

THIS AGREEMENT, Made this 29th day of Oct, 1985, between

Tollgate Way Homeowners Association, Inc.

Warren Zitzmann, President

Tina Rising, Secretary

hereinafter called "Owner" ["Owner" wherever used herein being intended to include the grantors whether one or more or masculine or feminine]; and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right-of-way fifteen [15] feet in width to lay, construct, operate and maintain one or more lines of underground conduits and cables and one or more lighting supports and lighting fixtures, as Company may from time to time deem expedient or advisable, located on the right-of-way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; for telephone, television and other communication purposes; and for lighting purposes; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith [hereinafter referred to as "facilities"], over, under, through and across certain lands of Owner situated in City of Falls Church, Virginia, as shown on Plat No. AA2407 hereto attached and made a part of this agreement; the location of the center line of said right-of-way being shown in broken lines on said plat.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right-of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the right-of-way clear of all buildings, structures and other obstructions [except fences], trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of the Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the right-of-way on the property of Owner or on its right-of-way on any other property, the Company shall have the right of ingress and egress over, upon and along such right-of-way. If the Company is unable reasonably to exercise the right of ingress and egress over, upon or along the right-of-way on the property of Owner, the Company shall have such right of ingress and egress over the property of the Owner adjacent to the right-of-way. Company shall have the further right of ingress to and egress from the rights-of-way over such private roads as may now or hereafter exist on the property of Owner. The right, however, is reserved to Owner to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonable convenient to the rights-of-way, Company shall have such right of ingress and egress over the lands of Owner adjacent to the rights-of-way and lying between public or private roads and the rights-of-way in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.

Owner, its successors and assigns, may use the right-of-way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions [except fences] may be constructed on the right-of-way.

Owner covenants that it is seised of and has the right to convey the said easement of right-of-way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right-of-way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, Owner has caused its name to be signed hereto by its President and its corporate seal to be hereunto affixed and attested by its Secretary as of the day and year above written.

Attest: Tollgate Way Homeowners Association, Inc.

BY Tina Rising
Secretary

BY Warren Zitzmann
President

No. 97556200

STATE OF VIRGINIA

To-wit:

..... of }
 I, Jane R Carter a Notary Public in and for the ^{City aforesaid,} ~~County aforesaid,~~ ^{State of Virginia} at Large,
 whose commission expires on the 13th day of Feb. 1988, do hereby certify that
~~Warren Zitzmann~~ and ~~Tina Rising~~
 whose names are signed to the foregoing writing dated the 29 day of Oct
 1985, as President and Secretary, respectively, of
Tollgate Way Homeowners Assoc., Inc., acknowledged the same before me
 in the aforesaid this 29 day of Oct 1985

Jane R Carter
 Notary Public.

RECORDED W/CERTIFICATE ANNEXED

1985 DEC 17 AM 11:35

FAIRFAX COUNTY, VA.

TESTE: [Signature]
CLERK

with plat attached

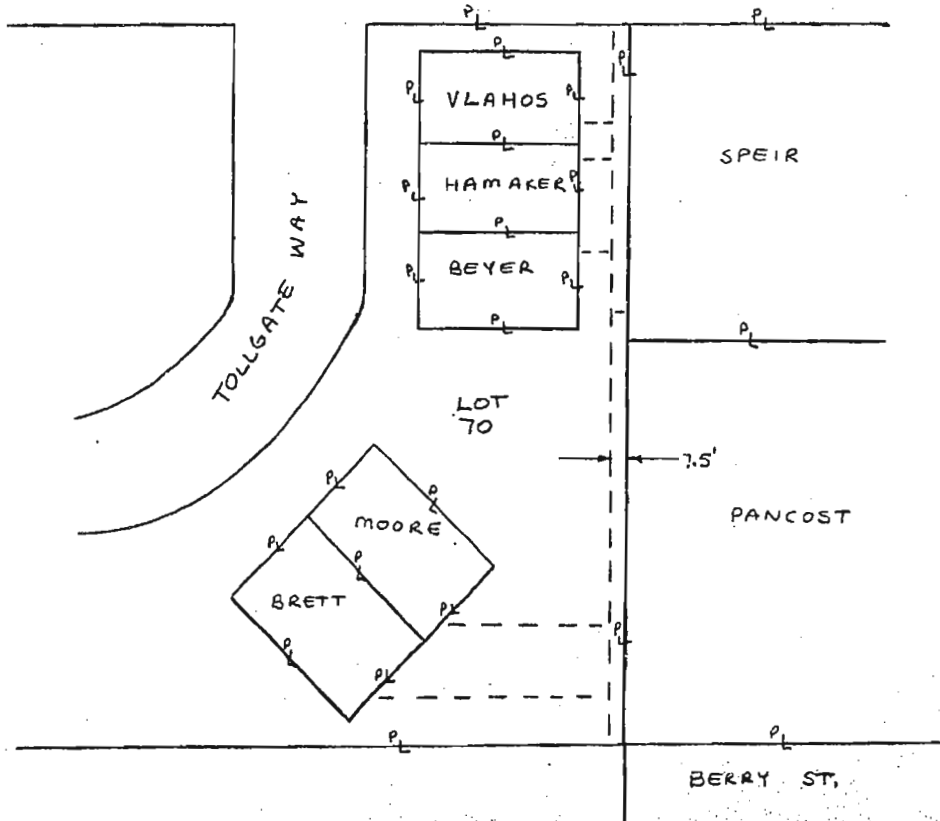
BK6 283 PG1138

COR 16

TOLLGATE SUBDIVISION
LOT 70 - COMMON AREA
OWNER:
TOLLGATE WAY HOMEOWNERS
ASSOCIATION, INC.



E. BROAD ST. (RT. 7)



Virginia Electric and Power Company

----- Location Of Center Line Of Right-Of-Way

NOT TO SCALE

*WJG
BR*

Plat To Accompany **CO818-AB**
Right-Of-Way Agreement

ALEXANDRIA / ARLINGTON
District

<u>FALLS CHURCH</u>	<u>FAIRFAX</u>	<u>VA</u>
District-Township-Borough	County-City	State
<u>ALEX/ARL AREA 3</u>	<u>AA 2407</u>	
Office	Number	
<u>10/22/85</u>	<u>LAURA R. FOSTER</u>	
Date	By	
<u>41-3404B-00, 01</u>		

No. 9756030