

**AMENDMENT and MODIFICATION TO FAUQUIER COUNTY/TOWN
OF WARRENTON/WSA MASTER SEWER & WATER AGREEMENT**

This Amendment and Modification to the Fauquier County/Town of Warrenton/WSA Master Sewer and Water Agreement ("the Triparty Agreement") is made and entered into this ____ day of _____, 2025, by and between Fauquier County ("the County"), Town of Warrenton ("the Town") and David M. Dobson ("Dobson").

A. Recitals

R-1. The County is a political subdivision of the Commonwealth of Virginia which does not operate any sewer and water facilities in its own capacity.

R-2. The County has established certain water and sewer service areas under its comprehensive plan for the land around the Town and elsewhere within its boundaries.

R-3. Dobson has received approval from the Town for water service to be extended to an area within the surrounding County area, subject to an amendment to the Triparty Agreement; and the parties wish to make the said amendment;

R-4. The Town owns and operates water distribution and sewage treatment systems located both within and without its corporate limits pursuant to Section 15.2-2109 of the Virginia Code.

R-5. In connection with the Project, the County, the Fauquier County Water and Sanitation Authority ("FCWSA") and the Town have agreed to modify the previously established provision of sewer and water services to the residents of the County in the Warrenton Service Area, as the same is defined in the Fauquier County Comprehensive Plan, in a certain Master Sewer and Water Agreement dated June 28, 2001 (the "Tri-Party Agreement").

Resolutions have been adopted by the parties, authorizing execution of this agreement; now therefore

B. Consideration

In consideration of the mutual benefits accruing to the parties, the receipt and sufficiency of which are acknowledged,

C. Agreement

1. SERVICE AREA

1.1 The parties agree that the area to be included in the "Town Water Service Area," as designated in the Triparty Agreement as Exhibit "B" shall be expanded to include the area PIN Nos. 6985-60-5718-000 and 6985-51-6810-000.

1.2 Subject to all of the conditions set forth in this Agreement, the Town agrees to provide water service to the Property up to a maximum number of 23 water service taps, allocated as set forth in Subparagraph 1.4 below.

1.3 The Parties hereto agree that the provision of water service by the Town to the Property is conditioned upon: (i) the County approving the proposed Tiffany Estates development subdivision in approximately the same form as submitted as the Tiffany Estates layout (and in conformance with Exhibit "A" hereto), but with 23 R-1 lots, and noting that any material change in the subdivision layout application shall be subject to further County approval; and (ii) the Project, including after being constructed, shall at all times be in substantial conformance with the layout as approved. In the event that the conditions precedent set forth in (i) and (ii) are not satisfied, the Town shall have no obligation to provide water service to the Property. In the event that any portion of the Project then built or under construction is not in substantial conformance with the approved layout, or if Dobson shall at any time fail to be in compliance with the terms of this Agreement, then the Town shall be entitled to withhold all

future connections to the water system unless and until the Project is brought into substantial conformance with the approved layout and/or Dobson is in compliance herewith.

1.4 Subject to all of the conditions set forth herein, Dobson shall receive water service for a maximum of twenty-three (23) R-1 zoned lots.

1.5 Dobson shall build the Project water infrastructure to Town standards, and shall connect the Project water system to the existing Town water system in at least two places proximate to the Property as designed by the Town, all at Dobson's expense. Dobson shall post the construction bonds required by the Town, and the Town shall have the right to approve the water system plans and specifications and to inspect the installation of the system, all in the same manner as if the system were in the Town. Dobson shall include in its recorded covenants for the Property a prohibition against any lot owner drilling an on-site well for private use.

1.6 Dobson shall pay the Town fees in accordance with the terms set forth in Attachment A.

2. DESIGN AND CONSTRUCTION OF WATER FACILITIES

2.1 The Parties acknowledge that Section 3 of the Master Agreement shall govern design and construction matters.

2.2 The Parties agree that the Town shall have the right to acquire easements for such lines necessary or appropriate to service the relevant portion of the Property and Dobson shall timely cooperate to grant same, as the Town may request from time to time.

2.3 The Parties agree that the County shall not be liable for the cost of the design, construction and maintenance or operation of any water facility to be constructed to serve the Tiffany Estates.

3. RATES FOR SERVICES

3.1 The Town shall have the right and obligation to establish water service rates, from time to time and at its discretion, as set forth in Section 5 of the Master Agreement.

4. CONDITIONS PRECEDENT AND STATUTORY APPROVALS.

4.1 Conditions precedent to the effectuation of this Agreement:

a) The Master Agreement shall be fully executed and shall become effective by its terms; and

b) This Agreement shall have been adopted by the County's Board of Supervisors; and

c) This Agreement shall have been adopted by the Town Council of the Town.

d) This Agreement shall have been adopted and executed by David Dobson and David Dobson's attorney (licensed in Virginia) shall have provided the other parties hereto with a written legal opinion stating that Dobson's officers or members signing this Agreement have due authority to do so, and that this Agreement, including all of the conditions set forth herein, is a legal, valid and binding obligation of Dobson, fully enforceable against Dobson in accordance with its terms.

4.2 The parties agree that the adoption of this Agreement by the County's Board of Supervisors, and by the Town Council of the Town shall be deemed to be, with respect to the Project, approvals for the provision of services (subject to the conditions set forth herein) as required under the Virginia Code.

4.3 The County hereby approves, subject to the conditions set forth herein, the provision of water service by the Town to the Property.

4.4 The Recitals set forth above are substantive and are fully incorporated into this Agreement.

5. MISCELLANEOUS PROVISIONS.

5.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

5.2 Recitals and Headings. The Recitals hereof are an integral part of this Agreement, and contain substantive obligations. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

5.3 Binding Effect. This Agreement shall be deemed to run with the land and shall be binding upon, and inure to the benefit of, the Parties hereto and their respective legal representatives, successors and assigns, including each party with an interest in the Property or any part thereof such as any homeowners' association or similar organization.

5.4 Assignment. This Agreement is assignable by Dobson provided that he may not do so prior to the later of (i) approval of the layout by the County and (ii) the recordation of this document. Should Dobson sell or assign a majority interest in the Project to another developer or entity (other than collateral assignments to secure financing for the Project, and then only until any action taken by the financier in respect of the collateral, whereupon it shall be deemed to be an assignee), then (a) the assignee or purchaser shall take its interest(s) subject to the obligations of Dobson as set forth in this Agreement; and (b) it shall notify the Town and the County of its contact information in accordance with Subparagraph 5.1 above. Such notification shall occur within ten (10) days of the effective date of the assignment or purchase. Each such assignee or purchaser shall acknowledge to the Town and the County in a signed writing that it is

specifically bound by this Agreement, and no such assignment shall be effective until receipt by the Town and the County of this written acknowledgment contemplated herein.

5.5 Entire Agreement. This Agreement contains the full and final agreement among the parties hereto with respect to the provision of water service to the Property. In the event of any conflict between this Agreement and the Master Agreement, this Agreement shall control.

5.6 Modification and Waiver. No change or modification of this Agreement shall be valid unless the same is in writing and properly executed by each of the Parties hereto pursuant to due authority. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is properly executed with due authority by the party against whom it is sought to be enforced.

5.7 This Agreement may be recorded in the land records of the Circuit Court of Fauquier County by any party hereto.

6. NOTICES.

6.1 Any and all notices, requests or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by hand-delivery or by registered or certified mail, return receipt requested, and first class postage prepaid as follows:

TO TOWN: Mayor, Town of Warrenton
21 Main Street
Warrenton, VA 20186

Copy to: Town Attorney
21 Main Street
Warrenton, VA 20186

TO FAUQUIER: Chairman, Board of Supervisors
Fauquier County
10 Hotel Street, Suite 208
Warrenton, VA 20186

Copy To: County Attorney
10 Hotel Street, 2nd Floor
Warrenton, VA 20186

DOBSON: David M. Dobson
9198 North Cliff Lane
Rixeyville, VA 22737

Copy to: James P. Downey, Esq.
JAMES P. DOWNEY, P.C.
298 Falmouth Street
Warrenton, VA 20186

Notices shall be deemed effective when received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as
of the day and year set forth above.

ATTEST: TOWN OF WARRENTON, a Virginia
Municipal Corporation

_____ By: _____ (SEAL)

APPROVED AS TO FORM:

Town Attorney

Commonwealth of Virginia,
County of Fauquier, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this
_____ day of _____, 2025, by _____ as Town Manager
for the Town of Warrenton.

(Notary Seal)

Notary Public
Notary Registration Number _____
My Commission Expires _____

FAUQUIER COUNTY WATER AND
SANITATION AUTHORITY

BY: _____

Commonwealth of Virginia,
County of Fauquier, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this
_____ day of _____, 2025, by _____ as
_____ for the Fauquier County Water and Sanitation Authority.

(Notary Seal)

Notary Public
Notary Registration Number _____
My Commission Expires _____

FAUQUIER COUNTY BOARD OF
SUPERVISORS

BY: _____

Commonwealth of Virginia,
County of Fauquier, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this
_____ day of _____, 2025, by _____ as
_____ for the Fauquier County Board of Supervisors

(Notary Seal)

Notary Public
Notary Registration Number _____
My Commission Expires _____