water transmission, water booster stations, elevated water storage tanks, sewage force mains, pumping stations, and interceptor projects necessary to serve the proposed Westlake Subdivision; and

WHEREAS, Westlake Development, LLC desires to construct the sewer and water projects identified in the Plan in exchange for sewer pro-rata credits; and

WHEREAS, the County desires the water and sewer projects to be constructed by Westlake Development, LLC as proposed; and

WHEREAS, it is necessary for the County to enter into agreements with Westlake Development, LLC regarding the value of the sewer and water pro-rata credits to be granted and the conditions for the use of such credits in paying pro-rata charges and the reimbursement of excess pro-rata credits;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 7th day of September, 2016, that the County Administrator be and he hereby is authorized to execute a Sewer Pro-Rata Credit Agreement and two Water Pro-Rata Credit Agreements with Westlake Development, LLC, setting forth the conditions for valuation, application, and reimbursement of sewer and water pro-rata credits for the construction of water and sewer infrastructure for the Westlake Subdivision.

CDB:JDT:cdg

SEWER PRO-RATA CREDIT AGREEMENT
Westlake

THIS AGREEMENT is made this ____ day of _____, 20____ by and between **STAFFORD COUNTY, VIRGINIA** a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “STAFFORD” or “COUNTY”), and **WESTLAKE DEVELOPMENT LLC**, a Virginia Corporation, its heirs, successors and assigns (hereinafter referred to as “WD”).

RECITALS

WHEREAS, WD is the developer of a subdivision known as Westlake (“WL”), which is the subject of an approved preliminary subdivision plan showing 701 single family lots; and

WHEREAS, in conjunction with the development of said subdivision, WD will construct sewer lines that are incorporated within the General Sewer Improvement Plan adopted by STAFFORD (said lines begin referred to hereinafter as the “CONSTRUCTION”); and

WHEREAS, pursuant to Virginia Code §15.2-2243, STAFFORD has adopted, pursuant to Ordinance 085-52 and R91-125 (R-4), a Pro Rata reimbursement program (the “Pro-Rata Program”) to distribute the costs of construction of the elements of the General Water and Sewer Improvement Plans among private developers; and

WHEREAS, WD wishes to obtain, and STAFFORD desires to grant credit for the cost of the CONSTRUCTION against pro-rata payments that WD would otherwise be required to pay in the course of development of the WL subdivision; and

WHEREAS, WD wishes to receive reimbursement payments of the credit due to WD from the future Pro-Rata costs of other developments utilizing the improvements constructed by WD and STAFFORD is willing to authorize such payments.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows, intending to be legally bound thereby;

- 1) The foregoing recitals are incorporated herein and made part of this Agreement.
- 2) STAFFORD and WD agree that the total amount of the credit due WD in the sewer Pro-Rata Program as a result of the construction of the facilities described in Attachment 1 to this document shall be \$5,724,000, unless the County adjusts the estimate for such construction, in which case the adjusted estimates shall apply in proportion to the unassigned and unreimbursed credits remaining under this contract. The amount of credit for each project listed in Attachment 1 shall be due WD when each project reaches the stage of substantial completion as evidenced by a written tentative acceptance letter from the County or when each project is fully secured at 110% of the approved construction cost estimate in accordance with the County's Developer Security Policy.
- 3) WD shall be entitled to apply the amount of said credit against the pro-rata sewer payment that would otherwise be due to STAFFORD in conjunction with any of the future subdivision of residential lots within the WL subdivision designated by WD to STAFFORD from time to time, and in lieu of making any such payments, at a rate which is equal to the per lot sewer pro rata payment rate in effect at the time of recordation of each future subdivision plat for the WL subdivision. WD shall be entitled to designate the lots in WL subdivision to receive such credit from time to time, and the credit shall be applied only upon such designation and not automatically to lots in order as the plats are recorded.
- 4) The credit shall be personal property and a right owned by WD, (its successors and assigns), available for utilization in the WL subdivision and Rocky Pen Run Drainage Area, or successor drainage area only, and is not real property or a right running with the land. The credit

may be utilized for any lot in the WL subdivision or other properties owned by WD in Rocky Pen Run drainage area and may be so utilized indefinitely.

5) STAFFORD agrees that WD shall receive reimbursement of the current credit due WD in the Pro Rata Program for CONSTRUCTION, to be paid by STAFFORD to WD from future Pro Rata costs collected by STAFFORD from other project participants in the Rocky Pen Run Sewershed. The aforesaid payments to WD shall be made annually at the end of each calendar year commencing December 31, 2016 and terminating December 31, 2026, unless further extended by STAFFORD and WD. The amount of each payment shall be based on the funds available to STAFFORD from receipts from other project participants, as aforesaid. No interest shall be paid on the unpaid balance due WD. STAFFORD does not guarantee WD that it will be reimbursed for the full amount of the credit due WD. STAFFORD agrees to furnish WD with an annual financial statement concerning the Rocky Pen Run Sewershed. WD acknowledges that STAFFORD has first priority for reimbursement in the Rocky Pen Run Sewershed and prior to any reimbursement to any other project participant in said sewershed.

6) WD agrees to promptly construct the CONSTRUCTION according to the following schedule:

Submit approvable plans 30 days after date of this contract

Complete CONSTRUCTION 365 days after approval of plans by County

If, 540 (Five Hundred Forty) days after the effective date of this Agreement, the County does not believe WD has made substantial progress in completing the CONSTRUCTION, County may, solely at its discretion terminate this Agreement without incurring any financial or other liability.

7) This Agreement shall be binding upon, and shall inure to the benefits, each of the parties and their receptive successors and/or assigns.

8) The parties agree that the amount of credit due WD may increase from time to time, and the amount of reimbursement WD is eligible to receive pursuant to Paragraph 5 may increase, in the event the County requests and WD constructs additional sewer lines that are incorporated within the General Sewer Improvement Plan, in which event the parties shall enter into a new agreement regarding the additional sewer lines.

9) WD agrees to grant to STAFFORD, upon request, easements to allow for extension of the water and sanitary sewer lines constructed by WD within the WL subdivision to adjacent properties; provided, however, that WD shall have no obligation to construct water and sanitary lines within such easement and, provided further, that each such easements do not materially interfere with the materially increase cost of WD's development of the WL subdivision. The cost of conveyance of any easements granted to this paragraph, including engineering, preparation of plats and deeds, County review and approval costs, and recording charges, shall be paid by the requesting party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, STAFFORD and WD have caused this Agreement to be executed by their duly authorize representatives.

Westlake Development LLC,
a Maryland limited liability company
By: Pleasants Enterprises, Inc.
A Maryland Corporation, Manager

By: _____
William D. Pleasants, Jr.

Title: President

STATE OF MARYLAND

COUNTY OF MONTGOMERY to wit:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

STAFFORD COUNTY, VIRGINIA

BY: _____

TITLE: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

APPROVED AS TO FORM

BY: _____
Stafford County Attorney

Printed Name: _____

Title: _____

**ATTACHMENT 1
WESTLAKE
SEWER PRO RATA CREDIT AMOUNTS**

<u>Project</u>	<u>Name</u>	<u>Size</u>	<u>Cost</u>
LFR 202	Westlake Sewage Pump Station	1.8 MGD	\$1,426,000
LFR 101 ¹	Westlake SPS Force Main	13337 LF 10"	\$1,428,000
LFR 32 ²	Falls Run Interceptor Sewer	3746 LF 15"	\$2,152,000
LFR 24 ³	Westlake Trunk Sewer	3615 LF 12"	<u>\$ 718,000</u>
	Total Cost		\$5,724,000

¹ Constructed as 11399 LF 12" force main along Brigade from Westlake Sewage Pumping Station site to Warrenton Road and 3120 LF 12" force main along Warrenton Road from Brigade to vicinity of Poplar Road.

² Constructed as 8717 LF 15" gravity sewer along Falls Run from manhole 60-7003 to Warrenton Road in the vicinity of Poplar Road.

³ Constructed as 4856 LF 12" gravity sewer (including two crossings under Horsepen Run to serve adjoiners) and 1173 LF 15" gravity sewer.

WATER PRO-RATA CREDIT AGREEMENT
Westlake

THIS AGREEMENT is made this ____ day of _____, 20____ by and between **STAFFORD COUNTY, VIRGINIA** a political subdivision of the Commonwealth of Virginia (hereinafter referred to as “STAFFORD” or “COUNTY”) and **WESTLAKE DEVELOPMENT LLC**, a Virginia Corporation, its heirs, successors and assigns (hereinafter referred to as “WD”).

RECITALS

WHEREAS, WD is the developer of a subdivision known as Westlake (“WL”), which is the subject of an approved preliminary subdivision plan showing 701 single family lots; and

WHEREAS, in conjunction with the development of said subdivision, WD will construct water lines that are incorporated within the General Water Improvement Plan adopted by STAFFORD (said lines begin referred to hereinafter as the “Construction”); and

WHEREAS, pursuant to Virginia Code §15.2-2243, as amended STAFFORD has adopted, pursuant to Ordinance 085-52 and R91-125 (R-4), a pro-rata reimbursement program (the “Pro-Rata Program”) to distribute the costs of construction of the elements of the General Water and Sewer Improvement Plans among private developers; and

WHEREAS, WD wishes to obtain, and STAFFORD desires to grant credit for the cost of the Construction against pro-rata payments that WD would otherwise be required to pay in the course of development of the WL subdivision; and

WHEREAS, WD wishes to receive reimbursement payments of the credit due to WD from the future Pro-Rata costs of other developments utilizing the improvements constructed by WD and STAFFORD is willing to authorize such payments.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows, intending to be legally bound thereby;

- 1) The foregoing recitals are incorporated herein and made part of this Agreement.
- 2) STAFFORD and WD agree that the total amount of the credit due WD in the Pro-Rata Program as a result of the construction of the facilities described in Attachment 1 to this document shall be \$1,640,000, unless the County adjusts the estimate for such construction, in which case the adjusted estimates shall apply in proportion to the unassigned and unreimbursed credits remaining under this contract. The amount of credit for each project listed in Attachment 1 shall be due WD when each project reaches the stage of substantial completion as evidenced by a written tentative acceptance letter from the County or when each project is fully secured at 110% of the approved construction cost estimate in accordance with the County's Developer Security Policy.
- 3) WD shall be entitled to apply the amount of said credit against the pro-rata water payment that would otherwise be due to STAFFORD in conjunction with any of the future subdivision of residential lots within the WL subdivision designated by WD to STAFFORD from time to time, and in lieu of making any such payments, at a rate which is equal to the per lot water pro rata payment rate in effect at the time of recordation of each future subdivision plat for the WL subdivision. WD shall be entitled to designate the lots in WL subdivision to receive such credit from time to time, and the credit shall be applied only upon such designation and not automatically to lots in order as the plats are recorded.
- 4) The credit shall be personal property and a right owned by WD, (its successors and assigns), available for utilization in the WL subdivision and Berea Water Pressure Zone, or successor pressure zone, only, and is not real property or a right running with the land. The

credit may be utilized for any lot in the WL subdivision or other properties owned by WD in the Berea Water Pressure Zone and may be so utilized indefinitely.

5) STAFFORD agrees that WD shall receive reimbursement of the current credit due WD in the Pro Rata Program for Construction, to be paid by STAFFORD to WD from future Pro Rata costs collected by STAFFORD from other project participants in the Berea Water Pressure Zone. The aforesaid payments to WD shall be made annually at the end of each calendar year commencing December 31, 2016 and terminating December 31, 2026, unless further extended by STAFFORD and WD. The amount of each payment shall be based on the funds available to STAFFORD from receipts from other project participants, as aforesaid. No interest shall be paid on the unpaid balance due WD. STAFFORD does not guarantee WD that it will be reimbursed for the full amount of the credit due WD. STAFFORD agrees to furnish WD with an annual financial statement concerning the Berea Water Pressure Zone. WD acknowledges that STAFFORD has first priority for reimbursement in the Berea Water Pressure Zone and prior to any reimbursement to any other project participant in said pressure zone.

6) WD agrees to promptly construct the construction according to the following schedule:

Submit approvable plans	30 days after date of this contract
Complete Construction	365 days after approval of plans by County

If, 540 days after the effective date of this Agreement, the County does not believe WD has made substantial progress in completing the construction, County may, solely at its discretion terminate this Agreement without incurring any financial or other liability.

7) This Agreement shall be binding upon, and shall inure to the benefits, each of the parties and their receptive successors and/or assigns.

8) The parties agree that the amount of credit due WD may increase from time to time, and the amount of reimbursement WD is eligible to receive pursuant to Paragraph 5 may increase, in the event the County requests and WD constructs additional water lines that are incorporated within the General Water Improvement Plan, at which time the parties shall enter into a new agreement regarding the additional water lines.

9) WD agrees to grant to STAFFORD, upon request, easements to allow for extension of the water and sanitary sewer lines constructed by WD within the WL subdivision to adjacent properties; provided, however, that WD shall have no obligation to construct water and sanitary lines within such easement and, provided further, that each such easements do not materially interfere with the materially increase cost of WD's development of the WL subdivision. The cost of conveyance of any easements granted to this paragraph, including engineering, preparation of plats and deeds, County review and approval costs, and recording charges, shall be paid by the requesting party.

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IN WITNESS WHEREOF, STAFFORD and WD have caused this Agreement to be executed by their duly authorize representatives.

Westlake Development LLC,
a Maryland limited liability company
By: Pleasants Enterprises, Inc.,
A Maryland Corporation, Manager

By: _____
William D. Pleasants, Jr.

Title: President

STATE OF MARYLAND

COUNTY OF MONTGOMERY to wit:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

STAFFORD COUNTY, VIRGINIA

BY: _____

TITLE: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD to wit:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

APPROVED AS TO FORM:

BY: _____
Stafford County Attorney

Printed Name _____

Title _____

**ATTACHMENT 1
WESTLAKE
WATER PRO RATA CREDIT AMOUNTS**

<u>Project</u>	<u>Name</u>	<u>Size</u>	<u>Cost</u>
520-02 ¹	18" Water Main	5447 LF	\$1,038,000
520-03 ²	18" Water Main	1000 LF	\$ 190,000
520-04 (part) ³	16" Water Main	2400 LF	<u>\$ 412,000</u>
Total Cost			\$1,640,000

¹ Constructed as 5300 LF 16" water line along Warrenton Road from Village Parkway to Poplar Road.

² Constructed as 1100 LF 16" water line along Warrenton Road from Poplar Road to Clark Patton Road.

³ Constructed as 4014 LF 16" water line along Warrenton Road from Clark Patton Road to Brigade (Cedar Grove Road) and 1734 LF 16" water line along Brigade from Warrenton Road to tee at off-site easement.

WATER PRO-RATA CREDIT AGREEMENT
Westlake

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WHEREAS, pursuant to Virginia Code §15.2-2243, as amended STAFFORD has adopted, pursuant to Ordinance 085-52 and R91-125(R-4), a pro-rata reimbursement program (the “Pro-Rata Program”) to distribute the costs of construction of the elements of the General Water and Sewer Improvement Plans among private developers; and

WHEREAS, WD wishes to obtain, and STAFFORD desires to grant credit for the cost of the Construction against pro-rata payments that WD would otherwise be required to pay in the course of development of the WL subdivision.

WHEREAS, WD wishes to receive reimbursement payments from other developments utilizing the improvements constructed by WD and STAFFORD is willing to authorize such payments.

WHEREAS, WD wishes to receive reimbursement payments of the credit due to WD from the future Pro-Rata costs of other developments utilizing the improvements constructed by WD and STAFFORD is willing to authorize such payments.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows, intending to be legally bound thereby;

- 1) The foregoing recitals are incorporated herein and made part of this Agreement.
- 2) STAFFORD and WD agree that the total amount of the credit due WD in the Pro-Rata Program as a result of the construction of the facilities described in Attachment 1 to this document shall be \$3,348,000, unless the County adjusts the estimate for such construction, in which case the adjusted estimates shall apply in proportion to the unassigned and unreimbursed credits remaining under this contract. The amount for each project listed in Attachment 1 shall be due WD when each project reaches the stage of substantial completion as evidenced by a written tentative acceptance letter from the County or when each project is fully secured at 110% of the approved construction cost estimate in accordance with the County's Developer Security Policy.
- 3) WD shall be entitled to apply the amount of said credit against the pro-rata water payment that would otherwise be due to STAFFORD in conjunction with any of the future subdivision of residential lots within the WL subdivision designated by WD to STAFFORD from time to time, and in lieu of making any such payments, at a rate which is equal to the per lot water pro rata payment rate in effect at the time of recordation of each future subdivision plat for the WL subdivision. WD shall be entitled to designate the lots in WL subdivision to receive such credit from time to time, and the credit shall be applied only upon such designation and not automatically to lots in order as the plats are recorded.

4) The credit shall be personal property and a right owned by WD, (its successors and assigns), available for utilization in the WL subdivision and Berea Water Pressure Zone, or successor pressure zone, only, and is not real property or a right running with the land. The credit may be utilized for any lot in the WL subdivision or other properties owned by WD in the Berea Water Pressure Zone and may be so utilized indefinitely.

5) STAFFORD agrees that WD shall receive reimbursement of the current credit due WD in the Pro Rata Program for Construction, to be paid by STAFFORD to WD from future Pro Rata costs collected by STAFFORD from other project participants in the Berea Water Pressure Zone. The aforesaid payments to WD shall be made annually at the end of each calendar year commencing December 31, 20____ and terminating December 31, 20____, unless further extended by STAFFORD and WD. The amount of each payment shall be based on the funds available to STAFFORD from receipts from other project participants, as aforesaid. No interest shall be paid on the unpaid balance due WD. STAFFORD does not guarantee WD that it will be reimbursed for the full amount of the credit due WD. STAFFORD agrees to furnish WD with an annual financial statement concerning the Berea Water Pressure Zone. WD acknowledges that STAFFORD has first priority for reimbursement in the Berea Water Pressure Zone and prior to any reimbursement to any other project participant in said pressure zone.

6) WD agrees to promptly construct the construction according to the following schedule:

Submit approvable plans	30 days after date of this contract
Complete Construction	365 days after approval of plans by County

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8) The parties agree that the amount of credit due WD may increase from time to time, and the amount of reimbursement WD is eligible to receive pursuant to Paragraph 5 may increase, in the event the County requests and WD constructs additional water lines that are incorporated within the General Water Improvement Plan at which time the parties shall enter into a new agreement regarding the additional water lines.

9) WD agrees to grant to STAFFORD, upon request, easements to allow for extension of the water and sanitary sewer lines constructed by WD within the WL subdivision to adjacent properties; provided, however, that WD shall have no obligation to construct water and sanitary lines within such easement and, provided further, that each such easements do not materially interfere with or materially the increase cost of WD's development of the WL subdivision. The cost of conveyance of any easements granted to this paragraph, including engineering, preparation of plats and deeds, County review and approval costs, and recording charges, shall be paid by the requesting party.

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WESTLAKE DEVELOPMENT, LLC,
a Maryland limited liability company
By: Pleasants Enterprises, Inc.,
A Maryland Corporation, Manager

By: _____
William D. Pleasants, Jr.

Title: President

STATE OF MARYLAND
COUNTY OF MONTGOMERY to wit:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

STAFFORD COUNTY, VIRGINIA

BY: _____

TITLE: _____

COMMONWEALTH OF VIRGINIA

COUNTY OF STAFFORD to wit:

The foregoing Water Pro-Rata Credit Agreement dated the ____ day of _____, 20____ was acknowledged before me in my aforesaid jurisdiction by _____ (name) as _____ of _____ on this ____ day of _____, 20____.

My Commission Expires: _____

Notary Public

APPROVED AS TO FORM:

BY: _____
Stafford County Attorney

Printed Name _____

Title _____

**ATTACHMENT 1
WESTLAKE
WATER PRO RATA CREDIT AMOUNTS**

<u>Project</u>	<u>Name</u>	<u>Size</u>	<u>Cost</u>
520-200	Westlake Water Booster Pump Station	3.4 MGD	\$1,377,000
520-100	520 Zone Elevated Water Storage Tank	1.0 million gallons	\$2,001,000
520-04 (part) ¹	16" Water Main	2400 LF	<u>\$ 103,000</u>
	Total Cost		\$3,348,000

¹ Constructed as 1734 LF of 16" water main along an easement from Brigade to Water Storage Tank site.

