THIS MEMORANDUM OF AGREEMENT, made and entered into between the Town of Leesburg, in Virginia, a municipal corporation, party of the first part, and Charles T. Brosius, Trustee, party of the second part.

W I T N E S S E T H :

THAT, WHEREAS, the party of the second part has agreed to finance and pay for the installation of an eight inch water line from Virginia State Route No. 7, along Virginia State Route No. 773, for a distance of eleven hundred and eighty feet to the southeast corner of Parcel B-4 and one fire hydrant and to have the same installed in compliance with the plan and requirements of the party of the first part, and the party of the first part has agreed that the revenue collected from the sale of water from the said water line, except for present users and any extension of the main line, shall be collected and paid to the party of the second part until he is reimbursed for $2800.00 of the cost of installing said water line and two fire hydrants:

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00), cash in hand paid, receipt whereof is hereby acknowledged by each party hereto, the said party of the second part agrees to pay for the cost of installing a water line eight inches in diameter for a distance of eleven hundred and eighty feet from Virginia State Route No. 7 along Virginia State Route No. 773 to the southeast corner of said Parcel B-4 and one fire hydrant, which said waterline and fire hydrant are to be installed in accordance with the specifications of the party of the first part and under its supervision; and the said party of the first part agrees to collect the revenue from water sold from said water line, except for those who are now using the same or may use water from any extension of same, and pay the party of the second part until he is paid $2800.00 of the cost of installing said water line but

it is understood that no interest shall be paid to the party of the second part on the amount of the cost of installing said water line and fire hydrant#.

IT IS FURTHER MUTUALLY UNDERSTOOD and agreed that the said water line when installed and accepted by the Town shall be the property of the Town and the party of the second part or his assigns shall be entitled to reimbursement of $2800.00 of the cost of installing the same and one fire hydrant# and is to be paid out of the first revenue collected from water sold from said water line, except for present users and any extension of the main trunk line, which revenue is to be collected by the party of the first part and paid to the party of the second part in sums of not less than Five Hundred Dollars ($500.00) until the party of the second part is paid $2800.00 or his assigns.

IT IS FURTHER AGREED and understood that this agreement is subject and subordiante to the pledges and agreements of the Town to use water revenues to pay the interest and principal of the Town's bonded indebtedness.

IN TESTIMONY WHEREOF the party of the first part, by a resolution adopted on the 12th day of June, 1961, has authorized its Mayor to affix the signature of the Town to this agreement and authorized and directed the Recorder to attest the same.

WITNESS the following signatures and seals.

THE TOWN OF LEESBURG, in Virginia,
A municipal corporation

By _____ (SEAL)
Mayor

Attest:

Elmer M. Cunningham
Recorder

_____ (SEAL)
Charles T. Brosius, Trustee

A G R E E M E N T

THIS AGREEMENT, made and entered into this day of May, 1955, by and between THE TOWN OF LEESBURG, IN VIRGINIA, Leesburg, Loudoun County, Virginia, a municipal corporation chartered under the laws of the Commonwealth of Virginia, Party of the First Part, and TRI-COUNTY ELECTRIC COOPERATIVE; JOHN ALLEN JOHNSTON and HELEN M. JOHNSTON, his wife; SOL FELDMAN and PHYLLIS FELDMAN, his wife; F. E. BISHOP and ETHEL BISHOP, his wife; FRANK MARR and HELEN MARR, his wife; LEONARD W. PARKER and HELEN A. PARKER, his wife; RALPH R. PETERS and ALICE E. PETERS, his wife, owners of the Gulf Oil Company service station on State Highway Route No. 7; DONALD C. WEILLER and J. ARTHUR WINEBURG, joint owners of the City Service Company service station on State Highway Route No. 7; SOUTHERN STATES LEESBURG COOPERATIVE, INCORPORATED, Leesburg, Virginia, a corporation formed and organized under the laws of the State of Virginia; THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF VIRGINIA, a corporation formed and organized under the laws of the State of Virginia; the VIRGINIA STATE HIGHWAY DEPARTMENT; and THE COUNTY SCHOOL BOARD OF LOUDOUN COUNTY, VIRGINIA, Parties of the Second Part.

W I T N E S S E T H :

WHEREAS, the Parties of the Second Part, with the exception of the County School Board of Loudoun County, Virginia, are the owners of property fronting on State Highway Route No. 7 commencing near its juncture at the Eastern edge of the Corporate limits of the Town of Leesburg, Virginia, and running in an Easterly direction to its intersection with Parker Road, and, the owners of property fronting on Parker Road from its intersection with State Highway Route No. 7 South to the lands of the Washington and Old Dominion Railroad Company; and,

WHEREAS, the Parties of the Second Part have requested the Town of Leesburg, in Virginia, to act as agent for said Parties of the Second Part in the construction and installation of a sewer line running, approximately, from the Corporate limits of the Town of Leesburg on the North side of State Highway Route No. 7 to its intersection with Parker Road, and thence South in Parker Road to the sewerage disposal plant of the Town of Leesburg, in Virginia, and to permit and authorize the connection of said sewer line to said sewerage disposal plant; and,

WHEREAS, the Parties of the Second Part have agreed and by these presents do agree to pay the full, total and complete cost of the installation and construction of said sewer line, including, among other things, all engineering, rights-of-way, easements and other expenses incidental to the cost of such installation and construction; and,

WHEREAS, the Parties of the Second Part have agreed to place in escrow the sum of Thousand Dollars ($) to cover the cost of said installation, construction and incidental expenses, each contributing thereto the amount hereinafter set opposite his name, which said sum or sums shall be paid upon the ensealing of this agreement, and said monies shall be placed on deposit with The Loudoun National Bank, Leesburg, Virginia, under the name of "Town of Leesburg, Route No. 7 and Parker Road Sewer Extension," and shall be subject to withdrawal and use under the terms and conditions hereinafter set forth, by the escrow agents named herein; and,

WHEREAS, the Town of Leesburg, in Virginia, by virtue of that certain resolution adopted at a duly called meeting held on the 25th day of April, 1955, authorized and directed the Mayor and the Recorder to execute this agreement for and on behalf of the Town of Leesburg, in Virginia, said agreement to provide for the installation and construction of said sewer line in accordance with

WHEREAS, the Parties of the Second Part have requested the Town of Leesburg, in Virginia, to act as agent for said Parties of the Second Part in the construction and installation of a sewer line running, approximately, from the Corporate limits of the Town of Leesburg on the North side of State Highway Route No. 7 to its intersection with Parker Road, and thence South in Parker Road to the sewerage disposal plant of the Town of Leesburg, in Virginia, and to permit and authorize the connection of said sewer line to said sewerage disposal plant; and,

WHEREAS, the Parties of the Second Part have agreed and by these presents do agree to pay the full, total and complete cost of the installation and construction of said sewer line, including, among other things, all engineering, rights-of-way, easements and other expenses incidental to the cost of such installation and construction; and,

WHEREAS, the Parties of the Second Part have agreed to place in escrow the sum of Thousand Dollars ($) to cover the cost of said installation, construction and incidental expenses, each contributing thereto the amount hereinafter set opposite his name, which said sum or sums shall be paid upon the signing of this Agreement, and said Notes shall be placed on deposit with The Loudoun National Bank, Leesburg, Virginia, under the name of "Town of Leesburg Route No. 7 and Parker Road Sewer Extension," and shall be subject to withdrawal and use under the terms and conditions hereinafter set forth, by the escrow agents named herein; and,

WHEREAS, the Town of Leesburg, in Virginia, by virtue of that certain resolution adopted at a duly called meeting held on the 25th day of April, 1955, authorized and directed the Mayor and the Recorder to execute this agreement for and on behalf of the Town of Leesburg, in Virginia, said agreement to provide for the installation and construction of said sewer line in accordance with

Note: Some of the participants did not pay their share

the plans and specifications of Perrow and Brockenbrough, consulting engineers for the Town of Leesburg, in Virginia, and pursuant to the terms and conditions of this agreement,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and undertakings of the Parties hereto, as hereinafter set forth, and in further consideration of the sum of One Dollar ($1.00) in hand paid by each of the Parties hereto to the other prior to the ensealing of this agreement, the receipt whereof is hereby acknowledged, it is agreed:

(1) That the Parties of the Second Part are the owners of land fronting on Route No. 7 and Parker Road in the County of Loudoun, State of Virginia, on both sides thereof commencing at the Corporate limits on the East side of the Town of Leesburg, in Virginia, at their juncture with Route No. 7, extending Easterly to the intersection of State Route No. 7 to its intersection with Parker Road, and thence South along Parker Road to its termination at the boundary line of the lands of the Washington and Old Dominion Railroad, in the amount, on a front footage basis as hereinafter set forth, except that the Southern States Leesburg Cooperative, Incorporated, is the owner of lands on the North side of Route No. 7 within the Corporate limits of the Town of Leesburg, in Virginia; and the County School Board of Loudoun County, Virginia, is the owner of lands to the East of Parker Road adjoining the owners of property fronting on said Parker Road; and desire the right to connect and use said sewer line:

		Estimated Cose
John Allen Johnston and wife, two parcels	138 feet	317.40
Southern States Leesburg Cooperative, Incorporated	100 feet	230.00
Sol Feldman and wife	100 feet	230.00
F. E. Bishop and wife	259 feet 8 3/4	697.40
Frank Marr and wife	150 feet	345.00
Ralph R. Peters and wife (Gulf Oil)	100 feet	230.00
Donald C. Weiller and J. Arthur Wineburg (City Service)	188.2 feet	432.86
Virginia State Highway Department	206.18 feet	474.22
The Chesapeake and Potomac Telephone Company of Virginia	267.30 feet	614.79
Tri-County Electric Cooperative	150 feet	345.00
Leonard W. Parker and wife	2237.64 feet	5146.57

3757

In addition to the foregoing, other lands fronting on Route No. 7 and Parker Road along the lines of said sewer line, are the lands of Claude Honicon on the North side of Route No. 7, extending forty (40) feet; the lands of the Coca-Cola Bottling Works on the South side of Route No. 7, extending one hundred fifty (150) feet, and the lands of the Virginia Electric and Power Company, fronting on Parker Road, extending six hundred seven and thirty-one hundredths (607.31) feet.

(2) The Parties of the Second Part are advised by Messrs. Perrow and Brockenbrough, consulting engineers of the Town of Leesburg, in Virginia, that the cost of installation and construction, including expenses incidental thereto, will approximate but not exceed the cost of Two Dollars and Thirty Cents ($2.30) per front foot; that is to say, the cost of the installation and construction, plus incidental expenses of said sewer line will not exceed the cost of Four Dollars and Sixty Cents ($4.60) per running foot, or a cost of Two Dollars and Thirty Cents ($2.30) per front foot to the fronting and adjoining land owners on each side of the roads embraced in said sewer line.

(3) It is understood and agreed and by these presents the Parties hereby do agree that the following named persons (including partnerships and corporations) will pay over to The Loudoun National Bank, Leesburg, Virginia, as Escrow Agent, prior to or concurrently with the execution of this agreement, the sum of monies set opposite their names:

John Allen Johnston and wife 2 parcels	$ 317.40
Southern States Leesburg Cooperative, Incorporated	250.00
Sol Feldman and wife	230.00
F. E. Bishop and wife	635.00
Frank Marr and wife	460.00
Ralph R. Peters and wife (Gulf Oil)	500.00
Donald C. Weiller and J. Arthur Wineburg (City Service)	
Virginia State Highway Department	
The Chesapeake and Potomac Telephone Company of Virginia	5800.00
Tri County Electric Cooperative	
Leonard W. Parker and wife	4000.00

(4) It is understood and agreed by and between the Parties hereto that in accordance with and pursuant to the terms of the escrow agreement executed by the Parties hereto and the said Loudoun National Bank of Leesburg, Leesburg, Virginia, Escrow Agent, which is attached hereto as "Appendix A" and made a part hereof the same as if fully set forth herein, the said Escrow Agent will deposit said funds in The Loudoun National Bank, Leesburg, Virginia, pursuant to the terms of said agreement, and pay out said funds in accordance with the terms and provisions of said escrow agreement.

(5) It is understood and agreed by and between the Parties hereto that any overage remaining after the payment of the costs of the installation and construction and incidental expenses of said sewer line, the said Escrow Agent shall refund and pay over to each contributing Party, as set forth in Paragraph (1) hereinabove, their proportionate share of said refund based upon their contribution thereto, but that in no event shall any person receive as a refund a sum which, when deducted from their contribution, will reduce the amount paid by said person below his proportionate share of the total costs of the installation and construction, including incidental expenses, of said sewer line.

(6) It is further understood and agreed by and between the Parties hereto and by these presents the Parties of the Second Part hereby agree to pay their proportionate share on a front footage basis, of the costs of said sewer line; and, it is further understood and agreed by and between the Parties hereto that each owner of land fronting on State Highway Route No. 7 and Parker Road, along the course of said sewer line, will pay to the Town of Leesburg, in Virginia, any connection charges duly assessed by or under ordinance of the Town Council of the Town of Leesburg, in Virginia, for connecting with said sewer line and in effect at the time of the application for said connection; and, will pay, in accordance with any and all charges now or hereafter assessed and established

by or under ordinance of the Town Council of the Town of Leesburg, in Virginia, any and all water and/or sewer charges assessed and in effect of said Town for the use of said sewer line.

(7) It is understood and agreed and by these presents The Chesapeake and Potomac Telephone Company of Virginia agrees that in the determination of the total costs of the installation and construction, including costs incidental thereto, of said sewer line, that it will pay any and all costs in excess of what would otherwise be the total costs of installation and construction of said sewer line if the said sewer line at the request of the said Chesapeake and Potomac Telephone Company of Virginia is installed for the convenience of said Company at a lower depth than would otherwise be required; and, that the increased cost occasioned thereby will be paid by the said Chesapeake and Potomac Telephone Company of Virginia and shall be deducted from the total costs of said installation and the remainder of such total costs used as the basis for determining the proportionate share of each fronting and adjoining property owner of the total cost of said installation on a front foot basis.

(8) It is understood and agreed and by these presents the Parties hereto agree that upon completion of the installation and construction of said sewer line, said sewer line shall become the sole and exclusive property of the Town of Leesburg, in Virginia, and the Parties of the Second Part do by these presents release, relinquish, set over and assign for themselves, their heirs and assigns, unto the Town of Leesburg, in Virginia, all of their right, title and interest in and to said sewer line, together with any and all claim or claims which they have or may have with respect to said sewer line arising by virtue of any interest therein due to or occasioned by the terms of this agreement, or otherwise existing in equity and/or in law.

(9) It is understood and agreed by and between the Parties hereto and by these presents the Parties hereto agree that the Town of Leesburg, in Virginia, shall operate and maintain said sewer line and shall be solely responsible, for said operation, and maintenance, and, for any damages which may arise out of the installation and construction of said sewer line.

(10) It is understood and agreed by and between the Parties hereto and by these presents it is agreed that the sum of Eight Hundred Dollars ($800.00) contributed by the County School Board of Loudoun County, Virginia, is in full and complete payment for their right to connect to said sewer line, and is in full payment of any and all costs for the acquisition of any easement or right-of-way across the property of any other owner, which shall be necessary in order to enable the said County School Board of Loudoun County, Virginia, to connect the sewer system for Douglass High School to said sewer line; and, it is further understood and agreed that the Town of Leesburg, in Virginia, shall, when called upon so to do, obtain for said County School Board of Loudoun County, any and all rights-of way and easements that may be necessary for the laying and installation of any such connecting line; and, the costs of any and all such rights-of-way or easements shall be ascertained and certified to said Escrow Agent named herein, by the Auditor-Treasurer of the Town of Leesburg, in Virginia, and upon such certification said Escrow Agent shall pay said sum, pursuant to said certification, to the owner or owners of said property across which said right-of-way or easement is obtained; and, it is further understood and agreed by and between the Parties hereto that no refund or reimbursement of any kind shall be made to the County School Board of Loudoun County, Virginia, as is provided for herein for the owners of lands adjoining said sewer line; and, it is further understood that all costs incident to the acquisition of said easement or right-of-way shall be included in determining the total costs of said sewer line.

(11) It is understood and agreed between the Parties hereto and by these presents the Parties hereto agree that the Town of Leesburg, in Virginia, will not permit or authorize any owner of lands fronting and adjoining the said sewer line, who is not a Party to this agreement, to connect therewith without paying, prior to the issuance of any permit authorizing connection thereto, his proportionate share, computed on a front footage basis, of the cost of the installation and construction, and expenses incidental thereto, of said sewer line, which sum when paid and collected shall be distributed among such of the signatory contributors hereto who have not received the full amount of the refund to which he (it) is entitled under this agreement.

(12) It is understood and agreed by and between the Parties hereto and by these presents the Parties hereto agree that funds received from any connection charge, water or sewer use charge, shall be the sole and exclusive funds of the Town of Leesburg, in Virginia, and shall not be taken into account, used, or computed in any way in determining the cost of installation and construction of said sewer line, nor shall they be used for any purposes of the refund by the Escrow Agent hereinabove mentioned.

(13) It is understood and agreed by and between the Parties hereto that the Town of Leesburg, in Virginia, as agent for the Parties of the Second Part, will proceed with all reasonable dispatch in the installation of said sewer line and will install and construct same by the employment of independent contractors under open and competitive bidding in accordance with the laws of the Commonwealth of Virginia, providing for open and competitive bidding on projects by municipalities of the Commonwealth of Virginia.

(14) It is understood and agreed by and between the Parties hereto that upon the completion of the installation and construction of said sewer line the Auditor-Treasurer of the Town of Leesburg, in

Virginia, shall determine the total costs of said sewer line and shall certify same to the said Escrow Agent, who shall, upon receipt of said certification, pay out of the funds held by him, to the Parties designated in said certification, the amounts then due and owing, all as more particularly set forth in the said Escrow Agreement which is attached hereto as "Appendix A".

(15) It is understood and agreed by and between the Parties hereto that the intent and purpose of this agreement is that each owner of lands adjoining said sewer line shall pay his proportionate share of the cost of same; that said sewer line shall be constructed at the earliest possible date, and that in order to make possible the early construction of same, the Parties of the Second Part have contributed and placed in escrow the sum set opposite their name in Paragraph (4) hereinabove, which said sums are to be held in escrow and paid out in accordance with the terms and conditions and provisions of "Appendix A" attached thereto.

(16) All rights and liabilities under this agreement shall be extended to the heirs, executors, administrators, successors, and assigns of the Parties hereto respectively.

WITNESS our hands and seals this day of May, 1955.

THE TOWN OF LEESBURG, IN VIRGINIA
By _____
Mayor

((SEAL))
Attest:

_____
Recorder

Party of the First Part

_____(SEAL)
John Allen Johnston

_____(SEAL)
Helen M. Johnston

SOUTHERN STATES LEESBURG COOPERATIVE, INCORPORATED

By _____

_____(SEAL)
Sol Feldman

_____(SEAL)
Phyllis Feldman

_____ (SEAL)
F. E. Bishop

_____ (SEAL)
Ethel Bishop

_____ (SEAL)
Frank Marr

_____ (SEAL)
Helen Marr

_____ (SEAL)
Ralph A. Peters

_____ (SEAL)
Alice E. Peters

_____ (SEAL)
Donald C. Weiller

_____ (SEAL)
J. Arthur Wineburg

VIRGINIA STATE HIGHWAY DEPARTMENT

By _____

THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF VIRGINIA

BY C B Reh
Equipment & Building Engineer

TRI-COUNTY ELECTRIC COOPERATIVE

By _____

_____ (SEAL)
Leonard W. Parker

_____ (SEAL)
Helen A. Parker

Parties of the Second Part

_____ (SEAL)
F. E. Bishop

_____ (SEAL)
Ethel Bishop

_____ (SEAL)
Frank Marr

_____ (SEAL)
Helen Marr

_____ (SEAL)
Ralph R. Peters

_____ (SEAL)
Alice E. Peters

_____ (SEAL)
Donald C. Weiller

_____ (SEAL)
J. Arthur Wineburg

VIRGINIA STATE HIGHWAY DEPARTMENT

By _____

THE CHESAPEAKE AND POTOMAC TELEPHONE COMPANY OF VIRGINIA

BY C B Gretz
Equipment & Buildings Engineer

TRI-COUNTY ELECTRIC COOPERATIVE

By _____

_____ (SEAL)
Leonard W. Parker

_____ (SEAL)
Helen A. Parker

Parties of the Second Part