

GIS CODE: WCONN
PIN: 793 626 9543 00000
Project No: 2020-2015
Document No: 2020-0318

WATER CONNECTION AGREEMENT

THIS AGREEMENT, dated as of _____, 20____, by and between **LIN MARK HENSHAW ENTERPRISES, INC.**, a Virginia Corporation ("GRANTOR"), and the **COUNTY OF CHESTERFIELD, VIRGINIA ("COUNTY") and the CITY OF COLONIAL HEIGHTS, VIRGINIA ("CITY")**, political subdivisions of the Commonwealth of Virginia ("GRANTEE").

WHEREAS, GRANTOR owns property in the Bermuda Magisterial District, Chesterfield County, Virginia, known as 211 Swift Creek Lane, PIN: 793 626 9543 00000 and being the same property conveyed to GRANTOR by deed recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia on February 21, 2019, in Deed Book 12227, Page 918, ("GRANTOR'S property"); and,

WHEREAS, GRANTOR wishes to obtain a supply of public water to serve a residence at 211 Swift Creek Lane; and,

WHEREAS, CITY has agreed to supply water to the GRANTOR'S property under the terms and conditions set forth in this Agreement, and the GRANTOR has agreed to accept the terms and conditions set forth in this Agreement as the conditions under which the CITY will make the supply of public water available to GRANTOR'S property.

NOW, THEREFORE, GRANTOR and COUNTY and CITY agree as follows:

1. The CITY shall provide a supply of water to GRANTOR on the same terms as persons within the CITY, with the following conditions:
 - A. As a user beyond the CITY'S corporate limits, GRANTOR shall be part of a separate class of customers for the purposes of rate setting and regulation and the City Manager may temporarily restrict or discontinue the supply of water to GRANTOR by reason of emergency or other reasonable cause in a manner different from that imposed upon users within the CITY. The CITY shall not be liable for any temporary disruption of the water supply.
 - B. After giving GRANTOR 60 days written notice, the CITY may permanently discontinue the supply of water to GRANTOR when the City Manager determines, in his sole discretion, that the water available to the CITY system is or in the near future will be sufficient to serve only users within the CITY.

- C. The CITY shall supply water to GRANTOR only until the COUNTY makes water available to GRANTOR pursuant to paragraphs 6 or 7 of this Agreement and only as long as the COUNTY consents to the CITY supplying water to GRANTOR.
- D. At all points beyond the service connection between the GRANTOR's private water system and the City system, all facilities, licenses, easements, rights-of-way and other permits or property, real or personal, involved with the GRANTOR's private water system shall remain the property of the GRANTOR and all costs involved in developing and maintaining such facilities shall be borne by the GRANTOR.
- E. Except for the water meter to be furnished and installed by the CITY, GRANTOR shall furnish, at his expense, all labor, materials and equipment necessary to install and connect the private water plumbing line to the City system. All work shall be done by a contractor licensed in the Commonwealth of Virginia according to the latest specifications published by the CITY. All work within the public right of way will be inspected by the CITY before acceptance. The GRANTOR shall provide a minimum of 48 hours notice to the CITY in advance of commencing the work. The contractor shall keep a copy of all permits approved by the CITY onsite at all times.
- F. The GRANTOR shall be solely responsible for maintaining water quality throughout the private water system.

The GRANTOR shall furnish and install a backflow prevention assembly approved by the CITY in the private water plumbing line on the GRANTOR's side of the meter. GRANTOR shall test the backflow prevention assembly annually and submit test reports annually on forms provided by the CITY's Department of Public Works.

The GRANTOR shall immediately notify the CITY's Department of Public Works of any situation that may affect the quality of water in GRANTOR's or the City system.

- G. The GRANTOR shall comply with all legal requirements in the private system's design and construction, including any standards the City Department of Public Works promulgates. The CITY shall have the right to inspect GRANTOR'S private water system to guarantee compliance with such standards.
- H. GRANTOR'S private water plumbing line shall not be extended, nor shall new connections be made to it, without the approval of the City Director of Public Works; and the private water system shall not be designed, constructed, or modified to serve a public purpose without City Council's consent.
- I. GRANTOR shall make application for and receive a permit to connect to the City system from the CITY'S Director of Public Works or Building Official.

- J. GRANTOR shall pay to CITY the water connection fee the Colonial Heights City Code specifies.
 - K. GRANTOR shall record this original, executed Agreement, at GRANTOR'S expense, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.
2. When GRANTOR has complied with all requirements of this Agreement, CITY shall install a water meter at a location chosen by CITY adjacent to Swift Creek Lane and open the angle meter valve.
 3. GRANTOR shall pay all charges due for public water service pursuant to CITY'S ordinances and shall in all respects comply with and be subject to the provisions of COUNTY'S and CITY'S applicable ordinances, as amended, or any ordinance adopted by the Chesterfield County Board of Supervisors or the Colonial Heights City Council.
 4. GRANTOR hereby agrees to save, hold harmless and indemnify COUNTY and CITY from and against all liability, losses, claims, demands, costs and expenses arising from or out of the construction, maintenance, removal, relocation or reconstruction of the private water plumbing line constructed pursuant to this Agreement.
 5. GRANTOR hereby covenants and agrees for himself, his heirs, successors, and assigns that, upon presentation by COUNTY of a standard public water easement agreement, to convey to COUNTY, without cost, a water easement for any future public water line across GRANTOR'S property.
 6. GRANTOR hereby agrees that in the event a public COUNTY water line to serve the GRANTOR'S property is constructed and financed through the creation of an assessment district pursuant to §15.2-2404, et. seq.; Code of Virginia, 1950, as amended, GRANTOR shall be a member of such assessment district, shall pay all charges and assessments that come due as a result of GRANTOR'S membership in such assessment district, and shall comply with all of the provisions of such assessment district as if public CITY or COUNTY water was not available.

7. If public COUNTY water lines are extended to any location adjacent to or across GRANTOR'S property, the water meter installed by CITY pursuant to this Agreement shall be removed by CITY, at GRANTOR'S expense, and a new COUNTY water meter and water service line shall be placed on GRANTOR'S property, at GRANTOR'S expense. GRANTOR, at GRANTOR'S expense, shall be responsible to construct a new private water plumbing line connecting to the new COUNTY water meter and pay to COUNTY the applicable water connection fee. Upon completion of the requirements of this paragraph, this Agreement shall terminate and be of no further force and effect.
8. Any violation of the terms of this Agreement by GRANTOR shall automatically terminate CITY'S obligation to provide water service to GRANTOR'S property.
9. The terms of this Agreement shall constitute covenants that run with the land, shall inure to the benefit of, and shall be binding upon GRANTOR, GRANTOR'S heirs, successors and assigns, and all subsequent owners of GRANTOR'S property.
10. This Agreement contains all agreements between GRANTOR, COUNTY, and CITY; and no representations or statements, verbal or written, have been made which modify, add to or change the terms of this Agreement.

WITNESS the following signatures:

LIN MARK HENSHAW ENTERPRISES, INC.
a Virginia Corporation

BY: LIN MARK HENSHAW, PRESIDENT

State of _____,
City/County of _____, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid, BY: LIN MARK HENSHAW, PRESIDENT OF LIN MARK HENSHAW ENTERPRISES, INC., a Virginia Corporation, whose name is signed to the foregoing writing and acknowledged the same before me.

Given under my hand _____ 20_____.

My commission expires: _____.

Registration Number: _____.

NOTARY PUBLIC

APPROVED AS TO FORM:

COUNTY OF CHESTERFIELD

DEPUTY COUNTY ATTORNEY

BY: _____

TITLE: _____

EXEMPT FROM TAXATION
PER VIRGINIA CODE SECTION
58.1-811 A (3)

Commonwealth of Virginia,
County of Chesterfield, to-wit:

I, _____, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid, BY: _____, TITLE: _____ of the COUNTY OF CHESTERFIELD, VIRGINIA, whose name is signed to the foregoing writing and acknowledged the same before me.

Given under my hand _____ 20____.

My commission expires: _____.

Registration Number: _____.

NOTARY PUBLIC

APPROVED AS TO FORM:

CITY OF COLONIAL HEIGHTS

CITY ATTORNEY

BY: _____

TITLE: _____

EXEMPT FROM TAXATION
PER VIRGINIA CODE SECTION
58.1-811 A (3)

Commonwealth of Virginia,
City of Colonial Heights, to-wit:

I, _____, a Notary Public in and for the City and State
aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction
aforesaid, BY: _____, TITLE: _____
of the CITY OF COLONIAL HEIGHTS, VIRGINIA, whose name is signed to the foregoing
writing and acknowledged the same before me.

Given under my hand _____ 20____.

My commission expires: _____.

Registration Number: _____.

NOTARY PUBLIC