

(The City of Chesapeake is exempt from recordation taxes pursuant to Section 58.1-811.A.3 and Grantor is exempt pursuant to Section 58.1-811.C.5 of the 1950 Code of Virginia, as amended.)

THIS AGREEMENT AND DEED OF EASEMENT, made this _____ day of _____, 20____, by and between _____, Grantor(s), and the CITY OF CHESAPEAKE, VIRGINIA, a municipal corporation, Grantee, whose address is 306 Cedar Road, Chesapeake, Virginia 23322.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the Grantor(s) hereby grants to the Grantee, its successors and assigns, an easement for visibility purposes described as follows, to-wit:

A visibility easement consisting of _____ square feet or _____ acre, more or less, located in the _____ Borough of the City of Chesapeake, Virginia, and designated as “ _____ ” as shown on the attached exhibit entitled “Exhibit Showing Visibility Easement Dedicated By _____ to the City of Chesapeake, Parcel # _____,” dated _____, made by _____.

Said exhibit is marked “Exhibit A.”

The visibility easement is located on the same property conveyed to the Grantor(s) by deed dated _____ from _____, and recorded in the Clerk’s Office of the Circuit Court of the City of Chesapeake, Virginia, in Deed Book _____, at page _____.

The form of this document prepared by Chesapeake City Attorney’s Office
TAX ID _____

The description was prepared by _____

(If applicable)

Return to:
Carole A. F. Gillespie, Right of Way Agent
City of Chesapeake
P.O. Box 15225
Chesapeake, VA 23328

IT IS AGREED between the parties hereto that there shall be no obstructions, including but not limited to shrubs, fences, vegetation, and signs within the visibility easement in excess of two and one-half (2.5) feet above the curb line elevation.

IT IS FURTHER AGREED between the parties hereto that the Grantee shall have the right of egress and ingress to said easement to inspect the said easement and to cut and clear all undergrowth and other obstructions in and along the said easement thereto that may in any way endanger or interfere with the proper use of same.

This conveyance is made subject to the conditions, restrictions, easements, and reservations of record, if any, affecting the aforesaid property and constituting constructive notice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures and seals:

By _____(SEAL)

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

The foregoing instrument bearing date of _____, _____, 20____, was
acknowledged before me this _____ day of _____, 20____, by
_____.

Notary Public

My commission expires:_____ Registration No: _____

APPROVED AS TO FORM:

ACCEPTED BY:

THE CITY OF CHESAPEAKE

BY: _____
Assistant City Attorney

Director of Development & Permits