

BATH COUNTY SCHOOL BOARD

AGENDA ITEM: INFORMATION { } ACTION { X } CLOSED MEETING { }

**SUBJECT:** SUPERINTENDENT’S REPORT - ACTION

BCHS Fiber Optic Line Easement – Mr. Lancaster

**BACKGROUND:** Our internet provider for Bath County High School will change to MGW-Lingo Networks in July. As part of the changeover, the company will install fiber optic lines to the school, and they need an easement to bury the cable. The line will come down the mountain behind the high school, run between the parking lot and the VDOT road to the retirement community, and then cross through the (current) gravel parking lot to near where the current parking light pole is set (near the crosswalk). MGW-Lingo will bore under the road and sidewalk to the lower atrium area, where the cable will enter the building.

Prior to the school board meeting, communication with Mattern & Craig will have taken place to ensure coordination with the parking lot project. Likewise, we will share the easement document with Chris Singleton.

The fiber optic internet connection to BCHS should provide significant upgrade potential to our technology infrastructure.

**RECOMMENDATION:** Recommend approval of the easement agreement.



RIGHT OF WAY EASEMENT

Prepared by MGW Networks, LLC.

Date of Execution \_\_\_\_\_

Grantor(s) \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT on this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ for and in consideration of establishing services by MGW Networks, LLC, to the undersigned,

\_\_\_\_\_, the receipt of which is hereby acknowledged, the undersigned hereby grant(s) and convey(s) unto the said MGW Networks, LLC, and assigns a right of way or easement for the purpose of constructing, installing, operating, maintaining, replacing and removing a telephone communication system of buried telephone cables, wires, lines, pedestals, and other equipment incidental to the use of such fiber and lines upon, across and over certain land owned by the undersigned or in which the undersigned have (has) an interest, situated at the address of \_\_\_\_\_ in the county of \_\_\_\_\_ located in the State of Virginia, which said right of way or easement is more particularly described as follows, to-wit:

A right of way, 20 feet, in width will be allotted for the purpose of constructing a buried fiber system. In exchange for the allotment of right of way customer will have access to said fiber at the going rate so chosen by MGW Networks. Grantor will also be responsible for any fees associated with receiving said service. The right of way or easement hereinabove conveyed includes the right of ingress and egress over, under and across the lands of the undersigned for the purpose of exercising the rights herein granted, and the right to open and close fences, the right to trim, top, retrim and retop, or cut any brush along said right of way now or at any time so as to give and maintain a clearance of at least ten feet for all such wires and other incidental facilities. Notwithstanding the foregoing, MGW will not trim or remove any of the trees on the property except when permission has been granted by signee.

MGW Networks, LLC. agrees to bury all cable on property mentioned above. Additionally, MGW will be granted access to place a pedestal on the property in the event that service(s) is requested. This easement does not give MGW the right to set a pole on property without the consent of the signee. MGW will move in ground cable at signees request if buried cable is in the way of proposed construction. This move would be billed at no additional charge. This privilege allows the signee only one move of in ground cable.

Grantor (s) \_\_\_\_\_

\_\_\_\_\_

STATE OF: \_\_\_\_\_,

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was duly acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ by (Grantor) \_\_\_\_\_.