

FEB-5 1999

EXHIBIT B

TO GO. 8-9-00
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Street Lights and Sidewalks Maintenance Agreement

This Agreement made and entered into this 23rd day of August 1999, by and between Sarah's Cove, Inc. a Virginia Corporation, hereinafter called the "Developer" and the County of Gloucester, Virginia, hereinafter called the "County".

Whereas, the Developer is the owner of the following described real estate hereinafter called the "Property", to-wit:

16 acres more or less, as shown in Tax Map Section 51, Parcels 321 and 328, with frontage on Route 216 and Sarah's Creek, York District, Gloucester County, Virginia.

Whereas the Developer desires the approval of plans for Sarah's Cove Subdivision, as made by Sirine Group, Ltd, and dated October 25, 1998 & revised July 25, 1999, a copy of which plans are attached hereto and are expressly made part hereof, and which includes provisions for, street lights, and sidewalks; and

Whereas, the County and Developer agree that the health, safety, general welfare of the residents of Gloucester County, Virginia, require that onsite street lights, and sidewalks be constructed and maintained by the Developer.

NOW THEREFORE, in consideration of the foregoing premise, the mutual covenants contained herein and the following terms and conditions, the parties hereto agree as follows:

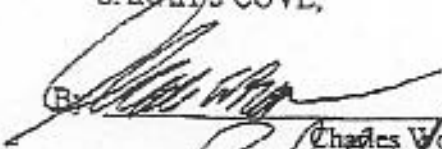
1. Developer shall construct the onsite streetlights, and sidewalks in accordance with the attached plans and specifications.
2. The Developer shall maintain the street lights, and sidewalks in such a manner as to assure good working order acceptable to the County and in accordance with performance standards prepared by Sirine Group, Ltd. And approved by the County, a copy of which are attached hereto.
3. The Developer hereby grants permission to the County, its authorized agents and employees to enter upon the property and to inspect the streetlights, and, sidewalks whenever it deems necessary. Whenever possible, the County shall notify the Developer prior to entering the property
4. In the event Developer fails to maintain the streetlights, and sidewalks, as shown on the attached plan, in good working order acceptable to the County, the County may enter upon the property and take whatever steps it deems necessary to maintain said streetlights, and sidewalks. It is expressly understood and agreed that the County is under no obligation to maintain or repair said facility and in no event shall this agreement be construed to impose any such obligations on the County.
5. In the event the County, pursuant to this agreement, performs work of any nature, or expands any funds in performance of said work for labor, use equipment,

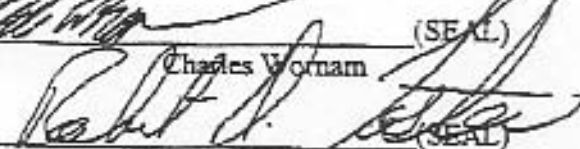
supplies, materials and the like, the Developer or its successors shall reimburse the County, upon demand, within 30 days of receipt thereof for all costs incurred by the County hereunder.

- 6. It is the intent of this agreement to insure proper maintenance of onsite streetlights, and sidewalks by the Developer.
- 7. The Developer, its executors, administrators, assigns and other successors of interest shall indemnify and hold the County and its agents and employees harmless for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the County from the construction of the facility by the Developer or the County. The Developer hereby agrees to indemnify and save County harmless from any and all costs, liability, or expense arising from a malfunction of the facility or owners failure to repair same in accordance with the requirements hereof.
- 8. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Developer responsibilities hereunder may be freely transferred and delegated to any other owner or owners of the property served by the facility including a homeowners association. In the event of such assignment and transfer, as evidenced by written agreement recorded in the Clerk's Office of the Circuit Court of Gloucester County, Virginia, the Developer shall be relieved of liability for its obligations herein.

In witness whereof, the following signatures and seals:

SARAH'S COVE,

By:  (SEAL)
 Charles Wornam

By:  (SEAL)
 Robert D. Foster

SUBDIVISION AGENT

By: _____ (SEAL)
 Jay Scudder

Approved:

 County Attorney (SEAL)