

**Exhibit A to Master License and Covenant Agreement**

After signing return to:

Fairfax County Water Authority  
8570 Executive Park Avenue  
Fairfax, VA 22031

Attn: Gregory J. Prelewicz, Manager, Planning

Tax Map Parcel No.: \_\_\_\_\_

**ADDENDUM NO. \_\_\_ TO**

**MASTER LICENSE AND COVENANT AGREEMENT**

**THIS ADDENDUM NO. \_\_\_ TO MASTER LICENSE AND COVENANT AGREEMENT** (this "Addendum") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the **FAIRFAX COUNTY WATER AUTHORITY**, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia ("Fairfax Water"), and the **[NAME OF COUNTY OR JURISDICTION, VIRGINIA]**, a public body politic and corporate and a political subdivision of the Commonwealth of Virginia (the "County").

**RECITALS**

Fairfax Water and the County are parties to a certain Master License and Covenant Agreement dated \_\_\_\_\_, 20\_\_ (the "Master Agreement") pursuant to which the Parties established a contractual framework for the grant by Fairfax Water to the County of a Facilities License (as defined below) and the County made certain covenants and agreements in connection with and in consideration of that grant. The Parties now wish to enter into this Addendum with respect to the Approved Facilities described below, all on the terms and subject to the conditions of the Master Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth herein and in the Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**A. Certain Defined Terms.** Capitalized terms that are used in this Addendum and not otherwise defined herein will have the meanings assigned to them in the Master Agreement. For purposes of this Addendum, the following capitalized terms have the meanings set forth below.

**"Approved Facilities"** means the structures and facilities depicted in the \_\_\_\_\_ Application, as such term is defined in this Addendum.

**"Facilities License"** means a revocable license to construct and, thereafter, to use and maintain the Approved Facilities on the terms and conditions set forth in the Master Agreement.

“ Application” means the County’s Application Form, a complete copy of which (together with all attachments) is attached as Exhibit A to this Addendum and incorporated by reference herein.

“Survey” means: (a) with respect to Addendum No. 1, an as-built survey of the Approved Facilities together with all other structures and facilities located on the Flood Easement as of the date of such Addendum No. 1; and (b) with respect to subsequent addenda, an as-built survey of the Approved Facilities. Following delivery of the Survey to Fairfax Water in accordance with Section D(1) of the Master Agreement or, in Fairfax Water’s discretion, upon completion of a Survey by Fairfax Water, such Survey will thereafter, and without further action by the Parties, be deemed to be incorporated as Exhibit B to this Addendum.

**B. Approval of Application; Grant of Facilities License**

Following its review of the \_\_\_\_\_ Application, and with special consideration given to the public nature and use of the \_\_\_\_\_ Property, Fairfax Water hereby: (i) approves the \_\_\_\_\_ Application; and (ii) grants the County a Facilities License with respect to the Approved Facilities subject to the terms and conditions set forth in the Master Agreement.

**C. Acceptance by County**

The County hereby accepts the Facilities License subject to the terms and condition set forth in the Master Agreement and, in consideration for the grant thereof by Fairfax Water, covenants and agrees to exercise its rights and perform its obligations pursuant to and in accordance with the Master Agreement to the same extent as if set forth fully herein.

**D. General Matters**

1. **Effect of Addendum.** This Addendum is entered into pursuant to and in accordance with Section B of the Master Agreement. Except as expressly set forth herein, the Parties agree that their respective rights, obligations, remedies, and performance will be governed by and performed in accordance with terms and conditions of the Master Agreement. This Addendum is intended to supplement the Master Agreement, which will remain in full force and effect and will not be deemed to have been modified in any respect by this Addendum. In the event of any conflict or ambiguity between the provisions of this Addendum and the Master Agreement, this Addendum will in all circumstances govern and control.

2. **Authority.** Each Party hereby represents and warrants to the other that it: (i) possesses full legal right, power and authority to enter into this Addendum and to fulfill its obligations hereunder; and (ii) has received all required approvals and authorizations needed to enter into this Addendum.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Addendum effective as of the date first set forth above.

**FAIRFAX COUNTY WATER AUTHORITY**

By: \_\_\_\_\_  
Steven T. Edgemon  
General Manager

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to wit:

The foregoing Addendum was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by Steven T. Edgemon, in his capacity as General Manager of the Fairfax County Water Authority.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

**[NAME OF COUNTY OR JURISDICTION,  
VIRGINIA]**

By: \_\_\_\_\_  
[Name]  
[Title]

COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE WILLIAM, to wit:

The foregoing Addendum was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_ by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Notary Registration Number: \_\_\_\_\_

**Exhibit A**

**[Attach \_\_\_\_\_ Application]**

**Exhibit B**

**[Attach Survey]**