

THIS AGREEMENT, made this 20th day of July, 1961, between CHARLES T. BROSIUS and HARRY S. HOUGH and MARIE LOUISE HOUGH, his wife, parties of the first part, and the TOWN OF LEESBURG, in Virginia, a Municipal Corporation, party of the second part,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to the parties of the first part at and before the sealing and delivery of this agreement, the receipt whereof is hereby acknowledged, the said parties of the first part hereby grant unto the party of the second part, the right to enter upon, construct, maintain, replace or repair an underground sewer line through a portion of these certain parcels of land in the western part of said Town known as parcels B-4, B-5 and B-6, as shown on plat of The Property of Walter E. Hough Estate, attached to a Decree of Partition, recorded among the Land records of Loudoun County, Virginia, in Deed Book 402, at page 45, it being hereby mutually understood and agreed by the parties hereto as follows:

(1) The said easement is more particularly shown on a plat attached hereto and made a part hereof, made by Walter L. Phillips, Certified Civil Engineer and Land Surveyor, dated May 24, 1961.

(2) Not more than ~~one~~^{two} manholes shall be constructed on the said easement hereby granted and they shall not project above the present ground level.

(3) The sewer pipe line shall be laid at the location shown on the said plat attached hereto. At no point shall the top of said sewer pipe line be less than 2 $\frac{1}{2}$ feet below the surface of the ground.

(4) The parties of the first part shall fully use and enjoy the land embraced in the aforesaid easement, except as to the rights herein granted.

(5) The party of the second part, its agents and employees shall, at all times, after the sewer line is completed have the right to enter upon the land embraced within the limits of said easement to inspect, maintain, repair and replace the said sewer line and manholes, and the party of the second part agrees to hold and save harmless the parties of the first part,

their personal representatives, heirs and assigns from any and all damages arising from the use of said easement, through use by the party of the second part of the easement herein granted after the said sewer line and manholes shall have been constructed.

The foregoing shall be a permanent easement and shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, the said Charles T. Brosius, Harry S. Hough and Marie Louise Hough have hereto set their hands and seals, and the Town of Leesburg, in Virginia, has caused this agreement to be signed and acknowledged in its corporate name by Emerigon H. Jones ^{pro-tem} its Mayor / and its corporate seal to be hereto affixed and attested by Eleanor M. Cunningham, its Recorder, said officers being hereto duly authorized so to act.

Charles T. Brosius (SEAL)

Harry S. Hough (SEAL)

Marie Louise Hough (SEAL)
THE TOWN OF LEESBURG, in Virginia,
a Municipal corporation

By _____ Mayor pro-tem

(((SEAL)))
Affixed and attested:

By _____ Recorder

STATE OF VIRGINIA)
COUNTY OF ARLINGTON (To-wit:

I, _____, a Notary Public in and for the said State and County, whose commission will expire _____ do hereby certify that CHARLES T. BROSTIUS, whose name is signed to the foregoing agreement dated July 20, 1961, has acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this _____ day of _____

Notary Public.



STATE OF VIRGINIA)
COUNTY OF ARLINGTON (To-wit:

I, _____, a Notary Public in and for the said State and County, whose commission will expire _____ do hereby certify that HARRY S. HOIXH and MRSIE LOUISE HOIXH, whose names are signed to the foregoing agreement dated July 20, 1961, have acknowledged the same before me in my State and County aforesaid.

GIVEN under my hand this 25th day of _____

Notary Public.



STATE OF VIRGINIA)
COUNTY OF LOUDOUN (To-wit:

I, _____, a Notary Public in and for the said State and County, whose commission will expire _____ do hereby certify that EMMERSON H. JAMES and RICHARD M. CUMMINGS, whose names as Mayor and Recorder, respectively, for the Town of Leesburg, in Virginia, are signed to the foregoing agreement dated July 20, 1961, and each this day acknowledged the same before me in my County aforesaid.

GIVEN under my hand this _____ day of _____, 1961.

Notary Public.



My Commission Expires November 12, 1963

THIS AGREEMENT, made this the 12th day of July, 1961, between Robbie debutts, party of the first part, and the Town of Leesburg, in Virginia, a municipal corporation, party of the second part.

W I T N E S S E T H :

That for and in consideration of One Dollar (\$1.00), cash in hand paid to the party of the first part at and before the sealing and delivery of this agreement, the receipt whereof is hereby acknowledged, the said Robbie debutts, party of the first part; hereby grants unto the Town of Leesburg, in Virginia, party of the second part, the right to enter upon, construct, maintain, replace or repair an underground sewer line through a portion of that certain tract of land situate, lying and being North of Virginia State Route No. 7, in the Eastern part of said Town, and being a portion of the same land conveyed unto the party of the first part by the Executor of Walter E. Hough, by deed dated June 6, 1960, of record in the Clerk's Office of the Circuit Court of Loudoun County, Virginia, in Liber 399, Folio 213, it being hereby mutually understood and agreed by the parties hereto as follows:

(1) The said easement, according to a plat and survey made by Walter L. Phillips, Certified Civil Engineer, dated May 24, 1961, and attached hereto and to be recorded herewith, is described as follows:

Beginning at a point in the North side of other lands of the party of the first part as shown on said plat, and thence through "Parcel A" North 73° 23' 20" East for a distance of approximately 200 feet as shown on said plat to a point in the West line of Parcel B-6 as shown on said plat. Said easement is 10 feet in width.

(2) The easement hereby granted shall be located as shown on said plat.

(3) The sewer pipe line shall be laid at the location shown

on the said plat attached hereto. At no point shall the top of said sewer pipe line be less than 2 1/2 feet below the surface of the ground.

(4) The party of the first part shall fully use and enjoy the land embraced in the aforesaid easement, except as to the rights herein granted.

(5) The party of the second part, its agents and employees shall, at all times, after the sewer line is completed have the right to enter upon the land embraced within the limits of said easement to inspect, maintain, repair and replace the said sewer line, and the party of the second part agrees to hold and have harmless the party of the first part, her personal representative, heirs and assigns from any and all damages arising from the use of said easement, through use by the party of the second part of the easement herein granted after the said sewer line shall have been constructed.

The foregoing shall be a permanent easement and shall be construed as a covenant running with the land.

IN WITNESS WHEREOF, the said Rebbie deButts has hereto set her hand and seal, and the Town of Leesburg, in Virginia, has caused this agreement to be signed and acknowledged in its corporate name by ^{pro-tem} Emerson H. James, its Mayor, and its corporate seal to be hereto affixed and attested by Eleanor M. Cunningham, its Recorder, said officers being hereto duly authorized so to act.

Rebbie deButts (SEAL)

THE TOWN OF LEESBURG, in Virginia,
a municipal corporation

By Eleanor M. Cunningham
Mayor

(((SEAL)))

Affixed and attested:

By _____
Recorder

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

I, *William C. Williams*, a Notary Public in and for the County of Loudoun, in the State of Virginia, do certify that Rebbie debutts, whose name is signed to the foregoing agreement, bearing date of July 12, 1961, has acknowledged the same before me in my County aforesaid.

Given under my hand this the *24th* day of July, 1961.

William C. Williams
Notary Public



My Commission expires: *My Commission Expires November 12, 1963*

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

I, *Pro-tem* a Notary Public in and for the County of Loudoun, in the State of Virginia, do certify that Emerson H. James and Eleanor M. Cunningham, whose names as Mayor and Recorder, respectively, for the Town of Leesburg, in Virginia, are signed to the foregoing agreement bearing date on the 12th day of July, 1961, and each this day acknowledged the same before me in my County aforesaid.

Given under my hand this the *24th* day of July, 1961.

Notary Public

My Commission expires:

My Commission Expires November 12, 1963

