

**RESOLUTION FOR EASEMENT
IN SUPPORT OF THE ORANGE COUNTY BROADBAND AUTHORITY
FIBERLYNC BROADBAND SERVICE PROJECT**

FiberLync, a Fiber Optic Internet Service Provider owned and operated by The Orange County Broadband Authority (“FiberLync”) has requested Virginia Polytechnic Institute and State University (“Virginia Tech”) to grant an easement in the area of Route 15 James Madison Highway on the Virginia Tech owned parcel in Orange County, Virginia, in support of the FiberLync Broadband Service Project.

**RESOLUTION FOR EASEMENT
IN SUPPORT OF THE ORANGE COUNTY BROADBAND AUTHORITY
BROADBAND SERVICE PROJECT**

WHEREAS, FiberLync is participating in the Orange County Broadband Authority Broadband Service Project to lay fiber along Route 15 James Madison Highway to make broadband service available to several businesses including fiber upgrades to the Central Virginia Regional Jail Authority and Orange/Madison Co-Operative Farm Service.

WHEREAS, The Broadband Service Project will utilize an existing public utility easement for the installation of a fiber line on real property owned by Virginia Tech; and

WHEREAS, As more particularly shown and described on the attached drawing entitled “Virginia Polytechnic Institute and State University F/N/A Commonwealth of Virginia – Virginia Agricultural and Mechanical College and Polytechnic Institute” dated September 13, 2022, FiberLync has requested Virginia Tech to grant a 15’ easement within the already existing 100’ easement and right of way recorded with Virginia Electric and Power Company dated August 27, 2018 and recorded in the Clerk’s Office of the Orange County Circuit Court as Instrument Number 2019000513.

WHEREAS, Virginia Tech desires to grant the 15’ easement to FiberLync in support of the Orange County Broadband Authority Broadband Service Project;

NOW, THEREFORE BE IT RESOLVED, that the Executive Vice President and Chief Operating Officer, her successors and/or assigns, be authorized to execute a Deed of Easement, or Amendment to Deed of Easement, to FiberLync 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 Executive Vice President and Chief Operating Officer to execute an easement, or an amendment to an existing easement as may be appropriate, to FiberLync be approved.

November 14, 2022

Parcel Record No. 10380
Tax Map No. 04400000000450

VT Tract No.208-00010-00001

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

RETURN TO: FiberLync
Attn: Jenny Cord
323 N. Madison Rd. Suite C
Orange, Virginia 22960

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 September, 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 **ORANGE COUNTY BROADBAND AUTHORITY d/b/a FIBERLYNC** a Public Service Authority in 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, of fifteen feet (15') in width within the existing VEPCO easement already of record at the Orange County Circuit Court Clerk's Office, dated August 27, 2018 and recorded as Instrument Number 2019000513. Creating a total easement and right-of-way width of fifteen (15') (being fifteen (15') nearest Route 15 within the existing easement and right-of-way centerline), 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 the attached drawing dated September 13, 2022, which drawing is attached hereto and made a part hereof; and being part of that real estate acquired by Grantor by deed dated September 14, 1940, which deed is recorded in the Clerk's Office of the Circuit Court of Orange County, Virginia, as Deed Book 116 Page 330.

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 and further provided that such use is not inconsistent with any existing easements or rights-of-way.

- 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 to real property now or formerly owned by Orange Madison Co-Operative and Central Virginia Regional Jail, 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: _____

Amy Stoakley Sebring
Executive Vice President Chief Operating 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 Amy Stoakley Sebring, Executive Vice President Chief Operating 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:

ORANGE COUNTY BROADBAND AUTHORITY d/b/a FIBERLYNC

By _____

James K. White
Chairman & CEO

Authorized to Accept this Easement by FiberLync.

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 James K. White, Chairman & CEO, FiberLync, on behalf of the said municipality.

Notary Public

My commission expires: _____

A COMPILED EASEMENT PLAT
(NOT A CURRENT LAND BOUNDARY SURVEY)
ON THE LAND OF

**VIRGINIA POLYTECHNIC
INSTITUTE AND STATE
UNIVERSITY**
F/N/A
**COMMONWEALTH OF
VIRGINIA—
VIRGINIA
AGRICULTURAL AND
MECHANICAL COLLEGE
AND POLYTECHNIC
INSTITUTE**

DB-116-330
PLAT: DB-116-332
T.M.# 44-45
TOWN OF ORANGE
SPOTSWOOD DISTRICT
ORANGE COUNTY, VIRGINIA
SCALE: 1" = 200' DATE: SEPTEMBER 13, 2022

REVISION	DATE

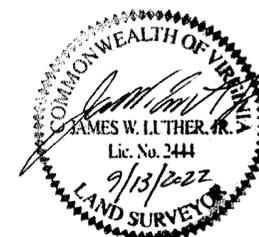
JAMES LUTHER, P.C.
LAND SURVEYOR

114 BYRD STREET
P.O. BOX 381
ORANGE, VIRGINIA 22960
PHONE (540) 672-1524
EMAIL ADDRESS JWLUTHERJR@COMCAST.NET



NOTES

1. NO TITLE REPORT FURNISHED TO THIS SURVEYOR.
2. PROPERTY IS SUBJECT TO ALL RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. THIS PLAT DOES NOT REPRESENT A CURRENT FIELD SURVEY. NO FIELD WORK WAS PERFORMED FOR THE PREPARATION OF THIS PLAT.
4. THIS PLAT DOES NOT REPRESENT A PHYSICAL LOCATION SURVEY. THEREFORE, ALL IMPROVEMENTS ARE NOT NECESSARILY SHOWN, EASEMENTS AND/OR ENCROACHMENTS AND/OR WETLANDS NOT SHOWN HEREON MAY EXIST.
5. THIS IS NOT A BOUNDARY SURVEY. BOUNDARY DATA SHOWN WAS COMPILED FROM A PLAT RECORDED IN INSTRUMENT #190000513.



RECORD
PLAT: INSTRUMENT
#190000513

JAMES MADISON HIGHWAY
U.S. ROUTE 15
R/W VARIES
DB-102-349
DB-102-360

**15' ORANGE COUNTY BROADBAND
AUTHORITY D/B/A FIBERLYNC
NON-EXCLUSIVE EASEMENT**

VIRGINIA POLYTECHNIC INSTITUTE
AND STATE UNIVERSITY
F/N/A
COMMONWEALTH OF VIRGINIA—
VIRGINIA AGRICULTURAL AND
MECHANICAL COLLEGE AND
POLYTECHNIC INSTITUTE
DB-116-330
PLAT: DB-116-332
T.M.# 44-45

100' VEPCO R/W
PLAT: INSTRUMENT
#190000513

N/F
ORANGE/MADISON CO-OPERATIVE
FARM SERVICE, INC.
DB-331-448
PLAT: DB-125-461
T.M.# 44-46

LINE TABLE
(ALONG CENTERLINE 15' ORANGE COUNTY
BROADBAND AUTHORITY D/B/A
FIBERLYNC NON-EXCLUSIVE EASEMENT)

LINE	BEARING	DISTANCE
L1	S69°51'21"E	67.51' (TIE)
L2	S40°09'53"W	505.77'
L3	S40°15'36"W	1348.49'
L4	S35°41'00"W	289.84'
L5	N50°51'54"W	37.64' (TIE)

