

Prepared by and after
Recording return to:
City Attorney's Office
22 Lincoln Street
Hampton, VA 23669
(757) 727-6127
(vfv)

RPC #6000998

EXEMPTION CLAIMED: Virginia Code § 58.1-811(A)(3)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 2ND day of August, 2006, by and among EAGLE LAND, LLC, a Virginia limited liability company ("Grantor" for purposes of indexing) and the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, a political subdivision of the Commonwealth of Virginia ("Grantee" for purposes of indexing).

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the mutual promises and conveyances of the parties and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties have agreed as follows:

1. Grantor hereby grants and conveys unto Grantee, its successors and assigns, with General Warranty, an exclusive perpetual easement seventy-five (75) feet in width located on the East side of Magruder Boulevard together with a perpetual easement on the corner of Magruder Boulevard and Floyd Thompson Drive (collectively, the "Easement"), for the sole purposes set forth herein, on a plat entitled "PLAT SHOWING SIGN AND LANDCAPE EASEMENT 75' S ACQUIRED FROM EAGLE LAND, LLC 3200 MAGRUDER BLVD., City of Hampton, Virginia", prepared by James F. Whitley, P. E., City Engineer, dated 16 August 2005, a copy of which is attached hereto as **Exhibit A** and made a part hereof, and to which reference is made for a more particular description.
2. The Easement is granted for the purpose of installing and maintaining landscaping thereon including without limitation, all of the following: shrubbery and/or trees, berms, pavement, sign(s) and/or monument(s), lighting, and an underground sprinkler system.
3. Grantee shall maintain all improvements installed within the Easement at its sole cost and expense.
4. The Easement, covenants, terms, conditions and other rights and obligations created by this Agreement are intended to run with the land, inuring to the benefit of and binding upon the successors and assigns of the parties to this Agreement.

5. This Agreement shall be recorded at the Clerk's Office if the Circuit Court of the City of Hampton, Virginia.

6. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

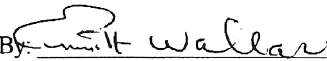
7. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competence jurisdiction of in the City of Hampton, Virginia.

8. This Agreement shall not be amended, changed, modified, waived or discharged in whole or in part except by written agreement signed by the parties hereto.

9. This Agreement supersedes that certain easement agreement dated September 27, 1990 and recorded in the Office of the Clerk of the Circuit Court of the City of Hampton in Deed Book 999, page 171.

WITNESS the following signatures and seals:

EAGLE LAND, LLC
a Virginia limited liability company

By:  (SEAL)

Its: Gemma B. Wallace

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF HAMPTON,**
a political subdivision of the Commonwealth of
Virginia

By:  (SEAL)
Chair

Approved as to Form:

Barbara F. Saccage
Deputy City Attorney

STATE OF Virginia
City of Hampton, to-wit:

The foregoing instrument was acknowledged before me this 31st day of July 2006, by Ernst Wallace of EAGLE LAND, LLC a Virginia limited liability company, on its behalf.

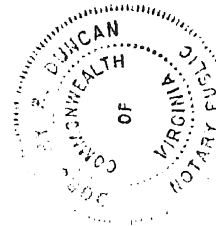
Jesus B. Hudgins
Notary Public

My Commission Expires: May 31, 2009

STATE OF VIRGINIA
City of Hampton, to-wit:

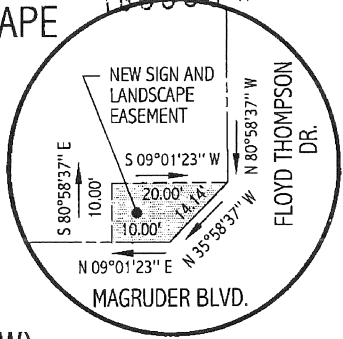
The foregoing instrument was acknowledged before me this 2nd day of August 2006, by Jack L. Ezzell, Sr. Chair of the INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF HAMPTON, Virginia, on behalf of the Authority.

Scotty R. Duncan
Notary Public



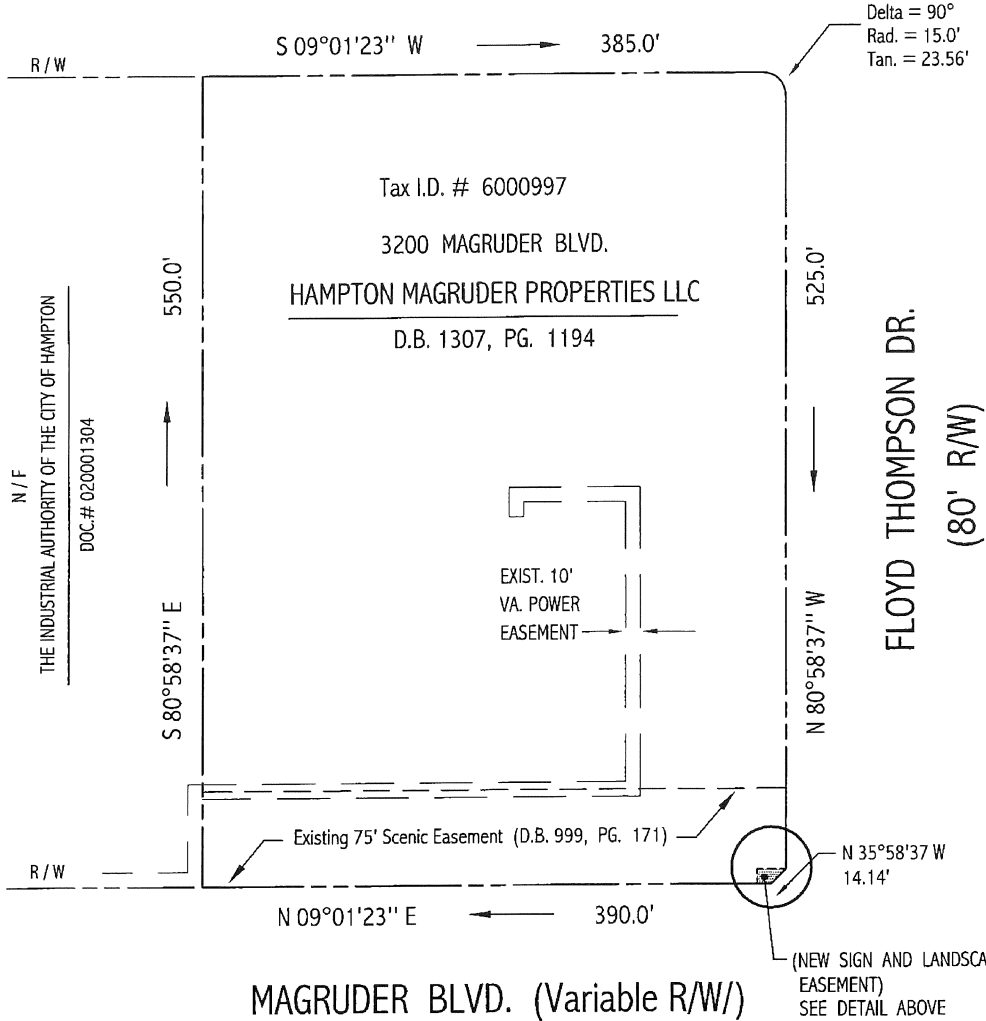
My Commission Expires: February 28, 2007

NEW SIGN AND LANDSCAPE EASEMENT DETAIL (N.T.S.)



REFERENCE MEDIAN
D.B. 999, PG. 175 (PLAT)

RESEARCH DR. (60' R/W)



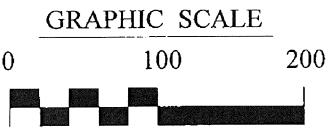
Delta = 90°
Rad. = 15.0'
Tan. = 23.56'

38 RESEARCH DR.
TAX I.D. # 6000996
N/F
THE INDUSTRIAL AUTHORITY OF THE CITY OF HAMPTON
DOC.# 020001304

- NOTES:
- 1. THIS PLAT IS FOR ACQUISITION PURPOSES ONLY AND DOES NOT REPRESENT A CURRENT FIELD SURVEY.
 - 2. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, COVENANTS AND OTHER MATTERS OF RECORD.

REFERENCES:
D.B. 999 PG. 171
D.B. 403 PG. 862

TAX MAP: 6M - 36 (PCA)



AREA = 150 sf +/- ; 0.003 (ac+)

PLAT SHOWING
**SIGN AND LANDSCAPE EASEMENT
ACQUIRED FROM**
Hampton Magruder Properties LLC
3200 Magruder Blvd.
Hampton, VA., 23666



CITY OF HAMPTON, VIRGINIA
Walter B. Crockett
Walter B. Crockett, L.S., City Surveyor
CITY OF HAMPTON - ENGINEERING SERVICES
22 LINCOLN ST. HAMPTON, VA, 23669

DRAWN BY: TWC DATE: 16 AUGUST 2005
SCALE: 1"= 100' REVISED DATE: 18 JULY 2006

PG0601 AUG-3 06

INSTRUMENT #060020268
RECORDED IN THE CLERK'S OFFICE OF
HAMPTON ON
AUGUST 3, 2006 AT 01:44PM
LINDA B. SMITH, CLERK
RECORDED BY: YXM