

After recording, please return to:
Brightspeed
Right of Way Dept.
1120 South Tryon Street
Charlotte, NC 28203

Prepared by:
Todd Stults
Brightspeed ROW PM

RECORDING INFORMATION ABOVE

Grantor: COUNTY OF ALBEMARLE SCHOOL BOARD
Grantee: BRIGHTSPEED OF VIRGINIA, LLC
Parcel: 09100-00-00-01100

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **BRIGHTSPEED OF VIRGINIA, LLC**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 1120 South Tryon Street, Charlotte, North Carolina 28203, Attn: Right of Way Dept., a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across the following property located in the County of Albemarle, State of Virginia, which Grantor owns (“Easement Tract”):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor’s lands to and from the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee’s use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantor will indemnify Grantee for all damages caused to Grantee or the Facilities to the extent arising from Grantor's acts or omissions. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this _____ day of _____, 2025.

GRANTOR:

CONY OF ALBEMARLE SCHOOL BOARD

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by _____, as _____, of _____, a _____.

My commission expires: _____

WITNESS my hand and official seal.

Notary Public

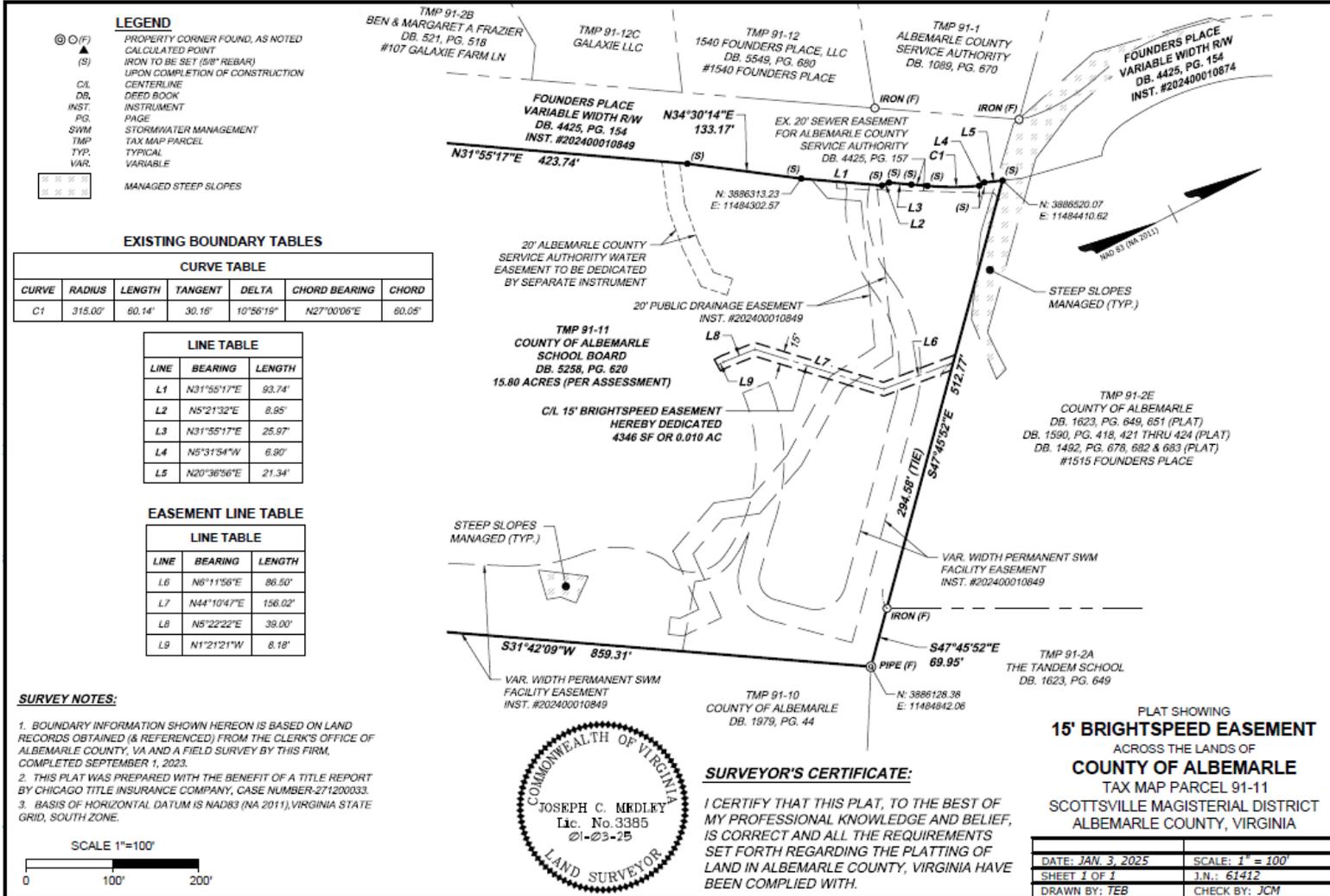
(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

The easement is a strip of land fifteen (15) feet wide shown on the plat named "15' BRIGHTSPEED EASEMENT ACROSS THE LANDS OF COUNTY OF ALBEMARLE TAX MAP PARCEL 91-11".

EXHIBIT A CONTINUED
Sketch or Drawing of Easement Tract



TIMMONS GROUP

THIS DRAWING PREPARED AT THE STATION OFFICE OF THE SURVEYOR
TEL: (434) 242-2200 FAX: (434) 242-2205

100% DESIGN AND FIELD SURVEY

- LEGEND**
- ⊙ (F) PROPERTY CORNER FOUND, AS NOTED
 - ▲ CALCULATED POINT
 - (S) IRON TO BE SET (5/8" REBAR)
 - C/L CENTERLINE
 - DB. DEED BOOK
 - INST. INSTRUMENT
 - PG. PAGE
 - SWM STORMWATER MANAGEMENT
 - TMP TAX MAP PARCEL
 - TYP. TYPICAL
 - VAR. VARIABLE
- MANAGED STEEP SLOPES

EXISTING BOUNDARY TABLES

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD BEARING	CHORD
C1	315.00'	60.14'	30.16'	10°56'19"	N27°00'06"E	60.05'

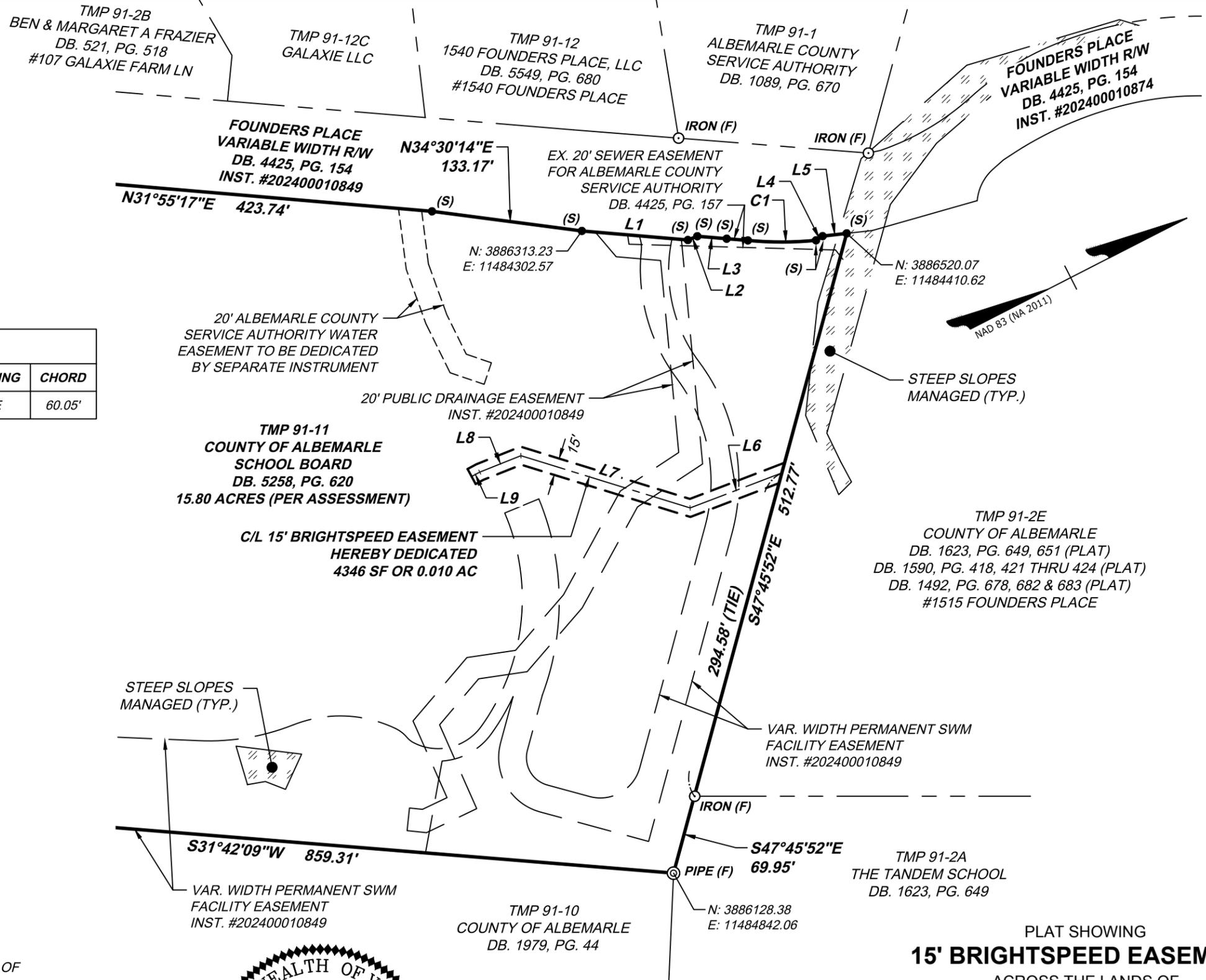
LINE TABLE		
LINE	BEARING	LENGTH
L1	N31°55'17"E	93.74'
L2	N5°21'32"E	8.95'
L3	N31°55'17"E	25.97'
L4	N5°31'54"W	6.90'
L5	N20°36'56"E	21.34'

EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L6	N6°11'56"E	86.50'
L7	N44°10'47"E	156.02'
L8	N5°22'22"E	39.00'
L9	N1°21'21"W	8.18'

SURVEY NOTES:

1. BOUNDARY INFORMATION SHOWN HEREON IS BASED ON LAND RECORDS OBTAINED (& REFERENCED) FROM THE CLERK'S OFFICE OF ALBEMARLE COUNTY, VA AND A FIELD SURVEY BY THIS FIRM, COMPLETED SEPTEMBER 1, 2023.
2. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A TITLE REPORT BY CHICAGO TITLE INSURANCE COMPANY, CASE NUMBER-271200033.
3. BASIS OF HORIZONTAL DATUM IS NAD83 (NA 2011), VIRGINIA STATE GRID, SOUTH ZONE.

SCALE 1"=100'



SURVEYOR'S CERTIFICATE:

I CERTIFY THAT THIS PLAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, IS CORRECT AND ALL THE REQUIREMENTS SET FORTH REGARDING THE PLATTING OF LAND IN ALBEMARLE COUNTY, VIRGINIA HAVE BEEN COMPLIED WITH.

PLAT SHOWING
15' BRIGHTSPEED EASEMENT
 ACROSS THE LANDS OF
COUNTY OF ALBEMARLE
 TAX MAP PARCEL 91-11
 SCOTTSVILLE MAGISTERIAL DISTRICT
 ALBEMARLE COUNTY, VIRGINIA

DATE: JAN. 3, 2025	SCALE: 1" = 100'
SHEET 1 OF 1	J.N.: 61412
DRAWN BY: TEB	CHECK BY: JCM

Y:\904\44694\002-High School Center\I\DWG\44694\002-904V-XPESMT-BRIGHTSPEED 91-11.dwg | Plotted on 1/8/2025 2:27 PM | by Joe Medley

THIS DRAWING PREPARED AT THE
STAUNTON OFFICE
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YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP