

July 12, 2016

RESUME

**RESOLUTION; AUTHORITY TO EXECUTE A WATER
AGREEMENT BETWEEN SUN POOL 1, LLC AND THE COUNTY OF
PRINCE GEORGE**

Request Board approval to allow the County Administrator to execute a Water Agreement between Sun Pool 1, LLC, a Michigan Corporation (“Developer”) and the County of Prince George, Virginia.

Sun Pool 1, LLC proposes to provide water service to the Pine Ridge Mobile Home Community by constructing and installing, or having constructed and installed, at its sole expense, an extension of the County water main along Route 156 (Prince George Drive) in accordance with plans and specification prepared by a registered professional engineer licensed to practice in the Commonwealth of Virginia. Upon satisfactory completion, such water line extension shall become the property of the County and thereafter be operated and maintained by the County.

A copy of this water agreement is attached. The following is a summary items contained in this agreement:

- Developer agrees to construct and install extension at its expense
- Developer agrees to install a service connection and pay connection charges for properties along the extension route that have premises within 200 feet
- Developer agrees to furnish a performance bond equal to 110% of the cost for completion of the extension
- Developer agrees to furnish an additional maintenance or repair bond providing for a period of 5 years after final acceptance of the extension to cover any repairs necessary caused by settlement inside the right of way
- Developer agrees to continued use of its wastewater collection system for four neighboring parcels that are currently using its wastewater collection system for conveyance to the public sewer system

With the Board’s approval, the County Administrator will execute this agreement and the Director of Engineering and Utilities will administer this agreement.

July 12, 2016

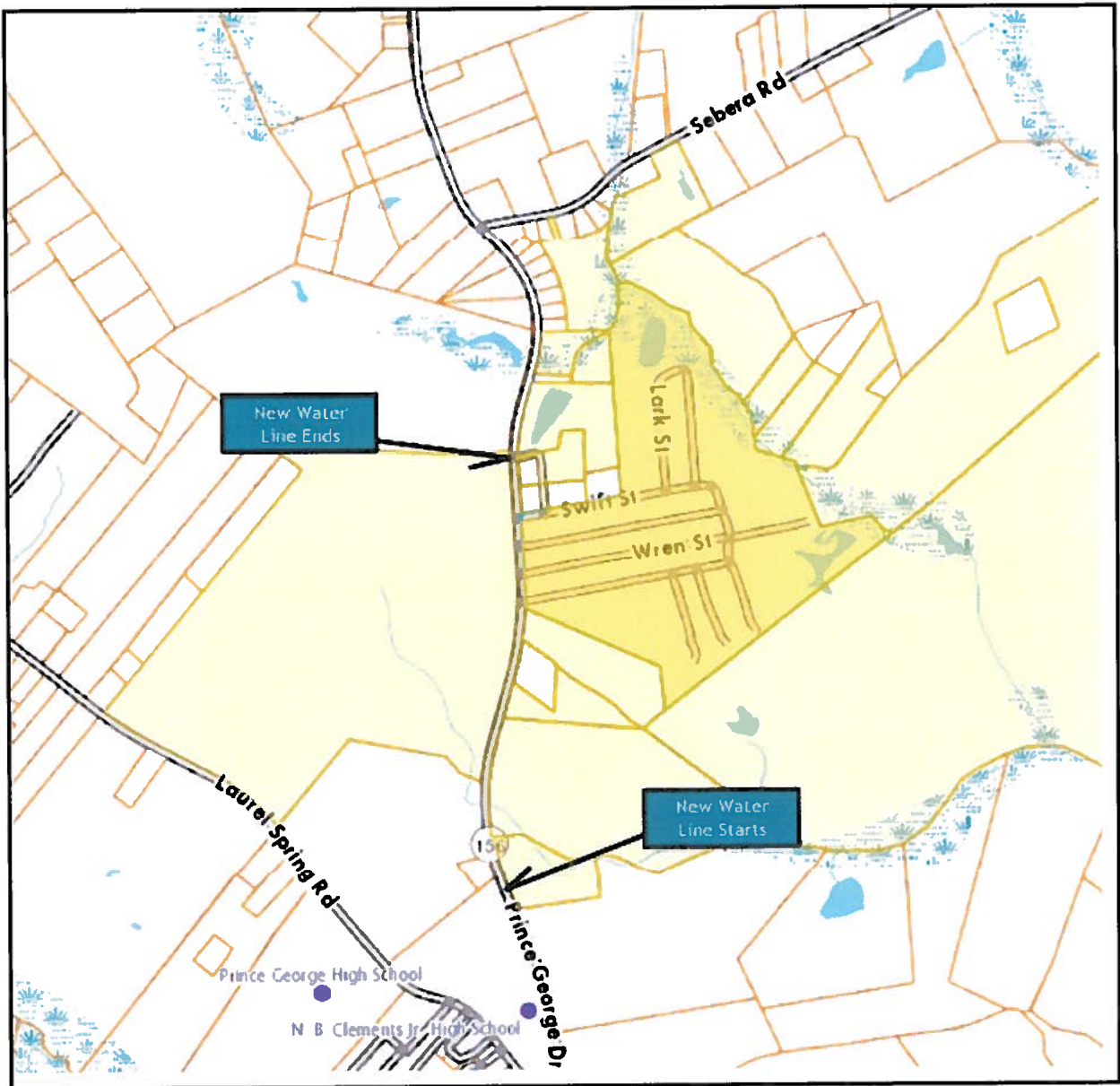


Figure 1

Waterline extension along eastern edge of VDOT Right-of-Way from in front of church to just north of Sandpiper Lane.

Board of Supervisors
County of Prince George, Virginia

Resolution

At the regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 12th day of July, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chair
Alan R. Carmichael
Donald Hunter
T. J. Webb

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

RESOLUTION; AUTHORITY TO EXECUTE A WATER AGREEMENT BETWEEN SUN POOL 1, LLC AND THE COUNTY OF PRINCE GEORGE

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12th day of July, 2016, does hereby authorize the County Administrator to execute a water agreement between Sun Pool 1, LLC and the County of Prince George for extension of the County water main along Route 156 (Prince George Drive) for Sun Pool 1, LLC to provide water service to the Pine Ridge Mobile Home Community.

A Copy Teste:

Percy C. Ashcraft
County Administrator

WATER AGREEMENT

THIS AGREEMENT, made this ____ day of _____ by and between Sun Pool 1, LLC, a Michigan Corporation (“Developer”) and the County of Prince George, Virginia (“County”).

WHEREAS, Developer owns 114 acres, more or less, of land within Prince George County, Virginia, reference being made to Instrument Number 04-2045 in the Clerk’s Office of the Circuit Court of Prince George, Virginia, and identified by County Tax Assessor’s Parcel No. 240(OA)00-099-0, and wants to provide an adequate water system for the property; and,

WHEREAS, the Developer proposes to provide water service to the Pine Ridge MHC, which are improvements located on the property, by constructing and installing, or have constructed and installed, at its sole expense, an extension of the County water main along Route 156 (Prince George Drive) (“water system”) in accordance with plans and specifications prepared by a registered professional engineer licensed to practice in the Commonwealth of Virginia, and Developer, upon completion of such water system, will convey to the County such water system which will thereafter be operated and maintained by the County; and

WHEREAS, the County is willing to cooperate with the Developer for and during the construction of such water system and, upon satisfactory completion thereof, to take title to and operate and maintain the water system, subject to the provisions of the “Code of Prince George County” and the following terms and conditions:

NOW, THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises of the parties to this Agreement, the parties hereto mutually agree, as follows:

Sec.1. The Developer agrees to construct and install at its expense the water system, including all engineering and inspection costs in accordance with plans and specifications approved by the Virginia Department of Health and the County. The water system shall include a service connection from the water main to the property line for each parcel with premises containing sanitary facilities located within 200 feet of the property’s property line adjoining the right-of-way or easement containing the water system. A meter box, meter setting, and water meter shall be furnished for each service connection provided conforming to County standards. In addition, the Developer shall be responsible for paying the connection charges described in Sec. 12 for each new service connection provided on the water system. Fire hydrants shall be installed where required to conform to County standards. The location, character, size, and materials used therein shall be approved by the County Engineer. The County shall have the right at all times to inspect such installation and construction. If, for any reason, such installation is covered

up before inspection is made, the County may cause such construction to be uncovered and any necessary corrections will be at the Developer's expense. The County will be furnished "as-built" drawings showing the station numbers and depth of all service connections. These "as-built" drawings will be provided in electronic format to the County Engineer's specifications.

Sec. 2. The Developer agrees that the water system along Route 156, but not including any portion of the service connections lying outside public rights-of-way or easements, shall become the property of the County, and the title thereto shall vest in the County in fee simple, subject to acceptance by the County, after the same has been installed in conformity with the terms of this agreement.

Sec. 3. The Developer shall furnish, without cost to the County, all necessary easements required by the County, on forms furnished for such easements, free and clear of all liens and encumbrances and claims of creditors or in a form authorized by the County.

Sec. 4. The County agrees to operate and maintain the water mains, but assumes no responsibility for maintaining service connections from the water main beyond the limits of the public rights-of-way or easements.

Sec. 5. The Developer agrees that upon completion and County acceptance of the water system the County shall have the right to make such legally permitted charges for water service from the water system, including monthly service charges, but not limited thereto, as it deems necessary. The Developer and subsequent purchasers shall be bound by, observe, and comply with all laws, ordinances, resolutions, rules, and regulations of the County now in effect or hereafter adopted governing charges made for users of the system, and the manner in which the system is operated and maintained.

Sec. 6. The County shall have the right to prohibit any use of the water system which may be determined by the County to be harmful to the water system or which may contaminate the water for other users.

Sec. 7. Upon completion and acceptance of the water system by the County, the County shall have the right at any and all times to make, connect, or permit the connections of any other water main or water connections or extensions to the water system, at any point or points, and shall have the right at any time and all times to take and distribute water through the water system to properties beyond and adjacent to the property served by the water system so long as the new connections do not degrade the service to the property beyond permissible state and local service requirements.

Sec. 8. The Developer agrees to indemnify and hold the County or its employees free and harmless from liability on account of injury to, or death of, any person, or for damage to property for any person incurred in the construction and installation of the water system. In the event a claim on such construction and installation shall be made or brought against the County, either independently or jointly with the Developer, on

account of the foregoing, the Developer will pay the cost of investigating such claims and defending the County subject to County concurrence in any such suit. In the event of final judgment being obtained against the County, either independently or jointly with the Developer, the Developer will pay such judgments and cost and hold the County harmless therefrom.

Sec. 9. The Developer shall obtain a permit from the Virginia State Department of Transportation before any construction is performed on roads in the State Highway System and shall replace any roads disturbed by such construction to the satisfaction of the State Highway Department. Before any work is started on the construction of the water system, the Developer's contractor shall notify the County Engineer at least twenty-four (24) hours in advance of commencement. The Developer agrees that no building service lines will be connected to the meter boxes until a permit for each connection is issued by the County. The Developer agrees to coordinate the activities of the various contractors in the development and that until such times as the facilities are finally approved by the County, the Developer will make all fire hydrants, valve boxes, and meter boxes accessible, and properly adjust them to the final street surface elevation, and as a condition precedent to final approval, the Developer will clean, correct, and repair the facilities in a manner satisfactory to the County. The Developer agrees to make any necessary repairs within a reasonable time. If the Developer fails to make such repairs, the County may have the repairs made and charge the cost of such repairs to the Developer. No segment of the water system shall be placed in service until the new mains have been thoroughly disinfected and flushed and tested in accordance with County Specification.

Sec. 10. During the construction and installation of the water system, Developer agrees to pay the actual cost of inspections incurred by the County in accordance with Section 82-80 of the County Code. In addition, the Developer will be required to pay for the amount of water used for disinfection, testing and flushing of the new water mains. The amount of water used shall be determined either by an estimate calculated by the County Engineer or the Developer may provide a water meter at his own expense. The water charges will be based on the rate in effect at the time of testing.

Sec. 11. The Developer shall furnish to the County a performance bond in the amount equal to one hundred ten percent (110%) of the cost for completion of the water system to assure completion of said water system. The amount of the bond shall be based on the Developer's contract cost for the completion of the central water system or on the estimated cost of completing the water system if an actual contract cost is not available. The estimated cost shall be substantiated by a detailed schedule of quantities, and shall be subject to review and approval by the County. Upon completion of a phase of the water system, the Developer shall furnish the County the total actual final cost of such phase of the system. An additional maintenance or repair bond will be provided for a period of 5 years after the water system has had final acceptance. Final acceptance for this purpose is at the time the water system installation is complete and accepted by the County and

the permits required by the State Highway Department are closed. This bond will cover any repairs that are necessary to the roads that are caused by settlement of the water line trenches inside the right of way. The amount of this bond is to be determined by the County Engineer based on normal industry standards in relationship to construction costs.

Sec. 12. It is agreed by both parties that the connection fee liability of the Developer shall be the rate in effect at the time payment of this fee is made.

Sec. 13. The Developer agrees that the County, at its discretion, when necessary to comply with State and/or Federal rules and regulations controlling water treatment and distribution facilities now in force and hereafter placed into effect, may limit the number of new connections or extensions to this water system without recourse, any other provision of this Agreement to be contrary notwithstanding.

Sec. 14. The Developer agrees to convey satisfactory property interests and provide record thereof to the County for the connections to and use of the Pine Ridge MHC wastewater collection system for all parcels outside the Pine Ridge MHC development currently connected to the Pine Ridge MHC wastewater collection system.

Sec. 15. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns. All covenants provided for herein shall be considered covenants running with the land.

Sec. 16. Failure of the Developer, his successors, or assigns to comply with any of the provisions of this Agreement shall be sufficient cause for the termination of this Agreement by the County

IN WITNESS WHEREOF, _____, has caused its

Name to be hereunder signed by James Hoekstra its Developer, and Agent

Attested by _____

WITNESS the following signatures and seals:

BY: Carla M. Chulis

Developer or Designee

BY: _____
Developer or Designee

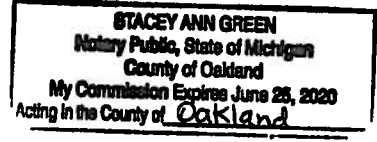
[Handwritten Signature]
[Handwritten Signature]

Attest:

James Hoekstra

Subscribed and sworn to before me Stacey Ann Green, Notary Public,
this 3rd day of May, 2016.

Notary Public Stacey Ann Green
My Commission expires 6/25/20



IN WITNESS WHEREOF, The County of Prince George has caused its name to be hereunder signed by _____, its County Administrator and its seal to be hereunto affixed and attested by _____, the said action being authorized by a resolution adopted at a duly called meeting of the Board of Supervisors on the _____ day of _____, 20__.

WITNESS the following signatures and seals:

COUNTY OF PRINCE GEORGE, VIRGINIA

By _____ (Seal)
County Administrator

Approved as to form _____, County Attorney

STATE OF VIRGINIA
COUNTY OF PRINCE GEORGE, to wit:

The foregoing instrument was acknowledged before me in my County and State aforesaid, by Percy C. Ashcraft, County Administrator and Steven L. Micas, County Attorney, this _____ day of _____, 20__.

Notary Public
My commission expires: _____