

PREPARED BY AND RETURN TO:

Veronica E. Meade (VSB No. 66727)
Hampton City Attorney's Office
22 Lincoln Street
Hampton, VA 23669

Consideration: \$0.00

Portion of:
John P. Mugler Bridge
(Also Known As E. Mellen Street Bridge)

EXEMPT FROM RECORDATION TAXES UNDER VA. CODE
§§ 58.1-811(A)(3) & 58.1-811(C)(5) AND CLERK'S FEES
UNDER VA. CODE § 17.1-279(E)

DEED OF PERMANENT UTILITY EASEMENT DEDICATION

THIS DEED OF PERMANENT UTILITY EASEMENT DEDICATION, made this ____ day of _____, 2018, by and between the **CITY OF HAMPTON, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, located at 22 Lincoln Street, Hampton, Virginia 23669 and owner of the John P. Mugler Bridge (also known as E. Mellen Street Bridge ("Grantor")) and **COXCOM, LLC**, a Delaware limited liability company, doing business as Cox Communications ("Grantee").

WITNESSETH:

That in and for mutual benefit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby dedicate, grant, and convey unto Grantee and its successors and assigns, and Grantee hereby accepts the non-exclusive perpetual right, privilege, and utility easement (the "Easement"), for the purpose of construction, installation, repair, maintenance, use of and access to the underground telecommunications facilities consisting of, without limitation, conduits, strands, wires, microduct, coaxial cables, hardware, wireless access points, backhaul modems, antennas, pedestals, junction boxes, and other equipment, together with above and/or below ground appurtenances thereto (collectively, the "Facilities") in, under, upon, over, along, and across the lands and properties of Grantor, including the right of ingress and egress to the same (the "Easement Area"), being more particularly described as follows:

PERMANENT UTILITY EASEMENT:

All that certain area of land containing 16 square feet and 279 square feet on the E. Mellen Street Bridge/ Mugler Bridge, more or less, situate, lying, and being in the City of Hampton, Virginia, and being shown as "6" Cox Easement Containing 32' ± of 2" conduit, extending from the side of the bridge to an underground conduit line, comprising 16 Sq. Ft. ± and "6" Cox Easement Containing 558' ± of 4" conduit, attached to the southwest side of the bridge, comprising 279 Sq. Ft. ± on that certain exhibit entitled: "COX EASEMENT ALONG MUGLER BRIDGE TOTALING 295 SQ. FT. ±," said exhibit bearing a date of October 4, 2018 and prepared by the City of Hampton, Department of Public Works – Engineering Services, a copy of which is attached hereto and made a part of this description.

Subject, however, to any and all easements, restrictions, and reservations contained in duly recorded deeds, plats, and other instruments constituting constructive notice in the chain of title, which have not expired by the limitation or otherwise become ineffective affecting the Easement Area.

This Easement Area is subject to the following conditions and provisions:

A. The Facilities existing or constructed on or under the Easement Area shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, improve, and make such changes, alterations, additions to or extensions of the Facilities within the boundaries of said Easement as is consistent with the purpose expressed herein. All construction, maintenance, equipment, and Facilities shall comply with all applicable laws, ordinances, codes, and regulations.

B. Grantee shall have the right of ingress to and egress from Water Street and the John P. Mugler Bridge over the lands of Grantor. Grantee shall exercise such right in such manner as shall not occasion injury and inconvenience to Grantor. Any disturbance of the premises by the Grantee or its employees, agents, and/or contractors will be restored by the Grantee as nearly as practicable to its preconstruction condition. This restoration includes paving, fences, backfilling of trenches, grass, reseeding, replacing or replanting landscaping, and removing trash and/or debris. Trees, shrubs, and ground cover shall be replaced with immature landscaping.

C. Grantee shall have the right to trim, cut, and remove trees, shrubbery, or other obstructions which interfere with or threaten the efficient and safe operation, construction, and maintenance of the Facilities. Grantee shall remove for disposal all brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area.

D. Grantor and its respective successors and assigns may use the Easement Area for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Facilities, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Facilities. Grantor shall not place any permanent improvements within the Easement Area without permission of Grantee, its successors, and/or assigns. Grantor may install fences, driveways, pavement, and landscaping (trees and shrubs shall be varieties that will not exceed 20 feet tall at maturity).

E. Notwithstanding the foregoing, should the property on which the Easement Area lies be subdivided, access rights to the Easement shall be along the publicly dedicated streets within the said subdivision as far as practical, and then the access shall be on subdivided lots within the subdivision which shall efficiently provide access for Grantee's purposes as herein enumerated.

F. Grantor covenants that Grantor has the right to convey the Easement Area dedication to Grantee; that Grantor has done no act to encumber the same except as mentioned herein; that Grantee shall enjoy quiet possession of the Easement Area, free from encumbrances; and that Grantor will execute such further assurances as required for the Easement dedication.

G. Grantor agrees that, when requested by Grantee, Grantor shall remove any structure(s), landscaping, or vehicle parking within or upon the Easement Area within forty-eight (48) hours of receipt of written notice requesting such removal. In an emergency or failure to remove

after written notice, Grantee will remove, or have removed by others, any impediment to access, maintenance, or operation within the Easement Area; and Grantor agrees that Grantee neither shall be responsible nor liable for any damage to said structure(s), landscaping, or vehicle parking caused by Grantee's removal or reinstallation thereof.

H. By execution of this instrument, Grantor acknowledges the plans for the Easement as it affects Grantor's property have been fully explained to Grantor.

J. The persons who have executed this Deed of Permanent Utility Easement Dedication represent and warrant that they are duly authorized to execute this document in their representative capacities as indicated.

WITNESS the following signatures and seals all as of the day and year first written above.

GRANTOR:

CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia

By: _____
City Manager / Authorized Designee

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to wit:

The foregoing Deed of Permanent Utility Easement Dedication was acknowledged before me this _____ day of _____, 2018, by _____, City Manager or Authorized Designee of the City of Hampton, Virginia. She/He is known to me personally.

Notary Public

My commission expires: _____

Registration number: _____

APPROVED AS TO CONTENT:

By: 
Department of Public Works

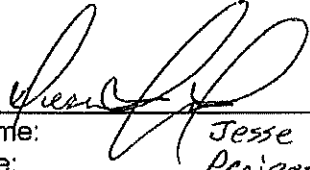
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Deputy City Attorney

GRANTEE:


COXCOM, LLC, a Delaware limited liability company,
doing business as Cox Communications

By:


Name: Jesse Jordan Jr.
Title: Project Planner 3

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to wit:

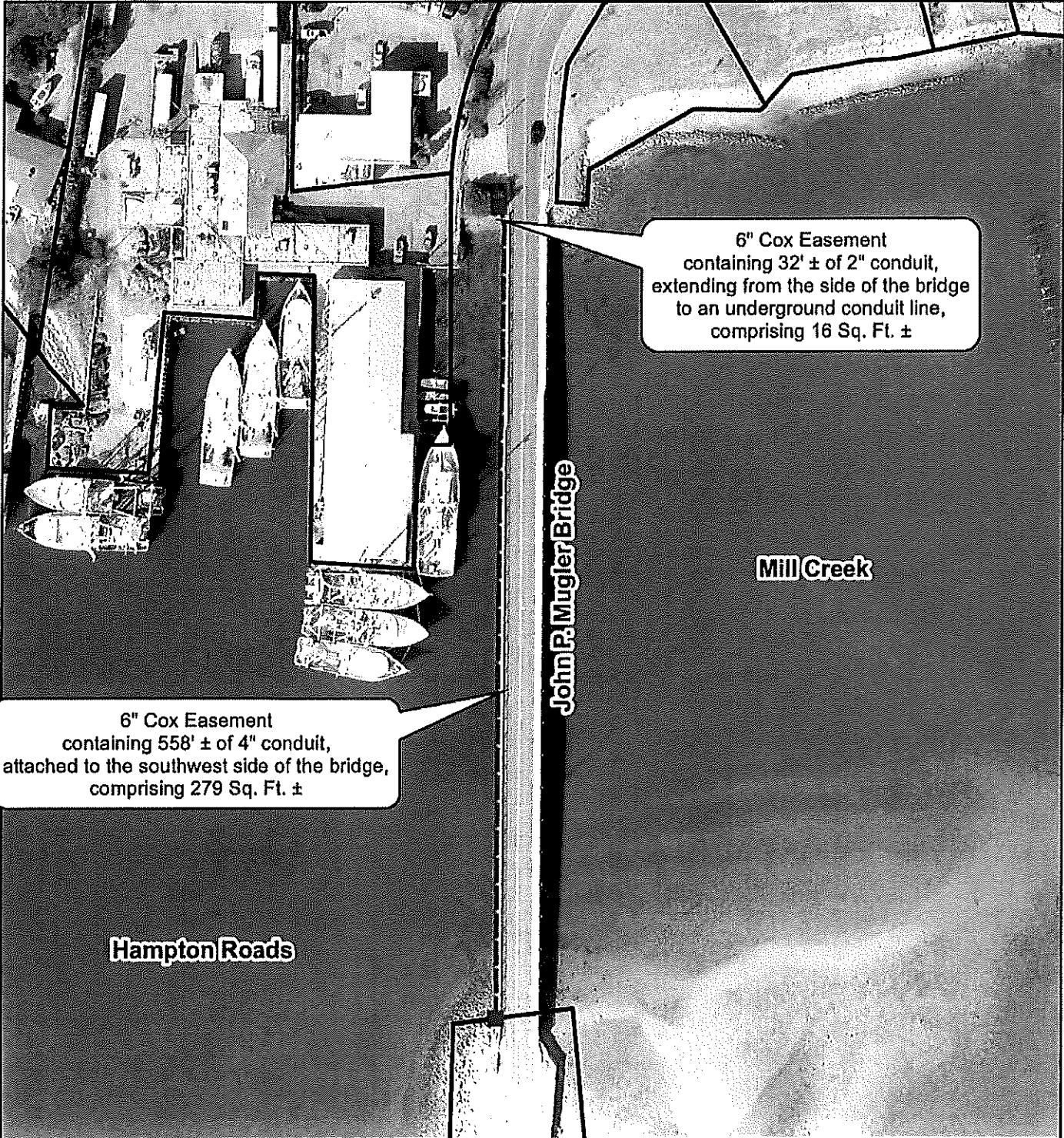
The foregoing Deed of Permanent Drainage Easement Dedication was acknowledged before me this 24 day of October, 2018, by Jesse Jordan Jr. (name), Project Planner 3 (title) of CoxCom, LLC, a Delaware limited liability company, doing business as Cox Communications. He/She is known to me personally or produced VA - Drivers License as evidence of identity.


Notary Public

My commission expires: May 21, 2020

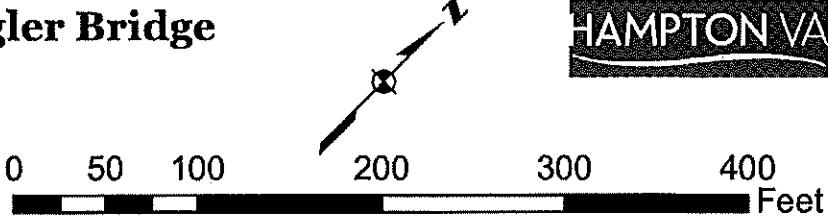
Registration number: 7709158





Cox Easement Along Mugler Bridge Totaling 295 Sq. Ft. ±

Scale: 1" = 100'
Map Printed: 4 Oct. 2018
Prepared by: CITY of HAMPTON
Dept. of Public Works - Engineering Services



HAMPTON VA

DISCLAIMER Although the information contained herein is believed to be reliable, no warranty, expressed or implied, is made regarding the accuracy, completeness, legality, reliability, or usefulness of any information, either isolated or in the aggregate, unless expressly specified. Neither is this information intended as a substitute for applicants' obligation to retain its own independent professional advice from an engineer, surveyor, attorney, or the like.