
(Space Above Reserved for Recording Information)

DEDICATION OF TRAFFIC SIGNAL EASEMENT

This Dedication of Traffic Signal Easement (this "Easement") is made as of the ____ day of _____, 2009, by _____, a _____ ("Grantor"), to and for the benefit of CITY OF SUFFOLK, VIRGINIA, a municipal corporation of the State of Virginia, whose address is 441 Market Street, Suffolk, Virginia 23434 ("City").

WHEREAS, Grantor is the owner of that certain tract of land situated in Suffolk, Virginia, as more specifically described on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Premises"); and

WHEREAS, Grantor desires to grant certain easements to Grantee over and across the Easement Premises, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and for other good and sufficient consideration to it paid (the receipt of which is hereby acknowledged), Grantor does hereby grant and convey unto City a non-exclusive easement for traffic signalization, including the right to build, construct, install, operate, keep and maintain traffic signal facilities, equipment and all appurtenances incidental thereto (the "Facilities") under, in, over and upon the Easement Premises.

City shall have the right at all times to go upon the Easement Premises to construct, operate, maintain and repair the Facilities as may be necessary, and while nothing in this easement grant shall be construed as to grant any right to City which shall in any way interfere with the safe and unrestricted use by Grantor of the land adjacent to the Easement Premises, Grantor shall neither use nor attempt to use said property in such manner as would interfere with the proper, safe and continuous maintenance and use of the Easement Premises for the purposes stated above and specifically shall not build thereon or thereover any structure which may interfere with the maintenance and use of the Easement Premises.

Notwithstanding anything contained herein to the contrary, Grantor hereby reserves the right (i) to use, and permit others to use, any surface or subsurface areas within the Easement Premises so long as such use does not materially interfere with City's use of the Easement Premises, and (ii) to improve over all or any portion of the Easement Premises with landscaping, roads, paved driveways, parking surfaces, sidewalks, curbs and gutters, so long as such improvements do not substantially interfere with City's rights hereunder and City's use of the Easement Premises.

City agrees by the acceptance of this easement grant that it shall bear the full expense of restoring the surface area of the Easement Premises to the same condition existing thereon prior to any activities by City that alter the surface area of the Easement Premises, except to the extent that the Facilities are constructed or installed upon the surface of the Easement Premises pursuant to the rights herein granted. Grantor agrees that the city may use a saw cut sealant or comparable material to repair saw cuts made by the City in any pavement surface within the Easement Premises. City agrees to repair any actual damages to improvements on the Easement Premises and property adjacent thereto owned by Grantor resulting from City's entry upon the Easement Premises.

Any activity of City on the Easement Premises shall be performed by the City in an expeditious manner consistent with generally accepted construction practices so as to minimize interference with Grantor's operation on the Easement Premises or the property adjacent thereto owned by Grantor.

Grantor further states that it is lawfully seized of title to the Easement Premises and that it has good and lawful right to convey said easement to the Grantee herein.

The provisions of this easement grant are subject to all existing matters of record. The easement and provisions contained herein shall be continuing covenants running with the land.

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City of Suffolk, Virginia

By _____

Selena Cuffee-Glenn, City Manager

Date

ATTEST:

Erika S. Dawley, City Clerk

Date

APPROVED TO FORM

BY _____

City Attorney's Office

EXHIBIT A