

**RESOLUTION FOR A PUBLIC UTILITY EASEMENT
IN SUPPORT OF THE TOWN OF BLACKSBURG
SHENTEL ENTERPRISE EXPANSION PROJECT**

The Shenandoah Telecommunications Company (“Shentel”) has requested Virginia Polytechnic Institute and State University (“Virginia Tech”) to grant a public utility easement to the Town of Blacksburg (the “Town”) in the area of Research Center Drive between Forecast Drive and Pratt Drive on the main campus of Virginia Tech located in the Town of Blacksburg, Montgomery County, Virginia, in support of the Town’s Internet Expansion Project.

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WHEREAS, The Town is participating in the Shentel Enterprise Expansion Project to lay fiber along The Virginia Tech Corporate Research Center Park ("The VTCRC") to include portions of Innovation, Research Center and Kraft Drives; and,

WHEREAS, The Shentel Enterprise Expansion Project will utilize public utility easements for the installation of a fiber line on real property owned by Virginia Tech; and,

WHEREAS, Shentel has requested Virginia Tech to grant a public utility easement ("PUE") to the Town in the area of Research Center Drive between Forecast Drive and Pratt Drive, which PUE area would contain approximately 46,795 square feet as more particularly shown and described on the attached drawing entitled "Exhibit for Variable Public Utility Easement affecting Tax Map #256-A 1 Town of Blacksburg, Mount Tabor Magisterial," dated March 31, 2022 and made by Hurt and Proffitt; and,

WHEREAS, Virginia Tech desires to grant the approximately 46,795 square feet PUE to the Town in support of the Shentel Enterprise Expansion Project;

NOW, THEREFORE BE IT RESOLVED, that the Interim Senior Vice President and Chief Business Officer, his successors and/or assigns, be authorized to execute a Deed of Easement, or Amendment to Deed of Easement, to the Town as described herein, in accordance with applicable Virginia Tech policies and procedures as permitted by the Higher Education Restructuring Act and the Management Agreement with the Commonwealth of Virginia, and the Code of Virginia (1950), as amended.

RECOMMENDATION:

That the above resolution authorizing the Interim Senior Vice President and Chief Business Officer to execute an amendment to the existing easement, or a new easement as may be appropriate, to the Town of Blacksburg be approved.

June 7, 2022

Part of Tax Parcel No. 070905
Part of Tax Map No. 256- A 1

VT Tract No.208-00001-00311 in association with 208-0001-00055 & 208-0001-00286

PREPARED BY: Virginia Polytechnic Institute and State University
Attn: Real Estate Management (MC0163)
230 Sterrett Drive
Blacksburg, VA 24061

RETURN TO: Town of Blacksburg
Attn: Town Clerk
300 South Main Street
Blacksburg, VA 24060

Exempted from recordation taxes under Sections 58.1-811(A) (3), and
58.1-811(C) (3), and exempted from recording fees under Sections 17.1-266
and 17.1-279 (E) of the Code of Virginia, 1950 as amended.

DEED OF EASEMENT

This Deed of Easement is dated the 1st day of June, 2022, by and between **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**, an institution of higher education and an agency of the Commonwealth of Virginia, hereinafter called Grantor, and the **TOWN OF BLACKSBURG**, an incorporated municipality of the Commonwealth of Virginia, hereinafter called Grantee.

WITNESSETH

That for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with Section 23.1-1000 *et seq.* of the Code of Virginia (1950), as amended, Grantor grants unto Grantee, its successors and assigns, the perpetual right, privilege, and easement of right-of-way, containing approximately 46,795 square feet, to lay, erect, construct, operate, maintain and repair an underground telecommunication lines and all related equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of providing public high-speed internet, phone and television service, under, upon and across the lands of the Grantor as more particularly shown and described on a drawing entitled "Exhibit for Variable Public Utility Easement affecting Tax Map #256-A 1 Town of Blacksburg, Mount Tabor Magisterial" dated March 31, 2022, and made by Hurt & Proffitt which drawing is attached hereto and made a part hereof; and being part of that real estate acquired by Grantor by deed dated July 30, 1936 from Grantee, which deed is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, as Deed Book 104 Page 104.

This easement is subject to all existing easements, rights-of-way, covenants, encumbrances and restrictions of record, and is further subject to the following conditions:

- A. The facilities constructed 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 its facilities within the boundaries of said right-of-way as are consistent with the purpose expressed

herein. All construction, maintenance, equipment and facilities shall comply with all applicable laws, ordinances, codes and regulations.

- B. Upon completion of any activity by Grantee upon the right-of-way, Grantee shall restore the right-of-way as nearly to its original condition as practicable, including backfilling of trenches, reseeding or resodding of lands, replacement of equipment and facilities of Grantor, removal of trash and debris, and removal of any of Grantee's equipment, accessories or appurtenances not consistent with the construction, maintenance or operation of said facilities or the exercise of any rights or privileges expressed herein. Grantee shall maintain said right-of-way and facilities in such repair as not to endanger or otherwise limit the enjoyment or use of Grantor's property and adjacent properties.
- C. Grantee shall have the right to trim, cut and remove trees, shrubbery or other natural obstructions on or over the right-of-way which interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities. Horizontal boring shall be implemented during utility install and maintenance to reduce damage to trees and avoid disrupting the landscape. All trees cut by Grantee shall remain the property of Grantor. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of said right-of-way shall be removed from lands of Grantor and disposed of by Grantee.
- D. Grantee shall have the right of ingress to and egress from said right-of-way over the lands of Grantor as may be necessary to exercise Grantee's rights herein. Grantee shall exercise such right in such manner as shall not occasion injury or inconvenience to Grantor. Grantee shall at Grantor's election pay for or repair any injury to any of Grantor's land, structures, roads, fences, and other improvements caused by Grantee, its employees, agents or contractors. Grantee shall notify Grantor as soon as it is aware of any such injury and shall make said payment or repair within thirty (30) days after such election by Grantor; provided, however, that if such injury results in an on-going hazardous condition or a material loss of use of Grantor's property (such as, by way of illustration and not by limitation, a disruption of any utilities or loss of access to Grantor's property) then Grantee shall immediately remedy the hazardous condition or material loss of use.
- E. Grantor may use said right-of-way 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 said facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said facilities and to which the Grantor is subject.
- F. Grantee covenants and agrees to have its contractors working on the facilities maintain a commercial general liability policy covering bodily injury, death and property damage with combined single limit coverage of at least One Million and No/100ths Dollars (U.S. \$1,000,000.00) each occurrence and Five Million and No/100ths Dollars (U.S. \$5,000,000.00) aggregate. Virginia Polytechnic Institute and State University and the Commonwealth of

Virginia shall be named as an additional insured. A copy of the Certificate of Insurance and the associated additional insured endorsement are to be provided to the Grantor.

- G. The purpose of this easement is to complete fiber optic cable installation improvements to real property now or formerly owned by Virginia Tech Foundation, Inc. and Virginia Tech Corporate Research Center Inc., which is a wholly owned subsidiary of the Virginia Tech Foundation, Inc., and which real property adjoins Grantor's property. If Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, and after being provided notice by Grantor, all of the Grantee's rights and interest in said easement or portion thereof shall immediately terminate and revert to Grantor, its successors and assigns. Should this easement of right-of-way be terminated Grantee shall at its expense remove any facilities and restore Grantor's property as nearly to its original condition as practicable and, on written request by Grantor, Grantee shall quitclaim and release same.
- H. This easement of right-of-way, and the use thereof, is intended to be used solely as stated herein. No other use shall be permitted without the express written consent of Grantor, which consent Grantor shall be under no obligation to give. Consent shall be evidenced by an amendment to this Deed of Easement, approved and executed with the same formality as this Deed of Easement, and shall be subject to all conditions therein set out.
- I. If Grantor at any time deems it necessary or advisable to relocate for Grantor's convenience any of Grantee's facilities installed and used pursuant to this Deed of Easement, Grantee shall relocate such facilities to a route or place acceptable to Grantor, provided Grantor for no additional consideration shall grant unto Grantee such easement as may be necessary to effect such relocation, subject to the same rights, privileges and conditions, as herein set forth, and Grantor shall reimburse Grantee the reasonable, direct costs of such relocation. Upon relocation of any of the facilities from any portion of the easement hereby granted, the easement for or over that portion of the land no longer used by Grantee shall automatically terminate and all rights, title and interest therein shall revert to Grantor.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.)

WITNESS the following signatures and seals.

Grantor:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY

By: _____
Christopher H. Kiwus, PE., PhD,
Interim Senior Vice President Chief Business Officer

Commonwealth of Virginia,
County of Montgomery, to-wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid,
certify that the foregoing instrument was acknowledged before me this ____ day of
_____, 2022, by Christopher H. Kiwus, PE., PhD, Interim Senior Vice
President and Chief Business Officer, Virginia Polytechnic Institute and State University,
an agency of the Commonwealth of Virginia and an institution of higher education, acting
for and on behalf of the said agency.

Notary Public

My commission expires: _____

Notary registration number: _____

[Notary Seal]

Approved as to form and legal sufficiency:

By: Special Assistant Attorney General

Grantee's Acceptance:

TOWN OF BLACKSBURG

By _____

Marc Verniel

Town Manager, Town of Blacksburg

Authorized to Accept this Easement by Town Council Resolution 8-H-08.

Commonwealth of Virginia,

City/County of _____, to-wit:

I, _____, a Notary Public in and for the jurisdiction aforesaid, certify that the foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Marc Verniel, Town Manager, Town of Blacksburg, on behalf of the said municipality.

Notary Public

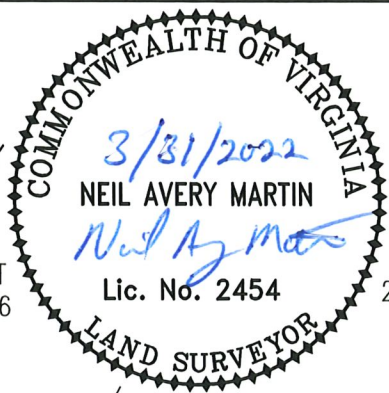
My commission expires: _____

Approved as to form and legal sufficiency:

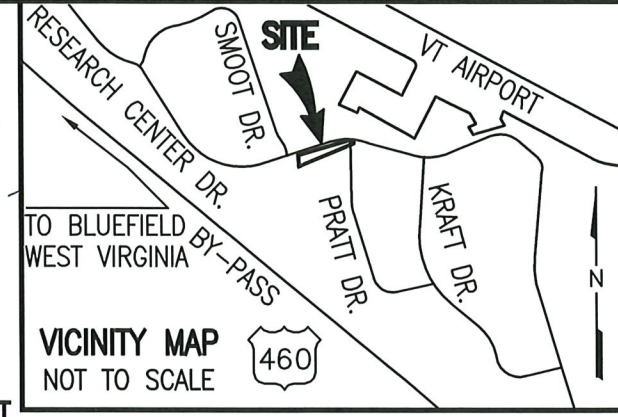
By: Town Attorney

N/F
TAX MAP # 316-3 1
VA TECH CORPORATE RESEARCH CENTER, PHASE II, LOT 1VA TECH FOUNDATION, INC.
INSTRUMENT #2010009457

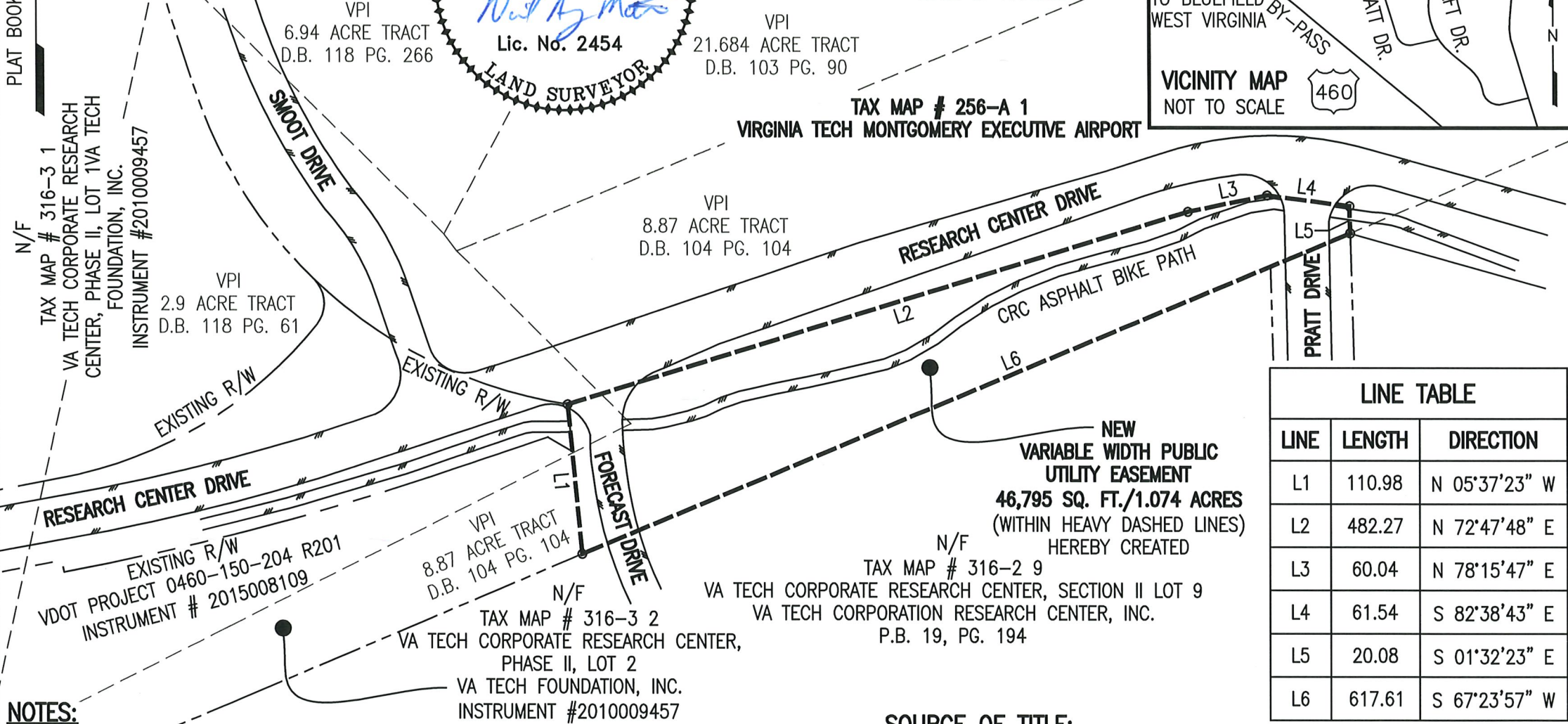
ABBREVIATIONS:
D.B. = DEED BOOK
P.B. = PLAT BOOK
PG. = PAGE
N/F = NOW OR FORMERLY
R/W = RIGHT OF WAY



LEGEND
--- RIGHT OF WAY
— PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- - - NEW EASEMENT LINE
- - - EXISTING EASEMENT
- - - EDGE OF PAVEMENT



Attachment Q
EXHIBIT FOR VARIABLE WIDTH PUBLIC UTILITY EASEMENT AFFECTING
TAX MAP # 256-A 1
TOWN OF BLACKSBURG, MOUNT TABOR MAGISTERIAL



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	110.98	N 05°37'23" W
L2	482.27	N 72°47'48" E
L3	60.04	N 78°15'47" E
L4	61.54	S 82°38'43" E
L5	20.08	S 01°32'23" E
L6	617.61	S 67°23'57" W

NEW
VARIABLE WIDTH PUBLIC
UTILITY EASEMENT
46,795 SQ. FT./1.074 ACRES
(WITHIN HEAVY DASHED LINES)
HEREBY CREATED

N/F
TAX MAP # 316-2 9
VA TECH CORPORATE RESEARCH CENTER, SECTION II LOT 9
VA TECH CORPORATION RESEARCH CENTER, INC.
P.B. 19, PG. 194

- NOTES:**
1. THIS EXHIBIT FOR VARIABLE WIDTH PUBLIC UTILITY EASEMENT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND THEREFORE MAY NOT AGREE WITH DEEDS AND PLATS OF RECORD OR SHOW ALL ENCUMBRANCES UPON THE PROPERTY SURVEYED.
 2. REFERENCES: D.B. 104 PG. 104, D.B. 118 PG. 61, D.B. 103 PG. 90, D.B. 118 PG. 86, D.B. 118 PG. 266.
 3. THIS EXHIBIT FOR VARIABLE WIDTH PUBLIC UTILITY EASEMENT IS THE RESULT OF AN ACTUAL FIELD SURVEY PERFORMED IN MARCH, 2022 AND ONLY REFLECTS FIELD CONDITIONS PRESENT AT THAT TIME.

SOURCE OF TITLE:
THIS IS TO CERTIFY THAT THE PROPERTY SHOWN HEREON IS A PORTION OF THE PROPERTY ACQUIRED BY VPI BY DEED , RECORDED IN D.B. 104 PG. 104 AND D.B. 118 PG. 61, WHICH ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO THE SAID PROPERTY.

Neil Avery Martin
NEIL AVERY MARTIN, L.S.# 2454
3/31/2022
DATE

PROJECT NO. 20220354
DATE: 03/31/2022
LAT. 37.205136°
LONG. -80.413519°
DRAWN BY: JEL
CHECKED BY: NAM

HURT & PROFFIT
INSPIRED / RESPONSIVE / TRUSTED
1861 PRATT DR, SUITE 1100
BLACKSBURG, VA 24060
540.552.5592 | HANDP.COM
ENGINEERING • SURVEYING • LAND DEVELOPMENT • ENVIRONMENTAL
GEOTECHNICAL • CONSTRUCTION TESTING & INSPECTION • CULTURAL RESOURCES
Apr 04, 2022 - 9:51am \\data01\Projects\2022\20220354\Survey\CAD\220354_002.dwg