

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF
A DEED OF EASEMENT BETWEEN THE SCHOOL BOARD OF
THE CITY OF SUFFOLK AND VERIZON VIRGINIA LLC**

BE IT RESOLVED by the Suffolk City School Board as follows:

Section 1: That all terms and conditions of the attached Deed of Easement between the School Board of the City of Suffolk and Verizon Virginia LLC, be, and the same are hereby approved.

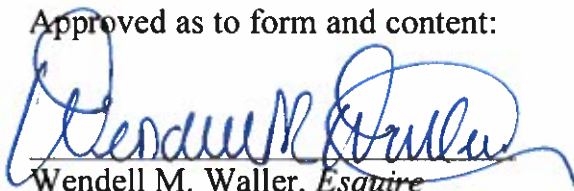
Section 2: That the Chairman of the Suffolk City School Board is hereby authorized and directed to execute the said Deed of Easement on behalf of the School Board, and the Clerk of the School Board is directed to duly attest the same.

READ AND ADOPTED: _____

TESTE: _____

Clerk

Approved as to form and content:


Wendell M. Waller, *Esquire*
School Board Attorney

Verizon W. O. No. 4A0HG9X

ROW Tracking No. BAC-56748-R

City Project No. COSF1701

Parcel No. 001

After Recording Mail To:
VERIZON VIRGINIA LLC
2920 Elmhurst Ln., 2nd. Floor
Portsmouth , VA 23701



Document Prepared By:
VERIZON VIRGINIA LLC
2920 Elmhurst Ln., 2nd. Floor
Portsmouth , VA 23701
Christopher Lukens, 757-956-3746

Tax Map No. 19D(3)BLKS19*26+

Pin No. _____

DEED OF EASEMENT

THIS DEED OF EASEMENT made this ____ day of _____, 20____, by and between **SCHOOL BOARD OF THE CITY OF SUFFOLK**, herein after called Grantor and **VERIZON VIRGINIA LLC**, a Virginia company, its successors, assigns lessees and agents, herein after called Grantee .

WITNESSETH:

For and In consideration of Ten Dollars (\$10.00) cash in hand paid unto Grantor and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees and agents, a perpetual non-exclusive easement and right of way (the "Easement") to install, construct, operate, maintain, inspect, improve, relocate, alter, replace and remove a communication system consisting of such poles, fixtures, braces, guys, anchors, wires, cables, pole-mounted cabinets, buried cable, buried wires, vaults, conduits, manholes, handholes, and related above-ground facilities, including but not limited to, posts, terminals, location markers, equipment housings, electronic equipment housings, remote terminal units, cabinets, power generators and other appurtenances (the "Facilities"), as Grantee may from time to time require, upon, under, across and over Grantor's real property being located in the **BOROUGH** of **CYPRESS**, in the City or County of **SUFFOLK**, Commonwealth of Virginia ,more particularly identified as Parcel **001**, (the "Property") as shown and described on a plat identified as Exhibit "A", numbered **BAC-56748-R**, attached hereto and made a part hereof (the "Easement Area").

Said Easement is hereby granted and conveyed unto Grantee together with the following rights and covenants:

- (i) Grantee shall have the right of ingress and egress over, upon and across the Property, including Grantor's private roads, to and from the communications system and Easement, including the right to temporarily open and close fences, for the purposes of exercising the rights herein granted.
- (ii) Grantee shall have the right to trim, cut and remove trees, shrubbery, undergrowth and other obstructions within the Easement Area which interfere with or threaten the efficient and safe operation, construction or maintenance of it facilities or impedes the access thereto.
- (iii) The communications system constructed hereunder is and shall remain the property of the Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, remove and relocate its communications system, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to or extensions of its facilities as it deems advisable without the prior consent of the Grantor.

Initial _____
Date _____

Initial _____
Date _____

- (iv) Grantee shall have the right to install a paved or gravel entranceway (including necessary drainage facilities) from any adjoining public or private roadway and shall have the right to install a paved or gravel parking area within the Easement.
- (v) During periods of actual construction, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area.
- (vi) Grantor shall at all times own, bear the cost and expense of, and be responsible and liable for all costs relating to the installation, construction, operation, maintenance, replacement and removal of all conduit installed within the Easement Area by Grantor, its agents, or contractors. Grantee shall have the right to occupy Grantor's privately-owned conduit located within the Easement Area with any facilities Grantee deems necessary, however, Grantee's right of use of Grantor's privately-owned conduit within the Easement Area shall be non-exclusive. Grantor, or any other utility company designated by Grantor, may use any privately-owned duct not containing Grantee's copper or fiber optic cables at Grantor's discretion, for any purpose not inconsistent with the purposes of this Deed of Easement.
- (vii) NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.
- (viii) Grantor covenants that it is seized of the Property and has the right to convey the Easement, rights and privileges herein conveyed to Grantee and that Grantee shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted.

Initial _____

Date _____

Initial _____

Date _____

IN WITNESS WHEREOF, the following signature(s) and seal(s):

By: _____ (GRANTOR)
Print Name: _____
Print Title: _____

By: _____ (GRANTOR)
Print Name: _____
Print Title: _____

COMMONWEALTH OF VIRGINIA:

County/City of _____ ; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby certify that _____ (as _____ of _____) did personally appear before me and acknowledge the foregoing writing dated _____ in the jurisdiction aforesaid this ____ day of _____, 20__.

My Commission expires: _____

Notary Public

COMMONWEALTH OF VIRGINIA:

County/City of _____ ; to wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid do hereby certify that _____ (as _____ of _____) did personally appear before me and acknowledge the foregoing writing dated _____ in the jurisdiction aforesaid this ____ day of _____, 20__.

My Commission expires: _____

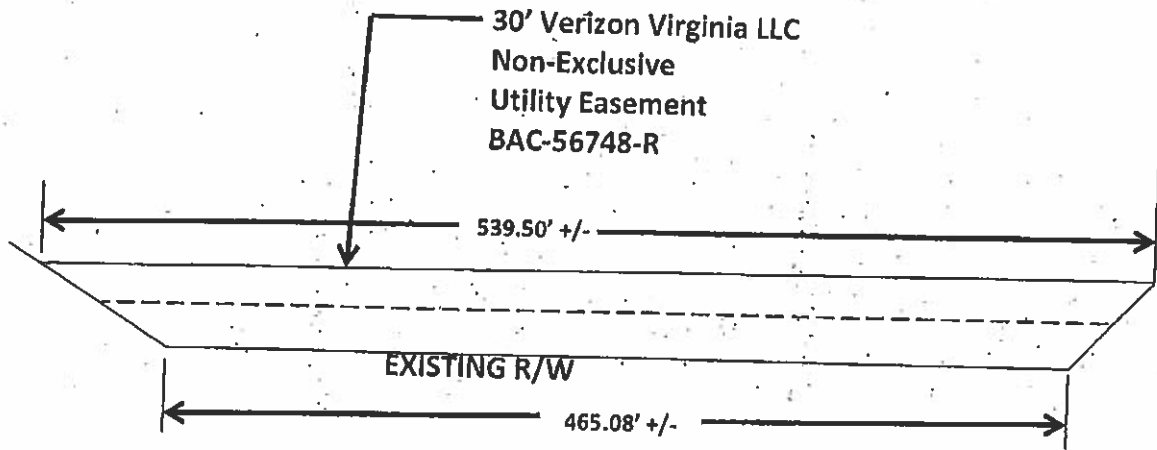
Notary Public

Exhibit "A"

Property of
SCHOOL BOARD OF THE CITY OF SUFFOLK
Tax Map. 19D(3)BLKS19*26+



001



NANSEMOND PKWY

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|--|---|-----------------------------------|----------|----------|-----------------|
| VERIZON VIRGINIA LLC RIGHT-OF-WAY PLAT | OWNER: SCHOOL BOARD OF THE CITY OF SUFFOLK | CITY/COUNTY: SUFFOLK | | | |
| --- DENOTES CENTERLINE OF A VERIZON VIRGINIA LLC EASEMENT | PO BOX 1549 SUFFOLK, VA 23439-1549 | TAX MAP NO. 19D(3) BLKS 19*26+ | | | |
| ENGINEER: Christopher Lukens PHONE NO. 757-956-3746 | GRANTOR: SCHOOL BOARD OF THE CITY OF SUFFOLK | DISTRICT: SLEEPY HOLE BOROUGH | | | |
| CENTRAL OFFICE SUFFOLK-DRIVER | CITY PROJECT NO. COSF1701 | SH 242 | E-W H | N-S 2 | SHEET 4 of 4 |
| | | BAC-56748-R | | | |