

Prepared under the Supervision of and Return to:

SummitIG, LLC

Attn: Thomas Gunerman, General Counsel
22365 Broderick Drive, Suite 250
Sterling, Virginia 20166

TAX MAP PARCEL I.D. NO.: 59-109B

DEED OF EASEMENT

DEED OF EASEMENT made this _____ day of _____, 20____, by and between the County of Louisa (hereinafter called "Grantor") with an address of P O Box 160, Louisa, Virginia 23093, and SummitIG, LLC, a Virginia limited liability company, its successors, assigns, lessees, licensees and agents (hereinafter called "Grantee") with an address of 22365 Broderick Drive, Suite 250, Sterling, Virginia 20166.

For and in consideration of One Dollar (\$1.00) cash in hand paid unto Grantor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its successors, assigns, lessees, licensees and agents, a perpetual easement and right of way (the "Easement") to install, access, construct, operate, repair, maintain, test, inspect, improve, relocate, alter, replace and remove an underground communications system, and such uses compatible therewith and ancillary thereto, consisting of such buried cables, wires, conduits, innerducts, vaults, manholes, handholes, and related above-ground and under-ground facilities, including but not limited to, posts, terminals, handholes, manholes, location markers, cabinets, shelters, equipment housings, and other appurtenances (the "Facilities"), as Grantee may from time to time require, over, across, under, through and upon Grantor's real property being located in the County of Louisa, Commonwealth of Virginia, more particularly identified as Tax Map Parcel I.D. No. 59-109B (the "Property"), as depicted on a plat identified as Exhibit A, 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:

1. Grantee shall have the right of ingress and egress over, upon and across the Property, including drives, lanes, ways or private roads, to and from the Facilities and Easement Area, including the right to temporarily open and close fences, to exercise the rights herein granted.
2. 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 the Facilities or impede access thereto.
3. The Facilities constructed hereunder shall be owned by and shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, access, relocate, repair, replace, and remove the Facilities, or any part thereof, within the Easement Area, and may make such changes, alterations, substitutions, additions in and to, or extensions of the Facilities as it deems advisable without the prior consent of the Grantor.

4. During periods of construction, repair, and maintenance of the Facilities, Grantee shall have the temporary right to use Grantor's property lying adjacent to the Easement Area. Grantee, after constructing, inspecting or maintaining the Facilities, will restore the Property impacted by such work, as nearly as reasonably practicable, to the condition of the Property existing immediately prior to commencement of its work to construct, inspect or maintain the Facilities. Grantor shall not interfere with the Facilities.

5. 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.

6. Grantor covenants that it is seized of the Property and has the right and authority to convey the Easement and the rights and privileges herein conveyed to Grantee, that no consent is required, and that Grantee, its successors, assigns, licensees, lessees and agents shall have quiet and peaceable possession, use and enjoyment of the aforesaid Easement, rights and privileges hereby granted. This Easement shall be a covenant running with the land, shall be a burden upon the Property and shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, licensees, lessees and agents.

7. Grantee shall have the right to assign, lease, license, sell or transfer all or any part of the rights granted pursuant to this Deed of Easement, including without limitation, the Easement and the Facilities to third parties, and such third parties shall have the right, in like manner and to like extent as provided herein, to operate their Facilities on the Property as provided herein.

8. Grantor represents and warrants that, as of the date of this Agreement, the Property is not encumbered by any mortgages or deeds of trust.

9. This instrument may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Beneficiary has caused this Deed of Easement to be executed by an authorized representative as of the date set forth above.

BENEFICIARY:
County of Louisa

By: _____

Name: _____

Title: _____

COMMONWEALTH OF VIRGINIA:
CITY/COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, on behalf of the **County of Louisa** who is personally known to me or who has produced sufficient identification to me.

Notary Public Registration No. _____

My Commission Expires: _____

Notary Public



NB+ ENGINEERING SERVICES, LLC.
6005 NAVASOLE DRIVE, SUITE 300
(401) 779-7092



SUMMITIG
2265 BRODICK DRIVE, SUITE 250
STERLING, VIRGINIA 20166
OFFICE: (703) 376-3700
NOC: (845) 778-6515
FAX: (703) 652-0743

ENGINEERING FIRM

SUPERSPAN 3
SPAN-3N
LOUISA COUNTY

REVISIONS

DESIGN RECORDS
SITE INFORMATION
APPUCANT

PROFESSIONAL STAMP
ENGINEER

EXHIBIT A

