

89164

Water Easement

THIS EASEMENT AGREEMENT made and entered into this 31st day of October, 19 79 by and between:

TOLLGATE, INC., a Virginia Corporation, party of the first part

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 water mains or water services, plus necessary structures through and across the property of the owners, said property and easement being more particularly bounded and described on the plat or drawing attached hereto and made a part hereof.

The easement is subject to the following conditions:

1. All water mains 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 mains; provided, however, that the City at its own expense shall restore, as

TO: Renn Nichols
Dept. of Public Utilities
300 Park Ave.
Falls Church, Va. 22046

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

William M. Baskin
Secretary

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, 1982, 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 31st day of October, 1979, 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 November, 1979.

Deborah L. Alderman
Notary Public as Aforesaid



This instrument with certificate annexed, admitted to record-Office of Circuit Court Fairfax County, Va. NOV 7 1979 at 9:08a

Tests: James E. Hoopes Clerk