

**Return to:
City Clerk's Office
City Hall
201 James Avenue
Colonial Heights, VA 23834**

**Parcel ID# 3000050000A
3000030A00A
3000030A00B
300002000001
(City Combined Parcel ID# 300001E0000)**

This deed is exempt from the recordation taxes imposed by §58.1-801 of the Code of Virginia (1950), as amended, pursuant to §58.1-811.A.3.

THIS DEED OF EASEMENT, made and entered into this _____ day of _____, 2023, by and between the **CITY OF COLONIAL HEIGHTS, VIRGINIA**, a Municipal Corporation of the Commonwealth of Virginia, whose address is City of Colonial Heights, c/o City Clerk's Office, P. O. Box 3401, Colonial Heights, VA 23834-9001, and its successors and assigns, hereinafter referred to as Grantor, party of the first part; and **VERIZON VIRGINIA, LLC**, a Virginia Limited Liability Company, and its successors and assigns, hereinafter referred to as Grantee, party of the second part.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey with **SPECIAL WARRANTY OF TITLE**, the following non-exclusive variable width utility easement, to-wit:

One (1) variable width utility easement along the west side of the Boulevard and the south side of Dupuy Avenue, as shown on a certain plat prepared by the City of Colonial Heights Department of Public Works, entitled "Plat Showing A Proposed Variable Width Utility Easement Along The West Side Of The Boulevard And Along The South Side Of Dupuy Avenue" dated July 26, 2012; revised September 14, 2012; a copy of such plat being attached hereto and made a part hereof, and to which reference is made for a more particular description of the easement areas.

Such easement shall be to allow Verizon Virginia, Inc., its successors and assigns, to install, construct, operate, maintain, inspect, improve, relocate, alter, and replace and remove a communication system consisting of poles, wires, crossarms, conduits, manholes, fixtures, marker poles, buried cables, and other appurtenances as it determines feasible. The easement shall be valid for 40 years, shall run with the land of the Grantor, and shall be binding upon its successors and assigns.

The easement is granted subject to the following conditions:

1. All facilities which can reasonably be placed underground will be underground.
2. Grantee(s) shall have the right to trim, cut and remove all trees, bushes, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures or other obstructions or facilities on or in the easement area which interfere with the proper and efficient exercise of the rights granted hereby. The Grantor shall have the right to use the easement area and all surface areas thereof in any manner which does not interfere with any facilities installed by the Grantee(s).
3. After any installation or maintenance of any facilities within the easement by the Grantee(s), the Grantee(s) shall promptly repair and restore the land and surface disturbed by the Grantee(s), including the replacement or repair of asphalt or other paving, curbs and approved landscaping.
4. All lines, equipment and appurtenant facilities that are installed in the easement area shall be and remain the property of the Grantee(s), its successors and assigns.
5. The Grantor warrants that, except for restrictions and easements of record on the date of this agreement, it is the owner of the interest hereby granted and that it has the right to make this conveyance; and covenants that the Grantee(s), its successors and assigns, shall quietly enjoy the premises for the uses herein stated, free from all encumbrances other than those noted.
6. The easement granted herein for the specific location described above is in addition to any easement or right-of-way now in existence or which may be acquired in the future.
7. It is agreed among the parties hereto that this grant covers all the agreements between the parties and no representation or statements, verbal or written, have been made modifying, adding to, or changing the terms of this Deed of Easement.

WITNESS the following signatures and seals:

CITY OF COLONIAL HEIGHTS, VIRGINIA, Grantor

By _____
Douglas E. Smith
City Manager

Attest:

City Clerk

Approved as to location and size:

Todd Flippen
City Engineer

Approved as to form:

Hugh P. Fisher, III
City Attorney

COMMONWEALTH OF VIRGINIA,
City of Colonial Heights, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Douglas E. Smith, City Manager, on behalf of the City of Colonial Heights, Virginia, party of the first part.

Notary Public

My commission expires: _____

Accepted by Verizon Virginia, LLC, Grantee:

Printed Name _____
Title _____

STATE OF _____,
City/County of _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____, on behalf of Verizon Virginia, LLC, a Virginia Limited Liability Company, party of the second part.

Notary Public

My commission expires: _____