

**REVIEWED BY:**

Stephen R. Romine, Esq.  
LeClair Ryan  
Suite 2100  
999 Waterside Drive  
Norfolk, VA 23510

Portion of City Right-of-Way  
Adjacent to 1708 Todds Lane

**AFTER RECORDATION, RETURN TO:**

Hampton City Attorney's Office  
22 Lincoln Street  
Hampton, VA 23669  
(757) 727-6127 (VEM)

## **ENCROACHMENT AGREEMENT**

**THIS ENCROACHMENT AGREEMENT** (this "Agreement") made and entered into this 12<sup>th</sup> day of September, 2018, between the CITY OF HAMPTON, VIRGINIA, a municipal corporation of the Commonwealth of Virginia located at 22 Lincoln Street, Hampton, Virginia 23669 (the "City" and "Grantor"), and CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS, INC., a Delaware general partnership with its principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Licensee" and "Grantee").

**WHEREAS**, the City owns Todds Lane, a public right-of-way which contains several utility poles owned by Dominion Energy, Inc. (the "City Property") and affiliated with the address near 1708 Todds Lane;

**WHEREAS**, Licensee is a provider of wireless, residential, and business telecommunications products and services;

**WHEREAS**, Licensee requests that the City grant it permission to encroach into aerial areas of the City Property, totaling 13.25 cubic feet, comprising 0.9 cubic foot for an antenna, 11.35 cubic feet for an equipment cabinet, and 1.0 cubic foot for a power panel, all areas more or less, around Utility Pole #EM06 to install data nodes, as illustrated on Exhibit "A" attached hereto ("Licensed Area"), together with a right of access thereto, to attach communications equipment to the utility pole owned by Dominion Energy (the "Licensed Improvements");

**WHEREAS**, Licensee has demonstrated its authority to collocate on the Dominion Energy pole; and

**WHEREAS**, pursuant to §§ 34-90 to 34-92 of the City Code, the City agrees to grant Licensee a revocable license for the proposed encroachment under certain terms and conditions as specified herein.

**NOW, THEREFORE**, in consideration of these covenants, the parties agree as follows:

1. The City as "Licensor" hereby grants a non-exclusive revocable license to Licensee for the Licensed Improvements upon and under the City Property in the Licensed Area identified on the sketch designated as Exhibit "A," which is attached hereto and made a part hereof.

2. Licensee agrees:

A. It shall repair any damage to rights-of-way, sidewalks, landscaping, or other public property and improvements inside or outside the Licensed Area, caused by or resulting from or arising out of any act on the part of Licensee, its subcontractors, agents, or employees under or in connection with this Agreement, or maintenance or repair of the Licensed Improvements in the Licensed Area;

B. All work under this Agreement shall occur within the unpaved portion of the City Property;

C. The Licensed Improvement or any other permanent structure does not restrict the City's ability to inspect, repair, and/or maintain the City Property or infrastructure in the Licensed Area;

D. An intermodulation study will be submitted to the City's Information Technology Department to verify that the Licensed Improvements will not interfere with the City's existing towers;

E. No guy wires shall be installed; and

F. Except as otherwise provided herein, the Licensed Area will be kept in a neat and clean manner, free of noxious fumes and any additional obstructions so as not to cause disruption or hazard to pedestrian or vehicular traffic on the City Property.

3. The license herein granted shall commence on September 12, 2018 and continue until terminated pursuant to this Agreement.

4. The Licensed Improvements shall remain in the same location as described herein and as shown on the attached sketch identified as Exhibit "A".

5. Licensee shall not use the Licensed Area for any purpose other than the purposes set forth in this Agreement.

6. Licensee may vacate or abandon its use of the Licensed Area and any rights and obligations granted herein at any time upon 30 days' written notice to the City, provided, however, Licensee shall comply with any reasonable conditions imposed by the City regarding said termination, including but not limited to removal of the Licensed Improvements. The Director of Public Works specifically is delegated the responsibility to establish and enforce these conditions.

7. In the event the City reconstructs, widens, changes, or improves the area of the City Property, and the reconstruction, widening, changing, or improvement would necessitate relocation of the Licensed Improvements, Licensee agrees that, upon receipt of written notice accompanied by plans for such work from the City Manager or her authorized designee, within a reasonable time and at its sole expense, Licensee shall relocate its Licensed Improvements to conform with the City's plans. The City agrees to consider granting an additional license to Licensee if deemed necessary for relocation of the Licensed Improvements.

8. It is understood and agreed that Licensee shall be responsible for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Licensee, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any work required hereunder. Licensee shall indemnify, defend, and hold harmless the City, and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses, suffered by any indemnified party or entity as a result of claims or suits, to the extent the same are due to, arise out of, or are in connection with (a) any and all such damages, real or alleged, (b) the violation by Licensee or its employees or agents of any law applicable to this Agreement, and (c) the performance of work by Licensee or those for whom Licensee is legally liable, all except to the extent such claims or damages are due to or caused by the City, its agents, volunteers, servants, employees and/or officials. Defense of any claim against the City shall not be undertaken by Licensee except following receipt of written demand from the City.

9. Licensee acknowledges and, subject to the second sentence of this Section 9, accepts any risk of damage to the Licensed Improvements located under and along the City Property which may have been caused from the construction or maintenance activities of the City in the vicinity of the Licensed Improvements. Licensee does not waive its rights for any cause of action for damages to the Licensed Improvements resulting from willful, wanton, or intentional acts or negligence of the City or its agents, volunteers, employees, and officials.

10. Licensee will maintain commercial general liability insurance, with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. Licensee shall include the City as an additional insured as its interest may appear under this Agreement. Licensee will provide the City with a certificate of insurance evidencing the coverage required by this Section 10 and agrees to provide the City's Risk Management Administrator the certificate of insurance annually, at the notice address set forth below in Section 12.

11. Licensee may not sublet or assign the rights granted under this Agreement without the prior written consent of the City.

12. Any notice, communication, or request under this Agreement by the City or Licensee shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service (next business day service), or (c) hand delivery if receipt is evidenced by a signature of the addressee or authorized agent, and addressed to the applicable parties as follows:

<u>As to Grantor:</u>	City of Hampton, Virginia Director of Public Works Fourth Floor 22 Lincoln Street Hampton, VA 23669
Copy to:	City of Hampton City Attorney's Office Eighth Floor 22 Lincoln Street Hampton, VA 23669
<u>As to Licensee:</u>	Cellco Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, NJ 07921.

Either party may change its address for notice purposes by giving notification thereof to the other party, except that such change of address notice shall not be deemed to have been given until actually received by the addressee thereof.

13. Licensee shall keep and perform all terms and conditions hereof on its part to be kept and performed and at the expiration or sooner termination of this Agreement or the revocation of the license granted hereunder, peacefully and quietly surrender to the City the rights subject to the license granted hereunder. Licensee shall remove the Licensed Improvements at the written request of the City Manager to Licensee after the termination or expiration of this Agreement or the revocation of the license granted thereunder. In the event Licensee has not removed the Licensed Improvements within 30 days of receipt or deemed receipt of the City Manager's written request to remove the Licensed Improvements, the Licensed Improvements shall become the property of the City, with the City reserving the right to remove the Licensed Improvements; and the expense of said removal to be paid by Licensee, which shall be collected as real estate taxes are collected if not paid by Licensee.

14. Failure of the City to take action with respect to the breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of such term, covenant, or condition.

15. The terms, covenants, and conditions of this Agreement, subject to the provisions as to assignment, transfer, or subletting, shall apply to and bind the heirs, successors, executors, administrators, and assigns of all parties hereto; and all parties shall be jointly and separately liable hereunder.

16. The license granted hereunder is revocable by the City Council upon giving the Licensee 30 days' written notice of revocation, which right of revocation shall not be exercised unreasonably.

17. The City Council hereby delegates to the City Manager the right to revoke the license granted hereunder for violation of Paragraph No. 19 of this Agreement, subject to the terms thereof.

18. This Agreement is a Virginia contract deemed executed and accepted in the City of Hampton; and any and all questions with respect to any of the provisions herein shall be instituted, maintained, and contested in a court of competent jurisdiction in the City of Hampton, Virginia. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

19. In the event Licensee is for any reason or through any cause be in default under any of the terms of this Agreement, the City shall give Licensee written notice of such default by certified mail/return receipt requested, at the address set forth in Paragraph No. 12 of this Agreement. Unless otherwise provided, Licensee shall have 20 days from the date such notice is deemed given in Paragraph No. 12 above in which to cure the default, provided, however, that if such default cannot reasonably be cured within 20 days, the cure period provided herein shall be extended as long as Licensee is using good faith effort to effect such cure and proves such good faith effort to the reasonable satisfaction of the City. Upon Licensee's failure to cure the default, the City immediately may cancel and terminate this Agreement which operates as a revocation of the license granted thereunder as of the mailing date of the default notice. Upon termination, the Licensee shall cease performance of any further activities under the Agreement.

20. This Agreement includes the final and entire contract between the parties hereto and contains all the terms, covenants, and conditions agreed upon, it being the intent of the parties that neither shall be bound by any terms, covenants, conditions, or other representations not herein written.

21. The parties executing this Agreement represent and warrant they are duly authorized to execute it in their representative capacities as indicated.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

**WITNESS** the following signatures and seals as of the date first written above.

**GRANTOR:**

**CITY OF HAMPTON, VIRGINIA**

By: \_\_\_\_\_  
City Manager / Authorized Designee

COMMONWEALTH OF VIRGINIA:  
City of Hampton, to wit:

I hereby certify on this \_\_\_\_\_ day of September, 2018, that the foregoing Encroachment Agreement was acknowledged before me by \_\_\_\_\_, City Manager or Authorized Designee for the City of Hampton, Virginia. She/He is known to me personally.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No.: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Katherine Glass, Clerk of Council

COMMONWEALTH OF VIRGINIA  
City of Hampton, to-wit:

I hereby certify on this \_\_\_\_\_ day of September, 2018, that the foregoing Encroachment Agreement was acknowledged before me by Katherine K. Glass, Clerk of Council for the City of Hampton on the City's behalf. She is known to me personally.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No. \_\_\_\_\_

Approved as to Form:

Approved as to Content:

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Department of Public Works

LICENSEE / GRANTEE:

CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS

By:

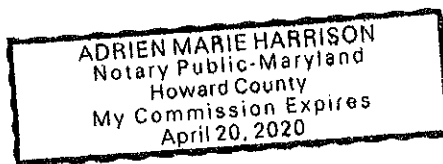
7/23/18  
Name: Thomas O'Malley  
Title: Director - Network Field Engineering

STATE OF Maryland:  
City/County of Howard, to wit:

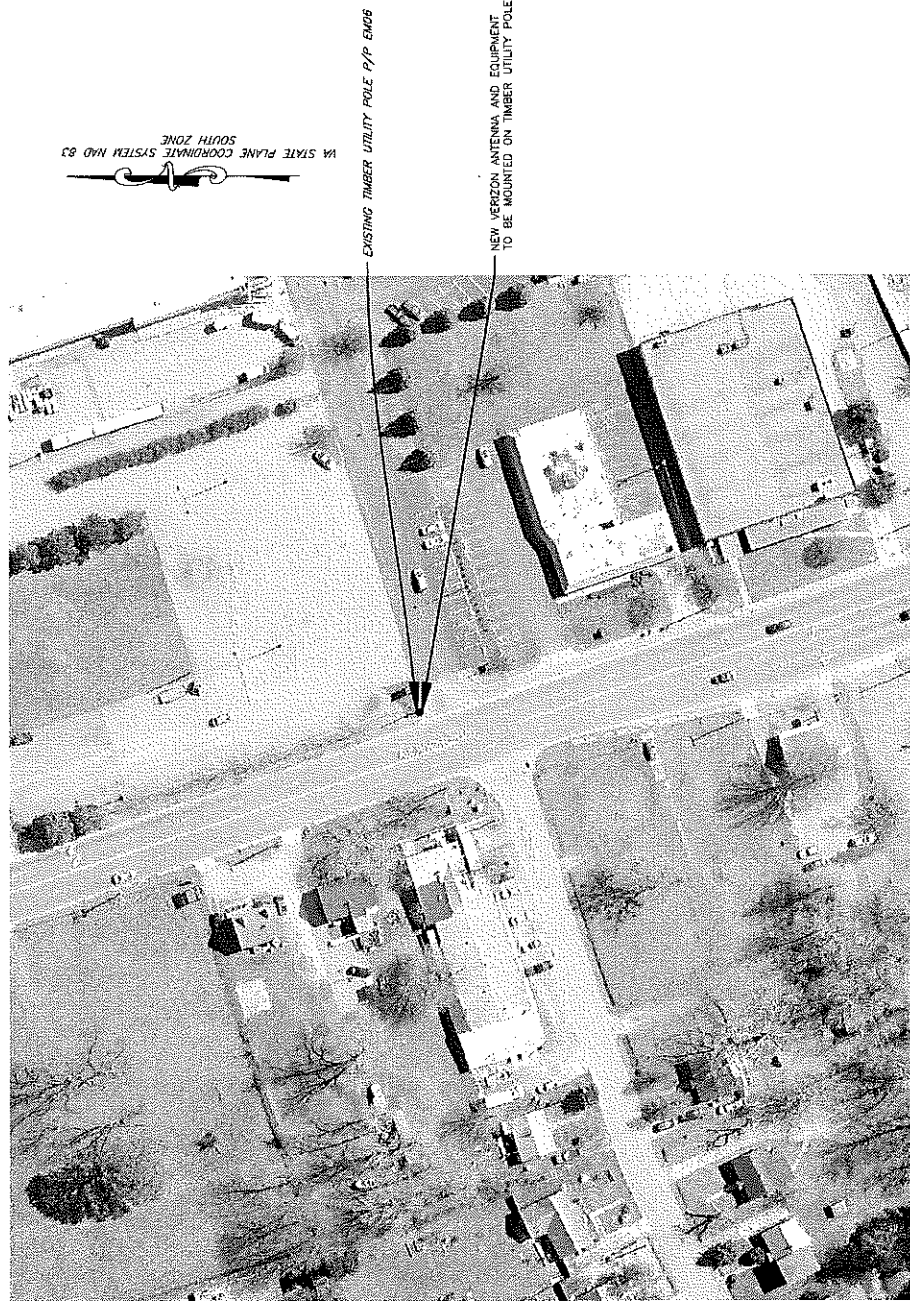
I hereby certify on this 23 day of July, 2018, that the foregoing Encroachment Agreement was acknowledged before me by Thomas O'Malley, Director - Network Field Engineering of Celco Partnership d/b/a Verizon Wireless. He is known to me personally or provided N/A as identification.

Adrien Marie Harrison  
Notary Public

My Commission Expires: April 20, 2020  
Registration No.: \_\_\_\_\_



1. PRIOR TO CONSTRUCTION OF THE CONTRACTOR SHALL ASSURE THE RESPONSIBILITY OF LOCATING ANY EXISTING AND CROSS UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST AND CROSS THROUGH THE AREA OF CONSTRUCTION THAT MAY NOT BE SHOWN ON THE RECORD PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
3. THE STOCKPILING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
4. ANY VEGETATED AREA DISTURBED BY CONSTRUCTION SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO SEED AND ESTABLISH A PERMANENT VEGETATIVE COVER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION. SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA REQUIREMENTS.
6. THE CONTRACTOR IS RESPONSIBLE FOR SITE LAYOUT AND CONSTRUCTION STAKING. LOCATION OF EXISTING STRUCTURES AND UTILITIES MUST BE CONFIRMED BY THE CONTRACTOR.
7. ALL WORK SHALL BE ACCOMPLISHED IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES OR ORDINANCES.
8. TRANSMITTER EQUIPMENT AND ANTENNAS ARE DESIGNED TO MEET ANSI/FANTR 22-G REQUIREMENTS.
9. ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
10. THE INDICATED DIRECTION OF NORTH WILL HAVE TO BE VERIFIED IN THE FIELD.
11. IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST WITHIN THE PROPOSED CONSTRUCTION AREA, THE CONTRACTOR SHALL LOCATE IT AND CONTACT THE APPLICANT & THE OWNERS REPRESENTATIVE.
12. PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT FOUNDATION, THE CONTRACTOR SHALL HAVE A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPLIANCES.
13. THIS PLAN IS SUBJECT TO ALL EXEMPTIONS AND RESTRICTIONS OF RECORD.
14. THE PROPOSED FACILITY WILL CAUSE ONLY A "MINOR" INCREASE IN AMBIENT NOISE LEVELS; THEREFORE, NO DAMAGE TO STRUCTURES ARE PROPOSED.
15. NO SIGNIFICANT DUST, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
16. THE FACILITY IS UNARMED AND NOT INTENDED FOR HUMAN HABITATION (NO HUMAN/OP ACCESS REQUIRED).
17. THE FACILITY IS UNARMED AND DOES NOT REQUIRE PORTABLE WATER OR SANITARY SERVICE.
18. ANTENNA, EQUIPMENT AND EASTMENT SUBJECT TO CHANGE.
19. UTILITY POLES AND FOUNDATION DESIGNED AND PROVIDED BY THE CITY OF FORT WORTH.



**SITE PLAN**  
**NOT TO SCALE**

# **SURVEYOR NOTES**

1. POLE ENDS IS LOCATED ENTIRELY WITHIN THE PUBLIC RIGHT OF HWY.
2. THE DIMENSIONS(S) SHOWN HEREON IS TO THE CENTER OF THE POLE.

FOR 24' X 36' PLOT - 1" = 5'  
FOR 12' X 12' PLOT - 1" = 10'

## **ABBREVIATIONS**

NUMBER	ABBREVIATION
1	ASPHALT
2	CONCRETE
3	ELECTRICITY
4	TELEPHONE
5	PROPERTY LINE
6	UTILITY POLE
7	SDA
8	ASPHALT
9	DL OVERHEAD WIRES
10	TELEPHONE MANHOLE
11	LIGHT POLE
12	PROPERTY LINE
13	UTILITY POLE
14	SDA
15	ASPHALT
16	DL OVERHEAD WIRES
17	TELEPHONE MANHOLE
18	LIGHT POLE
19	PROPERTY LINE
20	UTILITY POLE
21	SDA
22	ASPHALT
23	DL OVERHEAD WIRES
24	TELEPHONE MANHOLE
25	LIGHT POLE
26	PROPERTY LINE
27	UTILITY POLE
28	SDA
29	ASPHALT
30	DL OVERHEAD WIRES
31	TELEPHONE MANHOLE
32	LIGHT POLE
33	PROPERTY LINE
34	UTILITY POLE
35	SDA
36	ASPHALT
37	DL OVERHEAD WIRES
38	TELEPHONE MANHOLE
39	LIGHT POLE
40	PROPERTY LINE
41	UTILITY POLE
42	SDA
43	ASPHALT
44	DL OVERHEAD WIRES
45	TELEPHONE MANHOLE
46	LIGHT POLE
47	PROPERTY LINE
48	UTILITY POLE
49	SDA
50	ASPHALT
51	DL OVERHEAD WIRES
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55	UTILITY POLE
56	SDA
57	ASPHALT
58	DL OVERHEAD WIRES
59	TELEPHONE MANHOLE
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61	PROPERTY LINE
62	UTILITY POLE
63	SDA
64	ASPHALT
65	DL OVERHEAD WIRES
66	TELEPHONE MANHOLE
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68	PROPERTY LINE
69	UTILITY POLE
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71	ASPHALT
72	DL OVERHEAD WIRES
73	TELEPHONE MANHOLE
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75	PROPERTY LINE
76	UTILITY POLE
77	SDA
78	ASPHALT
79	DL OVERHEAD WIRES
80	TELEPHONE MANHOLE
81	LIGHT POLE
82	PROPERTY LINE
83	UTILITY POLE
84	SDA
85	ASPHALT
86	DL OVERHEAD WIRES
87	TELEPHONE MANHOLE
88	LIGHT POLE
89	PROPERTY LINE
90	UTILITY POLE
91	SDA
92	ASPHALT
93	DL OVERHEAD WIRES
94	TELEPHONE MANHOLE
95	LIGHT POLE
96	PROPERTY LINE
97	UTILITY POLE
98	SDA
99	ASPHALT
100	DL OVERHEAD WIRES

## **LEGEND**

EXISTING	NEW
ASPHALT	CONCRETE
DL OVERHEAD WIRES	TELEPHONE MANHOLE
TELEPHONE MANHOLE	LIGHT POLE
PROPERTY LINE	UTILITY POLE
UTILITY POLE	SDA
SDA	ASPHALT
ASPHALT	DL OVERHEAD WIRES
DL OVERHEAD WIRES	TELEPHONE MANHOLE
TELEPHONE MANHOLE	LIGHT POLE
PROPERTY LINE	UTILITY POLE
UTILITY POLE	SDA
SDA	ASPHALT
ASPHALT	DL OVERHEAD WIRES
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UTILITY POLE	SDA
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PROPERTY LINE	UTILITY POLE
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UTILITY POLE	SDA
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PROPERTY LINE	UTILITY POLE
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SDA	ASPHALT
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DL OVERHEAD WIRES	TELEPHONE MANHOLE
TELEPHONE MANHOLE	LIGHT POLE
PROPERTY LINE	UTILITY POLE
UTILITY POLE	SDA
SD	





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (866) 283-7122 <b>FAX (A/C, No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Cellico Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA		<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh 19445	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER: 570072437803****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL4611607	06/30/2018	06/30/2019	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Aberdeen Road n003, GL Location: 427939, Portion of ROW adjacent to 1708 Todds Lane and Aberdeen Road. City of Hampton, Virginia is included as Additional Insured with respect to the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of Hampton, Virginia Director of Public Works 22 Lincoln Street, Fourth Floor Hampton VA 23669 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>

Holder Identifier :

Certificate No : 570072437803