

(b) The water facilities of the MUNICIPALITY erected under such a permit shall be and remain the property of the MUNICIPALITY, no charge shall at any time be made for the use of the STATE right of way occupied by the MUNICIPALITY, or for the privilege of constructing, maintaining and operating said water facilities. Any construction or maintenance operations to be performed by the MUNICIPALITY within the STATE right of way must have prior approval of the STATE. When emergency conditions require immediate maintenance operations by the MUNICIPALITY, such operations may be performed without advance notice to the STATE. The MUNICIPALITY will, to the best of its ability, perform all operations within the STATE right of way in a manner which will reduce to a minimum interference to the flow of traffic and disturbance of the roadways, and which will provide a maximum of safety to traffic and to the MUNICIPALITY'S forces.

(c) In the event the STATE should request at any time hereafter that the water facilities as adjusted onto STATE right of way at STATE expense be again adjusted when they are on STATE right of way, the STATE will pay the MUNICIPALITY the applicable costs incurred by the MUNICIPALITY, including the cost of securing any necessary easements.

(d) In the event the STATE should request at any time hereafter that the facilities which were not adjusted, hereunder, but for which the MUNICIPALITY'S rights of way were relinquished, be adjusted, the STATE will pay the MUNICIPALITY the applicable costs incurred by the MUNICIPALITY, including the cost of securing any necessary easements.

SECTION IV

(a) The MUNICIPALITY will also inspect the utility relocation work with its own forces, reporting through the Transportation Resident Engineer, and upon completion will certify to the STATE that the work included in the highway contract was performed in a satisfactory manner. This inspection work will be performed at no cost to the STATE.

(b) The MUNICIPALITY agrees that the existing facilities which are to be abandoned will become the property of the STATE'S highway contractor. Any salvage value derived therefrom will accrue to the STATE'S highway contractor.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in duplicate in its name and on its behalf by its duly authorized officer as of the day and year first above written.

In the presence of:

Geraldine S. Alesinaga
As to the City of Roanoke

CITY OF ROANOKE

BY: Robert Herbert
Title: City Manager

In the presence of:

Lowell St. Shelton
As to the Commonwealth

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
9/21/90
Chief Engineer

ATTEST:

Mary J. Parker
CITY CLERK

Approved as to form

by Kathleen M. Kronau
Assistant City Attorney