

23278

EASEMENT

THIS EASEMENT made and entered into this 14th day of March,  
19 80, by and between Tollgate, Inc., a Virginia corporation

~~its heirs, executors, administrators, legal representatives,~~ successors and  
assigns (hereinafter called "Owner") and WASHINGTON GAS LIGHT COMPANY, a  
corporation, its successors and assigns (hereinafter called the "Company").

*Washington Gas Light Co.*

WITNESSETH: That for and in consideration of the sum of One Dollar  
(\$1.00) cash in hand paid, and other good and valuable considerations, the re-  
ceipt of which is hereby acknowledged, the Owner does hereby grant and convey  
to the Company, its successors and assigns, a perpetual easement and right of  
way ("Easement") Variable feet in width, for the purposes of laying,  
constructing, maintaining, operating, removing, replacing, altering, extend-  
ing, repairing, and increasing or decreasing in size a gas pipeline or pipe-  
lines, service pipes, valves and accessory equipment ("Equipment") in, through  
and across the property described by deed dated April 8, 1977 and June 28, 1977  
from Astrid L. Hansen, A. Connor Starin and Alice E.  
Starin and recorded in ~~XXXX~~ Deed Book 4588 & 4654  
~~XXXX~~ Page 341 & 343, of the land records of Fairfax County,  
Virginia, the Easement being more particularly described on  
Drawing No. C-39840-100, attached hereto and made a part hereof.

The Easement is subject to the following conditions:

1. The Equipment shall be and remain the property of the Company.
2. The Company and its agents shall have full and free use of the Easement for the purposes named, including the right of access to and from the Easement; and, in addition, the Company shall have the right, during the period of original construction of the Equipment, to use an additional Zero (0) feet of space, as shown on Drawing attached, for construction use only.
3. The gas pipeline or pipelines and service pipes shall be installed below cultivation and the Owner reserves the right to construct and maintain private roadways and fences over the Easement and to make any use of the Easement herein granted not inconsistent with the rights herein conveyed to the Company or with the use of the Easement by the Company for the purposes named. Uses inconsistent with the Easement include, but are not limited to, the erection of any building or other structure within the Easement, the making of a fill or an excavation on the Easement, or the inundation of the Easement, without written approval of the Company.
4. The Company shall have the right to trim, cut and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the Easement and extra construction area, deemed by the Company to interfere with the proper and efficient use of the Easement for the purposes named; provided, however, the Company at its own expense shall restore, as nearly as possible, the property to its original condition, including the backfilling of trenches, the replacement of fences, and the reseeding of lawns or pasture areas, but not the replacement of structures, trees, or other obstructions.

5. The Owner warrants generally said Easement and will execute such further assurances thereof as the Company may request.

6. The consideration paid for this Easement includes damages, during original construction of the Equipment, to the property of the Owner. The Company shall pay the Owner actual damages that may arise from the maintenance, replacement, operation and removal of said Equipment.

7. The Company, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against said property, and, in the event the Company so pays and discharges any such taxes, mortgages, or other liens, the Company shall be subrogated to the rights of any holder or holders thereof.

IN WITNESS WHEREOF, the Owner has caused this Instrument to be signed in its name by its President or a Vice President and its corporate seal to be hereto affixed and attested by its Secretary or an Assistant Secretary, all as of the day and year first above written.

Attest:

TOLLGATE, INC.

By A. E. Gentry, Jr.  
A. E. GENTRY, JR. President

William M. Baskin  
(SEAL) WILLIAM M. BASKIN Secretary

VaC

STATE OF VIRGINIA )  
 ) TO WIT:  
COUNTY OF Fairfax )

I, Deborah L. Alderman, a Notary Public in and for the jurisdiction aforesaid, whose commission will expire on the 17th day of May, 1982, do hereby certify that this day personally appeared before me in the County and State aforesaid, A.E. Gentry, Jr., President and William M. Baskin, Secretary, whose names are signed to the foregoing and hereto annexed Instrument, bearing date on the 14th day of March, 1980, as President and Secretary respectively, of Tollgate, Inc., and acknowledged the same before me.  
Given under my hand this 14th day of March, 1980.

Deborah L. Alderman  
Notary Public



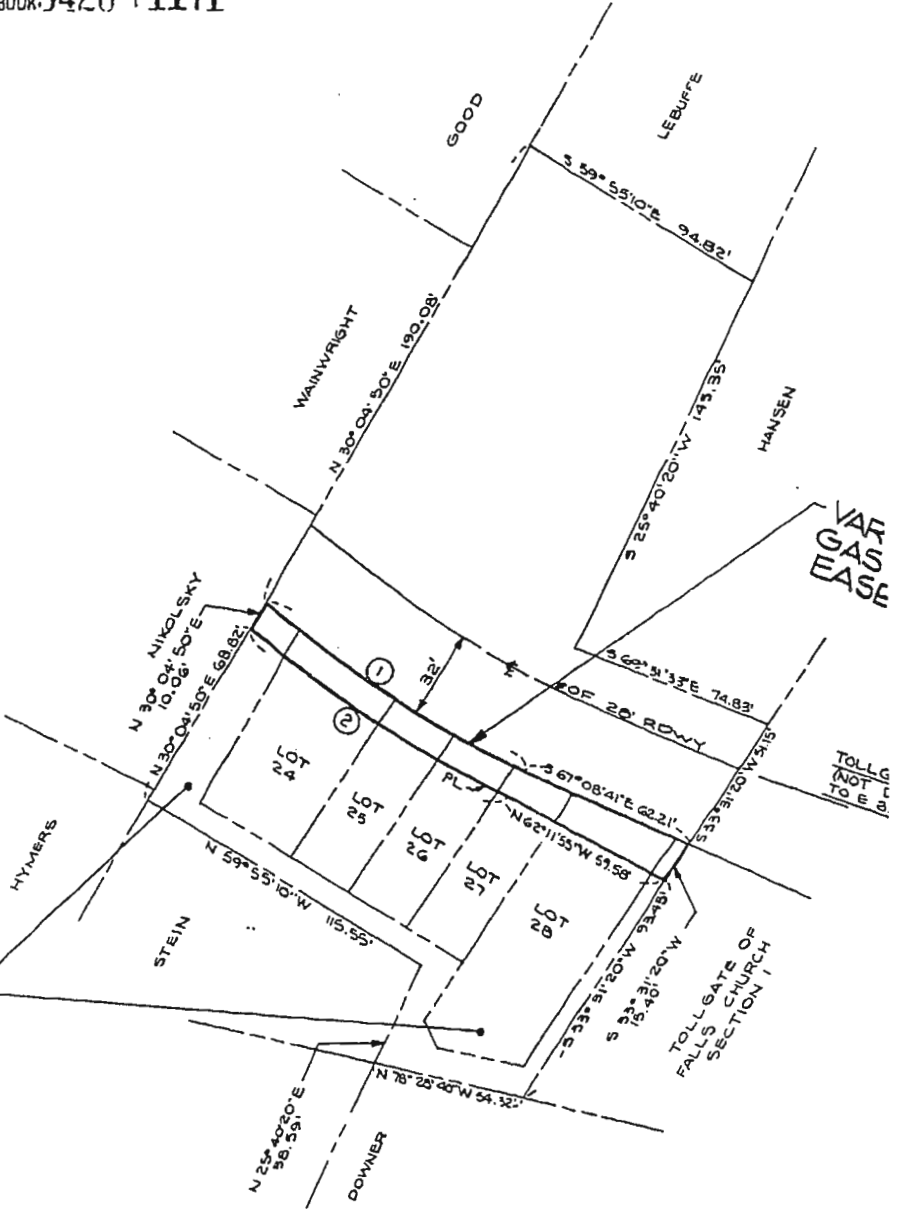
with plat attached  
VaC

Recorded with certificate annexed,  
Fairfax Co. Va. APR 8 1980 at 4:03

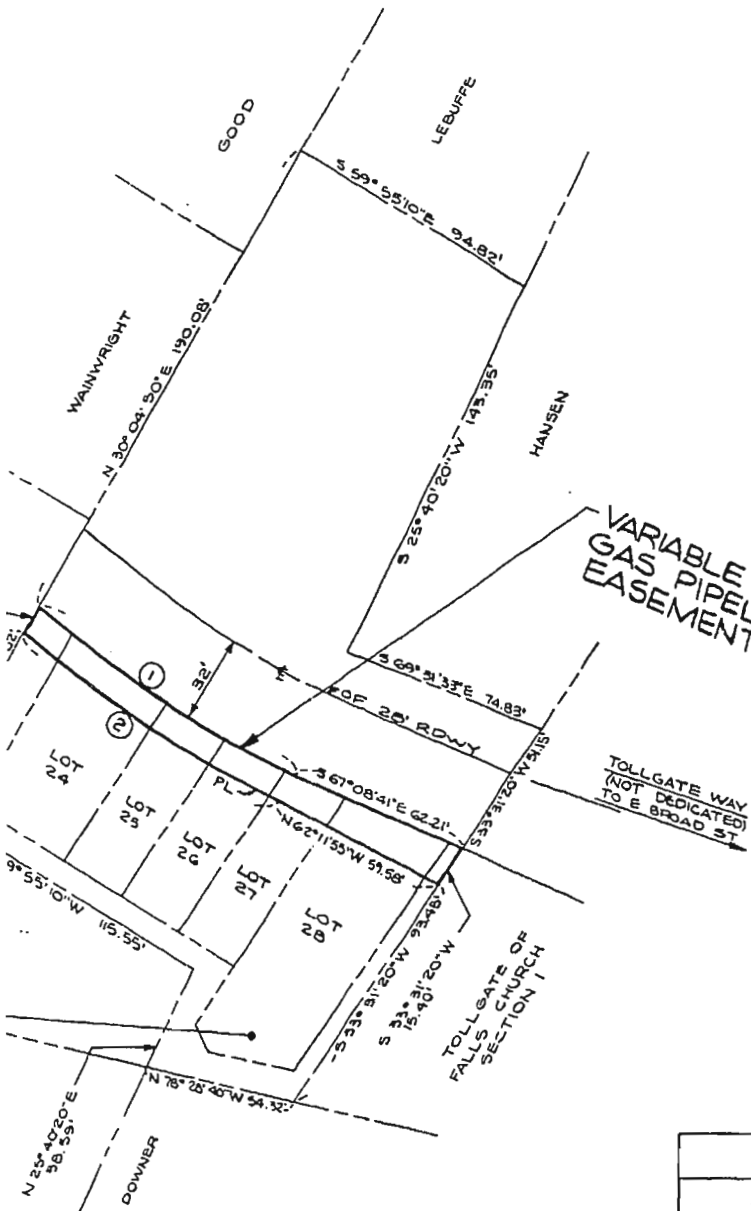
Teste: James E. Hoffmann Clerk



PROPERTY OF  
**TOLL GATE INC**  
 A VIRGINIA CORPORATION  
 DEED BOOK 4588 PAGE 341  
 DEED BOOK 4654 PAGE 343



CURVE DATA						
NO	Δ	RADIUS	ARC	TAN	CHORD	CHD BRG
1	13° 40' 58"	482.00'	113.11'	57.82'	114.83'	S 60° 18' 12" E
2	13° 33' 03"	492.00'	116.34'	58.18'	116.09'	N 60° 22' 10" W



VARIABLE WIDTH  
GAS PIPELINE  
EASEMENT

<b>WASHINGTON GAS LIGHT COMPANY</b>						
TOLLGATE, CITY OF FALLS CHURCH VIA ESMT THRU PROPERTY OF TOLLGATE, INC..						
TOLLGATE WAY W OF E BROAD ST						
DEPT	DP&D	T&D	AS	P&S	DATE	DWG NO. <b>C-39840-100</b>
APP'D	FRM				2-23-80	
	WJW				3-8-80	

CURVE DATA						
NO.	Δ	RADIUS	ARC	TAN	CHORD	CHD BRG
1	13°40'58"	482.00'	115.11'	57.82'	114.83'	S 60°18'12" E
2	13°33'03"	492.00'	116.36'	58.18'	116.09'	N 60°22'10" W