

(The City of Chesapeake is exempt from recordation taxes pursuant to Section 58.1-811.A.3. and Grantors are 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 in consideration of the sum of One (\$1.00) Dollar, cash in hand paid
and other good and valuable considerations, the receipt of which is hereby acknowledged, the
Grantor(s) hereby grants to the Grantee, its successors and assigns a permanent easement for
construction, operation, and maintenance of a sidewalk, bikeway and/or other pedestrian way
upon and across the lands and property of the Grantor(s), as follows, to-wit:

An easement for a sidewalk, bikeway, and/or other pedestrian way
containing _____ square feet or _____ acres, more or less,
situated in the _____ Borough of the City
of Chesapeake, Virginia, which is designated as "Pedestrian Access
Easement" on the attached exhibit entitled, "_____
_____"
dated _____, made by _____
_____ marked "Exhibit A."

The easement is located on the same property conveyed to the Grantor(s) by
deed from _____, dated _____,
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 the Grantee shall have the right to inspect the said sidewalk, bikeway, or pedestrian way and to cut and clear all plants, trees or shrubs and other obstructions in and along the said sidewalk, bikeway or pedestrian way or adjacent thereto that may in any way endanger or interfere with the proper use of the same. No physical obstructions including, but not limited to, fences, sheds, landscaping or trees will be placed within the easement at any time. The Grantor(s) agrees that in the event the City determines it is necessary to remove any obstruction(s), the Grantor(s) will promptly pay the City all costs associated with the removal of the obstruction(s).

This conveyance is made expressly subject to all unexpired restrictions, reservations, and easements of record, if any, constituting constructive notice.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures and seals:

_____ (SEAL)

_____ (SEAL)

COMMONWEALTH OF VIRGINIA

CITY OF CHESAPEAKE, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that _____, and _____, whose name(s) is/are signed to the foregoing deed, dated the ____ day of _____, 20____, have acknowledged before me this _____ day of _____, 20____.

Notary Public (SEAL)

My commission expires: _____ Registration No: _____

APPROVED AS TO FORM:

ACCEPTED BY:

THE CITY OF CHESAPEAKE

BY: _____
Assistant City Attorney

Director of Developments & Permits

Deed of Easement between

and City of Chesapeake.