

**RESOLUTION FOR AN EASEMENT TO
ATMOS ENERGY CORPORATION
IN SUPPORT OF INCREASED GAS LINES AND GAS LINE CAPACITY
ON VIRGINIA TECH'S MAIN CAMPUS**

Atmos Energy Corporation has requested Virginia Polytechnic Institute and State University ("Virginia Tech") grant an easement to Atmos for the installation of a gas line in the area of Plantation Road located in the Town of Blacksburg, Montgomery County, Virginia, in support of Virginia Tech's access to natural gas service.

**RESOLUTION FOR AN EASEMENT TO
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WHEREAS, Atmos has identified an increased need for natural gas in support of Virginia Tech's initiatives, programs and departments, including the Main Campus area of Plantation Road; and

WHEREAS, the installation by Atmos and subsequent Virginia Tech use of the gas line will alleviate the increasing natural gas needs of Virginia Tech; and

WHEREAS, Atmos has requested Virginia Tech grant an easement on Virginia Tech land near the area of Plantation Road which easement area would contain approximately 87,375 square feet as more particularly shown and described on the attached drawing entitled Plat of Easement for Atmos Energy Corporation dated September 3, 2021 and made by Hurt & Proffitt; and

WHEREAS, Virginia Tech desires to grant the approximately 87,375 square feet access easement in support of increased access to natural gas resources for Virginia Tech; and

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 Atmos 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 Atmos for the purposes stated and described herein be approved.

April 4, 2022

Tax Parcel No. 070905
Tract No. 208-00001-00310

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

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 ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, 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 thousand, eight hundred twenty-five feet (5,825') in length, fifteen feet (15') in width, seven and a half feet (7.5') on each side of the centerline, to lay, erect, construct, operate, maintain and repair a pipeline or pipelines, constructed of a combination of 8" Steel and 8" HDPE pipe, and the appurtenances thereto and all equipment, accessories and appurtenances necessary in connection therewith, hereinafter called facilities, for the purpose of the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary or convenient in the operation of said lines, over, across, under and upon, the lands of the Grantor situated in the Prices Fork Magisterial District, County of Montgomery, Virginia, said right-of-way being shown on the Plat of Easement for Atmos Energy Corporation, prepared by Hurt & Proffitt, dated September 3, 2021, 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 April 26, 2010, recorded in the Clerk's Office, Circuit Court of Montgomery County, Virginia, in Deed Book 2010 Page 003159.

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. Grantee will be responsible for any and all costs associated with the improvements. All work will be scheduled with the Facilities Operation Control Center at (540) 231-4300. The improvements will be completed in a good workmanlike manner and limited to the areas shown on Exhibit A.

- 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 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. 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. All work shall be constructed under ATMOS' Department of Environmental Quality approved annual standards and specifications for erosion and sediment control and stormwater management.
- 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, 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 full extent authorized by Virginia law 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. Grantee shall complete the work, activities, and requirements set forth in this agreement in accordance with the attached timeline, Exhibit B. Once the project is completed, 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 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.
- J. Grantor's buildings that currently have connections to the gas lines along the easement shall remain connected and active. At no time shall these gas lines be disconnected or made inactive. Grantee shall add gas line connections to Grantor's properties along Plantation Road, Blacksburg, Virginia, in the future at Grantor's request at no cost to Grantor. Grantee will be responsible for any and all costs associated with adding this gas line connection.
- K. Grantee shall communicate with the Grantor to ensure that all of the

easement areas that have animals are secure and that, if needed, temporary fencing is built to keep the animals out of the construction area.

- L. Access to the Smithfield Horse Center shall remain open with the ability for ingress and egress at all times during construction.

WITNESS the following signatures and seals.

Grantor:

VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY

By _____

Christopher H. Kiwus
Interim Senior Vice President and Chief Business Officer

Grantee:

ATMOS ENERGY CORPORATION

By _____

Ryan Austin
Vice President of Technical Services

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, Interim Senior Vice President and Chief Business Officer, 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 _____, 2022, by Ryan Austin, Vice President of Technical Services, on behalf of the corporation.

Notary Public

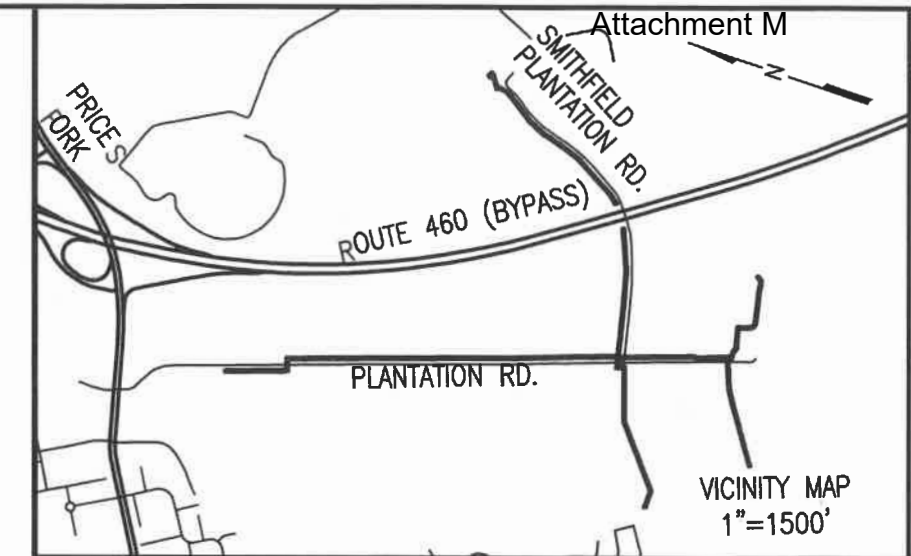
My commission expires: _____

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

Special Assistant Attorney General

N/F
VIRGINIA TECH FOUNDATION INC.
C/O GERALDINE B. SCOTT EA
TAX MAP # 254-5 8A
D.B. 2002, PG. 010310

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159



30' TEMPORARY ACCESS EASEMENT "TAE"
HEREBY DEDICATED
AREA=0.332 ACRES
(14,466 SQ.FT.)
(DOTTED HATCH)

15' AND VARIABLE PUE
HEREBY DEDICATED
AREA=2.739 ACRES
(119,299 SQ.FT.)
(WITHIN HEAVY DASHED LINES)

15' TEMPORARY CONSTRUCTION
EASEMENT "TCE"
AREA=0.884 ACRES
(38,518 SQ.FT.)
(HEREBY DEDICATED)

S 63°32'58" W
15.24' (TIE-LINE)
N 63°32'58" E
15.12'

15' TEMPORARY CONSTRUCTION
EASEMENT "TCE"
AREA=0.170 ACRES
(7,395 SQ.FT.)
(HEREBY DEDICATED)

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159

30' TEMPORARY ACCESS EASEMENT "TAE"
HEREBY DEDICATED
AREA=1.748 ACRES
(76,155 SQ.FT.)
(DOTTED HATCH)

NOTES:

1. THIS PLAT 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. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY.
3. REFERENCES: TM 256-A 1, D.B. 2010, PG. 003159
4. PROPERTY ADDRESS: TM 256-A 1; 615 SOUTHGATE DRIVE, BLACKSBURG
5. OWNER ADDRESS:
6. 15' PERMANENT UTILITY EASEMENT IS CENTERED ON GAS LINE WITH 10' ON EITHER SIDE AS SHOWN HEREON.
7. TEMPORARY ACCESS EASEMENT LOCATED BETWEEN NEAREST EDGE OF PAVEMENT AND NEAREST PERMANENT UTILITY EASEMENT LINE.



LEGEND

- PROPERTY CORNER
- EASEMENT POINT
- RIGHT OF WAY
- PROPERTY LINE
- NEW EASEMENT LINE
- TEMPORARY CONSTRUCTION EASEMENT

PLAT OF EASEMENT
FOR
ATMOS ENERGY CORPORATION
SHEET 1 OF 6
TOWN OF BLACKSBURG
PRICES FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA



HURT & PROFFITT

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BLACKSBURG, VA 24060
800.242.4906 TOLL FREE
540.552.5592 MAIN
540.552.5729 FAX

INDEX No. B-201028_r3

Scale
1"=100'

Date
03 SEPT 21

Drawing No.
20201028

VIRGINIA STATE PLANE
SOUTH ZONE

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159

15' AND VARIABLE PUE
HEREBY DEDICATED
AREA=2.739 ACRES
(119,299 SQ.FT.)
(WITHIN HEAVY DASHED LINES)

15' TEMPORARY CONSTRUCTION
EASEMENT "TCE"
AREA=0.884 ACRES
(38,518 SQ.FT.)
(HEREBY DEDICATED)

S 18°24'08" E
236.45'

S 19°23'09" E 260.55'

260.59' N 19°23'09" W

S 18°41'52" E 514.46'

514.53' N 18°41'52" W

S 19°52'26" E
134.19'

S 20°02'15" E
319.49'

N 18°24'08" W
236.50'

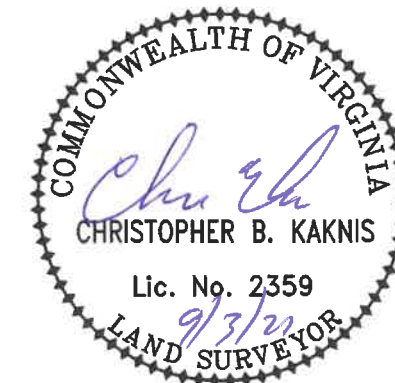
N 19°52'26" W
134.37'

N 20°02'15" W
319.43'

PLANTATION RD.

30' TEMPORARY ACCESS EASEMENT "TAE"
HEREBY DEDICATED
AREA=1.748 ACRES
(76,155 SQ.FT.)
(DOTTED HATCH)

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159



PLAT OF EASEMENT
FOR
ATMOS ENERGY CORPORATION
SHEET 2 OF 6
TOWN OF BLACKSBURG
PRICES FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA

MATCHLINE SHEET 1
MATCHLINE SHEET 2

MATCHLINE SHEET 2
MATCHLINE SHEET 3



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INDEX No. B-201028_r3

Scale
1"=100'

Date
03 SEPT 21

Drawing No.
20201028

MATCHLINE SHEET 2
MATCHLINE SHEET 3

Attachment M

VIRGINIA STATE PLANE
SOUTH ZONE

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159

30' TEMPORARY ACCESS EASEMENT "TAE"
HEREBY DEDICATED
AREA=1.748 ACRES
(76,155 SQ.FT.)
(DOTTED HATCH)

15' TEMPORARY CONSTRUCTION
EASEMENT "TCE"
AREA=0.884 ACRES
(38,518 SQ.FT.)
(HEREBY DEDICATED)

15' AND VARIABLE PUE HEREBY DEDICATED
AREA=2.739 ACRES
(119,299 SQ.FT.)
(WITHIN HEAVY DASHED LINES)

N/F
HETHWOOD FOUNDATION
TAX MAP # 284-A 5G
D.B. 822, PG. 480

N/F
FOXRIDGE X ASSOCIATES
TAX MAP # 284-A 10
D.B. 534, PG. 680

N 49°51'58" E 84.02'
S 88°09'29" E 136.81'
N 49°55'56" E 307.67'
S 49°55'56" W 313.42'
N 50°07'33" E 189.02'
S 50°07'33" W 186.25'
N 70°46'15" E 41.62'
S 71°34'49" W 200.56'
N 71°33'37" E 186.91'
S 71°33'37" W 186.81'
S 70°46'15" W 38.79'

N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159

15' PUE HEREBY DEDICATED
AREA=2.736 ACRES
(119,184 SQ.FT.)
(WITHIN HEAVY DASHED LINES)

N 27°59'13" W 17.29'

N 88°09'29" W 133.95'

S 27°59'13" E 156.30' (TIE-LINE)

N/F
VIRGINIA TECH
FOUNDATION INC.
TAX MAP # 284-A 5Q
D.B. 1203, PG. 519



PLAT OF EASEMENT
FOR
ATMOS ENERGY CORPORATION
SHEET 3 OF 6
TOWN OF BLACKSBURG
PRICES FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA

MATCHLINE SHEET 3
MATCHLINE SHEET 4

MATCHLINE SHEET 3
MATCHLINE SHEET 5



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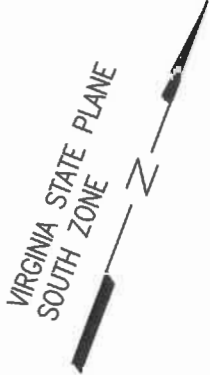
INDEX No. B-201028_r3

Scale	Date	Drawing No.
1"=100'	03 SEPT 21	20201028

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD DISTANCE	CHORD BEARING
C1	45.50'	67.36'	41.57'	084°49'34"	61.38'	S 59°30'36" E
C2	37.50'	52.71'	31.77'	080°32'14"	48.48'	N 42°22'06" E
C3	52.50'	73.80'	44.47'	080°32'14"	67.87'	S 42°22'06" W
C4	60.50'	89.57'	55.27'	084°49'34"	81.61'	N 59°30'36" W

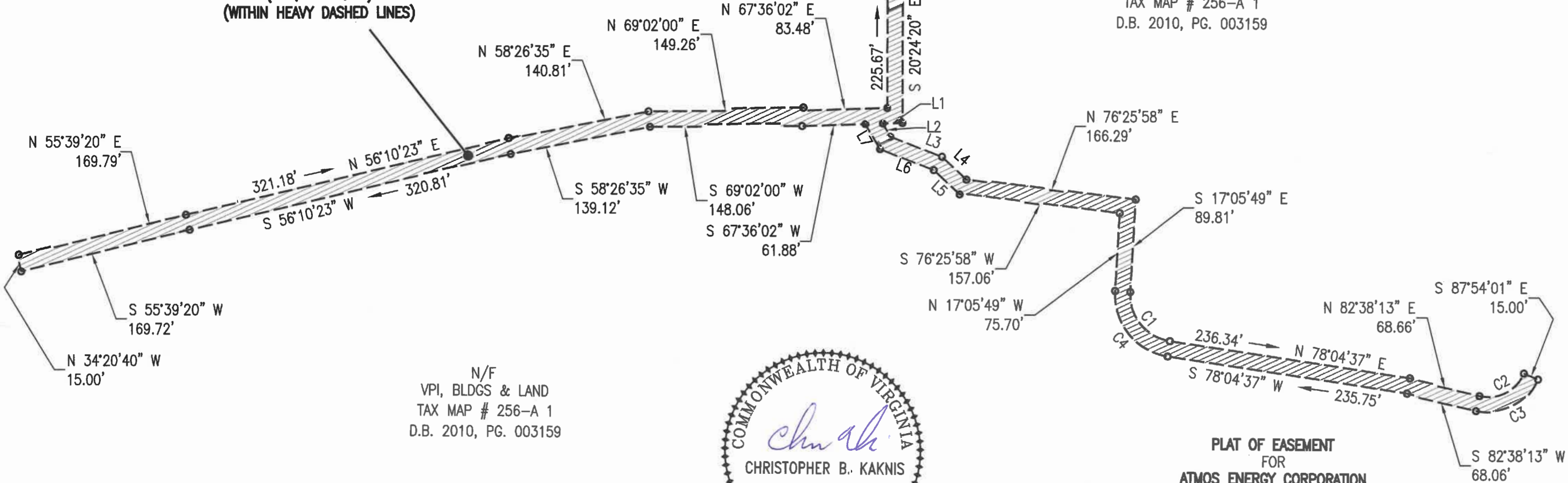
MATCHLINE SHEET 3
MATCHLINE SHEET 4

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	19.23	S 67°36'02" W
L2	14.76	S 50°46'09" E
L3	53.89	S 89°34'54" E
L4	32.57	S 67°35'30" E
L5	34.52	N 67°35'30" W
L6	56.26	N 89°34'54" W
L7	28.14	N 50°46'09" W



N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159

15' PUE HEREBY DEDICATED
AREA=2.736 ACRES
(119,184 SQ.FT.)
(WITHIN HEAVY DASHED LINES)



N/F
VPI, BLDGS & LAND
TAX MAP # 256-A 1
D.B. 2010, PG. 003159



PLAT OF EASEMENT
FOR
ATMOS ENERGY CORPORATION
SHEET 4 OF 6
TOWN OF BLACKSBURG
PRICES FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA



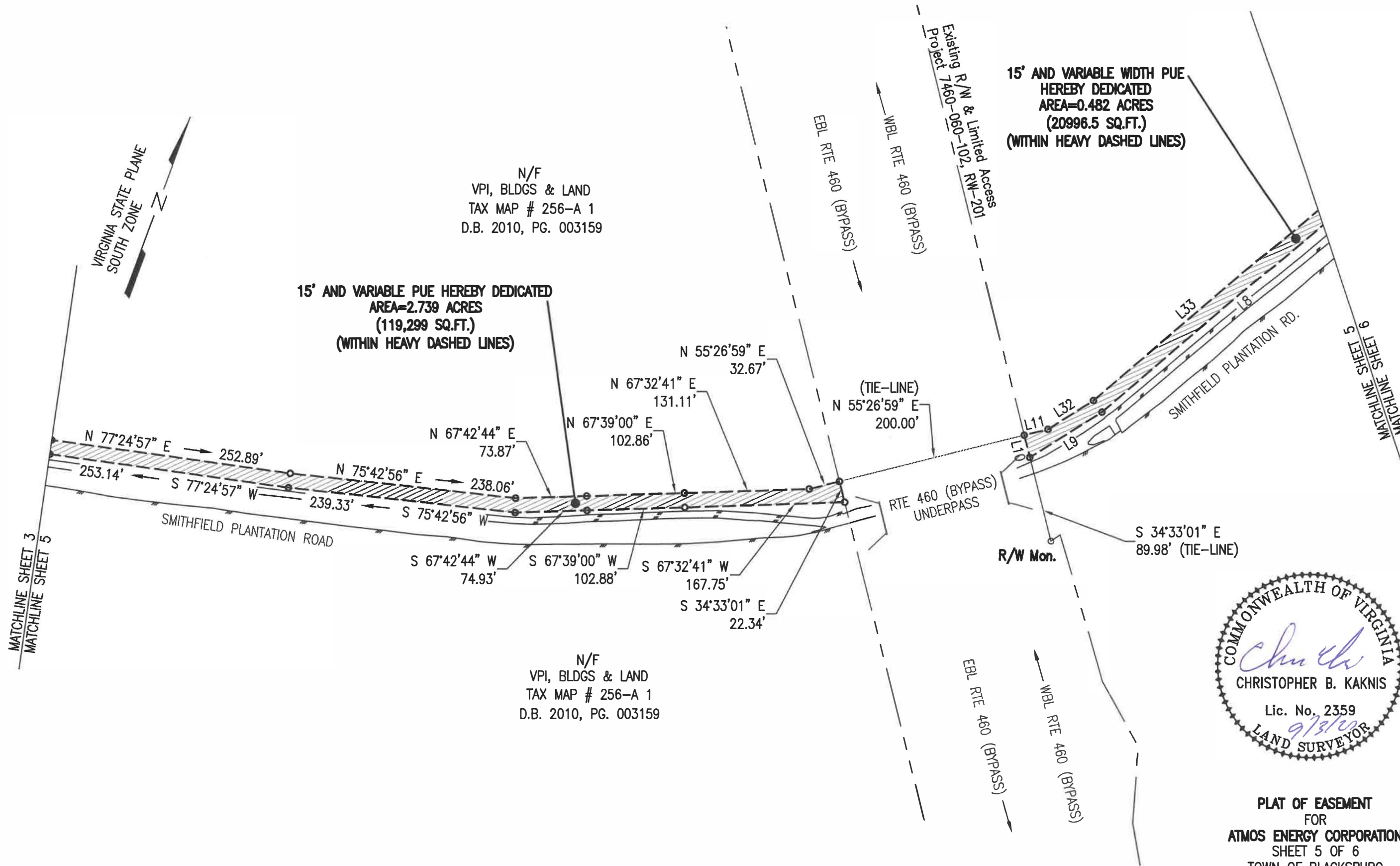
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Scale 1"=100'	Date 03 SEPT 21	Drawing No. 20201028
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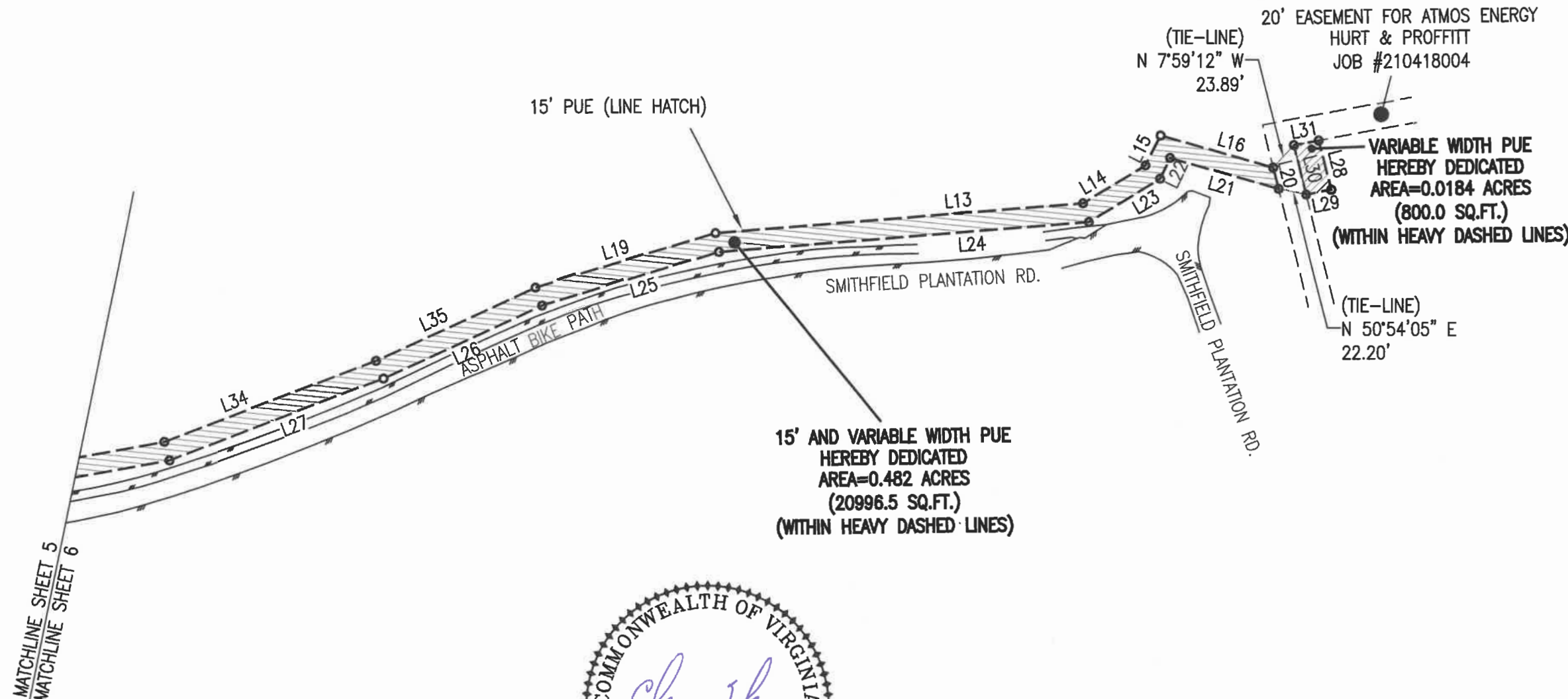
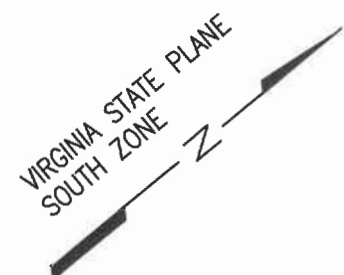
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INDEX No. B-201028_r3

Scale	Date	Drawing No.
1"=100'	03 SEPT 21	20201028



LINE TABLE		
LINE	LENGTH	DIRECTION
L8	377.76	S 29°09'31" W
L9	88.88	S 37°21'09" W
L10	23.82	N 34°33'01" W
L11	25.50	N 55°26'59" E
L13	290.85	N 34°42'30" E
L14	57.75	N 8°20'24" E
L15	26.34	N 23°27'59" W
L16	92.55	N 55°01'56" E
L19	148.41	N 22°35'31" E
L20	17.29	S 64°48'58" E
L21	89.30	S 55°01'56" W
L22	18.10	S 25°04'01" E
L23	65.77	S 8°20'24" W
L24	292.78	S 34°42'30" W
L25	145.80	S 22°35'31" W
L26	137.39	S 14°46'20" W
L27	181.10	S 18°36'01" W
L28	40.00	S 64°48'58" E
L29	20.04	S 28°52'55" W
L30	40.00	N 64°48'58" W
L31	20.04	N 28°52'55" E
L32	56.17	N 37°04'03" E
L33	375.30	N 29°09'31" E
L34	179.21	N 18°36'01" E
L35	137.91	N 14°46'20" E

MATCHLINE SHEET 5
MATCHLINE SHEET 6



PLAT OF EASEMENT
FOR
ATMOS ENERGY CORPORATION
SHEET 6 OF 6
TOWN OF BLACKSBURG
PRICES FORK MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA



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Scale 1"=100'	Date 03 SEPT 21	Drawing No. 20201028
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Exhibit B

Phase 1

Time: April – November 2022*

Pipe Footage: 4,000' of 8" HPDE

Location: Along the easement on Plantation Rd. from North edge of VT property to Smithfield Rd.

Easement Exhibit Sheets 1&2

Phase 2

Time: February – June 2023*

Pipe Footage: 2,200' of 8" HDPE

Location: Adjacent to Stroubles Creek and along Smithfield Plantation Rd up to the west side of US-460

Easement Exhibit Sheets 3&5

Phase 3

Time: October 2023 – September 2024*

Pipe Footage: 1,750' of 6" Steel

Location: Starting at the west side of US-460 on Smithfield Plantation Rd, Pipe will run along the easement route on Smithfield Plantation Rd up to and including the new Regulator Station.

Easement Exhibit Sheets 5&6

* Timeline is based on the Virginia Tech Board of Visitors approving the granting of the easement at its April 2022 meeting.