

**RESOLUTION FOR A PUBLIC UTILITY EASEMENT TO
TOWN OF BLACKSBURG
TO RELOCATE AND CONSTRUCT UPGRADED SANITARY SEWER MAIN
ON VIRGINIA TECH'S MAIN CAMPUS**

The Town of Blacksburg has requested Virginia Polytechnic Institute and State University ("Virginia Tech") grant an easement to the Town of Blacksburg for the installation and upgrade of a sanitary sewer line in the area of Squires Student Center located in the Town of Blacksburg, Montgomery County, Virginia, in support of Virginia Tech's sanitary sewer capacity.

**RESOLUTION FOR A PUBLIC UTILITY EASEMENT TO
TOWN OF BLACKSBURG
TO RELOCATE AND CONSTRUCT UPGRADED SANITARY SEWER MAIN
ON VIRGINIA TECH'S MAIN CAMPUS**

WHEREAS, The Town of Blacksburg has identified a need to relocate and construct a sanitary sewer main to upgrade the existing sewer shed in support of increasing the Town's and Virginia Tech's sewer capacity including the Main Campus area of the Squires Student Center; and,

WHEREAS, the Town of Blacksburg has requested Virginia Tech grant a public utility easement on Virginia Tech land near the area of the Squires Student Center which easement area would contain approximately 11,307 square feet as more particularly shown and described on the attached drawing entitled "Public Utility Easement Over the Property of Virginia Polytechnic Institute" for the Town of Blacksburg dated April 13, 2022 and made by Draper Aden Associates; and,

WHEREAS, the installation by the Town of Blacksburg and subsequent Virginia Tech use of the sanitary sewer line will support the increasing sewer needs of Virginia Tech; and,

WHEREAS, Virginia Tech desires to grant the approximately 11,307 square feet access easement in support of increased sewer capacity for Virginia Tech;

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 to the Town of Blacksburg 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 easement to the Town of Blacksburg for the purposes stated and described herein be approved.

June 7, 2022

Part of Tax Map No.: 256-A-97 & 256-A-1
Part of Tax Parcel No.: 070814 & 070905
Part of Tract No. 208-00001-00166 & 208-00001-00004

PREPARED BY: Virginia Polytechnic Institute and State University
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 and fees
under Sections 58.1-811(A)(3),
58.1-811(C)(3), 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 _____ day of _____, 2022, by and between **VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY**, an institution of higher education and 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 23.1-1002 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, Five-hundred and sixty three feet (563') in length, Twenty feet (20') in width, ten feet (10') on each side of the centerline, to lay, erect, construct, operate, maintain and repair an underground sewer line and all related equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of providing public sanitary sewer service, under, upon and across the lands of the Grantor situated in the Prices Fork District, County of Montgomery, Virginia, said right-of-way being shown on a drawing entitled "Public Utility Easement Over the Property of Virginia Polytechnic Institute" as prepared by Draper Aden Associates dated April 13, 2022, which is attached to and made a part of this Deed of Easement as Exhibit A; being part of that same real estate acquired by Grantor by deed dated October 1, 1965, recorded in the Clerk's Office, Circuit Court of Montgomery County, Virginia, in Deed Book 263 Page 107 and also being part of that same real estate acquired by Grantor by deed dated August 8, 1874, recorded in the Clerk's Office, Circuit Court of Montgomery County, Virginia, in Deed Book T Page 416.

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.

Grantee shall take all safety precautions necessary to protect the public during construction of the facilities. Site security shall include fencing and trench covers as set forth in Virginia Tech's "Contractor Safety Program". Grantee's signage in the construction area shall clearly communicate that no one may access the construction site unless authorized to do so. Grantee and its contractors and subcontractors shall comply with the guidelines as set forth in Virginia Tech's "Contractor Safety Program" whenever performing work.

- C. Grantee shall contact the Virginia Tech University Arborist to discuss any trees, shrubbery or other natural obstructions that interfere with or threaten the efficient and safe operation, construction or maintenance of said facilities prior to removal, trimming, or cutting the trees, shrubbery or natural obstructions. The Grantor retains all rights and decision-making authority regarding whether to trim, cut and remove trees, shrubbery or other natural obstructions that Grantee feels may need to be trimmed, cut, or removed to install said Grantee facilities. All trees cut 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 by Grantee. Grantor acknowledges that the three trees as indicated on Exhibit B will be affected by the installation of the Sanitary Sewer Line and will have to be removed. Grantee agrees to be responsible for the cost of the removal of said trees and also agrees to be financially responsible for planting three replacement trees, as approved by the Grantor, in another location on campus that Grantor chooses.

Grantee will install protection fences for the critical root zones of the four trees indicated on Exhibit B that have roots within the Easement. Grantee will contact the University Arborist prior to beginning work in these areas in order to locate and identify the specific trees that need protection fences. Grantee

further agrees to provide root invigoration for the trees that the University Arborist selects.

- 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 immediately 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. Grantor retains the right for the existing sidewalks within or near the Easement area to remain. Grantor retains the right to install seat walls in the easement area in the future. If Grantee injures or damages the sidewalks or seat walls during construction or during any subsequent maintenance on the sewer line, Grantee agrees to return the property to its pre-construction condition.

Grantor and Grantee acknowledge that Grantor will be unable to use some parking spaces in the Squires Lot during the construction of the facilities. Grantee agrees to pay the Grantor for each parking spot that is unusable by the Grantor for the entirety of the period in which they cannot be used. The current rate for each parking space is \$33.00 per month, per parking space. The parties agree that this rate will be adjusted when the rates change to \$35.00 per month, per parking space on July 1, 2022. Grantee agrees to pay the new parking space rate once it is instituted. These rates are subject to change annually. The Grantee shall notify the Director of Parking and Transportation at (540) 231-3200 two weeks prior to the parking lot being affected so that notice to the university community can occur.

- E. Grantor, its successors and assigns, 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 indemnify, defend and hold Grantor, its employees and agents, harmless from and against any claims of injury to any persons or property and from and against any other liability of any nature whatsoever to the extent permitted by law, and without waiving its sovereign immunity resulting from the installation, operation, maintenance, replacement, repair, removal or use of any of Grantee's facilities or the connection to other utility facilities on or adjacent to said easement, or in any way arising out of Grantee's exercise of any rights herein granted.

- G. If Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year, 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, and 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 for the purpose of providing public sanitary sewer service. 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.

WITNESS the following signatures and seals.

Grantor:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY

By _____

Christopher H. Kiwus, PE, PhD

Interim Senior Vice President and 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, on behalf of the institution.

Notary Public

My commission expires: _____

Office of the Attorney General
Approved as to form and legal sufficiency:

Special Assistant Attorney General

Grantee's Acceptance:

TOWN OF BLACKSBURG

By _____

Marc Verniel
Town Manager

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

NOTES:

1.) SOURCE OF MERIDIAN FOR BEARINGS IS BASED UPON:
VIRGINIA STATE PLANE, SOUTH ZONE, (NAD 83).

2.) NO TITLE REPORT FURNISHED.

3) THIS COMPILED PLAT WAS PREPARED FOR THE SOLE
PURPOSE OF SHOWING AN EASEMENT. NO BOUNDARY
SURVEY WAS PERFORMED AT THIS TIME AND THE BEARINGS
AND DISTANCES SHOWN HEREON, MAY OR MAY NOT
CONFORM TO PREVIOUS DEEDS AND OR PLATS OF RECORD.

VIRGINIA STATE PLANE, SOUTH ZONE

VPI, BUILDINGS AND LAND
TM 256-A-1
INSTR. No. 2010003159

217 PROPERTIES, LLC
TM 256-A-96
INSTR. No. 2003005313

DRAPER ROAD

COLLEGE AVE.

TOWN OF BLACKSBURG
TM 256-A-117
D.B. 411, PG. 620

PLAT ACCEPTED

Randy Jarman 4/13/22
TOWN ENGINEER DATE

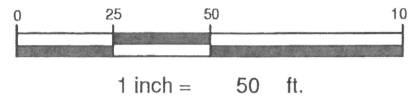
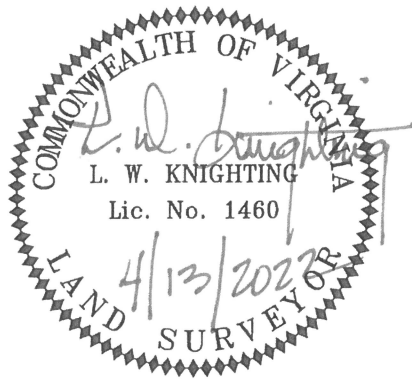
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N46°17'11"E	3.99'
L2	N50°15'08"E	16.39'
L3	S19°38'16"E	24.45'
L4	N51°56'35"E	8.59'
L5	S36°53'53"E	20.00'
L6	N35°26'17"W	20.02'
L7	N19°38'16"W	29.39'
L8	N50°15'08"E	18.47'

VIRGINIA POLYTECHNIC INSTITUTE
TM 256-A-97
D.B. 263, PG. 107

20' PUBLIC UTILITY
EASEMENT TO BE
DEDICATED
10034 SQ. FT.

VIRGINIA POLYTECHNIC INSTITUTE
TM 256-A-97
D.B. 263, PG. 107

OTEY STREET



Draper Aden Associates
Engineering • Surveying • Environmental Services

2206 South Main Street
Blacksburg, VA 24060
540-552-0444 Fax: 540-552-0291

Richmond, VA
Charlottesville, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

DESIGNED: N/A
DRAWN: JFF
CHECKED: LWK
DATE: 04/13/22

**PUBLIC UTILITY EASEMENT
OVER THE PROPERTY OF
VIRGINIA POLYTECHNIC INSTITUTE**

PRICES FORK DISTRICT, TOWN OF BLACKSBURG, MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 50'

PROJECT: 2109471

**FIGURE
17**

NOTES:

1.) SOURCE OF MERIDIAN FOR BEARINGS IS BASED UPON:
VIRGINIA STATE PLANE, SOUTH ZONE, (NAD 83).

2.) NO TITLE REPORT FURNISHED.

3) THIS COMPILED PLAT WAS PREPARED FOR THE SOLE
PURPOSE OF SHOWING AN EASEMENT. NO BOUNDARY
SURVEY WAS PERFORMED AT THIS TIME AND THE BEARINGS
AND DISTANCES SHOWN HEREON, MAY OR MAY NOT
CONFORM TO PREVIOUS DEEDS AND OR PLATS OF RECORD.



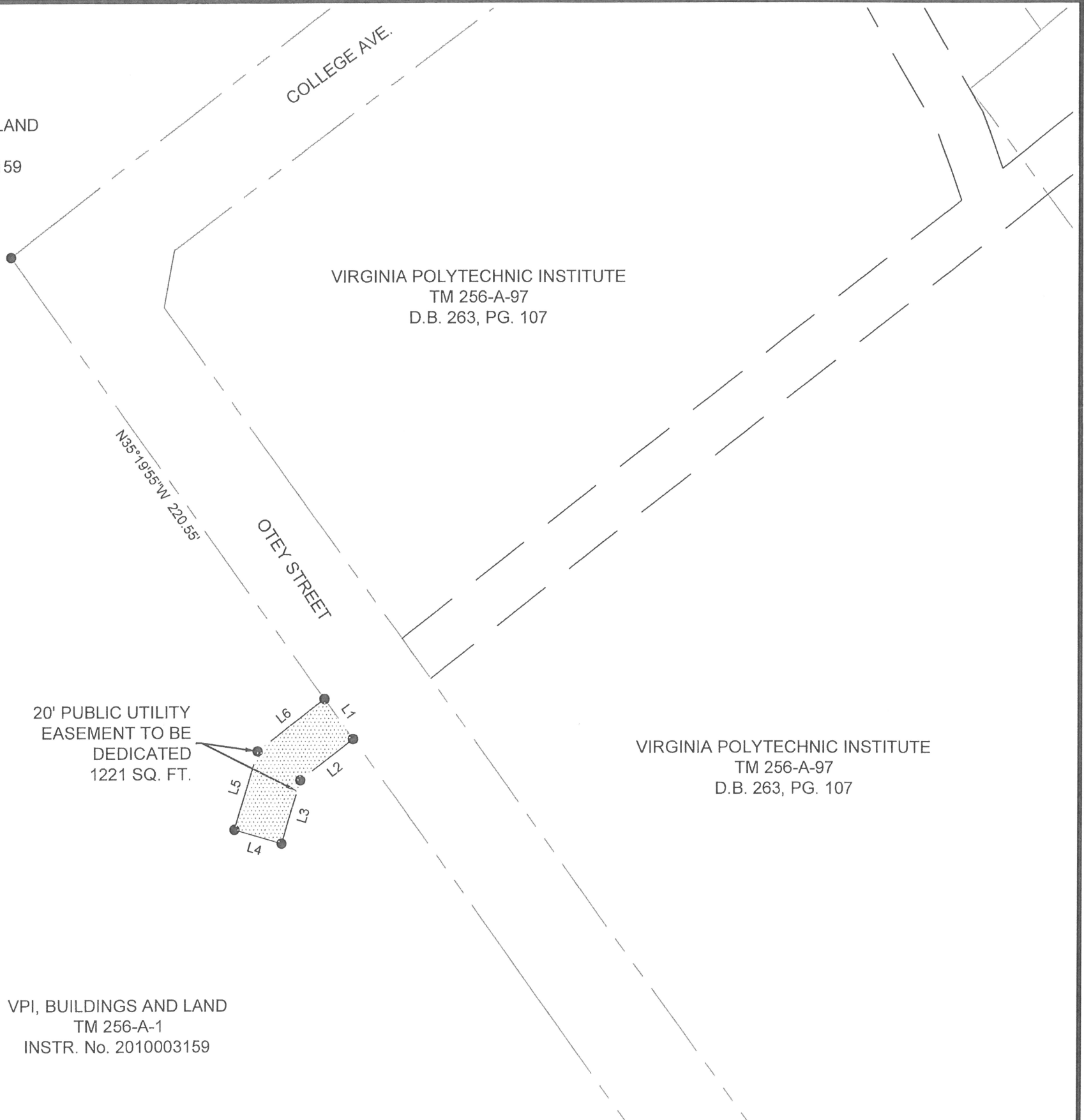
VPI, BUILDINGS AND LAND
TM 256-A-1
INSTR. No. 2010003159

VIRGINIA POLYTECHNIC INSTITUTE
TM 256-A-97
D.B. 263, PG. 107

PLAT ACCEPTED

Randy Jarman 4/13/22
TOWN ENGINEER DATE

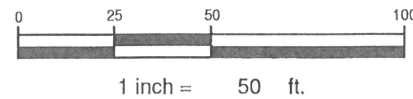
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S35°19'55"E	20.02'
L2	S51°56'35"W	27.21'
L3	S16°35'01"W	26.97'
L4	N73°24'59"W	20.00'
L5	N16°35'01"E	33.34'
L6	N51°56'35"E	34.53'



20' PUBLIC UTILITY
EASEMENT TO BE
DEDICATED
1221 SQ. FT.

VIRGINIA POLYTECHNIC INSTITUTE
TM 256-A-97
D.B. 263, PG. 107

VPI, BUILDINGS AND LAND
TM 256-A-1
INSTR. No. 2010003159



Draper Aden Associates
Engineering • Surveying • Environmental Services

2206 South Main Street Blacksburg, VA 24060
540-552-0444 Fax: 540-552-0291

Richmond, VA
Charlottesville, VA
Hampton Roads, VA

Raleigh, NC
Fayetteville, NC
Northern Virginia
Virginia Beach, VA

DESIGNED: N/A
DRAWN: JFF
CHECKED: LWK
DATE: 04/13/22

**PUBLIC UTILITY EASEMENT
OVER THE PROPERTY OF
VPI, BUILDINGS AND LAND**

PRICES FORK DISTRICT, TOWN OF BLACKSBURG, MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 50'

PROJECT: 2109471

**FIGURE
18**

Exhibit B

ACCESS SITE THROUGH PARKING LOT ENTRANCE. ALL SEWER TRENCH EXCAVATION (THIS SHEET) SHALL BE FROM PAVED SURFACE.

VIRGINIA POLYTECHNIC INSTITUTE
TM 256-A-97
D.B. 263, PG. 107

REPLACE MH C-07-061
W/ NEW DROP MH
STA: 14+25.0
TOP: 2052.8
18" INV. IN: 2044.5 (065,NW)
6" INV. IN: 2050.1 (,N)
8" INV. IN: 2047.1 (,NE)
18" INV. OUT: 2044.4 (060,S)

Attachment R
STA 15+50

VPI, BUILDINGS AND LAND
TM 256-A-1
INSTR. No. 2010003159
36" X 80" INV. IN 2044.87 NE
36" X 80" INV. OUT 2044.85 SW

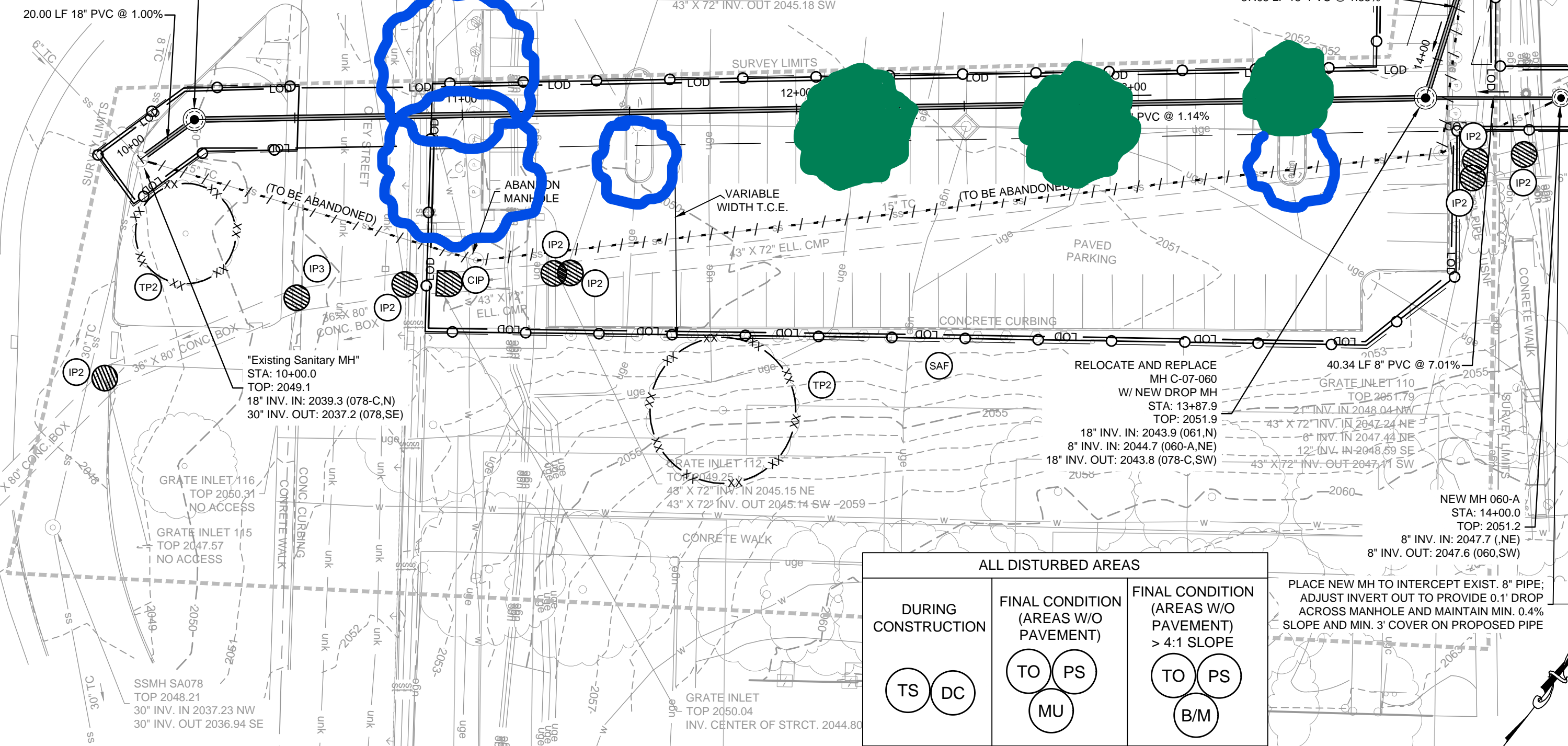
NEW MH 078-C
STA: 10+20.0
TOP: 2050.0
18" INV. IN: 2039.6 (060,NE)
18" INV. OUT: 2039.5 (058,S)

SSMH C-07-059
TOP 2049.81
15" INV. IN 2045.16 NE
15" INV. OUT 2044.97 SW

GRATE INLET 111
TOP 2049.28
43" X 72" INV. IN 2045.19 NE
43" X 72" INV. OUT 2045.18 SW

20.00 LF 18" PVC @ 1.00%

37.05 LF 18" PVC @ 1.35%



ALL DISTURBED AREAS		
DURING CONSTRUCTION	FINAL CONDITION (AREAS W/O PAVEMENT)	FINAL CONDITION (AREAS W/O PAVEMENT) > 4:1 SLOPE
<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">TS</div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">DC</div> </div>	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">TO</div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">PS</div> </div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">MU</div> </div>	<div style="display: flex; flex-direction: column; align-items: center;"> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">TO</div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">PS</div> </div> <div style="border: 1px solid black; border-radius: 50%; width: 30px; height: 30px; text-align: center; line-height: 30px;">B/M</div> </div>

PLACE NEW MH TO INTERCEPT EXIST. 8" PIPE; ADJUST INVERT OUT TO PROVIDE 0.1' DROP ACROSS MANHOLE AND MAINTAIN MIN. 0.4% SLOPE AND MIN. 3' COVER ON PROPOSED PIPE

*Green Trees will be removed
*Blue Trees- protection fences installed for root zones and root invigoration