

**NOTES**

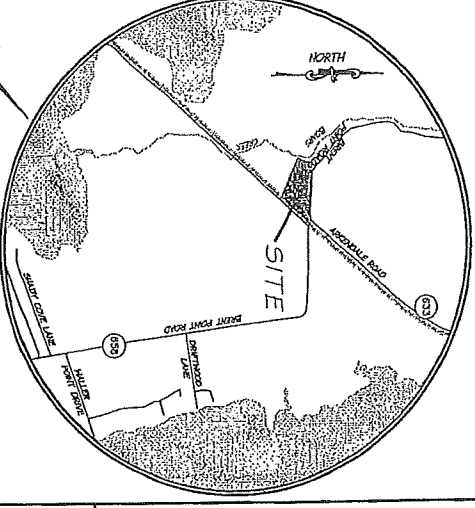
1. THE PROPERTIES SHOWN HEREON ARE IDENTIFIED ON STAFFORD COUNTY TAX MAP NO. 31 AS PARCELS 39, 39A, 39B, 39C, 39D, 39E, 39F, 39G, 39H, 39I, AND A PORTION OF 97. THE PROPERTIES SHOWN HEREON ARE CURRENTLY ZONED A-2.
2. CURRENT OWNERS:  
 PARCEL 39: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 248 Pg. 194)  
 PARCEL 39A: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39B: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39C: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39D: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39E: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39F: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39G: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39H: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)  
 PARCEL 39I: RICHARD R. NAGEOTTE & B. CALVIN BURNS (DB. 238 Pg. 381)
3. A TITLE REPORT HAS NOT BEEN OBTAINED. ALL UNDERLYING TITLE LINES, EASEMENTS RESTRICTIONS AND OTHER MATTERS AFFECTING TITLE MAY NOT BE INDICATED ON THIS SURVEY.
4. THE PROPERTY SURVEY SHOWN IS BASED ON A CURRENT FIELD SURVEY PERFORMED BY THIS FIRM IN OCTOBER 2004.
5. THE PROPERTY SURVEY SHOWN IS BASED ON A CURRENT FIELD SURVEY PERFORMED BY THIS FIRM IN OCTOBER 2004.
6. THE PROPERTY SURVEY SHOWN IS GRAPHICALLY LOCATED ON F.E.M.A. MAP NO. 5004 005 E, DATED 02/04/05, ZONE A, NO BASE FLOOD ELEVATION DETERMINED, AND ZONE X, AN AREA DETERMINED TO BE OUTSIDE THE 100-YEAR FLOODPLAIN.
7. NO RESTRICTIONS ARE SHOWN AS TO THE LOCATIONS OF UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO, ELECTRIC, GAS, TELEPHONE, CITY WATER, SANITARY AND STORM SEWERS.
8. TAX MAP 31 PARCEL 39A AS DESCRIBED IN DEED BOOK 445 AT PAGE 596 IS ENCLAVED BY A SLOPE AND GRADING EASEMENT.

**EASEMENT DATA**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
A/B	593.27	6.07	5.89493	00°35'27"
LINE	BEARING	DISTANCE		
A1	S 20°41'07" W	32.59		
A2	S 79°55'50" W	30.00		
A3	S 79°55'50" W	8.46		
A4	N 02°19'10" E	3.87		
A5	N 02°19'10" E	104.94		
A6	S 65°17'21" W	36.87		
A7	S 22°24'19" W	48.92		
A8	S 07°19'12" W	62.50		
A9	S 08°19'12" W	102.04		
A10	S 12°24'10" W	103.97		
A11	S 12°24'10" W	63.35		
A12	S 12°24'10" W	78.02		
A13	S 12°24'10" W	82.02		
A14	N 83°14'21" W	142.84		

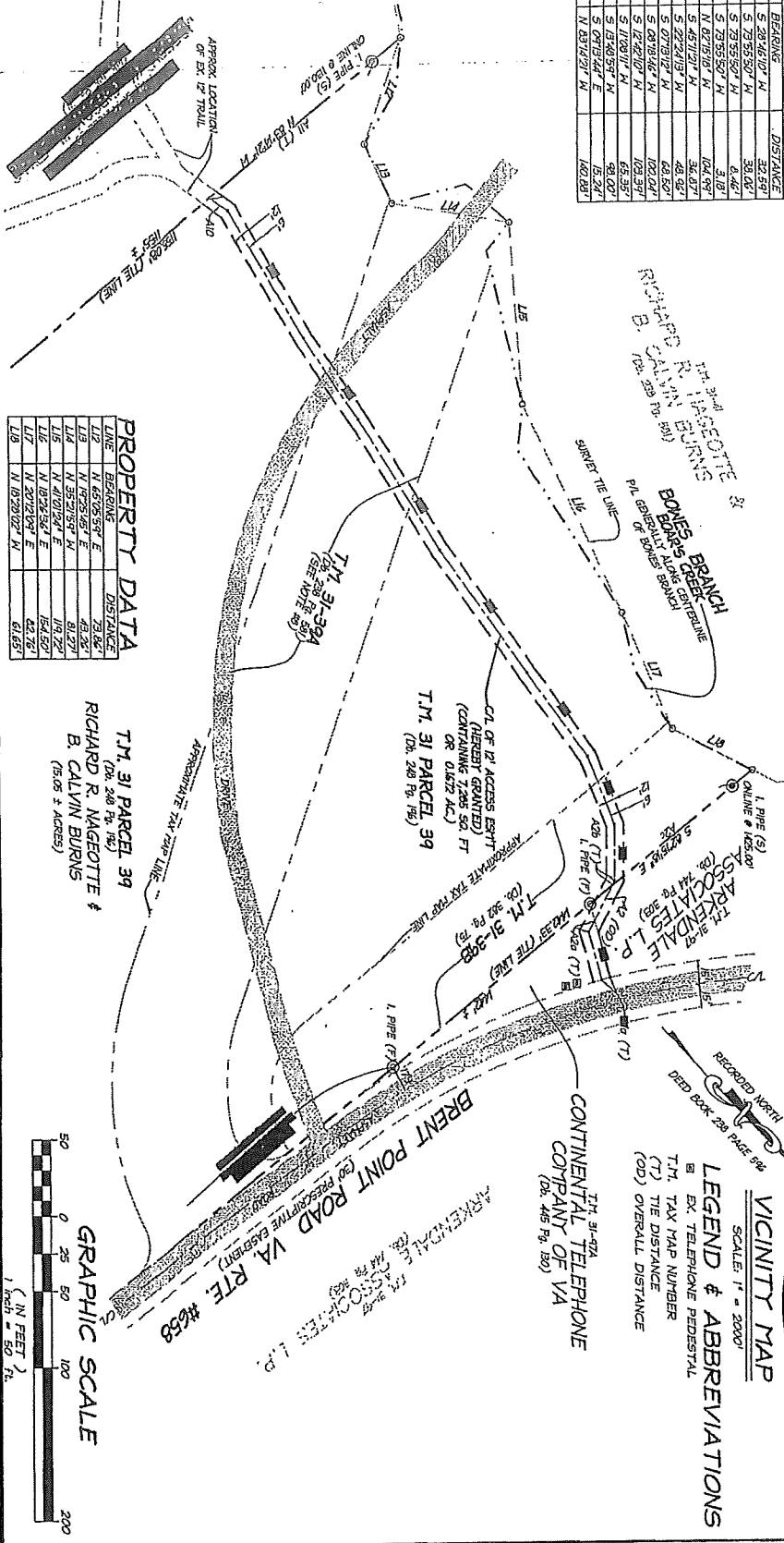
**ACCESS EASEMENT METES & BOUNDS**

- 1) 6.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 593.27 FEET AND WITH A CHORD BEARING AND DISTANCE OF SOUTH 39°49'39" EAST, 6.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE DEPARTING SAID SOUTHERN LIMITS AND RUNNING SO AS TO CROSS AND INCLUDE A PORTION OF THE SOUTHERN LIMITS AND CONTINENTAL TELEPHONE COMPANY OF VIRGINIA, ARKENDALE ASSOCIATES L.P. AND RICHARD R. NAGEOTTE AND B. CALVIN BURNS (DEED BOOK 248 PAGE 194) THE FOLLOWING:
  - 1) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 2) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 3) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 4) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 5) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 6) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 7) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 8) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 9) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 10) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 11) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
  - 12) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 2) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 3) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 4) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 5) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 6) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 7) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 8) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 9) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
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- 11) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE
- 12) SOUTH 79°55'50" WEST, 36.87 FEET TO A POINT, THENCE



**LEGEND & ABBREVIATIONS**

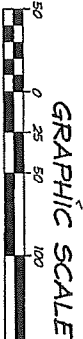
- EX TELEPHONE PEDESTAL
- T.M. TAX MAP NUMBER
- (T) THE DISTANCE
- (OD) OVERALL DISTANCE



**PROPERTY DATA**

LINE	BEARING	DISTANCE
L1	N 65°05'50" E	73.84
L2	N 65°05'50" E	43.26
L3	N 65°05'50" E	81.97
L4	N 65°05'50" E	119.22
L5	N 65°05'50" E	154.27
L6	N 65°05'50" E	192.75
L7	N 65°05'50" E	234.75
L8	N 65°05'50" E	280.75

T.M. 31 PARCEL 39  
 RICHARD R. NAGEOTTE &  
 B. CALVIN BURNS  
 (DB. 248 Pg. 194)  
 (15.05 ± ACRES)



ACCESS EASEMENT EXHIBIT  
 ON A PORTION OF THE LANDS OF  
**RICHARD R. NAGEOTTE & B. CALVIN BURNS**  
 (DB. 248 Pg. 194)  
**CONTINENTAL TELEPHONE COMPANY OF VA**  
 (DB. 445 Pg. 130)  
**ARKENDALE ASSOCIATES L.P.**  
 (DB. 774 Pg. 303)  
 AQUA MAGISTERIAL DISTRICT      STAFFORD COUNTY, VIRGINIA

Blindertek #CLEX

**EXHIBIT "A"**

er consultants  
 ng - land planning  
 844-110    redacted.us, vs. 22-08  
 3-710-0550

SCALE: 1"=50'  
 DATE: 02/04/09  
 DRAWN: CF  
 CHECKED: CCF  
 SHEET NO. 1 OF 1



2009 MAY 11 PM 3:04

OFFICE OF THE CLERK  
STAFFORD COUNTY, VIRGINIA

Prepared by and return to:  
J. Thomas Miller, Esq.  
Troutman Sanders LLP  
1001 Haxall Point  
Richmond, Virginia 23219

Tax Map Numbers: 31-97, 31-97A, 31-39B; 31-39; 31-39A and 31-38

**DEED OF EASEMENT AGREEMENT**

**THIS DEED OF EASEMENT AGREEMENT** (this "Agreement") is dated as of the 8th day of May, 2009, by and between **VERIZON SOUTH, INC.**, a Virginia corporation, successor by merger with **CONTINENTAL TELEPHONE COMPANY OF VIRGINIA**, a Virginia corporation, to be indexed as a grantor ("Verizon South"); **RICHARD RUSSELL NAGEOTTE**, an individual, and **BLAND CALVIN BURNS, JR.**, an individual, both to be indexed as grantors (collectively, "Nageotte & Burns"); and **JOSEPH W. GIBSON, III**, an individual, to be indexed as a grantee ("Gibson").

**RECITALS:**

A. Verizon South is the fee owner of that certain piece or parcel of land located in the Aquia Magisterial District, Stafford County, Virginia, with all improvements thereon and appurtenances thereto belonging, which piece or parcel of land is more particularly described as "T.M. 31-97A CONTINENTAL TELEPHONE COMPANY OF VA (Db. 445 Pg. 130)" on that certain plat of survey made by Christopher Consultants, entitled "ACCESS EASEMENT EXHIBIT ON A PORTION OF THE LANDS OF RICHARD R. NAGEOTTE & B. CALVIN BURNS (Db. 248 Pg. 196) CONTINENTAL TELEPHONE COMPANY OF VIRGINIA (Db. 445, Pg. 130) ARKENDALE ASSOCIATES L.P. (Db. 744 Pg. 303) AQUIA MAGISTERIAL DISTRICT STAFFORD COUNTY, VIRGINIA", dated February 4, 2009 (the "Plat"), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Verizon Parcel").

B. Nageotte & Burns are the fee owners of those certain pieces or parcels of land located in the Aquia Magisterial District, Stafford County, Virginia, with all improvements thereon and appurtenances thereto belonging, which pieces or parcels of land are more particularly described as "T.M. 31-39B (Db. 382 Pg. 75)"; "T.M. 31-39A (Db. 238 Pg. 581)"; and "T.M. 31 PARCEL 39 (Db. 248 Pg. 196) RICHARD R. NAGEOTTE & B. CALVIN BURNS (15.05 +/- Acres)" on the Plat (collectively, the "Nageotte & Burns Parcels").

C. Gibson is the fee owner of that certain piece or parcel of land located in the Aquia Magisterial District, Stafford County, Virginia, with all improvements thereon and appurtenances thereto belonging, which piece or parcel of land is more particularly described as "T.M. 31 PARCEL 38 JOSEPH W. GIBSON III, ET ALS (Wb. WF Pg. 71)" on the Plat (the "Gibson Parcel").

D. Each of Verizon South and Nageotte & Burns desire to grant to Gibson, his successors and assigns, a certain perpetual (except as provided in Section 5 hereof) ingress and

9  
2250

egress easement over portions of their respective tracts for pedestrian and vehicular ingress and egress, all as more particularly set forth in this Agreement.

**AGREEMENT:**

NOW, THEREFORE, WITNESSETH THAT, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties to this Agreement hereby covenant and agree, as follows:

1. Access Easements.

(a) Verizon hereby grants unto Gibson, his successors and assigns, for the benefit of and as an appurtenance to the Gibson Parcel, and as a burden on and servitude appurtenant to the Verizon Parcel, a perpetual, non-exclusive, free, uninterrupted, and unobstructed easement of passage and right of way (the "Verizon Easement") upon, over and across the area of the Verizon Parcel designated on the Plat as "C/L OF 12' ACCESS ESM'T (HEREBY GRANTED)" (the "Verizon Easement Area") for vehicular and pedestrian ingress and egress to and from the Gibson Parcel and Brent Point Road. Verizon reserves the right to make use of the Verizon Easement Area herein granted in a manner which is not inconsistent with the rights herein conveyed, or which does not unreasonably interfere with the use of the Verizon Easement Area by Gibson for the purposes of this Agreement.

(b) Nageotte & Burns hereby grant unto Gibson, his successors and assigns, for the benefit of and as an appurtenance to the Gibson Parcel, and as a burden on and servitude appurtenant to the Nageotte & Burns Parcels, a perpetual (subject to the provisions of Section 5 hereof) non-exclusive, free, uninterrupted, and unobstructed easement of passage and right of way (the "Gibson Easement") upon, over and across the area of the Nageotte & Burns Parcels, an easement twelve (12) feet wide and as designated on the Plat as "C/L OF 12' ACCESS ESM'T (HEREBY GRANTED)" (the "Gibson Easement Area") for vehicular and pedestrian ingress and egress to and from the Gibson Parcel and Brent Point Road, without interference with the existing ingress and egress easement and utility easement shown on the plat, which contains the Asphalt Drive, which is not asphalt but is in fact a gravel drive (the existing ingress and egress easement, utility easement and gravel drive are hereinafter referred to collectively as the "Gravel Drive"). The Verizon Easement and the Gibson Easement are hereafter referred to collectively as the "Access Easements," and the Verizon Easement Area and the Gibson Easement Area are hereafter referred to collectively as the "Access Easement Areas."

(c) The Access Easements may be used for the uses specified herein by Gibson, his heirs, personal representatives, successors and assigns as owners of the Gibson Parcel, or any portion of such parcel, and by all users of the Gibson Parcel, including, without limitation, the family members, visitors, lessees, sublessees, licensees, contractors, agents, invitees and employees of Gibson.

2. Maintenance and Improvement of Access Easement Areas. Gibson shall have the right (but not the obligation), at his own cost and expense, to repair, maintain or improve the

Access Easement Areas with gravel or a permanent surface, such as asphalt. Verizon and Nageotte & Burns hereby agree that among the easement rights conveyed to Gibson under this Agreement are the rights (i) to cut, clear, remove and dispose of, from time to time, all trees, shrubs, and other vegetation in the Access Easement Areas and to remove and dispose of all natural or manmade obstructions other than the improvements and utilities in the Access Easement Areas, as Gibson may reasonably deem necessary and (ii) to have unobstructed and unrestricted ingress and egress over the Access Easements in order to provide unobstructed and unrestricted access to and from the Gibson Parcel at all times. No buildings or other structures may be constructed in the Access Easement Areas without the prior written consent of Gibson, not to be unreasonably withheld, provided that such buildings or other structures do not interfere with Gibson's use of the Access Easement Areas.

3. Maintenance and Improvement of the Access Easement Areas which cross the Gravel Drive. Where the Access Easement Areas cross the Gravel Drive shown on the Plat, Gibson will not alter the existing grade or drainage, damage, obstruct or in any way interfere with the use of the improvements and/or any utilities or other access facilities contained therein.

4. Covenants Run with the Land. The easements, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with title to the land. The Access Easements granted herein shall (i) be appurtenant to, run with and benefit the Gibson Parcel, (ii) run with and be a burden to the Verizon Parcel, and the Nageotte & Burns Parcels as they presently exist and to all future subdivisions thereof (to the extent that the Access Easement Areas are located on such subdivided parcels), and (iii) be subject to all restrictions, covenants, conditions and other easements of record insofar as they may lawfully apply. This Agreement shall be binding upon, shall inure to the benefit of and be enforceable by the parties to this Agreement and their respective heirs, personal representatives, successors, successors in title and assigns as the owners of the Verizon Parcel, the Nageotte & Burns Parcels, the Gibson Parcel, or any portion of them. Any subsequent owner of the Verizon Parcel, the Nageotte & Burns Parcels, the Gibson Parcel or any portion of them shall automatically be deemed, by acceptance of title thereto, to have assumed all obligations of this Agreement relating thereto.

5. Abandonment and Modification of Access Easement Areas. Nageotte & Burns have advised Gibson that a public road may be constructed in the future on the portions of the Nageotte & Burns Parcels that will provide public road access to the Gibson Parcel. Notwithstanding any provision of this Agreement to the contrary, if (i) a roadway dedicated to public use (the "Public Road") is constructed, (ii) the Public Road intersects Brent Point Road, and (iii) because of the construction of the Public Road, Gibson will have unrestricted and open access to and from the Gibson Parcel and Brent Point Road, Gibson or his heirs, personal representatives, successors and assigns herein will abandon the Access Easements by a Deed of Abandonment, upon being provided such unrestricted and open access to and from the Gibson Parcel and Brent Point Road by a new Deed of Easement that connects the Gibson Property to a such Public Road. Such Deed of Abandonment shall be by a written instrument executed by Gibson or his heirs, personal representatives, successors and assigns and recorded among the land records of the County of Stafford, Virginia.

6. Severability. Invalidation of any provision of this Agreement by judgment, court order, legislative mandate or a finding that such provision is illegal or unenforceable shall in no way affect any other provision hereof, and all other provisions hereof shall remain in full force and effect.

7. No Merger. The parties, for themselves and for their respective heirs, personal representatives, successors, successors in title and assigns as owners of the Verizon Parcel, the Nageotte & Burns Parcels and the Gibson Parcel, or any portion of them, hereby covenant and agree that, for so long as this Agreement shall remain in force and effect, the doctrine of merger shall not be applicable to this Agreement or to the easements, rights and obligations created hereunder.

8. No Barriers. The parties shall not erect or maintain, or permit to be erected or maintained, on their respective properties any parked vehicles, barriers, fences or other hindrances to free and unrestricted movement over, along and across the Access Easement Areas by pedestrian and/or vehicular traffic.

9. Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the applicable laws of the Commonwealth of Virginia:

10. Waiver. No delay or omission by either party in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this Agreement by any other party or parties shall be construed to be a waiver thereof. A waiver by any party of any of the obligations of any other party or parties shall not be construed to be a waiver of any subsequent breach of such obligation or a waiver of any breach of any other terms, covenants or conditions of this Agreement.

11. Title and Headings; References. Titles and headings to paragraphs herein are inserted for convenience or reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All paragraph references in this Agreement are to the paragraphs of this Agreement unless expressly stated to the contrary.

12. Entire Agreement. This Agreement contains the entire agreement between the parties hereto relating to the easements granted herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto. No modification, amendment or termination of this Agreement shall be valid, binding or enforceable unless the same is in written form, executed and acknowledged by or on behalf of the parties to this Agreement or their respective heirs, personal representatives, successors and assigns.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original and all of which taken together shall constitute a fully executed instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

VERIZON:

VERIZON SOUTH INC., a Virginia corporation

By: [Signature]  
Name: John M. Walker  
Its: Counsel

STATE OF Virginia

CITY/COUNTY OF Arlington, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Arlington, State of Virginia, this 3rd day of December, 2009, by John M. Walker, as Counsel of Verizon South. Inc., a Virginia corporation.

My commission expires: February 29, 2012  
Registration number: 104115

[AFFIX SEAL]

[Signature]  
Notary Public

