

RECEIPT OF PAYMENT FOR EXTENSION AGREEMENT

Payment has been received and processed in the amount of \$9,449.00 for the extension of water facilities to serve the property known as Hampton Fire Station 3 (Extension Agreement Number 040-FY23), in Hampton, Virginia.

DocuSigned by:
Jane Greathouse
8BC21A64B7BA47E

Waterworks Accounting

6/16/2023 | 3:10:10 PM EDT

Date

**CITY OF NEWPORT NEWS, VIRGINIA
ELECTRONIC RECORD AND SIGNATURE DISCLOSURE AND
ELECTRONIC SIGNATURES AGREEMENT**

The City of Newport News, Virginia (City) accepts electronic signatures and utilizes software (DocuSign) to facilitate obtaining signatures for extension agreements involving the Waterworks Department. Electronic signatures are authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia which is available for viewing at <https://law.lis.virginia.gov/>.

The terms and conditions for providing notices and disclosures via an electronic means, including the DocuSign system, are contained herein. Please read the information carefully and thoroughly and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure and Electronic Signatures Agreement (Agreement), please confirm that you agree to signing contract related documents and agreements by selecting the check-box next to, "I agree to use electronic records and signatures" before clicking 'CONTINUE' within the DocuSign system.

Agreement to Use Electronic Records and Signatures

By selecting the check-box next to "I agree to use electronic records and signatures" you confirm that:

- You have read this Agreement;
- You agree to sign contract related documents and agreements with the City by electronic means, including the DocuSign system;
- You affirm that you are authorized to provide consent for electronic signatures on behalf of your company;
- You can print on paper or save or send this Agreement to a location where you can print it for future reference; and
- You consent to receive contract related documents by electronic means, including the DocuSign system, during the course of your contractual relationship with the City and your consent will continue until you advise otherwise.

Consequences of not consenting to electronic signatures or withdrawing your consent

If you elect to receive contract related documents and agreements only in paper format, it will slow the speed at which we can complete certain steps in transactions with you.

Withdrawing your Consent

You may withdraw your consent to electronic signatures, or update your electronic contact information by contacting Waterworks at: (757) 926-1085

I agree to use electronic records and signatures

McCord Newsome

Printed Name

mnewsome@hampton.gov

Email Address

6/9/2023 | 3:34:34 PM EDT

Date

DocuSigned by:
McCord Newsome
B679BFEB049649C...

Signature

City of Hamton

Company & Title

City Engineer

WATERWORKS DEPARTMENT

CITY OF NEWPORT NEWS

OFFICE OF THE DIRECTOR
700 TOWN CENTER DRIVE, SUITE 500
NEWPORT NEWS, VIRGINIA 23606
(757) 926-1146
FAX: (757) 926-1170

June 8, 2023

City of Hampton
McCord Newsome
22 Lincoln Street
Hampton, Virginia 23669

Mr. Newsome:

Enclosed is an Agreement for the extension of water facilities to serve the property known as Hampton Fire Station #3 (Extension Agreement Number 040-FY2023), in the City of Hampton, Virginia.

The scope of work by your contractor includes approximately 876 feet of 8" ductile iron pipe (class 52), 38 feet of 6" ductile iron pipe (class 52), two (2) - fire hydrant(s) , service pipeline and appurtenances. It is understood that the water and service pipeline, fire hydrants, tie-ins, flushing, testing, and disinfection will be performed by a contractor under contract to you, and this work will meet *Newport News Waterworks Distribution Standards*. The materials and installation must be approved by the Waterworks Department, City of Newport News, in accordance with the Distribution Standards' latest revision. These Standards are available on our website at <https://www.nnva.gov/DocumentCenter/View/305/Distribution-Standards-PDF?bidId=>.

Your contractor must be on our *Approved List of Certified Contractors* who have performed satisfactory installation of water and service pipelines, or your contractor must be interviewed and certified before your water pipeline construction begins. The list of Certified Contractors is available on our website at <https://www.nnva.gov/DocumentCenter/View/309/Approved-Contractors-PDF?bidId=>.

Included in the scope of work is approximately 400 Linear Feet of 8" ductile iron pipe, one (1) 8" valve, and transfer of a one (1) 2" water meter as shown on the drawing marked Exhibit "A". This improvement will provide a betterment to the Waterworks Distribution System for the adjacent area and improve reliability for this project. Herein proposed, subject to the installation and acceptance of the proposed water pipeline in the subject agreement, The City of Newport News shall reimburse the Applicant an amount not to exceed \$150,000 in this project.

Please execute the Agreement in DocuSign and submit your payment to the Waterworks Department in the amount of \$9,449.00, which includes the estimated cost of one (1) - 1 1/2" meter, relocation of one (1) - 2" meter, one (1) - 6" sprinkler service (single check detector assembly), laboratory fees, easement recordation, supervision, and inspection. The meters in this Agreement will be subject to the current System Development Fee as

established by ordinance in effect at the time that their installation is requested. Your execution of the Agreement should include the project's scheduled completion date, the name of your water main pipeline contractor, and your water service pipeline contractor, which will be used by us to facilitate scheduling inspections.

This proposal and the estimated cost upon which it is based will become void if the Agreement is not executed and returned within sixty days of date of this letter. ***If there are errors or omissions within the Agreement, please contact Waterworks at (757) 926-1085 and we will make the appropriate changes.***

Before water meters are placed in the subject project, it is necessary we receive from you a ten-foot perpetual easement for the water and service pipeline. The approved format to be used is enclosed herewith (Exhibit "C") with details of distances and bearings to be furnished by you.

Approved backflow prevention measures will be taken by you to meet the Virginia Waterworks Regulations (Part II, Article 3 (VR#355-18-006), Newport News City Code (Chapter 42, Section 42-70), and the appropriate jurisdictional building Codes. You are responsible for annually testing and submitting the test reports for the backflow device. Test report forms will be provided by the Water Systems Inspection Coordinator, Waterworks Department, City of Newport News, 425 Industrial Park Drive, Newport News, Virginia 23608, (757) 234-4888, when the testing is required. If you have any questions or comments concerning the backflow prevention requirements, they should be directed to the Water Systems Inspection Coordinator.

You will be notified of final approval by this office, and a copy of the electronic executed Agreement will be provided to you via email.

Respectfully,

DocuSigned by:
K. Jennifer Cobb
9F45BF7B7E624D5...
K. Jennifer Cobb, P.E.
Assistant Director

KJC/lrb
Enclosures

pc: Ron Sterling/City of Hampton
Tim Dean/TRC
Tyler Kaplan/TRC
Joseph Bushey/TRC
File

Extension Agreement No. **040-FY2023**

Location: **Hampton Fire Station #3**

Hampton, Virginia

CITY OF NEWPORT NEWS, VIRGINIA
WATERWORKS DEPARTMENT
AGREEMENT TO EXTEND WATER MAIN AND SERVICE PIPELINE
BY CONTRACTOR

This Agreement, made this 16th day of June, 2023.00, by and between the City of Newport News, a Municipal Corporation of the Commonwealth of Virginia, hereinafter referred to as "City", and **City of Hampton**, hereinafter referred to as "Applicant".

WHEREAS, the Applicant has applied to the City for permission to connect to its system and extend the water main or mains to serve the premises, constructed or intended to be constructed, on the tract or plot of land as shown on the development map or plot plan attached hereto and made a part hereof, known as **Hampton Fire Station #3**, and marked Exhibit "A"; and,

WHEREAS, the City is willing to permit connection to its system and provide retail water service to the aforementioned development.

NOW, THEREFORE, for and in consideration of the promises, and the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. The Applicant Agrees:
 - a. At his own sole cost and expense, to furnish all labor, tools, materials, and services to install, disinfect, and tie-in water mains and appurtenances in accordance with the layout shown on Exhibit "A", and to conform to the Distribution Standards. The

water main pipeline work will be performed by
TBD
_____ . The water service pipeline work will be
performed by ^{TBD} _____ . Construction Drawings
will be furnished by the City after execution of this Agreement and the water main pipeline
work will not begin without these drawings.

b. At his own cost and expense and before final tie-in, to furnish complete "as-built" drawings, a two-year maintenance bond (water main, see Exhibit "D"), manufacturer's affidavits of construction materials, and a breakdown of the total cost of the water main pipeline as paid by the Applicant.

c. At his own cost and expense, to purchase and install material for each water service pipeline noted on Exhibit "B", provide manufacturer's affidavits associated with water service pipeline, a statement of total cost by size for the installation of water service pipeline, and prior to the first request for a service pipeline installation provide a two-year bond (service pipeline, see Exhibit E).

d. To pay the City upon execution and delivery of this Agreement, the sum of **Nine Thousand Four Hundred Forty-Nine Dollars, (\$9,449.00)**, the estimated cost of one (1) - 1 1/2" meter, one (1) - 2" meter, one (1) - 6" sprinkler service (single check detector assembly), laboratory fees, easement recordation, supervision, and inspection, as shown on Exhibit "B", attached hereto. Upon completion of this project, if it is found that actual costs exceed the estimated costs shown on Exhibit "B", the Applicant will pay the amount over the actual cost, and if the actual cost is less, then the City will refund any excess of amount paid by the Applicant.

e. Charges for required permits and street repair costs shall be made in addition to the service connection, if required.

f. To pay the current System Development Fee as established by ordinance in effect at the time of request for installation of each meter assembly when such installation is "made-ready-for" and requested by the Applicant (estimated cost of System Development Fees are shown on Exhibit "B").

g. To furnish, at no cost to the City, all necessary plats and easements for water main pipeline and service pipeline, reflecting the locations as installed and prepared in compliance with the standard form attached (see Exhibit "C") prior to acceptance of the water system to the existing system.

h. To furnish plat showing location of proposed meters and provide a marker on site indicating location for meter installation on each lot or building before the request for meter installation is made.

2. The City agrees:

a. To install each meter in accordance with existing ordinance requirements. Water service connection must be installed for the Applicant within three (3) years of the date of this agreement. If, through no fault of the City, installation is not made within three (3) years from the date of this agreement, the fees paid in connection therewith shall be forfeited and this agreement shall be void. Thereafter, the installation of water services and meters shall require payment of current fees and the completion of a new extension agreement.

b. Upon completion of the installation by the Applicant and compliance with the other terms of this Agreement to maintain and operate the water system.

c. Upon completion of the successful pressure test and placement of the water in service and with an invoice provided by the Applicant, the City agrees to reimburse an amount not to exceed one hundred and fifty thousand dollars, (\$150,000) to the Applicant.

3. The Applicant and City agree:

a. That no work will be started until this Agreement has been executed by the Applicant, approved by the City, and all streets and sidewalks, and any new and/or alterations of existing streets and sidewalks have been brought to final subgrade with curb and gutter in place and after construction drawings have been issued by the Waterworks Department.

b. No service pipeline installation can begin until the water main pipeline is placed in service and the "made-ready-for" conditions have been satisfied.

c. That the City assumes no responsibility for pavement repair if services must be installed after sidewalks have been installed and streets and/or parking areas are paved.

d. The City assumes no responsibility for the settlement of the trenches for water main pipeline and/or service pipeline after the installations are completed.

e. That the City will have the right to make further extension of this water main extension after its completion.

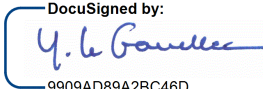
f. That this Agreement will be binding upon the respective parties, their successors, and assigns.

g. That the facilities installed under this Agreement will be the property of the City, its successors, and assigns.

Continued Page 5

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF NEWPORT NEWS

BY:  9909AD89A2BC46D...
Assistant Director
Waterworks Department

City of Hampton

BY:  B670BFEB049649C...
Name

City Engineer

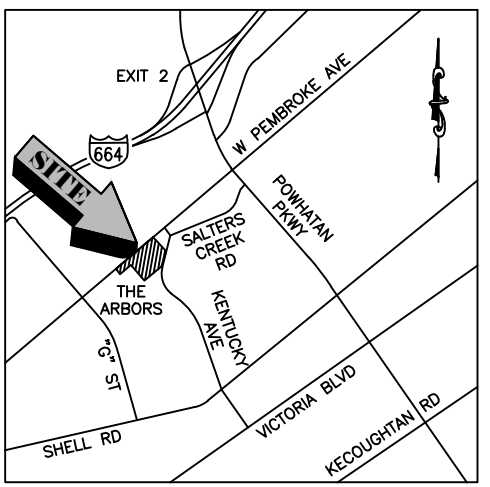
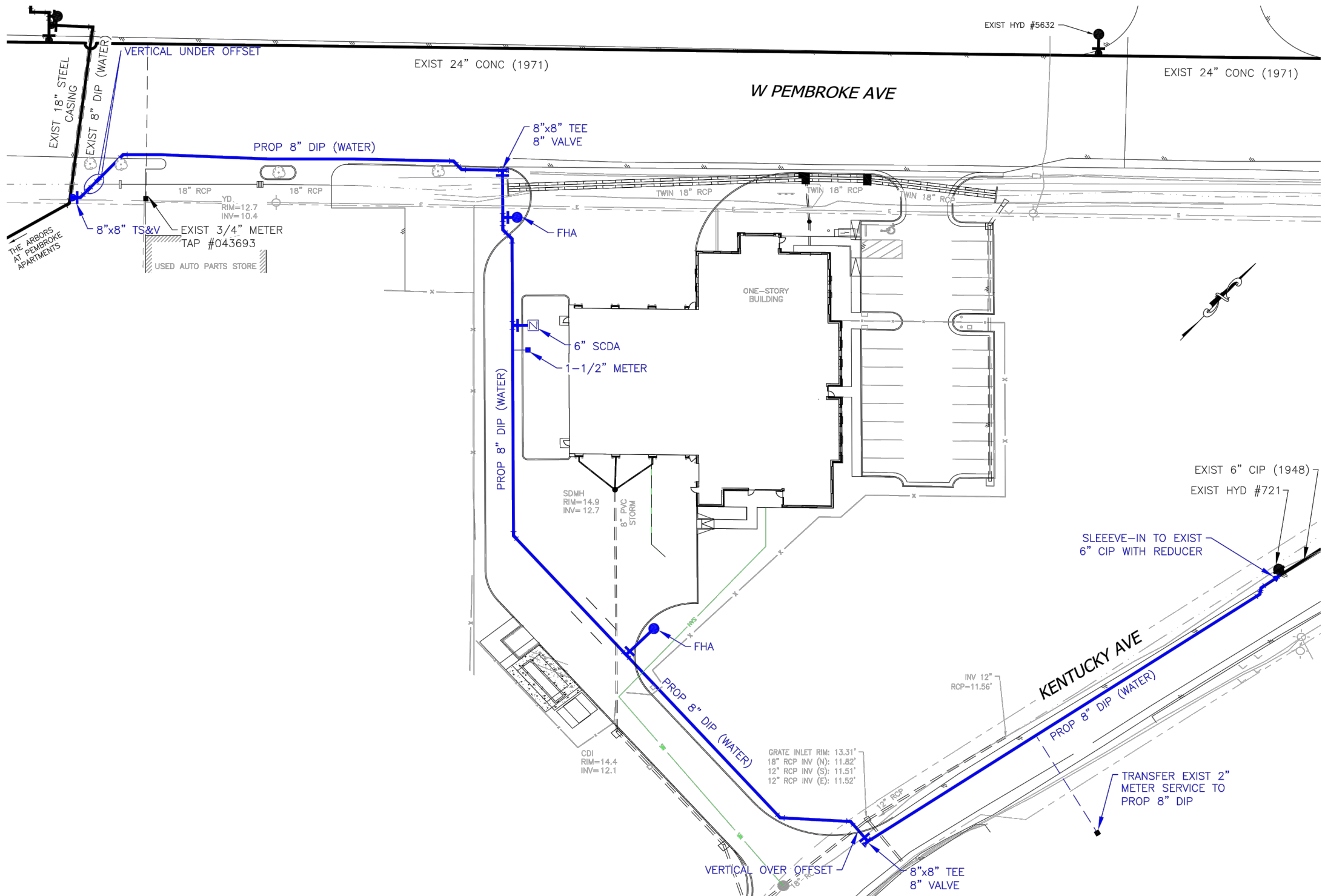
Title

Federal Tax I.D. Number: 54-6001336

If corporation, must be signed by officer having authority to execute contracts on behalf of the corporation.

WATER MAIN PIPELINE SCHEDULING INFORMATION

Project Scheduled in Service Date January 2024



VICINITY MAP – NOT TO SCALE

**TIE-IN
BY CONT**

**10' EASEMENT
FOR WATER REQUIRED**
For All Water Not Located In The Public Right -Of-Way

COVER REQUIREMENTS
NORMAL CONDITIONS.....36 INCHES
TO CLEAR OBSTRUCTIONS.....18" MIN. TO 48" MAX.
PLANS FOR OTHER CONDITIONS MUST BE SUBMITTED TO:
NEWPORT NEWS WATERWORKS FOR APPROVAL

EXHIBIT "A"

THIS DRAWING NOT TO BE USED FOR THE CONSTRUCTION OF WATER MAIN(S). CONSTRUCTION DRAWINGS WILL BE PREPARED BY THE WATERWORKS AFTER EXECUTION OF AGREEMENT.

Install (1) 1-1/2" Meter
Service Pipeline to be Installed by Contractor
(1) - 6" SPRINKLER (SCDA)

Project Number: 040-FY2023 April 12, 2023
Developer: City of Hampton
Contact: McCord Newsome, PE Phone: 757-727-8404

Hampton Fire Station #3

1905 & 1911 W Pembroke Avenue
Hampton, Virginia 23661

Extension Agreement
No. 040-FY2023

EXHIBIT "B"

Estimated quantities of the water facilities to serve the property known as **Hampton Fire Station #3**, as shown on the attached plat and total estimated cost for one (1) - 1 1/2" meter, relocation of one (1) - 2" meter, one (1) - 6" sprinkler service (single check detector assembly), laboratory fees, easement recordation, supervision, and inspection.

PROJECT ESTIMATED PIPELINE QUANTITIES

876 - feet of 8" Ductile Iron Pipe (Class 52)
38 - feet of 6" Ductile Iron Pipe (Class 52)
1 - 8 Tapping Sleeve & Valve for DIP
3 - 8" Valves (MJ x FLG)
3 - 6" Valves (MJ x FLG)
2 - Fire Hydrants

PIPELINE, TIE-IN TO BE COMPLETED BY THE APPLICANT IN
ACCORDANCE WITH DISTRIBUTION STANDARDS

CITY'S ESTIMATED SERVICE AND CHARGES

1- 1 1/2" Meters @ \$1,260.00	\$1,260.00
1 - 2" Meter Relocation @ \$1,315.00 (Yoke, Box & Inspection Fee) (1889 W Pembroke Ave, Tap#026920)	\$1,315.00
1- 6" Sprinkler Service (SCDA) @ \$3,970.00	\$3,970.00
6 - Laboratory Sample Fees @ \$27.00	\$162.00
1 - Easement Recording @ N/C	N/C
Supervision & Inspection	<u>\$2,742.00</u>

APPLICANT'S ESTIMATED CITY COST \$9,449.00

Continued Page 2

Extension Agreement
No. 040-FY2023
EXHIBIT "B" Continued

ESTIMATED SYSTEM DEVELOPMENT FEE

These charges are based on the present System Development Fee. Actual charges will be based on current System Development Fee at time of request, which will be payable at the time of each request for meter installation. (See paragraph 1.e of Agreement).

1 - 1 1/2" Meters @ \$21,420.00 \$21,420.00

A "Maintenance Bond" in the amount of \$5,000.00 or 10% of the water construction cost, whichever is greater, is to be posted prior to acceptance and placing the water system in service, which will be in effect for two years beginning at date of pressure test (See Exhibit "D").

A "Maintenance Bond" in the amount of \$5,000.00 for up to 100 services, plus an additional \$50.00 for each service over 100 services is to be posted prior to acceptance and placing the water system in service, which will be in effect for two years beginning at date of pressure test (See Exhibit "E").

Any Waterworks Department assets e.g., pipelines, service laterals, meters, appurtenances, etc. that have been identified by either the owner / developer or Waterworks to be abandoned, relocated or removed shall be done by owner / developer contractor at project cost to the developer. Any SDF Credit for existing water services will be contingent upon the agreement of the owner / developer to bear the cost of the aforementioned work within this project.

Any disturbance to water meters, meter boxes or service pipeline after initial installation that required adjustment to meet the Waterworks Department standard shall be billed to the owner / developer.

Water service and pipeline abandonment is the responsibility of the developer / contractor per Water Service and Pipeline Abandonment SOP dated May 8, 2019.

. Also, the Applicant will place a wooden stake with the letters "DC" to indicate location and finish grade for the single check detector assembly.

Approved backflow prevention measures will be taken by you to meet the Virginia Waterworks Regulations (Part II, Article 3 (VR#355-18-006), Newport News City Code (Chapter 42, Section 49-70) and the appropriate jurisdictional building Codes. You are responsible for annually testing and submitting the test reports for the backflow device. Test report forms will be provided by the Water Systems Inspection Coordinator, Waterworks Department, City of Newport News, 425 Industrial Park Drive, Newport News, Virginia 23608 (757 234-4888) when the testing is required. If you have any questions or comments concerning the backflow prevention requirements, they should be directed to the Water Systems Inspection Coordinator.

EXHIBIT “C”

SOME WORDS ABOUT EASEMENT

It is the policy of the City of Newport News that easement instruments (deeds and plats) be submitted before water service taps are made on the distribution system. Because various aspects of easement preparation have presented problems in the past, your attention is directed to the following information.

It is the developer’s responsibility to prepare, or have prepared, a recordable survey plat and a properly executed deed of easement with the “City of Newport News” named as grantee. Developer shall submit Contractor’s As-Built plans to Construction Services Branch, Waterworks Departments’ Distribution Division, 425 Industrial Park Drive, Newport News, Virginia 23608. Original deed, easement plat with a copy of the surveyor’s notes, bonds, affidavits, cost breakdown, and transmittal letter identifying the firm and/or contact person responsible for the preparation of each of the aforementioned documents shall be submitted by the developer to Waterworks Departments’ Distribution Engineering Office, 700 Town Center Drive, Suite 400, Newport News, Virginia 23606 (757 926-1215), for review. Please include addresses and phone numbers of each person.

It is the developer’s responsibility to contact the Department of Development, Real Estate Coordinator, in the City of Newport News if the developer’s property has an existing waterline easement that would need to be vacated due to i.e. property transaction, etc.

Easement Requirements

Easements for water pipelines and systems shall be exclusive and perpetual, and shall have a minimum width of 10 feet. Additional width may be required in certain instances to provide adequate access for service and maintenance; for example: casings, meters, etc. Generally the centerline of all easements shall be shown on the plat with bearings and distances referenced to established boundary lines of record. Ties to the nearest property line by bearings and distances are to be made at the beginning and end of the water main easement.

Easements must be provided for all water pipelines, service branches, water meters, detector check assemblies, fire hydrants, hydrant branches and for access to pipeline casings, etc., when located on property other than that dedicated to the public use.

The City shall rely on the developer’s engineer or land surveyor to show on the plat all easements to properly embrace all water pipelines and appurtenances as actually installed and physically located to the tolerance specified. In those cases where service lines, meter boxes, etc., are not yet installed, it shall be the developer’s responsibility to see that such items are placed within the easements provided by having his/her engineer or surveyor stake the proposed location.

Some organizations/applicants will be required to meet Code of Virginia §58-7 (In order for trustees to convey an easement they must be appointed and approved by the circuit court, and the court must agree to the conveyance).

Plat Preparation

The following information shall be shown on all plats used to depict the location of water pipeline easements.

- I. Title block information shall include:
 - a) Plat of water pipeline easement
 - b) Location
 - 1) Street name/lot number, etc.
 - 2) Subdivision name, section, phase, etc.
 - 3) Lands of
 - c) Current owner of record
 - d) Political subdivision where located (magisterial district, county)
 - e) Scale of plat
 - f) Date of plat preparation
 - g) Draftsman responsible for plat preparation
 - h) Job number assigned by firm responsible for preparation of plat (if applicable)
 - i) Space for the Waterworks drawing number
 - j) Sheet _____ of
- II. Name and address of the office of the firm responsible for preparation of the plat.
- III. Name of the surveyor/engineer responsible for preparation (application of seal certifies compliance with these requirements).
- IV. Deed book and page where parcel was recorded in public records.
- V. Current tax map and parcel number.
- VI. Approximate lot lines and numbers, if applicable.
- VII. Name of streets, roads, and/or other prominent object or area which is informative as to the location of the easement.

VIII. The centerline of the easement shown shall coincide with the physical pipeline as constructed within an accuracy of 0.5'±. In areas where the "As-Built" pipeline is deflected, approximating a simple curve, the pipeline easement should be indicated as an arc with appropriate curve data shown (delta, length and radius). If an angular fitting is installed in a deflected pipeline, begin or end curve data at the pipe joint before and/or after the fitting. All curves shall be tangential. When delineating the centerline of the pipeline, begin at the fixture from which the water pipeline extension commences giving direction and distance of the pipeline to where it intersects the property line; thence commence describing the necessary easement.

IX. Bearing along the centerline of the easement to the nearest 10 seconds of arc and on the same meridian as the subdivision.

X. Distances along the centerline of the easement to the nearest 0.01'.

XI. Ties to the nearest property line by bearings and distances are to be made at the beginning and end of the water main easement. This requirement applies to straight line mains and laterals over 100 feet in length and looped water pipelines. Looped water pipelines are to show ties from where water pipeline connects to active Waterworks pipeline and at a point on the new pipeline most distant from the Waterworks easement connection.

XII. North Arrow - Meridian to be the same as the subdivision.

XIII. Under most circumstance the minimum easement width shall be 10 feet and shall extend 5 feet beyond the end water pipeline fixture. Additional width and length may be required in certain instances to provide adequate access for maintaining the water pipeline, casings, meters, etc.

XIV. Any other applicable regulations as promulgated by the Board of Commerce, APELSCLA Board (Latest revision) and the local Jurisdiction in which it is to be recorded.

The preferred plat size is 8 ½" x 11", but plats of 8 ½" x 14" are acceptable in some jurisdictions. In all cases the size of the plat provided shall be of a size approved by the municipality in which the deed will be recorded.

The attached sample title blocks are in the format generally acceptable and are included only to exemplify the information requested, not to infringe on the creative ability of individuals.

Deed Preparation

The SAMPLE easement deed is in the format generally acceptable. **It is not intended that this be used as a "form" with the description typed on it.** During document preparation, you should determine and select properly spelled tenses () and options as required. Underlined areas are requests for a response. Do not underline the requested information. Please contact an attorney if legal assistance is needed to prepare this document.

Sample

Note:
Title to this parcel of land was obtained
through Deed/Will Book Page
See Tax Map Parcel
Plat and Meridian Reference:
(subdivision name, section/phase, date of
preparation, date of most current revision.)

City Hall Surveyors
2400 Washington Ave.
Newport News, Virginia 23607

Plat of a Water Main Easement
Projecting onto John Street
Jones Bridge Subdivision, Section 1, Phase A
to be conveyed to
City of Newport News, Virginia
by

Current Owner
Located in the City of Hampton, Va.
Scale: 1"= Dwg. By:
Date: Job No.:
Print File N^o: Extension N^o:

City Hall Surveyors
2400 Washington Ave.
Newport News, Virginia 23607

Plat of a Water Main Easement
Projecting (onto/across) Lot No. (XX)
Jones Bridge Subdivision, Section 1, Phase A
to be conveyed to
City of Newport News, Virginia
by

Current Owner
Located in Bethel District, York County, Va.
Scale: 1"= Dwg. By:
Date: Job No.:
Print File N^o: Extension N^o:

City Hall Surveyors
2400 Washington Ave.
Newport News, Virginia 23607

Plat of a Water Main Easement
Projecting (onto/across) Lands of
Heirs of John Jones
to be conveyed to
City of Newport News, Virginia
by

Sam Jones
Located in Nelson District, York County, Va.
Scale: 1"= Dwg. By:
Date: Job No.:
Print File N^o: Extension N^o:

SHEET ___ OF ___

DEED OF EASEMENT FOR WATER PIPELINE

THIS DEED OF EASEMENT, made this _____ day of _____, _____,
by and between _____, Grantor(s) and the CITY OF NEWPORT NEWS,
a Municipal Corporation of the Commonwealth of Virginia, 2400 Washington Avenue, Newport
News, Virginia 23607, Grantee.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid and other
good and valuable consideration, the receipt whereof is hereby acknowledged, said Grantor(s) do
(does) grant and convey unto the said Grantee, its successors and assigns forever, full, exclusive,
free and uninterrupted right, and privilege, now and at all times hereafter, of locating, placing,
laying and maintaining water mains, pipes, laterals and appurtenances through, along and under a
certain strip of land ten feet (10') in width (except as noted) and _____ feet,
more or less in length, situated in _____,
Virginia, the center line of which strip of land is described as follows, to-wit:

SELECT DESCRIPTION OPTION I or OPTION II,

DESCRIPTION OPTION I: All as shown on the plat attached hereto and made a
part hereof entitled _____ prepared by
_____ dated _____ (if applicable, and
revised _____) and comprised of _____ sheet(s).

Prepared By:
Name of Author:
Address:
Telephone Number:

DESCRIPTION OPTION II: All of Option I plus a verbal description of same.
(Center line of easement is to be described herein by bearings and distances)

It being a part of the same property conveyed to the Grantor(s) herein by deed

recorded on _____ in the Clerk's Office of the Circuit Court for the
Month/Day/Year

_____ of _____ in Deed Book _____ at page _____.
City or County Name of City/County Book No. Page No.

Provided, however, that in the event of the failure of the Grantee to use this land for the purposes herein granted for a continuous period of two years, or in the event that it shall cease to use same for said purposes for a continuous period of two years, all right, and privilege hereunto granted shall forever cease and determine and shall revert to the Grantor(s), their successors and assigns.

TO HAVE AND TO HOLD said land unto said Grantee, its successors and assigns forever, subject to the conditions, restrictions and limitations herein contained, all and singular the full right, and privilege aforesaid, together with the free and reasonable use of the aforesaid portion of said land for the purpose of locating, laying, and maintaining its pipe and laterals as aforesaid and at all reasonable and seasonable time of repairing, replacing, and refitting the same, with full right of egress and ingress from, to and upon said land, for the purposes named herein.

WITNESS the following signatures and seals:

SELECT EXECUTION and ACKNOWLEDGMENT OPTION I or OPTION II, OPTION I TO BE USED FOR INDIVIDUALS,

Name of Grantor (seal)

Other Grantors if Required (seal)

TYPE IN KNOWN INFORMATION OR LEAVE BLANK FOR NOTARY

STATE OF _____
Name of State

(City/County) of _____, to-wit:
Name of City or County

I, _____, a Notary Public in the

City/County and _____, do hereby certify that _____
Name of State Individual Granting Easement
(and _____) whose name(s) is (are) signed to the foregoing deed bearing date on the
_____ day of _____, _____, has (have) acknowledged the same before me
Date Month Year
in my state aforesaid.

Given under my hand this _____ day of _____,
Day Month Year

(SEAL) _____
Notary Public

My Commission Expires: _____

EXECUTION AND ACKNOWLEDGMENT, OPTION II TO BE USED FOR CORPORATIONS/PARTNERSHIPS

Name of the Corporation/Partnership
By: _____
Name of Officer

Title of Officer

TYPE IN KNOWN INFORMATION OR LEAVE BLANKS FOR NOTARY

STATE OF _____
Name of State

(City/County) of _____, to-wit:
Name of City or County

The foregoing instrument was acknowledged before me this _____ day of _____, _____
Date Month Year

by _____, _____ of _____, a _____
Name of Officer Title of Officer Name of Corporation or Partnership State of Incorporation or Registration

(Corporation/Partnership) on behalf of the _____.
Corporation/Partnership

(SEAL) _____
Notary Public

My Commission Expires: _____

Approved as to form:

Accepted by City of Newport News:

By: _____
City Attorney

By: _____

Title: _____

Deed Review/Acceptance by City

Easement deeds will be reviewed and compared with "As-Built" data furnished by the developer or his contractor and the records of the Waterworks Inspector. Deeds which do not adequately describe the required easements will be returned to the developer for correction.

Easement deeds acceptable to the Waterworks Department will be forwarded to the Newport News City Attorney's Office, which will verify the grantor and record the deed.

During the time of review by the Waterworks Departments' Engineer and the City Attorney, title to the land shall remain in the grantor.

The Waterworks shall not be responsible for easement deeds or plats submitted prior to the date that complete "As-Built" information is submitted by the developer.

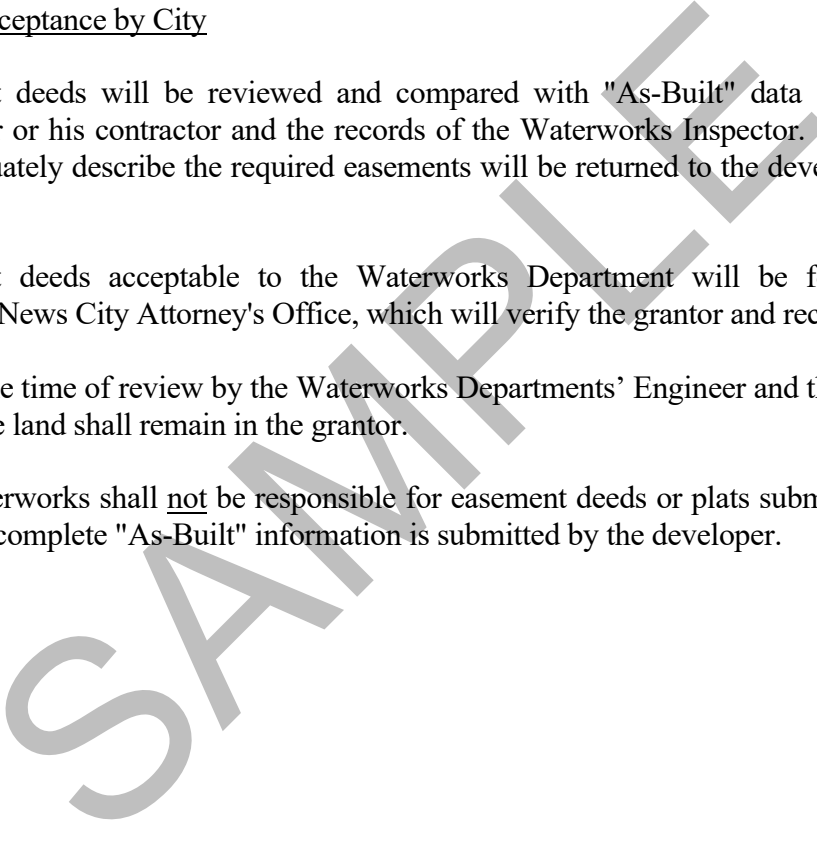


EXHIBIT "D"
PIPELINE MAINTENANCE BOND
OR
SIMILAR INSTRUMENT
NOTES

Options:

1. A "Maintenance Bond" in the amount of \$5,000.00 or 10% of the water construction cost, whichever is greater, is to be posted prior to acceptance and placing the water system in service, which will be in effect for two years beginning at date of pressure test.
2. A "Letter of Credit" through a bank or financial institution indicating payment will be made to Waterworks in the event of a claim. This "letter of credit" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;
3. Post a "Check or Cash" to Waterworks to hold for a possible claim; if no claim occurs after the two years then a refund will be made to Developer. This "check or cash" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;
4. A "Letter of Assurance" this option is only for governmental entities. This instrument provides a promise to Waterworks that if a claim occurs said governmental entity will cover the cost of the claim. This "letter of assurance" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;

EXHIBIT "D"

NAME OF INSURANCE COMPANY

ADDRESS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That (Name of Contractor or Developer)
as Principal, hereinafter called Contractor or Developer, and (Insurance
Company) , a corporation duly created and existing under the laws of the State of
(State) and having its principal office in (City) , (State)
as Surety, hereinafter called Surety, are held firmly bound unto the City of Newport New,
Virginia as obligee, hereinafter called Owner, in the amount of **Five Thousand Dollars**
(\$5,000.00) or 05% of the water construction cost, whichever is greater, in the amount
of Dollars (\$) for the payment whereof
Contractor or Developer and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor or Developer entered into a contract with the Owner dated
(date of pressure test), for Maintenance of Water Line for **(Name of Development)**,
which contract is by reference made a part hereof, and is hereinafter referred to as the
CONTRACT; and

WHEREAS, the Contract contains provisions for the correction of any defects due
to defective materials or workmanship in the work performed under said Contract;

EXHIBIT "D"

NAME OF INSURANCE COMPANY

ADDRESS

MAINTENANCE BOND

NOW, THEREFORE, the condition of this obligation is such that if the Contractor or Developer, upon receiving notice within a period of Two Years from the date work has been completed and accepted of any defects in the work performed under the Contract which are directly attributable to defective materials or workmanship, shall promptly correct said defects, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or its successors or assigns.

SIGNED AND SEALED THIS _____ day of _____, _____.

(Name of Contractor or Developer)

(Principal)

WITNESS:

(Title)

(Name of Casualty Company)

By: _____
(Attorney-in-Fact)

Provide certified copy of Power of Attorney

EXHIBIT "E"
SERVICE PIPELINES MAINTENANCE BOND
OR
SIMILAR INSTRUMENT
NOTES

Options:

1. A "Maintenance Bond" in the amount of \$5,000.00 for up to 100 services, plus an additional \$50.00 for each service over 100 services is to be posted prior to acceptance and placing the water system in service, which will be in effect for two years beginning at date of pressure test.
2. A "Letter of Credit" through a bank or financial institution indicating payment will be made to Waterworks in the event of a claim. This "letter of credit" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;
3. Post a "Check or Cash" to Waterworks to hold for a possible claim; if no claim occurs after the two years then a refund will be made to Developer. This "check or cash" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;
4. A "Letter of Assurance" this option is only for governmental entities. This instrument provides a promise to Waterworks that if a claim occurs said governmental entity will cover the cost of the claim. This "letter of assurance" shall be in place prior to acceptance, and placing the water system in service, which will be in effect for two years beginning at date of pressure test;

EXHIBIT "E"

NAME OF INSURANCE COMPANY

ADDRESS

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ **(Name of Contractor)** _____ as Principal, hereinafter called Contractor, and _____ **(Insurance Company)** _____, a corporation duly created and existing under the laws of the State of _____ **(State)** _____ and having its principal office in _____ **(City)** _____, _____ **(State)** _____ as Surety, hereinafter called Surety, are held firmly bound unto the City of Newport News, Virginia, as obligee, hereinafter called Owner, in the amount of **Five Thousand Dollars** (\$5,000.00) for up to 100 services, plus \$50 per service over 100 services for the total amount of _____ **Dollars (\$ _____)** for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor entered into a contract with the Owner dated _____ **(Issuance by Surety)** _____, for Maintenance of _____ **(Quantity)** Service Lines for _____ **(Name of Development)** _____, which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT; and

WHEREAS, the Contract contains provisions for the correction of any defects due to trench settlement associated with service installation or workmanship in the work performed under said Contract;

NOW, THEREFORE, the condition of this obligation is such that if the Contractor upon receiving notice within a period of Two Years from the date the first service installation was completed and accepted of any defects in the work performed under the

EXHIBIT "E"

NAME OF INSURANCE COMPANY

ADDRESS

MAINTENANCE BOND

Contract which are directly attributable to trench settlement associated with service installation or workmanship, shall promptly correct said defects, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or its successors or assigns.

SIGNED AND SEALED THIS _____ day of _____, _____.

(Name of Contractor)

(Principal)

WITNESS:

(Title)

(Name of Casualty Company)

By: _____

(Attorney-in-Fact)

Provide certified copy of Power of Attorney