

RIGHT OF ENTRY AGREEMENT
Washington & James Street, Luter Acres

THIS AGREEMENT, made this _____ day of _____, 2022, by and between _____, a Virginia limited liability company, of the first part, herein referred to as "Developer/Contractor"; and TOWN OF SMITHFIELD, a Virginia municipal corporation situate in Isle of Wight County, of the second part, herein referred to as "Town."

WHEREAS, Developer/ Contractor is required to pay the costs of designing and installing certain sewer, water, streets lights, entrance signage, and street improvements within the Development.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That it is agreed as follows:

1. The execution of this agreement authorizes Town staff entry upon the properties for the purposes of Inspections of the Improvements.
2. Developer/Contractor shall pay to Town a fee assessed for the inspection of the Improvements constructed as part of the subdivision, which fee is to be paid prior to the construction of the Improvements and equal to two and one half percent (2.5%) of the estimated construction costs of the Water and Sewer Improvements and one and one half percent (1.5%) of the estimated construction costs of the Road Improvements, as submitted by the Developer on the itemized cost estimate sheet, and verified by the Department of Public Works and Utilities.
3. Town shall have the right at any and all times to make, connect, or permit the connection of any other sewer or sewer connections or extensions with the Sewer Improvements, at any point or points, and shall have the right to at any and all times to take and dispose of sanitary sewage, through the Sewer Improvements from persons beyond and adjacent to the Development and originating on properties other than that described in this agreement provided the number of connections and capacity necessary for the Homes and the Homeowner's Amenities is reserved.
4. Developer/ Contractor will not under any circumstances permit the discharge of sewage originating on any other property or premises, either directly or indirectly, into the Sewer Improvements without the specific prior approval of Town. With the approval of Town, Developer/ Contractor may agree with owners of adjacent properties to construct joint facilities to be connected to the Sewer Improvements.

5. Developer/ Contractor agrees that no residence shall be connected to, and that no effluent shall be discharged into the Sewer Improvements prior to infiltration tests and notification by the Town to Developer of Town's tentative acceptance of the Sewer Improvements or portions thereof.

6. Developer/ Contractor will not under any circumstances permit the flow of water from Town's existing water system into the Water Improvements without the specific prior approval of Town. With the approval of Town, Developer/ Contractor may agree with the owners of adjacent properties to construct joint facilities to be connected to the Water Improvements.

7. The approval of any site plan, construction plan, final plat or plan of this subdivision or any section thereof shall not be deemed an acceptance by the Town of the Improvements for their maintenance, repair, or operations. Until accepted in writing by the Town, the Developer/ Contractor shall be fully responsible for maintenance, repairs, and operations of and shall assume all risks and liability associated with the Improvements.

8. This Right of Entry Agreement shall not be assignable or transferable by Developer/ Contractor without the prior consent of Town.

9. This Right of Entry Agreement shall be binding upon Developer/ Contractor's successors and assigns.

SIGNATURE PAGES TO FOLLOW

WITNESS the following signatures, the Town of Smithfield having caused these presents to be executed on its behalf by its Town Manager pursuant to resolutions duly adopted by the Town Council of the Town of Smithfield on _____, 2022.

_____ DEVELOPMENT, LLC,

By: _____

STATE OF _____

CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day
of _____, 2022 by _____, as Authorized Agent of
_____.

Notary Public

My Commission Expires: _____

TOWN OF SMITHFIELD

By: _____
Michael Stallings, Town Manager

STATE OF VIRGINIA

CITY/COUNTY OF _____ to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by Michael Stallings, as Town Manager of the Town of Smithfield.

Notary Public

My Commission Expires: _____