

080003122

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THIS DEED OF CONFIRMATION OF SIGN EASEMENT, made and dated this 31st day of January, 2008, by and between **THOMAS C. BAKER** and **SHEILA F. BAKER** ("Baker"), and **TIM SHIRLEY POOLS, INC.**, a Virginia corporation ("Shirley"), **ALL POINTS WAREHOUSING, L. L. C.**, a Virginia limited liability company ("All Points Warehousing"), and **ALL POINTS PROPERTIES, LLC**, a Virginia limited liability company ("All Points Properties").

RECITALS:

A. By that certain Deed dated November 2, 2005, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 050026014 (the "Deed"), Baker conveyed unto Shirley that certain tract or parcel of land, containing .817 acres, more particularly described as **Lot 3** on the Resubdivision plat of lots 3 and 4, Ash Hollow Industrial Park, located in Stonewall Magisterial District, Frederick County, Virginia, as more particularly described therein, Tax Map No. 54-5-3 (the "Shirley Parcel").

B. All Points Warehousing was previously vested with fee simple title to an adjacent lot or parcel of land, containing 1.455 acres, more or less, designated as Lot 4A, Ash Hollow Industrial Park, more or less, lying and being situate in Stonewall Magisterial District, Frederick County, Virginia, Tax Map No. 54-5-4A (the "All Points Parcel").

C. The conveyance of the Shirley Parcel by Baker was made subject to a permanent easement (the "Sign Easement") for two existing signs upon the Shirley Parcel (being one sign bolted onto the fence and one electric pole sign immediately behind the fence, both signs advertising the location of the warehouses owned by All Points Warehousing, and one sign containing a directory of All Points Warehousing tenants), both signs being situate on the front of the Shirley Parcel and providing exposure of the signs to Route 7, as more fully set forth in the Deed. The Sign Easement is more particularly described by that certain Deed of Easement (undated and unsigned) attached to the Deed as Exhibit 2.

D. Upon recordation, the Deed was not indexed in favor of All Points Warehousing among the indices to the land records in the Clerk's Office of the Circuit Court of Frederick County, Virginia.

E. The All Points Parcel was conveyed to All Points Properties by that certain

3082 Shawnee Dr.
Winchester, Va.

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Special Warranty Deed dated February 1, 2008, of record in the Clerk's Office of the Circuit Court of Frederick County, Virginia as Instrument No. 080001444.

F. The parties wish to confirm the terms of the Deed (including the existence of the Sign Easement) and to have the same indexed in the name of All Points Warehousing and All Points Properties; as more fully set forth hereinafter.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises conveyed, and other good and valuable considered deemed adequate at law, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Recitals are incorporated herein and made a material part hereof as if set out in full.
2. The terms of the Deed are hereby ratified, approved and confirmed.

WITNESS the following signatures and seals:

Thomas C Baker (SEAL)
THOMAS C. BAKER

Sheila F. Baker (SEAL)
SHEILA F. BAKER

ALL POINTS WAREHOUSING, L.L.C.

By: Joseph E. Kalbach (SEAL)
Joseph E. Kalbach, Managing Member

STATE OF VIRGINIA,
CITY/COUNTY OF FREDERICK:

The foregoing instrument was acknowledged before me on the 5 day of MARCH, 2008, by Thomas C. Baker and Sheila F. Baker.

My Commission expires: MAY 31, 2010 # 139058

Barbara C. Wini
NOTARY PUBLIC

STATE OF VIRGINIA,
CITY/COUNTY OF FREDERICK:

The foregoing instrument was acknowledged before me on the 5 day of MARCH, 2008 by Joseph E. Kalbach as Managing Member of All Points Warehousing, L.L.C.

My Commission expires: MAY 31, 2010 # 139058

Barbara C. Wini
NOTARY PUBLIC

Michael L. Bryan
9 Court Square
2nd Floor
Winchester, VA

0072

ALL POINTS PROPERTIES, LLC, a Virginia
Limited Liability Company

By: Alexandria Mini-Storage, LLC

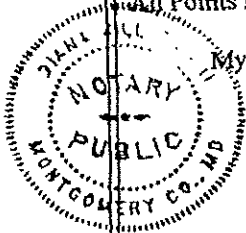
Its: Sole Member

By: [Signature] (SEAL)
Richard P. Moran, Jr., Member

^{Maryland}
STATE OF ~~VIRGINIA~~,
CITY/COUNTY OF Montgomery:

The foregoing instrument was acknowledged before me on the 11th day of March,
2008 by Richard P. Moran, Jr., Member of Alexandria Mini-Storage, LLC, Sole Member of
All Points Properties, LLC.

My Commission expires: July 1, 2008



[Signature]
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Michael L. Bryan, Esquire
9 Court Square, 2nd Floor
Winchester, Virginia 22601
540/545-4130

MLB/pmn
c:\Deeds\All Points Deed of Confirmation
2/12/08

VIRGINIA: FREDERICK COUNTY SCT.

This instrument of writing was produced to me on

3-14-08 at 10:09 AM
and with certificate acknowledgement thereto annexed
was admitted to record. Tax imposed by Sec. 58.1-802 of

\$ N/A, and 58.1-801 have been paid, if assessable.

[Signature], Clerk

Michael L. Bryan
9 Court Square
2nd Floor
Winchester, VA

050026014

0331

DEED

THIS DEED made and dated this 2nd day of November, 2005 by and between **THOMAS C. BAKER and SHEILA F. BAKER**, parties of the first part, hereinafter called the Grantors, and **TIM SHIRLEY POOLS, INC.**, party of the second part, hereinafter called the Grantee.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with General Warranty of Title, and English Covenants unto the Grantees, in fee simple, the following property, together with the improvements thereon and the appurtenances thereunto belonging:

All that certain tract or parcel of land, together with the improvements thereon and the appurtenances thereunto belonging, lying and being situate in Stonewall Magisterial District, Frederick County, Virginia, containing .817 acres, and more particularly described as Lot 3 on the Resubdivision plat of lots 3 and 4, Ash Hollow Industrial Park, drawn by H. Bruce Edens, C.L.S., dated June 10, 1981, of record in the aforesaid clerk's Office in Deed Book 539 at page 638.

And being a portion of the same property conveyed to Thomas C. Baker and Sheila F. Baker, husband and wife, by deed of gift dated July 29, 1992 from Thomas C. Baker and Sheila F. Baker, husband and wife, recorded in Deed Book 783 at page 991 among the land records of Frederick County, Virginia.

Reference is here made to the aforesaid Plats and Deeds, and to the references contained therein for a further and more particular description of the property conveyed herein.

The Grantor herein also reserves an easement for sewer, 20 feet in width, over Lot 4 and the Purchaser, as the successor in title, takes subject to the conditions set forth in the Agreement of Sale between the Seller herein and the owner of Lot 4. That Agreement provides in part: "at such time as Seller installs his sewer to serve Lot 3 over Lot 4, the Seller installs his sewer to serve Lot 3 over Lot 4, the Seller will hold Purchaser harmless

Grantee's address - 1316 Dragon Court
Frederick County, VA 22605
Consideration - \$10.00
Tax Map # - 54-5-3

from any and all costs associated with the installation and maintenance of any such sewer line, including the repairing of the property to the same or substantially the same condition prior to the installation or other disruption of the property associated with the maintenance of the sewer line."

The property herein sold, Lot 3, is subject to a 40 foot by 70 foot area to be used by ARA for parking as set forth on the sketch attached hereto as Exhibit No. 1.

The conveyance herein includes a certain 30 foot ingress and egress easement over Lot 4 from the northernmost entrance of Lot 4 and, additionally shown on the sketch attached hereto as Exhibit No. 1. With respect to said ingress/egress easement, the owner of Lot 3, and the owner of Lot 4, shall share fifty percent (50%) in the maintenance of the ramp on Lot 4 in an "as is" condition, so long as ARA is using the parking permitted on Lot 3. Upon cessation of the license to park on Lot 3, the owner of Lot 3 shall have the sole responsibility for maintenance of the ramp. Maintenance of the common entrance on Lot 4 used in connection with the easement shall be maintained in its "as is" condition solely by the owner of Lot 4.

The Purchaser understands that All Points Warehousing shall voluntarily terminate the License Agreement for ARA parking on Lot 3 contemporaneously with the recorded release by Purchaser (or any other owner of Lot 3) of the 30 foot permanent easement for ingress and egress over Lot 4A for the benefit of Lot 3 reserved in the deed recorded in Frederick County Deed Book 859 at Page 1018.

Purchaser, as the current tenant of Lot 3, acknowledges that All Points Warehousing, LLC, the owner of adjoining Lot 4A, maintains and has permanent easement for two existing signs upon Lot 3 (being one signed bolted onto the fence and

one electric pole sign immediately behind the fence, both signs advertising the location of All Points, and one sign containing a directory of All Point tenants, both signs being situate on the front of Lot 3, near Route 7, and providing exposure of the signs to Route 7). A copy of the Easement is attached hereto as Exhibit 2 and Purchaser accepts title to Lot 3 subject to such Easement.

This conveyance is made subject to all legally enforceable restrictions, easements and rights of way of record affecting the property.

WITNESS the following signature and seal:

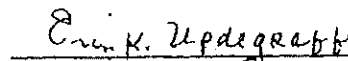

THOMAS C. BAKER (SEAL)

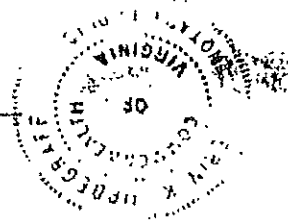

SHEILA F. BAKER (SEAL)

COMMONWEALTH OF VIRGINIA
City of Winchester, to-wit:

The foregoing instrument was acknowledged before me this 7th day of November, 2005 by Thomas C. Baker and Sheila F. Baker.

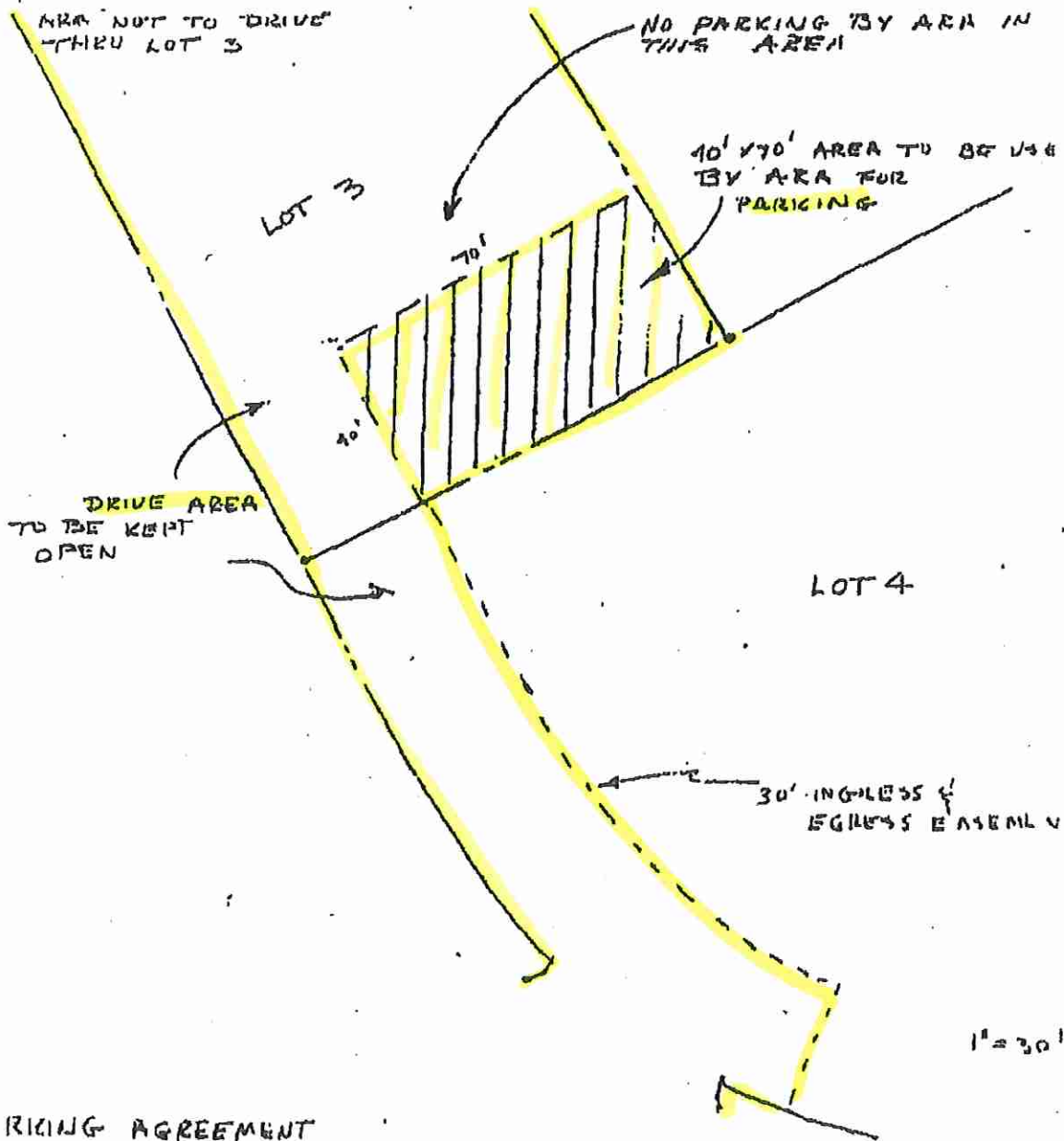
My commission expires May 31, 2009.


Notary Public



This document was prepared by: Phillip S. Griffin, II, P.C., 102 S. Kent Street, Winchester, VA 22601.

EXHIBIT NO. 1



IRKING AGREEMENT
TWEEN LOT 3 &
T & ASH HOLLOW
SUBDIVISION