EXEMPTED FROM RECORDATION TAXES
UNDER SECTIONS 58.1-811(A)(1 & 2)

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of May, 2022, by and between NANCY CRAFT, HENRY GUITTINO AND LEWIS WHITE, TRUSTEES OF THE VIRGINIA BEACH FRIENDS MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS, an unincorporated religious society hereinafter called the Grantor, party of the first Part or Grantor even though more than one, 1537 Laskin Road, Virginia Beach, VA 23451 [GPIN: 2417-08-1734], and THE FRIENDS SCHOOL, a non-stock corporation of the Commonwealth of Virginia, hereinafter called the Grantee or party of the second part, also with the street address of 1537 Laskin Road, Virginia Beach, VA 23451 [GPIN: 2417-08-1307].

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is acknowledged, the Grantor does hereby assign, transfer, grant and convey, a perpetual, twenty foot wide drainage and-or stormwater utility easement to the Grantee, its agents, assigns and successors to construct, reconstruct, alter, operate and maintain drainage and utility facilities in, under, upon and across lands and property of the Grantor, including the right of ingress and egress to the same, and a perpetual easement for the collection, conveyance, storage, impoundment, treatment, and other associated uses of stormwater drainage over, under and across lands and property of the Grantor, including the right of ingress and egress to the same, as more particularly described as follows:

ALL THOSE certain pieces or parcels of land situated, lying and being in the City of Virginia Beach, Virginia, being designated as 20' Private Drainage Easement on GPIN Parcel 2417-08-17834 as shown on that certain plat entitled Private Drainage Easement Exhibit for Friends School dated 02/25/2022, consisting of Sheet 1 & 2 and recorded simultaneously herewith to which plat reference is made for a more particular description; said plat is attached as Exhibit "1".

This conveyance was authorized by an Order entered by the Circuit Court of the City of Virginia Beach, Virginia.

The Grantor by execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to the undersigned.

It is agreed between the parties hereto that the Grantee, its agents, assigns and successors shall have the right to inspect the said easements and to cut and clean all undergrowth and remove other obstructions in and along the said easements or adjacent thereto that may in any way endanger or interfere with the proper use of the same, and to make use of the adjacent property for ingress and egress and for other activities necessary to construction, reconstruction, alteration, operation and maintenance of the said facilities.

The Grantor and Grantee and their respective agents, assigns and successors agree that the Grantee shall be liable for all construction costs as well as any maintenance work whatsoever to the areas encompassed in the said easements including any excavation required to construct and maintain any pipes or other in-ground facilities within the said easement in order to effectuate maintenance or repair of said facility. All other maintenance of the areas encompassed by the said easements shall be done by the Grantor, and the Grantee shall have no duty or liability to perform any routine maintenance work in the said easement other than that work which arises out of maintaining or repairing the said facility.

The Grantor and its agents, assigns and successors agree that when requested by the Grantee, it shall remove any fence(s), structure(s), landscaping, vehicle parking or other obstruction within forty-eight hours of receipt of written notice requesting such removal. Except that in an emergency or failure to remove after written notice Grantee will remove or have removed by others, any impediment to access, maintenance or operation, and Grantee agrees it is responsible for replacement of said fence(s), structure(s), landscaping, vehicle parking or other obstruction at its sole expense.

The Grantor covenants and agrees for itself, its assigns and successors, that the consideration aforementioned shall be in lieu of any and all claims of compensation an damages by reason of the location, construction, reconstruction, alteration or maintenance of the said facility.

IN WITNESS WHEREOF, the duly qualified and authorized TRUSTEES OF THE VIRGINIA BEACH FRIENDS MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS, an unincorporated religious society have caused this Deed of Easement to be executed pursuant to due authority.

THE VIRGINIA BEACH FRIENDS MEEETING OF THE RELIGIOUS SOCIETY OF FRIENDS, an unincorporated Religious Society

_____

NANCY CRAFT, TRUSTEE

_____

HENRY GHITTINO, TRUSTEE

_____

LEWIS WHITE, TRUSTEE

ACKNOWLEDGEMENT OF SIGNERS

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, _____, a Notary Public in and for the City and State aforesaid, do hereby certify that NANCY CRAFT, HENRY GHITTINO and LEWIS WHITE, TRUSTEES OF THE VIRGINIA BEACH FRIENDS MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS, an unincorporated religious society or organization for said Society, Church or Congregation, whose names are signed to the foregoing Instrument, have acknowledged the same before me in my City and State aforesaid. He/She/They are personally known to me or has/have produced photo identification.

GIVEN under my hand this _____ day of _____, 2022.

My Commission Expires: _____

Notary Registration Number: _____

By: _____ (SEAL)

NOTARY PUBLIC