

65818

BOOK 4983 PAGE 285

EASEMENT

THIS EASEMENT made and entered into this 15<sup>th</sup> day of August, 1978, by and between Tollgate, Inc., a Virginia corporation, its,

~~their 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").

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 receipt 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") Ten (10) feet in width, for the purposes of laying, constructing, maintaining, operating, removing, replacing, altering, extending, repairing, and increasing or decreasing in size a gas pipeline or pipelines, service pipes, valves and accessory equipment ("Equipment") in, through and across the property described by deed dated April 5, 1977; April 1, 1977 and February 23, 1978 from Alice S. Ankers, Earl P. Hartman, et ux and James A. Hayes, et ux and recorded in ~~XXXXX~~ Deed Book 4586, 4596 & 4817 ~~XXXXX~~ Page 281, 159 & 499, of the land records of Fairfax County, Virginia, the Easement being more particularly described on Drawing No. B-39055-100, attached hereto and made a part hereof.

*Washington Gas Light Co.*

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 additional space as necessary, but not to exceed Five (5) feet from either side of the proposed Easement, 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

*Walter Blue*  
Vice President



*William Z. Bash*  
Secretary

VaC

STATE OF VIRGINIA )  
COUNTY OF Fairfax ) TO WIT:

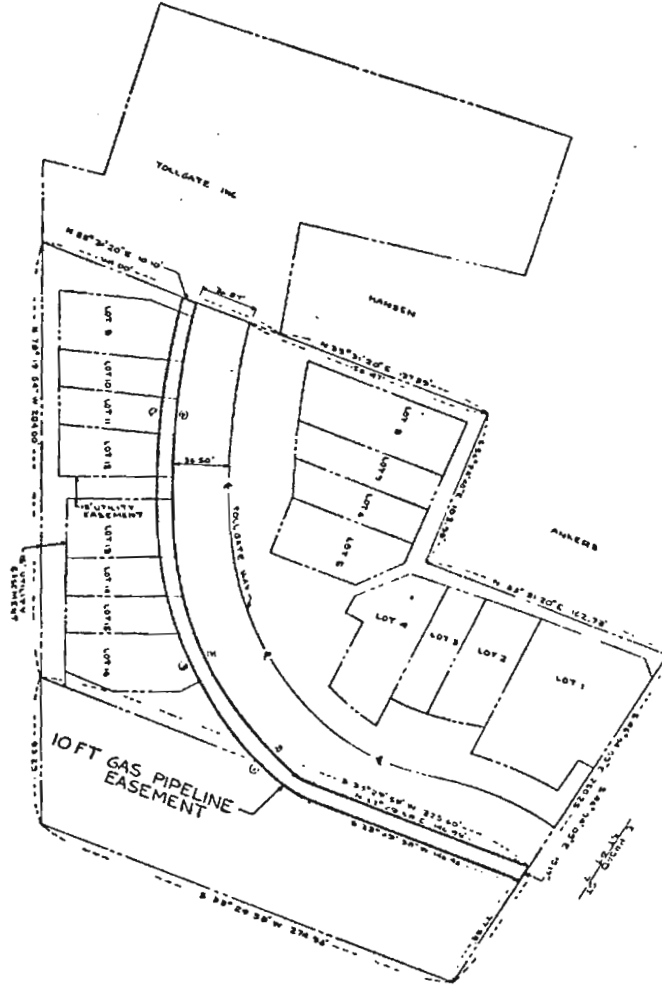
I, Patricia R. Mendenhall, a Notary Public in and for the jurisdiction aforesaid, whose commission will expire on the 11<sup>th</sup> day of December, 1979, do hereby certify that this day personally appeared before me in the County and State aforesaid, Walter L. Phillips and William M. Quaker, whose names are signed to the foregoing and hereto annexed Instrument, bearing date on the 15<sup>th</sup> day of August, 1978, as Vice President and Secretary respectively, of Tollgate Club, and acknowledged the same before me.  
Given under my hand this 15<sup>th</sup> day of August, 1978.

Patricia R. Mendenhall  
Notary Public



This instrument with certificate annexed, VaC  
admitted to record-Office of Circuit Court  
Fairfax County, Va. SEP 12 1978 at 8:23 a.m.  
Tester: James E. Hoopes Clerk  
with plat attached

REPORT OF  
TOLLGATE, INC.  
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5	7.48	0.7	50.5	50.5	50.5
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WASHINGTON GAS LIGHT COMPANY  
TOLLGATE, INC.  
B-39055-100