

**RESOLUTION TO APPROVE AN EASEMENT TO  
SUFFOLK CSG, LLC  
IN SUPPORT OF DEVELOPING A COMMUNITY SOLAR PROJECT ON PROPERTY  
ADJACENT TO THE TIDEWATER AGRICULTURAL RESEARCH AND EXTENSION  
CENTER**

Suffolk CSG, LLC has requested Virginia Polytechnic Institute and State University grant a public access easement to Suffolk CSG, LLC for the installation of a solar project in the area of the Tidewater Agricultural Research and Extension Center located in the City of Suffolk, Virginia. This would support a sustainability development in the surrounding community.

**Attachments:**

*Attachment A – Deed of Easement*

*Exhibit A – Property Map*

*Exhibit B – Memorandum of Lease (Glover and Suffolk CSG, LLC)*

*Exhibit C – Easement Access Area Drawing*

**RESOLUTION TO APPROVE AN EASEMENT TO  
SUFFOLK CSG LLC  
IN SUPPORT OF DEVELOPING A COMMUNITY SOLAR PROJECT ON PROPERTY  
ADJACENT TO THE TIDEWATER AGRICULTURAL RESEARCH AND EXTENSION  
CENTER**

**WHEREAS**, Suffolk CSG LLC and the City of Suffolk have identified a need for a community solar project to increase the availability of renewable solar energy; and

**WHEREAS**, Suffolk CSG LLC has requested Virginia Polytechnic Institute and State University (“Virginia Tech”) grant an easement on Virginia Tech land near the area of the Tidewater Agricultural Research and Extension Center which easement area would contain approximately 10,650 square feet as more particularly shown and described on the attached drawing entitled “Exhibit C”; and

**WHEREAS**, Virginia Tech desires to grant the approximately 10,650 square feet access easement in support of the City of Suffolk’s project to increase the availability of renewable solar energy;

**NOW, THEREFORE BE IT RESOLVED**, that the Senior Vice President and Chief Business Officer, his successors and/or assigns, be authorized to execute a Deed of Easement to Suffolk CSG LLC 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 Senior Vice President and Chief Business Officer to execute an easement to Suffolk CSG LLC for the purposes stated and described herein be approved.

November 8, 2021

Account No. 153640900

Tax Map No. 40-41B

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

RETURN TO: Dimension VA 1 LLC  
Attn: Dimension Renewable Energy  
3280 Peachtree Road, 7<sup>th</sup> Floor  
Atlanta, GA 30305  
Attn: Real Estate

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 \_\_\_\_\_, 20\_\_, 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 SUFFOLK CSG LLC, a Virginia limited liability company, hereinafter called Grantee.

#### WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in the City of Suffolk, Commonwealth of Virginia described in Exhibit A to this Easement (the "Grantor Property"); and

WHEREAS, Grantee currently has the right to lease certain real property located in the City of Suffolk, Commonwealth of Virginia as described in Exhibit B to this Easement (the "Grantee Property") pursuant to that certain Deed of Ground Lease dated as of July 28, 2020 (the "Lease") by and between Grantee, as successor-in-interest to Dimension VA 1 LLC, as tenant, and Morris H. Glover and Frances A. Glover, as evidenced by that certain Memorandum of Ground Lease dated September 3, 2021, recorded on September 27, 2021 in the property Records of Suffolk City, Virginia as Instrument No. 210017600.

WHEREAS, Grantee is developing a solar project on the Grantee Property (the "Project"), and in connection with developing such Project, Grantee will require, and Grantor has agreed to grant to Grantee, an access in, over and through the Access Area (defined below). The "Access Area" is a portion of the Grantor Property as more particularly described in Exhibit C, attached hereto and incorporated herein.

NOW, THEREFORE, 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 right, privilege, and easement of right-of-way, three hundred fifty-five feet (355') in length, thirty feet (30') in width, fifteen

feet (15') on each side of the centerline, for the purpose of ingress and egress over, through and across the Access Area for the purpose of providing vehicular and pedestrian access, ingress and egress to and from the adjoining public right of way, namely Holland Road (State Route 58), to and from the Grantee Property by Grantee and the Grantee Users. For purposes of this Easement, "Grantee Users" shall mean Grantee and its agents, employees, invitees, licensees, service providers, contractors, subcontractors, agents, affiliates, lenders and any other party permitted to have access to the Grantee Property pursuant to the Lease. The Access Area may be used by the Grantee and the Grantee Users no charge, over and upon the lands of the Grantor situated in the Holly Neck, Borough of the City of Suffolk, Virginia, said right-of-way being shown on a plat entitled "Boundary Survey Showing Property for Southern Sales, Inc./Michael Davis Located on Highway 58 Holy Neck Borough Suffolk, Virginia Scale 1" = 100' January 31, 2008, said plat recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia as Instrument Number 20080415000053950." The Grantees use of the Access Area shall coincide with the term of the Lease. Grantee shall cease use of the Access Area if the Lease expires, is terminated, or otherwise is of no further effect, or if the Project facilities are removed from the Grantee Property.

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 roadway 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. Grantee will improve the road within the Access Area to Holland Road from existing mostly-grass road to at least a gravel road that is stable and able to support the construction traffic, which access is shown on Exhibit C. Grantee will be responsible for any and all costs associated with the road improvements. All work will be scheduled with Karl Jones ([kajones2@vt.edu](mailto:kajones2@vt.edu) or (757) 635-8422). The improvements will be completed in a good workmanlike manner and limited to the areas shown on Exhibit C.
- 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. Grantor will not (and will not grant any other party the right to) construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type in the Access Area. Grantee expressly acknowledges and agrees that Grantee's use of the Access Area shall not limit or interfere with Grantor's access to or use of Grantor's land. Grantee

shall not block the existing farm road or prohibit free and continuous access. Grantee shall not prohibit Grantor's access to or from the railroad crossing. Grantee shall relocate, at Grantee's sole cost and in compliance with any and all reviews, permits, and approvals that may be required by Grantor, Grantor's gate in the Access Area from its current location to the location designated in Exhibit C of this Easement. Grantee shall also install a new fence along the western edge of the access road from the location of the existing gate to the location of the relocated gate to maintain a secure perimeter for Grantor's research fields. The new fence shall be of the same kind and type of construction as the existing post-and-cable style at Grantor's entrance.

- 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.
- 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 (including, without limitation, the Project), 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 shall indemnify and hold harmless Grantor from and against any and all claims and/or actions asserted by or on behalf of any third-party person, firm, corporation or other entity for liability for damages arising out of bodily injury or death to persons or loss or damage to property suffered in connection with the use of the Access Area by Grantee or any Grantee Users, provided such bodily injury or death to persons or loss or damage to property is not caused by the negligent acts or willful misconduct of Grantor.
- G. The term of this Easement shall coincide with the term of the Lease as described in Exhibit B, and this Easement shall expire automatically (A) if the Lease expires, is terminated, or otherwise is of no further effect, provided, however, that the term of this Easement shall continue in full force and effect until the earlier to occur of either (i) Grantee's removal of the Project facilities from the Grantee Property, or (ii) one hundred eighty (180) days after the expiration or termination of the Lease, or (B) if Grantee at any time discontinues use of all or any portion of the easement herein conveyed for a period of one year after October 1, 2023, and 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 benefit of the lands of Grantor. 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 \_\_\_\_\_

Dwayne L. Pinkney  
Senior Vice President and Chief Business Officer

Grantee:

SUFFOLK CSG LLC, A VIRGINIA LIMITED LIABILITY  
COMPANY

By \_\_\_\_\_

Rafael Dobrzynski  
Authorized Person

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 \_\_\_\_\_, 2021, by Dwayne L. Pinkney, Senior Vice President and Chief Business Officer, Virginia Polytechnic Institute and State University, on behalf of the institution.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Commonwealth of Virginia,  
City/County of \_\_\_\_\_, to-wit:

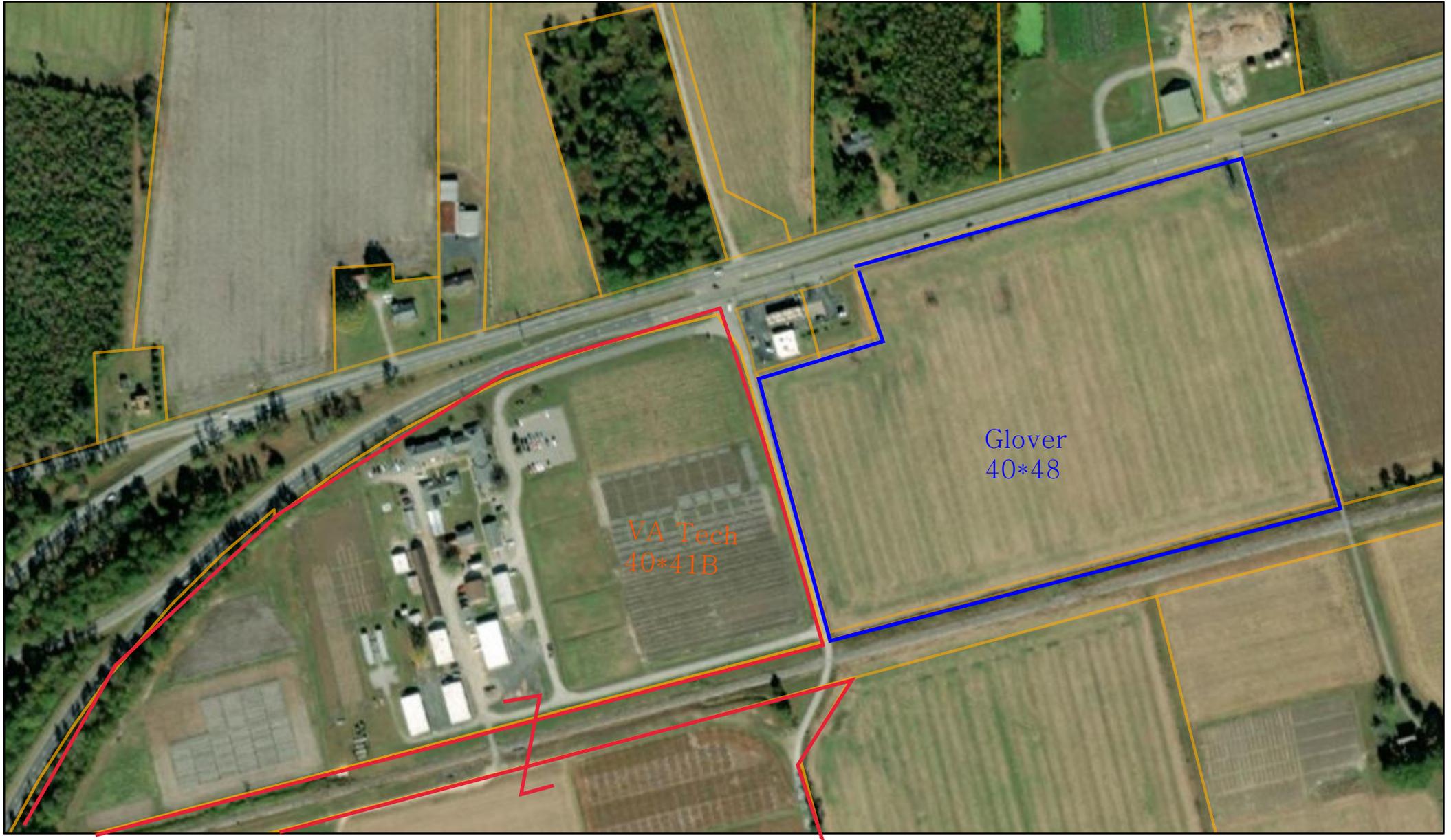
I, \_\_\_\_\_, a Notary Public in and for the jurisdiction aforesaid, certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Rafael Dobrzynski, Authorized Person, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

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

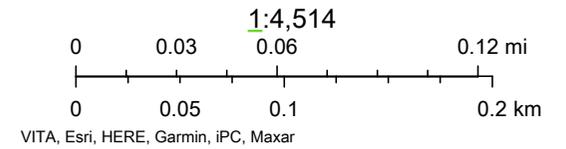
\_\_\_\_\_  
Special Assistant Attorney General



10/8/2021, 9:37:05 AM

Parcels

 Parcel



DOCUMENT PREPARED BY AND  
AFTER RECORDING, PLEASE RETURN TO:

c/o Dimension Renewable Energy  
3280 Peachtree Road, 7th Floor  
Atlanta, GA 30305  
Attn: Real Estate

AFTER RECORDING, RETURN TO:  
FIDELITY NATIONAL TITLE  
1901 Pennsylvania Ave., NW, #201  
Washington DC 20006

Tax ID 152497000

**MEMORANDUM OF LEASE**

This MEMORANDUM OF LEASE is made and entered into as of ~~August~~ <sup>September 3</sup>, 2021, by and by and between MORRIS H. GLOVER and FRANCES A. GLOVER, each an individual (jointly, severally and collectively, "Landlord" and "Grantor" for indexing purposes), and SUFFOLK CSG LLC, a Virginia limited liability company ("Tenant" and "Grantee" for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Deed of Ground Lease (the "Lease") dated as of July 28, 2020 (the "Effective Date") by and between Landlord and Tenant (as successor in interest to Dimension VA 1 LLC, a Delaware limited liability company), Tenant leases from Landlord the land identified as Tax ID No. 152497000 and more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Property").

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Property Records of the City of Suffolk, Virginia that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease of Property. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Property.

2. Term. The term of the Lease shall consist of a Development Term and an Operating Term. The Development Term commenced on the Effective Date, and shall, subject to Tenant's right to extend the Development Term, expire on the earlier to occur of either (a) the first day of the Operating Term, or (b) the third (3<sup>rd</sup>) anniversary of the Effective Date. In the event that Tenant does not elect to terminate the Lease during the Development Term, the Operating Term shall be for a period of twenty-five (25) years. The Lease contains Tenant's option to extend the Operating Term by two (2) periods of five (5) years each.

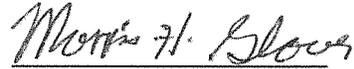
3. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

4. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of the City of Suffolk, Virginia, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

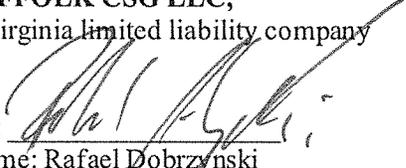
LANDLORD:

  
MORRIS H. GLOVER

  
FRANCES A. GLOVER

TENANT:

**SUFFOLK CSG LLC,**  
a Virginia limited liability company

By:   
Name: Rafael Dobrzynski  
Its: Authorized Person

COMMONWEALTH OF Virginia }  
CITY OF Franklin } ss.

On the 3<sup>rd</sup> day of September in the year 2021, before me, the undersigned, personally appeared Morris H. Glover and Frances A. Glover, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

MELISSA N. JACKSON  
Notary Public  
Commonwealth of Virginia  
My Commission Expires March 31, 2025  
Registration # 189781

Melissa N. Jackson  
Notary Public



EXHIBIT ALEGAL DESCRIPTION OF THE PROPERTY

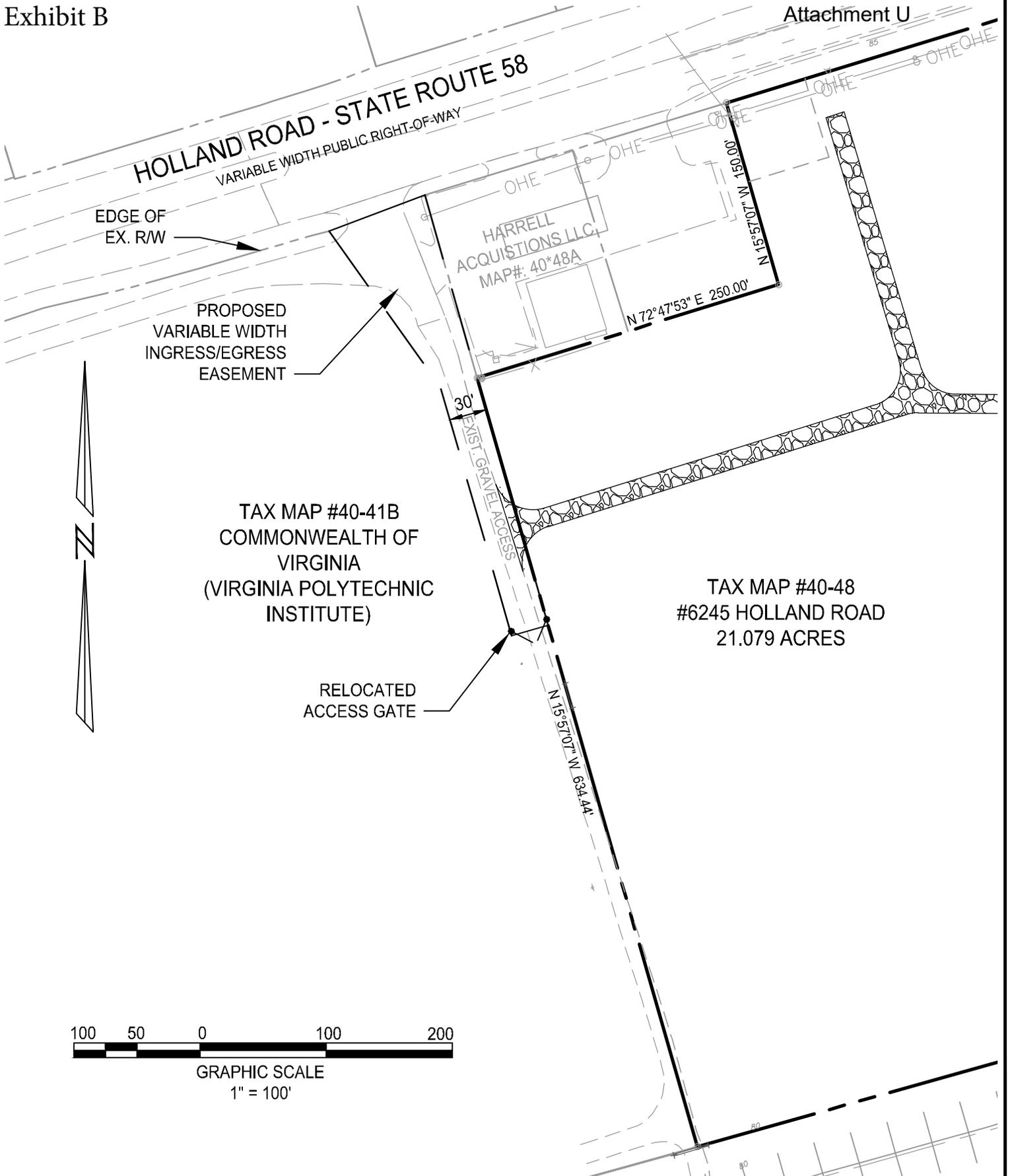
THE LAND DESCRIBED HEREIN IS SITUATED IN THE COMMONWEALTH OF VIRGINIA, CITY OF SUFFOLK, AND IS DESCRIBED AS FOLLOWS:

All that certain Tract, Piece or Parcel of Land lying and situate and being the Holy Neck Borough in the City of Suffolk, Virginia, designated as "T.P. 40-48 area = 21.079 AC" on that certain survey made by J.D. Vann, Land Surveyor entitled "Boundary Survey Showing Property for Southern Sales, Inc./ Michael Davis Located on Highway 58 Holy Neck Borough Suffolk, Virginia Scale 1" = 100' January 31, 2008, said plat recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia as Instrument Number 20080415000053950. Referenced to said Plat is hereby made for a more particular description of the property conveyed.

Being Tax ID No.: 152497000

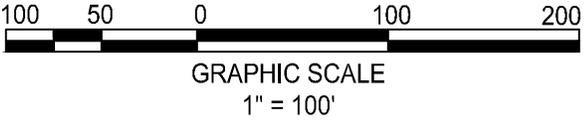
INSTRUMENT # 210017600  
E-RECORDED IN THE CLERK'S OFFICE OF  
SUFFOLK ON  
SEPTEMBER 27, 2021 AT 01:42PM

W. RANDOLPH CARTER, JR, CLERK  
RECORDED BY: HRB



TAX MAP #40-41B  
COMMONWEALTH OF VIRGINIA  
(VIRGINIA POLYTECHNIC INSTITUTE)

TAX MAP #40-48  
#6245 HOLLAND ROAD  
21.079 ACRES




**christopher consultants**  
11551 nuckols road p 804.800.6923  
suite Z-1  
glen allen, va 23059  
engineering • surveying • land planning

**SUFFOLK CSG LLC**  
**PRELIMINARY INGRESS/EGRESS**  
EASEMENT EXHIBIT  
CITY OF SUFFOLK, VIRGINIA

DESIGN: --
DRAWN: SW
CHECKED: --
DATE: 09/29/2021

SCALE: 1" = 100'
SHEET: <b>1 OF 1</b>

# Easement in Support of Developing a Community Solar Project on Property Adjacent to the Tidewater AREC

**Robert R. Broyden**  
Associate Vice President for Campus Planning and Capital Financing

**Heidi E. Myers**  
Executive Director of Real Estate

November 8, 2021





Suffolk CSG LLC has requested the university grant a public access easement for the installation of a solar project in the area of the Tidewater Agricultural Research and Extension Center located in the City of Suffolk, Virginia. This would support a sustainability energy development in the surrounding community.



Exhibit "A"

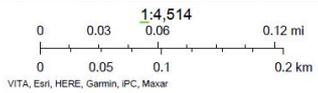
Suffolk VA Property Map



10/8/2021, 9:37:05 AM

Parcels

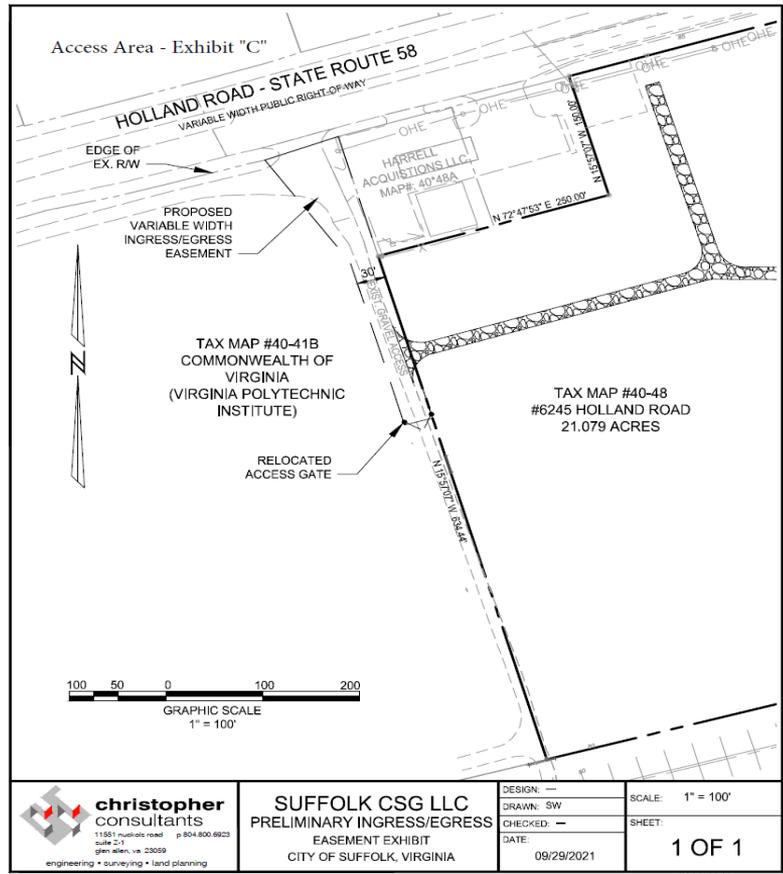
Parcel



Suffolk Public Parcel Viewer  
Suffolk GIS <http://www.suffolkva.us/gis/>

# ACCESS AREA

❖ Easement area would contain approximately 10,650 square feet



That the resolution authorizing the Senior Vice President and Chief Business Officer to execute an easement to Suffolk CSG LLC for the purposes stated and described be approved.