

**A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF
A DEED OF EASEMENT BETWEEN THE SCHOOL BOARD OF
THE CITY OF SUFFOLK AND THE CITY OF SUFFOLK, VIRGINIA**

BE IT RESOLVED by the Suffolk City School Board as follows:

Section 1: That all terms and conditions of the attached Deed of Easement between the School Board of the City of Suffolk and the City of Suffolk, Virginia, be, and the same are hereby approved.

Section 2: That the Chair of the Suffolk City School Board is hereby authorized and directed to execute the said Deed of Easement on behalf of the School Board, and the Clerk of the School Board is directed to duly attest the same.

READ AND ADOPTED: _____

TESTE: _____

Clerk

Approved as to form and content:


Wendell M. Waller, *Esquire*
School Board Attorney

Exempt from recordation taxes
and fees under Va. Code Section 58.1-811(A)(3)

**DEED of EASEMENT
CITY OF SUFFOLK**

THIS DEED OF EASEMENT, made this ____ day of _____, 20____, by and between **THE SCHOOL BOARD OF THE CITY OF SUFFOLK**, whose address is 100 N. Main Street, Suffolk, Virginia 23434, party of the first part, (hereinafter called "Landowner"), Grantor, and **THE CITY OF SUFFOLK, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, whose address is c/o City Clerk, 442 West Washington Street, Suffolk, Virginia 23434, party of the second part, (hereinafter called "City"), Grantee.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable considerations, the Landowner grants to the City, its successors and assigns, a free, perpetual and non-exclusive easement, right of way and privilege for the purposes of constructing, renewing and repairing, upgrading and otherwise operating and maintaining public water and/or sewer infrastructure, generally including but not limited to water and/or sanitary sewer mains, sewer force mains, lines and associated structures including but not limited to pipes, vaults, hydrants, meters and cleanouts, under and across those portions of a certain parcel of land, identified as Tax Map & Parcel No. 25*34A, Account No. 253073500, designated as "PUBLIC UTILITY EASEMENT (SHADED AREA) HEREBY DEDICATED TO THE CITY OF SUFFOLK 65 S.F. (0.0015 ACRE)" (hereinafter referred to as "Easement Area") on the attached plat entitled "Exhibit Showing Public Utility Easement on Property Owned by School Board/City of Suffolk, Tax Map 25 * 34A, Suffolk, Virginia", consisting of one (1) sheet, which plat is dated October 8, 2024, and made by VHB Transportation, Land Development and Environmental Services (hereinafter referred to as the "Plat"), and which Plat is attached hereto and made a part hereof.

It is agreed between the parties as follows:

1. That all water and sewer infrastructure in said Easement Area shall remain the property of the City, and that said City shall reserve the right to make such changes, enlargements, repairs and alterations as it may deem advisable and expedient.

Tax Account No.: 253073500
Tax Map & Parcel No.: 25*34A

Prepared by:
Kimberly D. Shepherd, Esq. (VSB No. 38702)
Troutman Pepper LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, VA 23462

2. The Landowner, its successors and assigns, shall have the right to use the Easement Area for all purposes, provided such use shall not interfere with constructing, maintaining, renewing, operating or repairing said water and sewer infrastructure, nor injure the same, and shall not interfere with free access to the same at all times and for all purposes, provided further that no building or structure other than fences and roadways shall be erected on the Easement Area by the Landowner, their heirs and assigns. Fences and roadways erected on Easement Area shall not interfere with said water and sewer infrastructure or access to same.

3. That the said City of Suffolk shall not be liable to the Landowner, or their successors in title for damages occasioned to any structures, lawns, trees or shrubs or other property in the Easement Area due to the presence of the said water and sewer infrastructure, or to the maintenance, repair or renewal of same, except for failure to use reasonable care and diligence.

4. The City shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities in the Easement Area, deemed by it to interfere with the proper and efficient construction, operation, and maintenance of said easement; provided, however, that the City shall at its own expense restore, as nearly as possible, the premises to their original condition, such restoration including the backfilling of trenches and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, or other facilities located within the easement.

5. The City shall have the right of ingress and egress over, under, and across the lands of the Landowner for the purpose of exercising the rights herein granted.

6. The City shall have the right to open and close fences.

7. The easement granted herein for the specific location described above is in addition to any easement or right of way now in existence or which may be acquired by the City in the future.

8. The Landowner warrants that they are the owner of the interest hereby conveyed and that they have the right to make this conveyance, and covenants that the City, its successors and assigns, shall quietly enjoy the premises for the uses herein stated.

9. The Landowner further covenants that no building or structure shall be erected within the Easement Area herein granted without the written consent of the City. Removal and/or relocation of any such structure otherwise erected shall be as directed by the City and at the cost of the Landowner.

10. The Landowner further covenants that they shall not change the grade along or upon the Easement Area by removing or replacing earth, unless otherwise agreed to in writing by the parties prior to such activity taking place.

11. This agreement shall be recorded among the land records of the Circuit Court Clerk's Office of the City of Suffolk, Virginia, and shall constitute a covenant running with the

land, and shall be binding upon the Landowner, their administrators, executors, assigns, heirs and any other successors in interest, including any homeowner's associations.

SIGNATURES ON FOLLOWING PAGE(S)

WITNESS the following signatures by due authority:

LANDOWNER:

THE SCHOOL BOARD OF THE
CITY OF SUFFOLK

By: _____
Heather S. Howell
Chair of the School Board

Attest:

Tarshia L. Gardner, Clerk
School Board of the City of Suffolk

COMMONWEALTH OF VIRGINIA,
CITY OF SUFFOLK, to-wit:

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by Heather S. Howell, Chair of the School Board and Tarshia L. Gardner, Clerk of the School Board, whose names are signed as such on behalf of the School Board. The said Heather S. Howell and Tarshia L. Gardner are personally known to me for identification purposes.

Notary Public

My commission expires: _____

Notary Registration No. _____

ACCEPTED ON BEHALF OF THE CITY
CITY OF SUFFOLK, VIRGINIA:

BY: _____
Albert S. Moor, II, City Manager

Attest:

Erika S. Dawley, City Clerk

COMMONWEALTH OF VIRGINIA,
CITY OF SUFFOLK, to-wit:

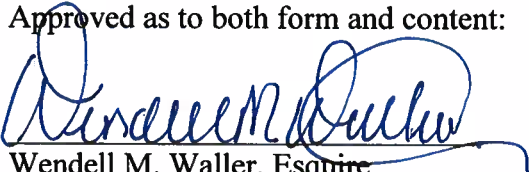
The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by Albert S. Moor, II, City Manager and Erika S. Dawley, City Clerk of the City of Suffolk, whose names are signed as such on behalf of the City. The said Albert S. Moor, II and Erika S. Dawley are personally known to me for identification purposes.

Notary Public

My commission expires: _____

Notary Registration No. _____

Approved as to both form and content:


Wendell M. Waller, Esquire
School Board Attorney