

Sewer
Easement

15729

DEED BOOK 5123 PAGE 395

THIS EASEMENT AGREEMENT made and entered into this 1st day of March, 1979, by and between:

Tollgate Association, a Virginia Corporation

party of the first part, also called Owners, and the CITY OF FALLS CHURCH, VIRGINIA, a municipal corporation, party of the second part, also called City.

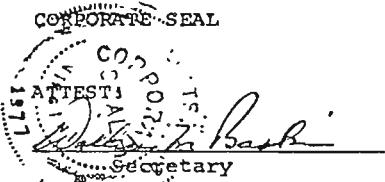
WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Owners do grant and convey unto the City, its successors and assigns, an easement and right-of-way for the purpose of constructing, operating, maintaining adding to or altering present or future sewer lines or sewer services, plus necessary structures through and across the property of the owners, said property and easement being more particularly bounded and described on plat recorded with corrected deed of dedication recorded in Deed Book 4688, page 163, of the land records of Fairfax County, Virginia. The easement is subject to the following conditions:

1. All sewer lines and appurtenant facilities which are installed in the easement and right-of-way shall be and remain the property of the City, its successors and assigns.
2. The City and its agents shall have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way including the right of access to and from the right-of-way and the right to use adjoining land of the Owners where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction or maintenance, and then only to the minimum extent necessary for such construction and maintenance, and further, this right shall not be construed to allow the City to erect any building or structure of a permanent nature on such adjoining land.

3. The City shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the proper and efficient construction, operation and maintenance of said lines; provided, however, that the City at its own expense shall restore, as nearly as possible, the premises to their original conditions, such restoration including the backfilling of trenches, the replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, shrubbery, or other obstructions.

4. The Owners reserve the right to construct and maintain roadways over said easement and to make any use of the easement herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of said easement by the City for the purposes named; provided, however, that the Owners shall not erect any building or other structure, excepting a fence, on the easement without obtaining the prior written approval of the City.

WITNESS the following signatures and seals:



By Arva E. Gentry, Jr. (SEAL)
President

STATE OF VIRGINIA

COUNTY _____ of FAIRFAX, to-wit:

I, Deborah L. Alderman A Notary Public in and for the
County _____ of Fairfax, State of Virginia,
whose commission as such will expire on the 17th day of May,
19 82, do hereby certify that Arva E. Gentry, Jr. and
William M. Baskin whose names as President and
Secretary, respectively, of Tollgate, Inc. are signed
to the foregoing and hereunto annexed agreement, bearing date of the 1st
day of March, 19 79, have this day personally appeared before
me, in my County and State aforesaid, and acknowledged the same
before me to be the act and deed of the said corporation.

GIVEN under my hand this 5th day of March 19 79.

Deborah L. Alderman
Notary Public as Aforesaid

This instrument with certificate annexed,
admitted to record-Office of Circuit Court
Fairfax County, Va. MAR 6 1979 at 2:55p
Testo: James E. Hoffmann Clerk