

*Water
Easement*

15730

THIS EASEMENT AGREEMENT made and entered into this 1st day of March, 19 79, 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 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 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 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

