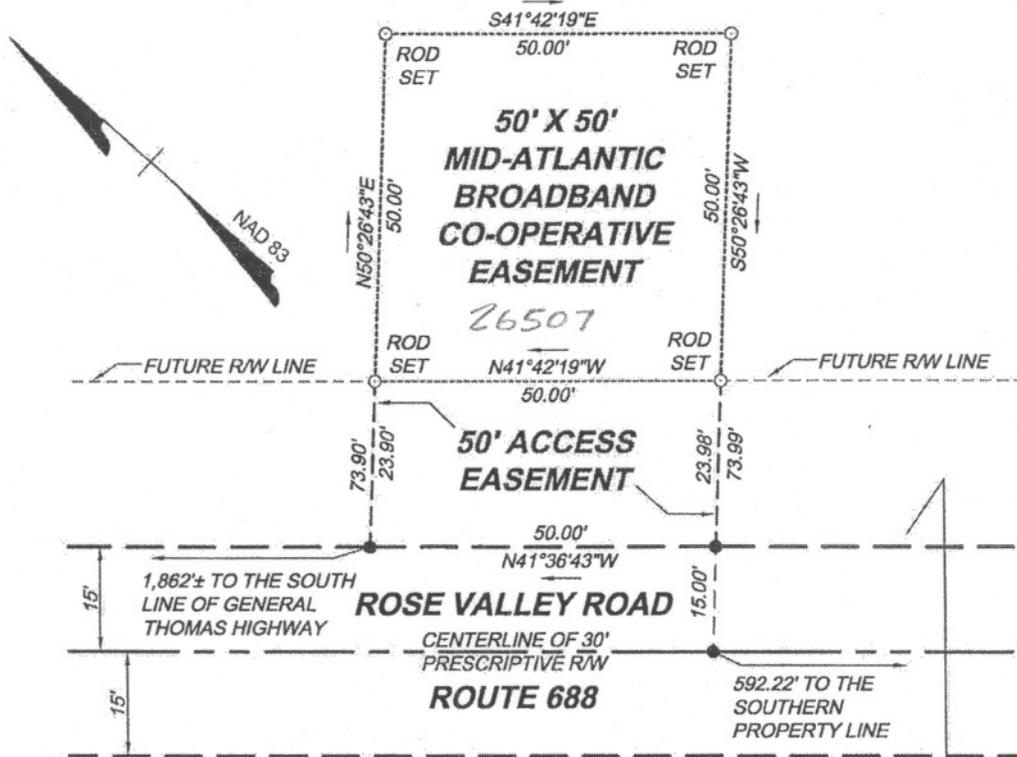


DALLAS O. JONES

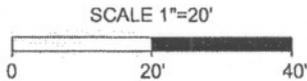
JOHN T. TOMPKINS, III, TRUSTEE
TURNER LAND TRUST
T.M. #92-18

APPROVED FOR RECORDATION
IN SOUTHAMPTON COUNTY, VIRGINIA

DIRECTOR OF PLANNING _____ DATE _____



JOHN T. TOMPKINS, III, TRUSTEE
TURNER LAND TRUST
T.M. #92-18



Based on graphic determination this property is in zone "X" of the HUD defined flood hazard area as shown on F.E.M.A. Flood Insurance Rate Map, Community Panel #51175C0315 C dated 9/4/02.

This is to certify that on 1-21-11 to the best of my professional knowledge and belief; I made an accurate field survey of the premises shown hereon; that all improvements known or visible are shown hereon; that there are no visible encroachments by improvements either from adjoining premises or from subject premises upon adjoining premises other than as shown hereon.

This survey was prepared without the benefit of a title binder and may therefore not show all existing easements or other pertinent facts which may affect the property.

PLAT SHOWING A
**50' X 50' MID-ATLANTIC
BROADBAND CO-OPERATIVE
EASEMENT AND A 50' ACCESS
EASEMENT ON THE PROPERTY OF
TURNER LAND TRUST**
FRANKLIN DISTRICT
SOUTHAMPTON COUNTY, VIRGINIA

THIS DRAWING PREPARED AT THE TRI-CITIES OFFICE 4260 Crossings Blvd Prince George, VA 23875 TEL 804.541.6600 FAX 804.751.0798 www.timmons.com	YOUR VISION ACHIEVED THROUGH OURS.	Date: 1-26-11	Scale: 1"=20'
		Sheet 1 of 1	J.N.: 31038-903
Site Development Residential Infrastructure Technology	Drawn by: JNL	Checked by: WMN	

TIMMONS GROUP

SAMPLE
INSTRUMENT

Prepared By and Return To:
Don D. Searce
TEC, LLC
4007 Pittwood Drive
Danville, Virginia 24540
Tax Parcel Number: T.M. 67A1-A-66

EASEMENT AGREEMENT

This Easement Agreement (the "Easement") is made on _____ by and between Sussex County (Grantor"), whose address is 20315 Princeton Road, Sussex, Va. 23884 and **MID-ATLANITC BROADBAND COOPERATIVE**, A Virginia non-stock corporation ("Grantee"), whose address is Riverstone Technology Park c/o MBC, 1100 Confroy Drive, Box 4, South Boston, Virginia 24592.

Grantor is the owner of certain real estate located at _____ Confederate Avenue in the [City/ Town] of Stoney Creek, Virginia, as more particularly described on Exhibit A attached hereto (the "Property"). Grantee has requested that Grantor grant and convey an easement as further described herein to Grantee for the construction and operation of certain telecommunications facilities by Grantee.

Now, therefore, in consideration of the sum of ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to Grantee, its successors and assigns, a fully paid, permanent perpetual easement to construct, erect, install, lay, and thereafter use, operate, inspect, maintain, repair, replace and remove a telecommunications system, consisting of wires, cables, conduits, wireless communications equipment, shelters, generators and other related above ground and subsurface fixtures, equipment, appurtenances and facilities (collectively, the "Facilities") on the Property, as it exists on the date of this Easement and as depicted on the plat attached hereto as Exhibit A (the "Easement Area")

Grantee shall construct the Facilities at its sole expense in accordance with applicable laws and safety codes, and shall promptly repair any damage to the Property resulting from such construction. The Facilities shall be maintained and repaired at the sole expense of Grantee and shall remain the property of Grantee. Grantee shall have the right to make changes, alterations or substitutions of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such changes, alterations or substitutions do not unreasonably interfere with Grantor's improvements or use of the Property.

The Easement granted hereunder includes the right of Grantee to access the Easement Area as needed for exercise its rights hereunder with respect to the Facilities. Except for emergency work, Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and egress shall not unreasonably interfere with Grantor's improvements or use of the Property.

Grantee agrees to indemnify and hold harmless Grantor from, for and against any loss, damage, liability, deficiency or claim (including, without limitation, reasonable attorneys' fees) in connection with any injuries to any person or damage to any property directly resulting from Grantee's

construction, instillation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the Facilities.

Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and its heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement. In the event Grantor is a married individual, the spouse of Grantor shall join in and execute and deliver this instrument as Grantor hereunder.

Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by the other in order to carry out the provisions of this Easement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and total payment for the rights set forth herein. All provisions of this Easement, including the benefits and burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind any person having at any time any interest or estate in the Easement Area as through such provisions were recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy agreement pertaining thereto.

Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of law or court order, upon dissolution of Grantee under the laws of the State of Virginia, all of Grantee's rights set forth herein shall cease and be of no force and effect.

This Easement shall be constructed in accordance with, and governed by, the laws of the Commonwealth of Virginia without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

GRANTOR SIGNATURE(S):

Name: _____

Name: _____

ACKNOWLEDGMENT BY GRANTOR

STATE OF VIRGINIA

CITY/COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2010, personally appeared _____, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

Notary Public in and for said State

[SEAL]

My Commission Expires: _____

[Signature Page for Easement Agreement dated _____, 2010]

MID ATLANTIC BROADBAND COOPERATIVE

By: _____

Name: _____

Title: _____

STATE OF VIRGINIA

CITY/COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2010, personally appeared _____, the _____ of MID-ATLANTIC BROADBAND COOPERATIVE, a Virginia non-stock corporation, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

Notary Public in and for said State

[SEAL]

My Commission Expires: _____

MBC and ODU win \$10M Broadband Technology Grant September 6, 2010

GigaParks Position Virginia as No. 1 Southern State for Rural Broadband Development

Old Dominion University has partnered with the Mid-Atlantic Broadband Cooperative to win a \$10 million grant from the Federal Broadband Stimulus Program for a project that will greatly expand the scope and speed of fiber optics communications networks in southeastern Virginia.

The grant from the U.S. Department of Commerce's National Telecommunications and Information Administration was announced in Washington Wednesday, Aug. 18, by Vice President Joe Biden.

MBC and ODU are each investing \$1.2 million in the project, to cover total costs of nearly \$12.5 million. Plans call for 170 miles of high-speed Internet infrastructure to be built during the next two years as part of the national Broadband Technology Opportunities Program.

For ODU, the project will provide more efficient and dependable high-speed communication technology to advance research and education on campus, and to support outreach services.

"Old Dominion University is pleased to have partnered with Mid-Atlantic Broadband Cooperative to develop and sponsor this grant," said the university's president, John R. Broderick. "This is an investment that opens incredible opportunities for economic development and innovations for education program delivery in the region."

"As an anchor institution and large consumer of broadband communication in Hampton Roads, Old Dominion will reach out to local communities and institutions to develop a collaborative effort for expanding the availability, reach and application of high-speed broadband communications."

MBC is an independent and not-for-profit, open-access fiber optic backbone provider that already has installed 800 miles of fiber optic cable, most of it serving low-population and economically depressed localities in Southside Virginia. Tad Deriso, the MBC president and CEO, called the new project "really the linchpin of our entire strategy to help connect all of southern Virginia to the rest of the world."

Internet infrastructure tends to support services to high-population and, therefore, high traffic areas. Many services are not available or too expensive in rural areas. That is why the federal and state governments since 2004 have supported MBC's startup as a broadband wholesaler in an under-served Southside Virginia region that needs new

economic development. The region has lost jobs in tobacco farming and warehousing, and in cotton mills and other manufacturing.

The 170 miles of new infrastructure will extend in a mesh from existing MBC network connection points in Emporia and Wakefield. It will be constructed in Southampton, Sussex, Surry and Isle of Wight counties and the cities of Suffolk and Franklin. Deriso said more than 60 community anchor institutions, such as schools, hospitals and emergency response departments, will be connected. This will allow those institutions to purchase new telecom services from MBC's members, which are private-sector telecom providers. *

But extending broadband infrastructure to underserved areas was not the only goal in MBC and ODU's application for the stimulus grant. The new network will also deploy Infinera's Digital Optical Network to extend the reach of MBC's highly scalable, open-access transport network into the Norfolk market. This will enable diverse access to other MBC member networks in the region, including Intellifiber, Level3, Verizon and Qwest Communications.

"The open-access network will improve broadband communication speeds and options for the region, creating economies of scale for the cost of commodity Internet services," said Rusty Waterfield, ODU's assistant vice president for computing and communications services. "This provides network assets and services to help drive economic development, and enable collaboration among education, library, hospital and research institutions."

Broderick and Deriso praised Waterfield and Wayne Jones, who directs network and communications services in Waterfield's office, for their role in preparing the grant application. "We are grateful for the effort our team put into this," Broderick said.

Jones said a major beneficiary of the new network's reach into Hampton Roads will be the Eastern Lightwave Interconnect Enterprise (E-LITE) regional network, which provides high-speed connections between ODU and its Virginia Modeling, Analysis and Simulation Center (VMASC); the College of William and Mary; Thomas Jefferson National Accelerator Facility, and other federal agencies.

The five-year-old E-LITE, which supports research and education through 1-10 gigabytes per second connections, currently can access only one path to Internet service providers in Northern Virginia. "Right now we have a single linear path between Northern Virginia and Norfolk for the bulk of our commodity service," Jones said. "This path is susceptible to service interruptions that can put us on our knees, such as one caused by a fire in Richmond."

Jones said E-LITE will gain from the MBC network an alternate path to Northern Virginia, "providing system redundancies." In addition, E-LITE will benefit from new ways to provide broader and cheaper services.

The redundant connection will give ODU's Teletechnet distance learning program a more affordable and reliable broadband connection with community colleges in Virginia. This will be a boon to video conferencing, streaming video and other online interactive instructional delivery. The better service will also extend to ODU and WHRO public broadcasting's delivery of educational content to public schools.

Broderick said he envisions the project with MBC also supporting the Business Gateway office that ODU opened earlier this summer to strengthen entrepreneurial ties between the university and regional businesses. "This initiative supports our recent launch of Business Gateway as a business-friendly entry point to the intellectual capital, innovative technologies and world-class infrastructure of the university," he said.

As an example, Deriso said he could see the new broadband service allowing ODU's VMASC to do computer simulation work with a tire research center in South Boston.

Jones suggested that new direct communications with the city of Franklin might allow ODU to take a greater role in retraining the workforce of the International Paper (old Union Camp Corp.) pulp and paper plant that closed there recently.

Outside of economic development, Jones added, the project will give ODU the opportunity to purchase more bandwidth at affordable rates, allowing students on the Norfolk campus greater freedom in accessing online applications and services. "This can be for research, as well as for recreation," he said.

MBC's advanced open-access fiber optic backbone network provides wholesale optical transport services, collocation, dark fiber, and tower construction/leasing. More than 55 private sector telecom providers are members of MBC. They use MBC's open access network to expand their network reach, reduce their transport costs, enable new services and applications and drive advanced broadband services in Southern Virginia.

The cooperative's mission is economic development, job creation and private sector investment in Southern Virginia. For more information about MBC, visit www.mbc-va.com.

From ODU News