

**Parking and Access Agreement
Newly Established Residential Driveway
Waiver of Minimum Property Line Setback**

THIS PARKING AND ACCESS AGREEMENT (the "Agreement") is made this ____ day of _____, 202_ by and between _____ ("Grantor") and _____ (the "Grantee"), (Grantor and Grantee each a "Party", collectively, the "Parties").

WHEREAS, Grantor is the sole owner of the residential real property located in the City of Hampton, Virginia addressed _____ (LRSN _____) (the "Grantor's Property");

WHEREAS, Grantee, owns the residential real property located in the City of Hampton, Virginia addressed _____ (LRSN _____) (the "Grantee's Property"), which is adjacent to Grantor's Property;

WHEREAS, Grantee desires to install a newly established driveway (the "Driveway"), for purposes of access to and parking on Grantee's Property, wholly on Grantee's Property in an area of land adjacent to Grantor's Property;

WHEREAS, in accordance with Hampton Zoning Ordinance §1-30(3)(g)(ii)(aa), all newly established driveways shall be a minimum of three (3) feet from the side property line ("Setback Requirement"); however, the Zoning Administrator may waive this requirement, subject to an executed agreement between adjoining property owners that includes terms to the satisfaction of the Zoning Administrator and City Attorney;

WHEREAS, Grantee desires to install a portion of the Driveway within the Setback Requirement, as outlined in red on **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, Grantor is amenable and agreeable to the Grantee's request and waiver of the Setback Requirement by the Zoning Administrator.

NOW THEREFORE, in consideration of the mutual and respective benefits set forth herein, the Parties agree as follows:

1. The Parties represent and warrant that the recitals to this Agreement are accurate and correct. The above recitals are incorporated and adopted as if set forth herein.
2. The Grantor is amenable and agreeable to the waiver of the Setback Requirement by the Zoning Administrator to facilitate the installation of the Driveway on Grantee's Property, adjacent to Grantor's Property, as further described on **Exhibit A**.
3. Grantee agrees to install the Driveway, wholly on Grantee's Property, including any area within the Setback Requirement waived by the Zoning Administrator, as further described on **Exhibit A**.

4. The term of this Agreement shall commence upon the execution of this Agreement by the Parties, and the approval of the Zoning Administrator and City Attorney, whichever is later, and shall continue indefinitely unless terminated as further described below.
5. This Agreement may be terminated by either Party or the Zoning Administrator in the event the Driveway is constructed beyond the area of the Setback Requirement waived by Zoning Administrator, constructed in violation of any other requirements of the Hampton Zoning Ordinance, or if the Grantee permanently removes the Driveway.
6. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
7. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns and shall run with the land.

WITNESS the following signatures this ____ day of _____, 202_.

Grantor:

Date: _____

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

I, _____, a Notary Public in and for the City and State aforesaid do hereby certify that _____, whose name is signed to the foregoing writing, has this day acknowledged the same before me in my City and State aforesaid. He/She is personally known to me or has provided _____ as identification.

Given under my hand this ____ day of _____, 202_.

Notary Public

My commission expires: _____

Notary Registration Number: _____

[Signatures continue on the following page.]

Grantee:

Date: _____

COMMONWEALTH OF VIRGINIA
CITY OF HAMPTON, to-wit:

I, _____, a Notary Public in and for the City and State
aforesaid do hereby certify that _____, whose name is signed to
the foregoing writing, has this day acknowledged the same before me in my City and State
aforesaid. She/he is personally known to me or has provided _____ as
identification.

Given under my hand this ____ day of _____, 202_.

Notary Public

My commission expires: _____

Notary Registration Number: _____