C O U N T Y O F Y O R K
PUBLIC WATER EXTENSION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2000, by and between Wal*Mart Stores, Inc., hereinafter referred to as the "Developer", and THE COUNTY OF YORK, Virginia, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County".

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain parcels of land located in the County, hereinafter referred to as the "Property", which is proposed to be developed by the Developer into a project known as "Wal*Mart Superstore #3219-00", and the Developer has caused development plans, which show the design and specifications for certain public water improvements to be constructed as part of the project, which plans are entitled "Wal*Mart Superstore #3219-00", dated July 11, 2000 and revised through August 14, 2000, prepared by Kimley-Horn and Associates, Inc., and which plans have been approved by the County and are on file in the Department of Environmental and Development Services (hereinafter referred to as the "Plan"); and

WHEREAS, as part of the development of the Developer's project, the developer will submit an application for a Certificate to Construct Water Facilities and has requested that the County enter into this agreement, in order to permit the Developer to construct an extension of the County's public water system, hereinafter referred to as the "Water Facilities", to serve the property; and

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises, the issuance of the proper permits, the payment of the connection and other fees by the Developer, and the covenants and agreements set out herein, the Developer and County agree as follows:

1. The County hereby agrees to permit the Developer to construct, without cost to the County, the Water Facilities, to the satisfaction of the County, in accordance with the Plan

referenced above, the provisions of Chapter 22, Water and Water Supplies, York County Code, the County's Standards and Specifications for Water Distribution Systems, and the regulations of all other governmental agencies having jurisdiction over such facilities.

2. The Developer shall pay to the County the following fees:

a. Inspection fees in the amount of $3,380.00 ($200 base fee + 3,180 l.f. of water lines at $1.00 per foot) as required by § 22-87(d), York County Code, to be paid prior to issuance of a Certificate to Construct.

b. Connection fees in the total amount of $14,800.00 as determined in accordance with § 22-97(a) and § 22-99(a) of the York County Code (1-2" wm @ $14,800.00).

3. Upon completion of the construction of the Water Facilities, and approval and acceptance of such facilities by the County, pursuant to the procedures set out in the County's Standards and Specifications for Water Distribution Systems, the Water Facilities as shown on the Plan shall become the property of the County and the County shall operate and maintain the facilities.

4. All contractors utilized by the Developer in installing the Water Facilities shall be approved by the County prior to issuance of a Certificate to Construct Water Facilities.

5. Developer agrees to indemnify, protect and save harmless the County, its officers, agents, and employees, from and against all losses and damage to property and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance and presence of the Water Facilities, until such time as accepted by the County.

6. To ensure the indemnification of the County against any liability arising out of the construction of the Water Facilities by the Developer, there is attached hereto a certificate of public liability insurance in the amount of $1,000,000 for bodily injury and $500,000 for property damage, including underground property,

per occurrence, or insurance of equivalent coverage as approved by the County as being sufficient. The certificate shall include a governmental endorsement thereto naming the County, its officers, agents, and employees, as an additional insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia. Such insurance shall include Worker's Compensation and Employer's Liability as follows: Coverage A - Statutory Requirement; Coverage B - $100,000 per occurrence; Coverage C - $100,000/$100,000 Accident and/or Disease. If vehicles are to be used on County-owned property, the insurance shall include comprehensive automobile liability, including owned, non-owned and hired car coverage in the amount of $500,000 per occurrence bodily injury, and $100,000 property damage. Lapse, cancellation or termination in any manner of coverage prior to completion and acceptance of the Water Facilities shall constitute a violation of this Agreement.

7. No permits to begin construction, including the Certificate to Construct Water Facilities, will be issued by the County prior to execution of this Agreement.

8. It is mutually understood and agreed that approval of the Plan shall not, by such approval alone, be deemed to be an acceptance by the County or other applicable agency of any water or other physical improvements shown on the Plan for maintenance, repair or operation thereof, and that the Developer shall be fully responsible therefor and assume all of the risks and liabilities therefor, until such time as the County or other applicable agency has formally accepted them. Upon acceptance of any of the improvements to be dedicated to the County, Developer agrees to execute a maintenance and indemnifying bond, guaranteeing the materials and workmanship of the improvements for one year, which bond shall be executed by corporate surety.

9. This agreement shall be binding upon the Developer and the Developer's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals:

Wal*Mart Stores, Inc.

By: _____

Title: _____

Date: _____

Approved as to form:

_____
County Attorney

Date: _____

COUNTY OF YORK, VIRGINIA

By: _____
County Administrator

Date: _____