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THIS AGREEMENT, Made this 20th day of September, 1977 between
Tollgate Inc.

a Virginia corporation, hereinafter called "Owner"; 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 ten (10) feet in width at designated locations (hereinafter referred to as "designated right of way") and the perpetual right, privilege and easement of right of way at undesignated locations (hereinafter referred to as "undesignated right of way"), to lay, construct, operate and maintain one or more lines of underground conduits and cables as Company may from time to time deem expedient or advisable, located on the rights of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; and for telephone, television and other communication purposes; including in each instance all wires, conduits, cables, 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 Falls Church, Virginia, as shown on ^{Plat} Plat No. 24893 hereto attached and made a part of this agreement; the location of the center line of such designated right of way being shown in broken lines on such plat, and the location of such undesignated right of way being at one location to be selected by Company on each lot shown on such plat and extending from the designated right of way to the proposed improvements on each such lot.

It is understood and agreed that Company shall have the perpetual right, privilege and easement to construct, operate and maintain manholes, handholes, supports for lights, transformers, transformer enclosures, concrete pads, connection boxes and lighting fixtures (hereinafter also referred to as "facilities") on the designated right of way.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the rights 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 designated 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 Owner.

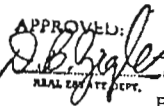
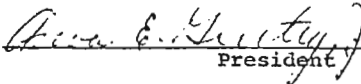
For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the rights of way over the lands of Owner. Company shall exercise such right in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall repair damage to roads, fences or other improvements and shall pay for all other damage when such damage results from the construction, inspection or maintenance of Company's facilities, provided Owner gives written notice thereof to Company within thirty (30) days after such damage occurs.

Owner, its successors and assigns, may use the rights 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 designated right of way. In the event such use of the undesignated right of way does interfere with or endanger the construction, operation or maintenance of such facilities, Company may relocate such facilities, and Owner shall reimburse Company the cost of such relocation and grant to Company an easement of right of way at the new location. Owner may at any time require the relocation of the Company's facilities on the undesignated right of way, provided the expense of such relocation is paid by Owner and Owner grants to Company an easement of right of way at the new location.

Owner covenants that it is seised of and has the right to convey the said easements of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easements 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 first above written.

Attest:


APPROVED:

REAL ESTATE DEPT.
By 
Tollgate Inc.
President

556.20

STATE OF VIRGINIA

COUNTY of FAIRFAX

To-wit:

I, Patricia J. Beverley, a Notary Public in and for the ^{City of Alexandria,} ~~State of Virginia~~ ^{County aforesaid,} ~~State of Virginia~~ whose commission expires on the 25th day of November 19 78 do hereby certify that Arva E. Gentry, Jr. and William M. Baskin whose names are signed to the foregoing writing dated the 20th day of September 19 77 as President and Secretary, respectively, of Tollgate Inc. acknowledged the same before me in the County aforesaid this 20th day of September 19 77

Patricia J. Beverley
Notary Public



This instrument with certificate annexed, with plat attached admitted to record-Office of Circuit Court Fairfax County, Va. NOV 15 1977 at 10:45a

Teste: *James E. Hoopman* Clerk

