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2 This liability insurance policy shall identify the City of Alexandria and Owners as named
3 insureds and shall provide for the indemnification of the City of Alexandria and Owners against
4 any and all loss occasioned by the establishment, construction, placement, existence, use or
5 maintenance of the encroachment. Evidence of the policy and any renewal thereof shall be filed
6 with the city attorney's office. Any other provision herein to the contrary notwithstanding, in the
7 event this policy of insurance lapses, is canceled, is not renewed or otherwise ceases to be in
8 force and effect, the authorization herein granted to establish and maintain the encroachment
9 shall, at the option of the city, forthwith and without notice or demand by the city, terminate. In
10 that event, Owners shall, upon notice from the city, remove the encroachment from the public
11 right-of-way, or the city, at its option, may remove the encroachment at the expense and risk of
12 Owners. Nothing in this section shall relieve Owners of their obligations and undertakings
13 required under this ordinance.
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15 Section 3. That the authorization hereby granted to establish and maintain said
16 encroachment shall in addition be subject to and conditioned upon the following terms:
17

- 18 (a) Neither the City of Alexandria nor any public or private utility company shall be
19 responsible for damage to Owners' property encroaching into the public right-of-way
20 during repair, maintenance or replacement of the public right-of-way or any public
21 facilities or utilities in the area of encroachment.
22
- 23 (b) The Owners shall be responsible for replacement and repairs to the adjacent City
24 right-of-way, including any areas damaged during construction activity.
25
- 26 (c) In the event the City shall, in the future, have need for the area of the proposed
27 encroachment, the Owners shall remove any structure that encroached into the public
28 right-of-way, within 60 days, upon notification by the City.
29

30 Section 4. That by accepting the authorization hereby granted to establish and
31 maintain the encroachment and by so establishing and/or maintaining the encroachment, Owners
32 shall be deemed to have promised and agreed to save harmless the City of
33 Alexandria from any and all liability (including attorneys' fees and litigation expenses) arising by
34 reason of the establishment, construction, placement, existence, use or maintenance of the
35 encroachment.
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37 Section 5. That the authorization herein granted to establish and maintain the
38 encroachment shall be subject to Owners maintaining the area of the encroachment at all times
39 unobstructed and free from accumulation of litter, snow, ice and other potentially dangerous
40 matter.
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42 Section 6. That nothing in this ordinance is intended to constitute, or shall be
43 deemed to be, a waiver of sovereign immunity by or on behalf of the City of Alexandria or any
44 of its officers or employees.

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Section 7. That the authorization herein granted to establish and maintain the encroachment shall be terminated whenever the City of Alexandria desires to use the affected public right-of-way for any purpose whatsoever and, by written notification, demands from Owners the removal of the encroachment. Said removal shall be completed by the date specified in the notice and shall be accomplished by Owners without cost to the city. If Owners cannot be found, or shall fail or neglect to remove the encroachment within the time specified, the city shall have the right to remove the encroachment, at the expense of Owners, and shall not be liable to Owners for any loss or damage to the structure of the encroachment or personal property within the encroachment area, caused by the removal.

Section 8. The terms “Owners” and shall be deemed to include Samuel and Christine Thuot and their respective successors in interest.

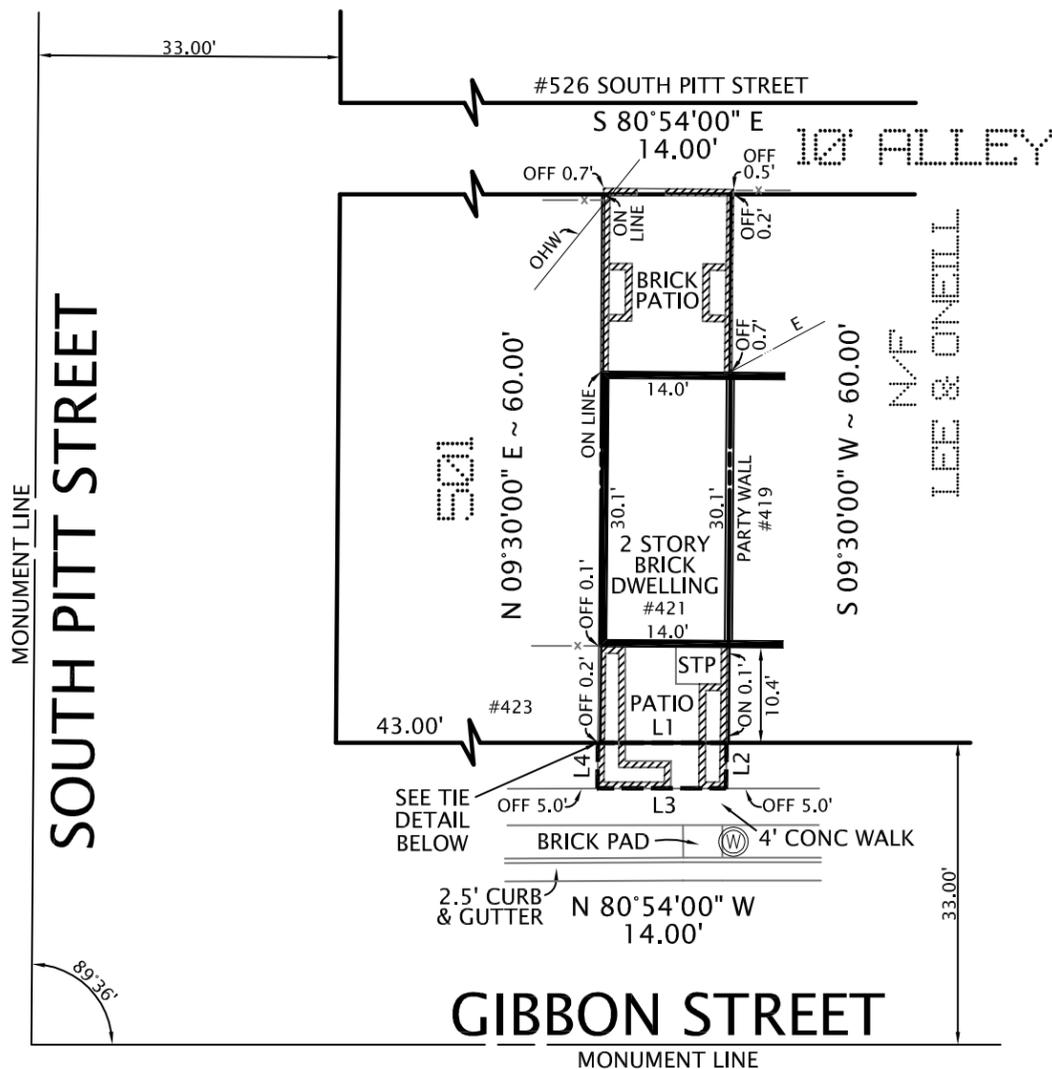
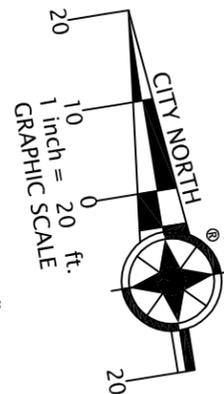
Section 9. That this ordinance shall be effective upon the date and at the time of its final passage.

JUSTIN WILSON
Mayor

Attachment: Encroachment plat

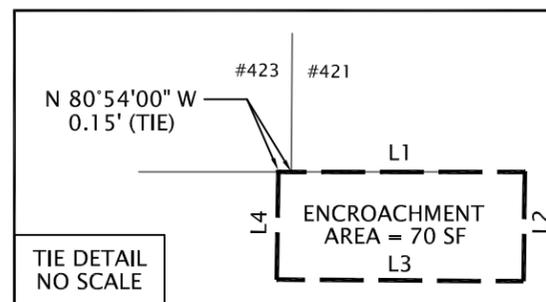
- Introduction: 11/09/21
- First Reading: 11/09/21
- Publication:
- Public Hearing: 11/13/21
- Second Reading: 11/13/21
- Final Passage: 11/13/21

- NOTE: 1. WALLS ARE 0.7' BRICK.
 2. FENCES ARE FRAME.
 3. OWNERS: SAMUEL C. THUOT
 CHRISTINE THUOT
 421 GIBBON STREET
 ALEXANDRIA, VA 22314
 (INST. NO. 190005728)
 4. MAP NUMBER: 080.02-04-35



LINE	BEARING	LENGTH
L1	S 80°54'00" E	14.01
L2	S 09°53'35" W	5.00
L3	N 80°52'09" W	14.01
L4	N 09°47'57" E	5.00

ENCROACHMENT AREA = 70 SQUARE FEET



APPROVED DATE _____

 DIRECTOR OF PLANNING AND ZONING

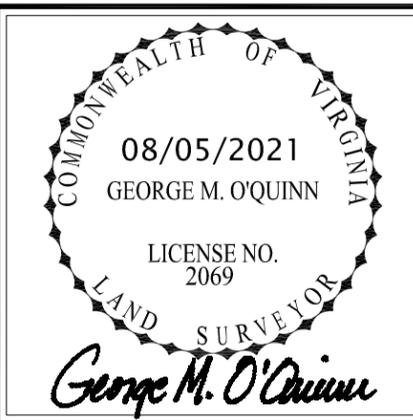
APPROVED DATE _____

 DIRECTOR OF TRANSPORTATION AND ENVIRONMENTAL SERVICES

ENCROACHMENT AND PERMIT PLAT
 ON
 THE PROPERTY LOCATED AT
#421 GIBBON STREET
 (INSTRUMENT #190005728)
 ALSO KNOWN AS
LOT 13
 OF THE SUBDIVISION
 OF THE SOUTH ONE-HALF
 OF THE BLOCK BOUNDED BY
ROYAL, GIBBON, PITT & WILKES STREET
 (DEED BOOK 3, PAGE 332)
CITY OF ALEXANDRIA, VIRGINIA
 SCALE: 1" = 20' AUGUST 05, 2021

I HEREBY CERTIFY THAT THE POSITIONS OF ALL THE EXISTING IMPROVEMENTS HAVE BEEN CAREFULLY ESTABLISHED BY A CURRENT FIELD SURVEY AND UNLESS SHOWN THERE ARE NO VISIBLE ENCROACHMENTS AS OF THIS DATE:

THIS PLAT IS SUBJECT TO RESTRICTIONS OF RECORD.
 A TITLE REPORT WAS NOT FURNISHED.
 NO CORNER MARKERS SET.



CASE NAME:
 SAMUEL THOUT

DOMINION Surveyors Inc.
 8808-H PEAR TREE VILLAGE COURT
 ALEXANDRIA, VIRGINIA 22309
 703-619-6555
 FAX: 703-799-6412

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