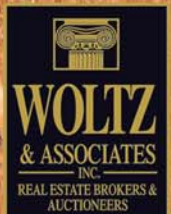


HOGAN LAKE PROPERTY INFORMATION PACKET

- 1,733± Acres
- 40± Acre Private Lake
- 7± Miles of Trails
- Joins National Forest

Contact

David Boush, REALTOR 540-871-5810 (mobile)
Sam Hardy, REALTOR 540-761-9166 (mobile)
800-551-3588 • woltz.com



Hogan Lake Property Description

Hogan Lake Property is an incredible property that features 1733 acres that joins National Forest on a large portion of the north boundary and also includes a 40-acre lake. Enjoy over 7± miles of interior roads/trails throughout this recreational paradise. Hogan lake offers excellent fishing and this property has an abundance of wildlife. Ridge tops offer long range views, and property neighbors the Draper Valley Golf Course and is located only minutes to I-81. A multitude of potential uses. Call us today for a personal showing!

Zoning: PUD

Directions

I-81 Exit 89B (Draper, VA) onto US11 N for .2 mile to right onto Big Valley Road to Left on Fairway Drive to Right onto Atwood Drive to Right (before cul-de-sac) onto gravel road and gate.

Contacts for Showing Property:


David Boush - Associate Broker Woltz & Associates Inc

Mobile (540) 871-5810

Sam Hardy - Associate Broker Woltz & Associates Inc

Mobile (540) 761-9166

Listing Description

Prop Type: Land		Address: 0 Atwoods DR , Pulaski , VA 24301			
	List Number	834176	Status	Active	
	List Price	\$ 2,995,000	Subdivision Map		
	Land Type	Land (Acreage)	Lot	0	
	Land Sub-Type	Other - See Remarks	Block	0	
	Total Acreage	1733.00	Section	0	
	Lot Dimensions	0	Tax ID	089-001-0000-0001	
	Annual Taxes	\$ 5,542	Zoning Code		
	Municipality	Pulaski County	Manufactured Allowed	No	
	Listing Type: Exclusive Right to Represent Seller				
	Area: 3000 - Pulaski County				
Area Ext:					
Subdivision: N/A					
Phase: 0.00					
Total Acreage	1733.00	Acres Fenced		Elementary School	Other - See Remarks
Road Frontage		Acres Wooded	1,693.00	Middle School	Other - See Remarks
Water Class	N/A	Acres Cleared		High School	Other - See Remarks
Water ID		Length of Waterfront		Price Per Acre	1728.00
Directions: I81 Exit 89B (Draper, VA) onto US 11 N for .2 miles to right onto Big Valley Road to L on Fairway Dr to R onto Atwoods Drive to R (Before cul-de-sac) onto gravel road and gate Public Remarks: Hogan Lake Property is an incredible property that features 1733± acres that joins National Forest on a large portion of the North Boundary and also includes a 40 acre lake. Enjoy over 7± miles of interior roads/trails throughout this recreational paradise. Hogan Lake offers excellent fishing and this property has an abundance of wildlife. Ridge tops offer long range views, and property neighbors the Draper Golf Course and is located only minutes to I81. A multitude of potential uses. Private Remarks: R/W to show is off Atwoods Dr through Draper Valley Golf Community (Multiple r/w's to the property) Show by appointment only. See documents. Taxes estimated by agent.					
Showing Instr	Other - See Remarks		Gas Description:	None Available	
Showing Instructions:			Water Description:	Private Well	
Land Description: Varied			Sewer Description:	Private Septic	
Views:	Golf Course; Lake; Mountain; Sunrise; Sunset		Limited Service:	Not Limited Service	
Misc Features:	Horses Permitted; Pond; Stream; Other - See Remarks				
Property Description:	Borders Golf Course; Views; Wooded				
Documents Available:	Deed Restrictions; Survey; Topo / Aerial Map				
Internet Access:	Undetermined				
Electric Description:	Available				
Owner: Thornspring Group LLC 540-871-5810			Tenant:		
Subagent Authorized	No	Lock Box Y/N	None	List Date	02/21/2017
SA Comp	0	Lock Box Hours	N/A	Days On Market	0
Cumulative DOM	0	Buyer Agt Authorized	Yes	Yard Sign	No
Prop Owners Assoc	No	BA Comp	4	POA Dues	0.00
Variable Rate Brkrge	No	Expiration Date	11/12/2017		
LA: DAVID POWELL BOUSH Mobile : (540) 871-5810 Office : david@woltz.com LO: WOLTZ & ASSOCIATES Office : (540) 342-3560 Office : jim@woltz.com Co-LA: JAMES L WOLTZ of WOLTZ & ASSOCIATES Other Phone : (540) 929-4582 Office : jim@woltz.com					
<i>Provided as a courtesy of</i> Lindsey Guilliams, Office Staff WOLTZ & ASSOCIATES 23 FRANKLIN ROAD ROANOKE, VA 24011 Office - (540) 342-3560 lindsey@woltz.com http://www.woltz.com					

Tax Information

This property's information:

Mailing Address

not found in layer buildings

Parcel No: 089-001-0000-0001

Account Number: R019484 0

Owner: THORNSPRING GROUP L L C THE

Owner Addr.: PO BOX 709

Owner Addr. (cont.):

Acreage: 1731.979

Deed Page: D 3958

Deed Book: D 2007

Legal Desc.: WATER SHED

Sale Price: 400000

Sale Date: 20070809

Current Land Value: 866000

Current Improvement Value: 0

Current Total Value: 866000

The property information is provided by Commissioner of the Revenue, Pulaski County, VA.

The acreage information is provided by the source deed.

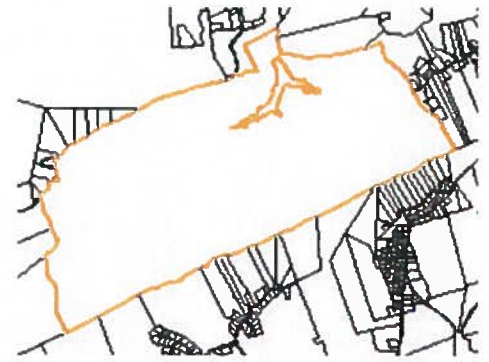
All information is for general reference purposes only.

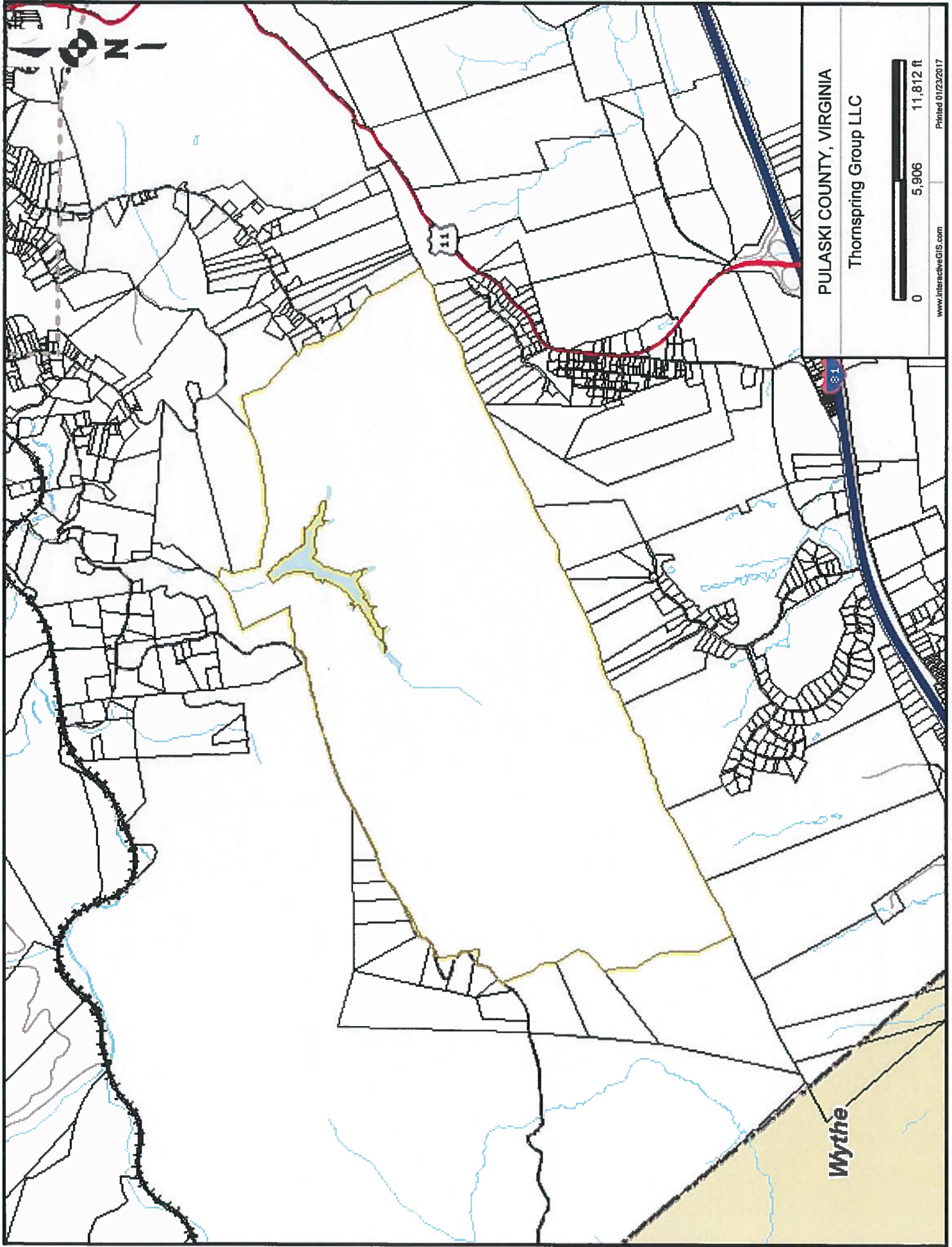
Library Pulaski County Libraries

Parks Pulaski County Recreation Department

Wikipedia Pulaski County, VA

In case of emergency call 911.





PULASKI COUNTY, VIRGINIA

Thornspring Group LLC

0 5,906 11,812 ft

www.interactiveGIS.com

Printed 01/23/2017

Wythe

ZONING

PUD

**Planned Unit
Development**

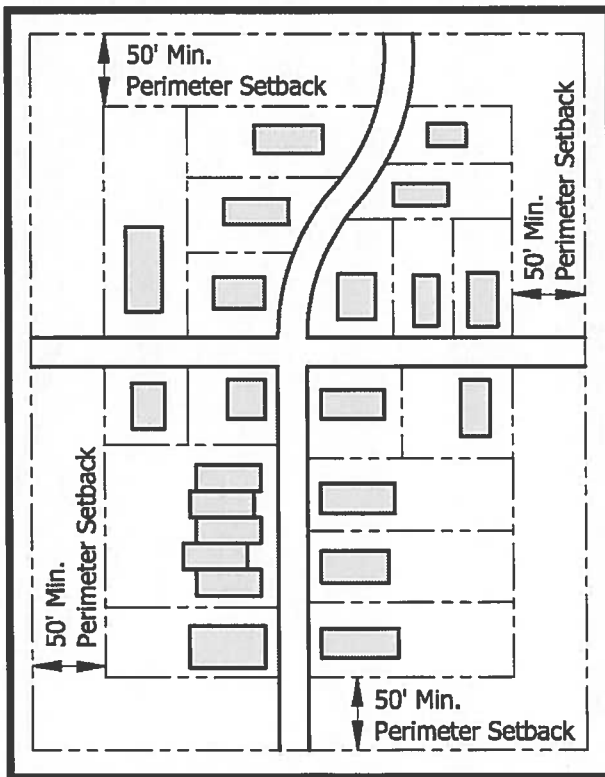
4.15 Planned Unit Development (PUD)

A. Statement of Intent: The intent of this district is to allow for greater flexibility in development than could otherwise be achieved through strict application of this Ordinance and that will result in innovative design, improved character, and enhanced quality of residential and mixed-use developments. Specifically, this district is designed to fulfill the following objectives:

1. Provide for design flexibility in laying out master planned residential and mixed-use developments;
2. Encourage preservation of natural and scenic features of open space;
3. Allow for higher density development in suitable areas; and
4. Encourage high-quality developments that improve the standards of living for Pulaski County residents.

B. Allowed Uses: Allowed uses for the district can be found in Table 4.1, later in this Article.

C. Lot Standards:



Minimum PUD Size	5.0 acres
Minimum Lot Width	Determined by Master Plan
Minimum Road Frontage	Determined by Master Plan
Maximum Building Height	60 feet
Maximum Lot Coverage	30%
Building Setbacks	Perimeter: 50 feet
Maximum Density (average)	20 dwelling units per acre
Accessory Building Maximum Height	18 Feet

D. Special Provisions: Special Provisions for the Planned Unit Development District are as follows:

1. A master plan detailing the site layout, land uses, transportation network, dwelling units, square footage of commercial space, traffic impact analysis or study, and other applicable items defined in either Article 3 of this Ordinance or by the UDO Administrator shall be submitted in conjunction with any rezoning request for a PUD. Any existing property zoned PUD prior to the adoption of this Ordinance shall not be allowed to develop any portion of the property for any use or purpose until a master plan has been reviewed and approved pursuant to Article 3 of this Ordinance.
2. Open Space Requirements:
 - a. At least fifty percent (50%) of the total PUD area shall be open space.
 - b. The Open space shall be available and accessible to all occupants and businesses located in the PUD for use and enjoyment.
 - c. A property owners' association, or similar entity, shall be formed to own and maintain the Open Space. The property owners' association, or similar entity, shall be formed prior to the sale of any lots and shall be mandatory for all residential property owners.
 - d. The UDO Administrator may withhold the approval of site plans, subdivision plats, or other approvals if the open space is determined, by the UDO Administrator, to not meet the criteria in this Section.
3. All utilities shall be placed underground, with the exception of above-ground utility enclosure boxes, which shall be screened with landscaping.
4. Minimum building setbacks between detached dwellings on the same property shall be ten (10) feet.

4.20 Modifications to the Official Zoning Map and Zoning Districts: Additional zoning districts may be added from time to time upon recommendation of the Planning Commission to the Board of Supervisors, as identified in this Ordinance. Proposed changes to the Official Zoning Map, including the addition of new zoning districts, may be submitted by the Planning Commission or any other interested party.

4.21 Land Use Table: The table beginning on the following page is intended to match specific uses of property with the zoning districts in which the uses are permitted. There are several categories of uses, Permitted Use, Conditional Use, Special Use Permit, and Prohibited Uses, which are defined as follows:

- A. Permitted Use (P):** Uses that are permitted by-right within the respective zoning district. Permitted Uses are subject to all other applicable standards of this Ordinance.
- B. Conditional Use (C):** Uses that are permitted by-right within the respective zoning district, as long as certain additional standards are met. The additional standards are identified later in this Article. Conditional Uses are subject to all other applicable standards of this Ordinance.
- C. Special Use Permit (SUP):** Uses that are permitted within the respective zoning district only after review and approval of a Special Use Permit, in accordance with the provisions of this Ordinance.
- D. Prohibited Uses (blank):** Uses that are not permitted within the respective zoning district.

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Residential																
Accessory Dwelling	C	C	C	C	C	C	C	C	C	C	C	C	C			
Accessory Use	P	P	P	P	P	P	P	P	P	P	P	P	P			
Commercial/ Industrial Housing									SUP	SUP	SUP	SUP				
Duplex					P	P	P						P			
Farm Worker Housing	C	C														
Group Home	P	P	P	P	P	P	P	P					P			
Manufactured Home	P	P	P		P											
Manufactured Home Park		SUP	SUP													
Multi-family							P		P	P			P			
Second Manufactured Home	SUP	SUP	SUP													
Second Single-family Detached	SUP	C	C	SUP	SUP	SUP	SUP									
Single-family Attached						C	C						C			
Single-family Detached	P	P	P	P	P	P	P	P					P			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Agricultural/ Conservation																
Agriculture	P	P								P	P	P	P			
Agritourism	C	C								C	C	C	C			
Animal Hospital/ Veterinary Clinic	SUP	P						P	P	P			P			
Biomass Conversion	C	C						C		C	C	C				
Forestry/ Timber Operations	P	P											P			
Horse Riding School/ Horse Training Facility/ Commercial Stables	P	P	P					P					P			
Kennel/ Animal Shelter	SUP	P						SUP	SUP	P	P					
Large-scale Agriculture	SUP	C									SUP	SUP				
Livestock Market		SUP						SUP	SUP	SUP	SUP					
Ponds- 2 Acres or More	P	P	SUP										P			
Residential Chicken Keeping			C	C	C								C			

Table 4.1: Land Use Table

Table 4.1: Land Use Table																
Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Agricultural/ Conservation (cont.)																
Small-scale Agriculture			C					C					C			
Wildlife Rehabilitation Center	P	P							SUP	SUP	SUP					
Wildlife Sanctuary/ Game Reserve	P	P											P			
Winery	C	C	C					C								
Commercial Services																
Adult Oriented Business									SUP							
Agricultural Equipment Sales & Servicing	SUP	C						C	C	C						
Artisan Workshop	C	C	C	C	C	C	C	C	C	C			C			
Car Wash								P	P	P			P			
Commercial Assembly Hall		SUP						P	P	P			P			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Commercial Services (cont.)																
Gas Station/ Convenience Store								P	P	P			P			
Home Occupation	C	C	C	C	C	C	C	C	C	C			C			
Home Business	C	C	C					C	C	C			C			
Manufactured Home Sales								SUP	SUP	SUP	SUP					
Mixed-use								SUP	SUP	SUP			P			
Mobile Food Vending							C	C	C	C	C	C	C			
Motor Vehicle Sales & Service								SUP	C	C						
Motor Vehicle Service/ Repair								C	C	C						
Neighborhood Commercial								C	C	C			C			
Nursery/ Garden Center	P	P						P	P	P			P			
Outdoor Sales								C	C	C	C	C				

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Commercial Services (cont.)																
Produce Stands	C	C	C					C	C	C			C			
Personal Services								P	P	P			P			
Professional Offices								P	P	P	P	P	P			
Restaurant								P	P	P	P	P	P			
Retail Businesses								P	P	P			P			
Tattoo/ Body Art Parlor									SUP	SUP						
Wholesale Operations									P	P	P	P				
Lodging																
Bed & Breakfast	C	C	C	C	C	C	C	C					C			
Hotel/ Motel								SUP	P	P			P			
Inn	C	C	C					C	C				C			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Health/ Human Care																
Assisted Living/ Nursing Home/ Long-term Care						SUP	SUP	SUP	C	C			C			
Day Care Center (child or elderly)						SUP	SUP	C	C	C	C	C	C			
Family Day Care Home (child or elderly)	C	C	C	C	C	C	C	C					C			
Hospitals									P	P	P	P	P			
Medical Offices & Clinics								P	P	P	P	P	P			
Treatment/ Rehabilitation Clinic								P	P	P	SUP	SUP	P			
Recreation/ Entertainment																
Campgrounds & Recreational Vehicle Parks	C	SUP	SUP					C					C			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Recreation/ Entertainment (cont.)																
Camping- Long Term	C	C	C	SUP	SUP			C					C			
Commercial Dock/ Marina/ Yacht Club								P	P	P			P			P
Commercial Indoor Recreation Facility									P	P			P			
Commercial Indoor Shooting Range								SUP	P	P	SUP		P			
Commercial Outdoor Recreation Facility	SUP	SUP						P	P	P			P			
Commercial Outdoor Shooting Range	SUP	SUP						SUP		SUP			P			
Country Club	SUP	SUP						P	P				P			
Day Camp/ Summer Camp	C	C	SUP					C	C				C			
Golf Course	SUP	SUP	SUP					P	P				P			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Recreation/ Entertainment (cont.)																
Hunting Club/ Outdoor Lodge	P	P	SUP					P					P			
Large-scale Commercial Outdoor Recreation Facility									SUP	SUP	SUP		C			
Residential Dock	P	P	P	P	P	P	P	P	P	P	P		P			P
Theaters & Auditoriums								SUP	P	P			P			
Civic/ Institutional																
Bus/ Railroad Station									SUP	SUP	SUP					
Business/ Trade School		SUP						P	P	P	SUP		P			
Cemetery	SUP	SUP	SUP					SUP	SUP	SUP			P			
Club, Lodge, Union Hall, or Social Center	SUP	SUP	SUP			SUP	SUP	P	P	P			P			
College/ University	SUP	SUP						SUP	SUP	SUP			P			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Civic/ Institutional (cont.)																
Conference or Exhibition Center								P	P	P	SUP	SUP	P			
Correctional Facility											SUP					
Funeral Home								P	P	P			P			
Government/ Public Safety	P	P	P	P	P	P	P	P	P	P	P	P	P			
Landfill															P	
Museum	SUP	SUP	SUP					P	P	P	P	P	P			
Park	P	P	P	P	P	P	P	P	P	P	P	P	P			
Private School	SUP	SUP	SUP					P	P	P	SUP		P			
Public School	SUP	SUP	P	P	P	P	P	P	P	P	SUP		P			
Religious Assembly	SUP	P	P	P	P	P	P	P	P	P	SUP		P			
Sewage Treatment Plant											SUP					
Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P			

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Industrial																
Above Ground Storage Tanks	SUP	SUP						SUP	SUP	C	C	C				
Airport											SUP	SUP		P		
Boat Yard								SUP	SUP	P	P	P				
Concrete & Asphalt Plants										SUP	SUP	SUP				
Contractor's Office								C	C	C	C	C	C			
Fabrication										P	P	P	P			
Food Processing										SUP	P	P				
Junk/ Salvage/ Recycling Operation										SUP	SUP	SUP				
Light Assembly									P	P	P	P	P			
Manufacturing											P	P				
Meat Processing		SUP						SUP	SUP	C	C	C				

Table 4.1: Land Use Table

Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Industrial (cont.)																
Mini-warehouse or Self-service Storage									P	P	P	P				
Power Generation Plant											SUP	SUP			SUP	
Private Airstrip	SUP	SUP									SUP	SUP				
Research & Laboratory									P	P	P	P	P			
Slaughterhouse		SUP									SUP					
Small-scale Junk & Salvage Operation		SUP						SUP	SUP	C	C	C				
Small-scale Slaughterhouse	SUP	SUP						SUP		SUP	SUP					
Telecommunication Towers	SUP	SUP	SUP			SUP	SUP	SUP	SUP	SUP	SUP	SUP	C			
Warehouse or Distribution Operation									SUP	P	P	P				
Wind Turbines- Large	SUP	SUP								SUP	SUP	SUP	C			
Wind Turbines- Medium	SUP	C	SUP					SUP	SUP	SUP	C	C	C			

Table 4.1: Land Use Table

Table 4.1: Land Use Table																
Uses	Districts															
	C	A	RR	R	LR	MR	HR	RC	CM	LI	I	PID	PUD*	AO	LO	CLO
Wind Turbines- Small	SUP	C	C	SUP	C	SUP	SUP	C	C	C	C	C	C			
Natural Resources																
Quarry		SUP								SUP	SUP					
Coal/ Lumber Yards		SUP								SUP	SUP					
Mining & Mineral Extraction		SUP								SUP	SUP					
Natural Resource Extraction		SUP								SUP	SUP					
Sawmill		SUP								SUP	SUP					
<p>* PUD- can combine any of the identified uses in their master plan; however, uses must be designated at the time of PUD zoning and cannot be changed without modification of the zoning</p>																

Easements

VA. SEC. RTE. #610
"CASE KNIFE RIDGE ROAD"

C:\Program Files\Maptech\Terrain Navigator\40532of4.tif

SITE

VICINITY MAP
- Not to Scale -

TAX PARCEL 080-001-0000-0014
PROPERTY OF
EDWARD J. TAUBMAN
SHARON M. TAUBMAN
DEED BOOK 615, PAGE 776
PLAT BOOK 6, PAGE 150

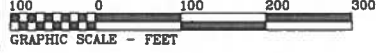
TAX PARCEL 080-001-0000-0170
PROPERTY OF
EDWARD J. TAUBMAN
SHARON M. TAUBMAN, ET ALS
DEED INSTRUMENT No. 200401370

TAX PARCEL 080-011-0000-0005
PROPERTY OF
LEO J. CRANDALL
ETHELENE I. CRANDALL
DEED INSTRUMENT No. 190004469
P.C. 1, SLIDE 317, SLIDE 8

TAX PARCEL 080-001-0000-0014
PROPERTY OF
EDWARD J. TAUBMAN
SHARON M. TAUBMAN
DEED BOOK 615, PAGE 776
PLAT BOOK 6, PAGE 150



LEGEND	
-X-X-	Fence
-R-R-	Adjoiner
-O-O-	Overhead Electric Line
-C-C-	Creek/branch



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY, 2011 AT... M. THIS MAP RECEIVED IN OFFICE, AND, ADMITTED TO RECORD.

CLERK / DEPUTY CLERK

GPS
N = 3541511.7627
E = 10808267.7759

1731.979 AC.

SEE JOB No. 4053A SHEET 1 OF 2

PLAT SHOWING
RIGHT-OF-WAY
FOR INGRESS AND EGRESS OF
THE THORNSPRING GROUP, L.L.C.,
LOCATED ON VIRGINIA SECONDARY ROUTE #610
"CASE KNIFE RIDGE ROAD"

DRAPER MAGISTERIAL DISTRICT
PULASKI COUNTY, VIRGINIA
SCALE: 1" = 100' DATE: 27 FEBRUARY 2009
L. J. QUISENBERRY, LICENSED LAND SURVEYOR
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE & FAX: (276)-729-7471 * E-MAIL: quisesurvey@comcast.net

REVISED: 6 JULY 2011

JOB No. 4053A SHEET 3 OF 5

TAX PARCEL 005-001-0000-0001
PROPERTY OF
THE THORNSPRING GROUP, L.L.C.
DEED INSTRUMENT No. 2007000358

APPROXIMATE LOCATION OF 1906 PLAT
50' RIGHT-OF-WAY

TAX SECTION 007-001-0000-0019
PROPERTY OF
T & M SOUTHWEST, L.L.C.
DEED INSTRUMENT No. 0911763
TRACT #

Course	Bearing	Distance	Course	Bearing	Distance
1-2	S 75°18'33" W	780.00'	28-30	N 82°18'32" W	43.20'
2-3	Race 501.78'	ARC 68.07'	30-31	S 74°20'27" W	32.97'
Curve 1	Tan: 33.08'	CA 6°51'38"	31-32	S 48°34'34" W	34.42'
	Chd: S 60°51'04" W	66.63'	32-33	S 27°56'50" W	43.46'
3-4	Race 501.78'	ARC 133.55'	33-34	S 18°42'47" W	93.24'
Curve 2	Tan: 67.10'	CA 13°52'03"	34-35	S 25°24'47" W	76.24'
	Chd: S 56°29'13" W	133.22'	35-36	S 39°45'45" W	49.30'
4-5	S 48°33'11" W	58.60'	36-37	S 64°03'52" W	41.38'
5-6	S 48°33'11" W	186.15'	37-38	N 84°03'35" W	40.24'
6-7	S 48°33'11" W	8.83'	38-39	N 67°53'39" W	75.48'
7-8	Race 387.84'	ARC 151.97'	39-40	N 78°02'08" W	54.89'
	Tan: 76.87'	CA 22°26'42"	40-41	S 82°14'11" W	51.54'
Curve 3	Chd: S 38°18'59" W	151.00'	41-42	S 84°36'57" W	68.85'
8-9	N 66°15'42" W	155.48'	42-43	S 87°18'10" W	47.35'
9-10	Race 475.60'	ARC 319.86'	43-44	N 01°39'42" E	39.45'
	Tan: 186.26'	CA 38°34'57"	44-45	N 39°43'22" E	32.37'
Curve 4	Chd: N 48°56'13" W	313.65'	45-46	N 67°36'28" E	83.18'
10-11	N 28°49'44" W	124.60'	46-47	N 62°23'31" E	107.78'
11-12	Race 428.00'	ARC 241.82'	47-48	N 68°24'16" E	74.89'
	Tan: 124.28'	CA 32°36'00"	48-49	N 24°27'53" E	72.88'
Curve 5	Chd: N 48°56'44" W	238.57'	49-50	N 03°31'01" E	31.18'
12-13	N 67°18'44" W	183.23'	50-51	N 07°38'51" W	78.91'
13-14	Race 1000.00'	ARC 167.26'	51-52	N 09°11'18" W	115.47'
	Tan: 83.83'	CA 8°35'01"	52-53	N 08°18'48" E	77.37'
Curve 6	Chd: N 67°04'58" W	167.07'	53-54	N 34°18'37" E	29.96'
14-15	Race 1000.00'	ARC 42.74'	54-55	N 48°32'21" E	106.57'
	Tan: 21.37'	CA 2°26'56"	55-56	N 51°00'40" E	40.87'
Curve 7	Chd: N 73°09'13" W	42.74'	56-57	N 68°33'37" E	43.26'
15-16	N 72°18'41" W	93.99'	57-58	N 63°25'43" E	55.77'
16-17	Race 624.23'	ARC 223.54'	58-59	N 71°28'30" E	37.50'
	Tan: 112.68'	CA 20°31'08"	59-60	N 50°23'18" E	35.47'
Curve 8	Chd: N 64°03'08" W	222.35'	60-61	N 32°27'26" E	49.02'
17-18	Race 147.17'	ARC 17.36'	61-62	N 31°15'42" E	46.02'
	Tan: 8.68'	CA 6°45'36"	62-63	N 48°34'48" E	51.05'
Curve 9	Chd: N 57°10'22" W	17.35'	63-64	N 53°33'57" E	126.49'
18-19	Race 50.00'	ARC 34.01'	64-65	N 54°16'22" E	62.88'
	Tan: 17.69'	CA 38°58'13"	65-66	N 68°44'07" E	49.70'
Curve 10	Chd: N 41°04'04" W	33.36'	66-67	N 89°48'24" E	78.02'
19-20	N 21°34'57" W	278.02'	67-68	N 73°07'24" E	48.66'
20-21	N 21°34'57" W	48.80'	68-69	N 54°06'51" E	49.22'
21-22	N 25°33'23" W	60.36'	69-70	N 42°25'27" E	36.89'
22-23	N 18°51'20" W	251.49'	70-71	N 24°58'58" E	54.87'
23-24	N 24°58'18" W	56.16'	71-72	N 18°11'02" E	66.55'
24-25	N 69°43'34" W	51.11'	72-73	N 34°52'20" E	31.85'
25-26	N 63°58'07" W	57.87'	73-74	N 78°20'28" E	73.77'
26-27	N 77°05'15" W	58.21'	74-75	N 70°45'33" E	52.46'
27-28	N 65°31'58" W	71.96'	75-76	N 54°09'00" E	55.46'
28-29	N 70°34'25" W	89.68'	76-77	N 18°14'58" E	47.03'

TAX SECTION 007-001-0000-0019
PROPERTY OF
T & M SOUTHWEST, L.L.C.
DEED INSTRUMENT No. 0911763
TRACT #



PLAT SHOWING
50' RIGHT-OF-WAY

LOCATED OFF ROUTE 86-044

"KONAKER ROAD"

DRAPER MAGISTERIAL DISTRICT
PULASKI COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 24 OCTOBER 2007

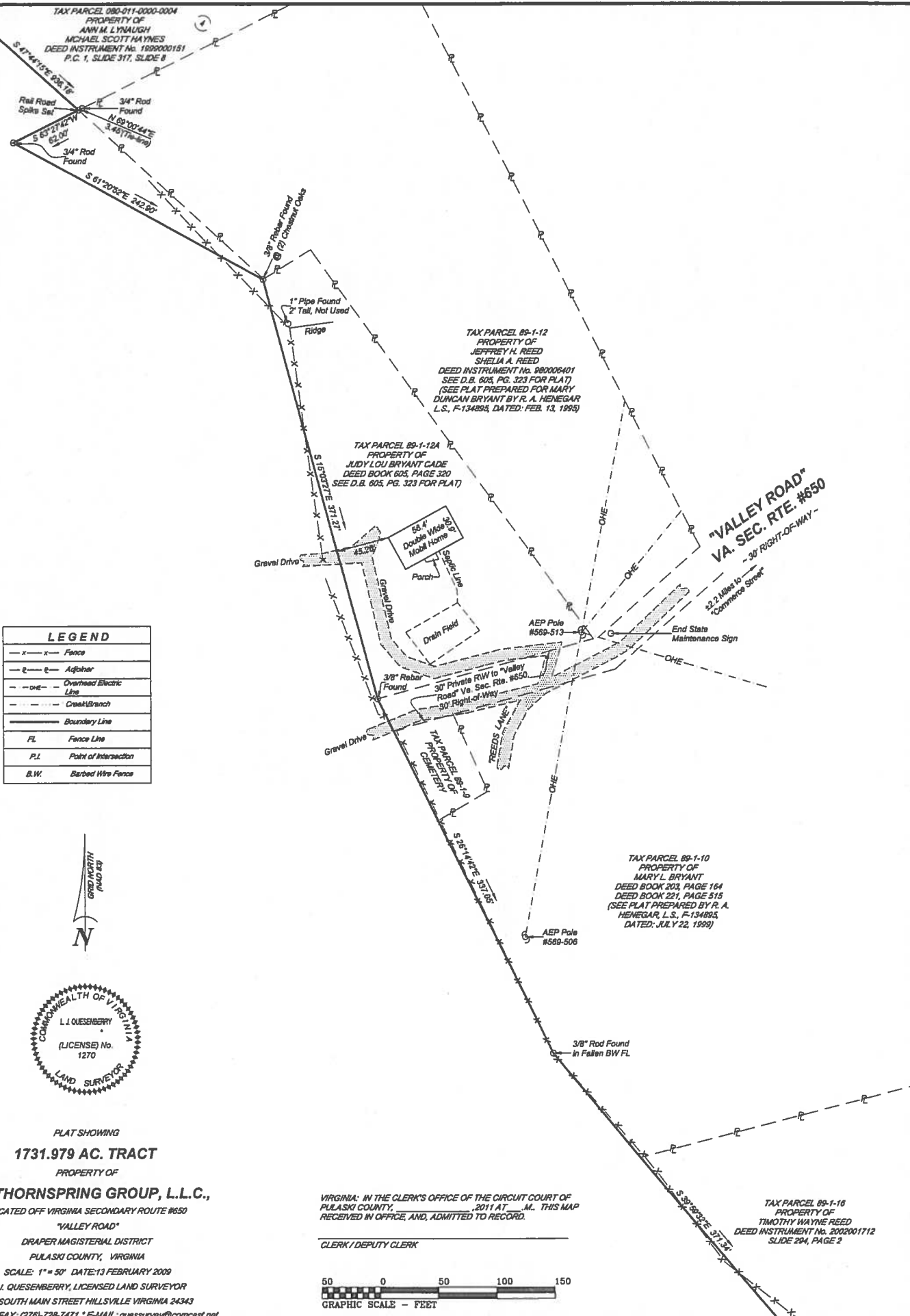
L.J. OUSEBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

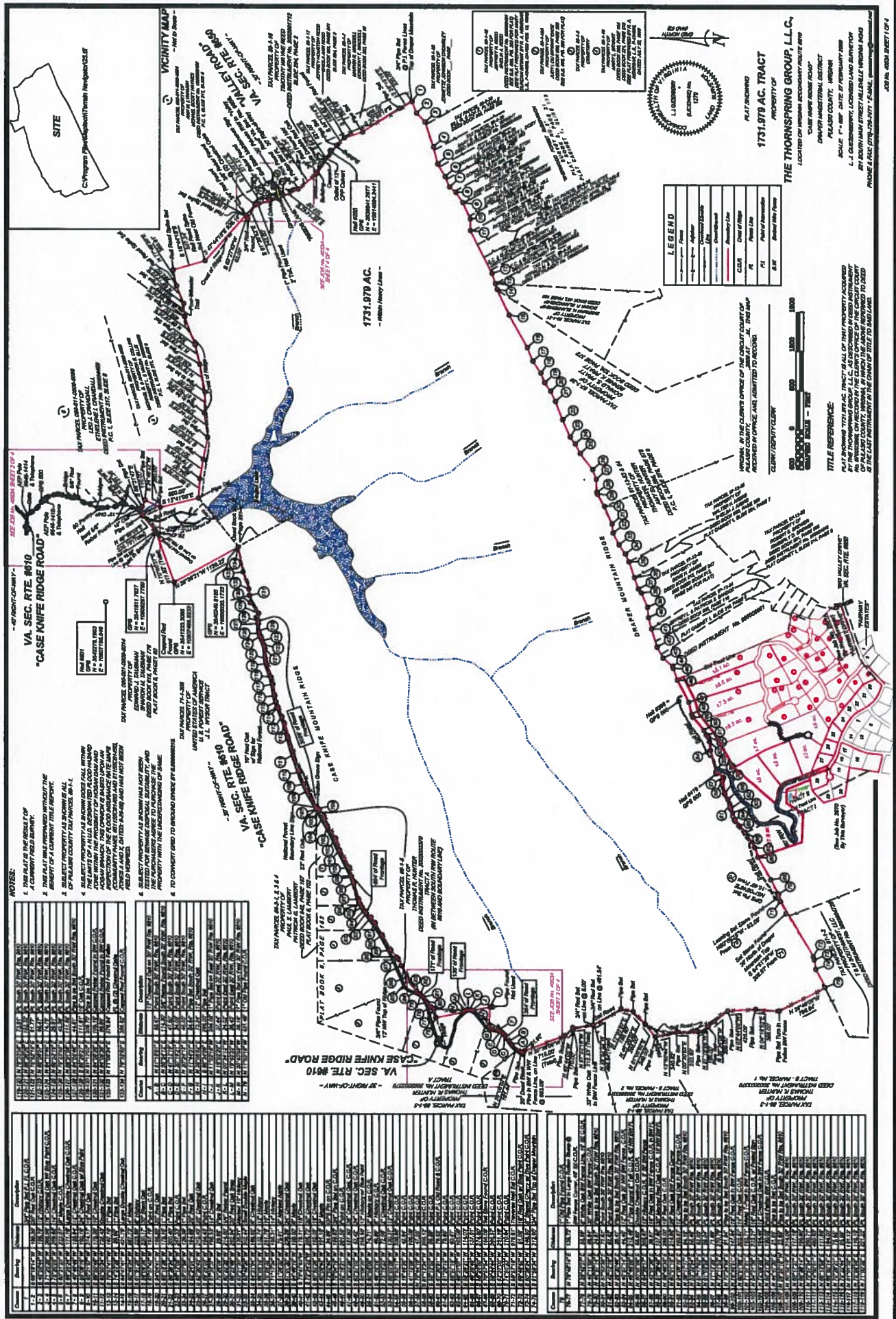
PHONE & FAX: (773)-726-7471 *E-MAIL: ouseberry@comcast.net

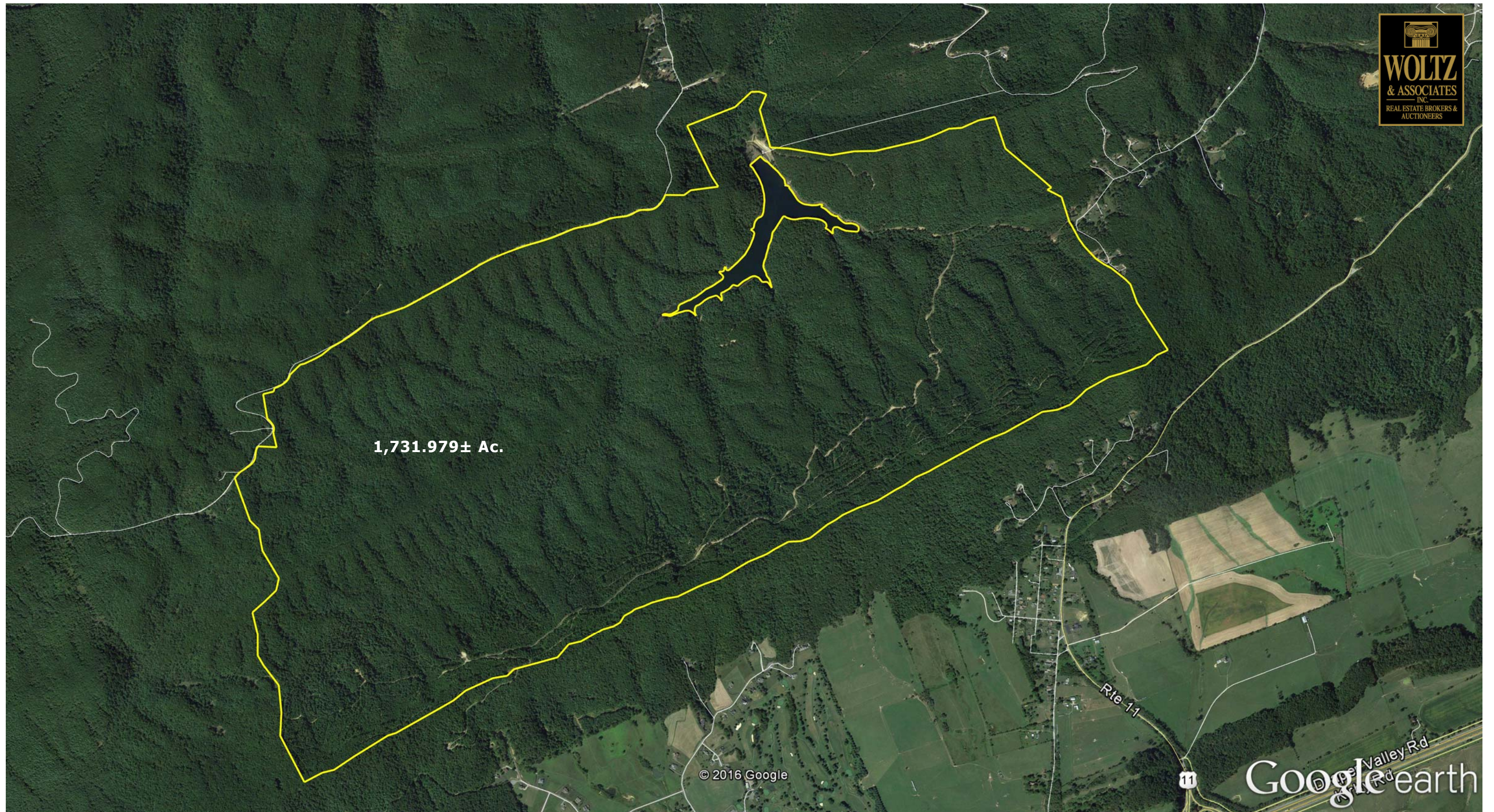
JOB No. 4078





Survey Aerial Topo



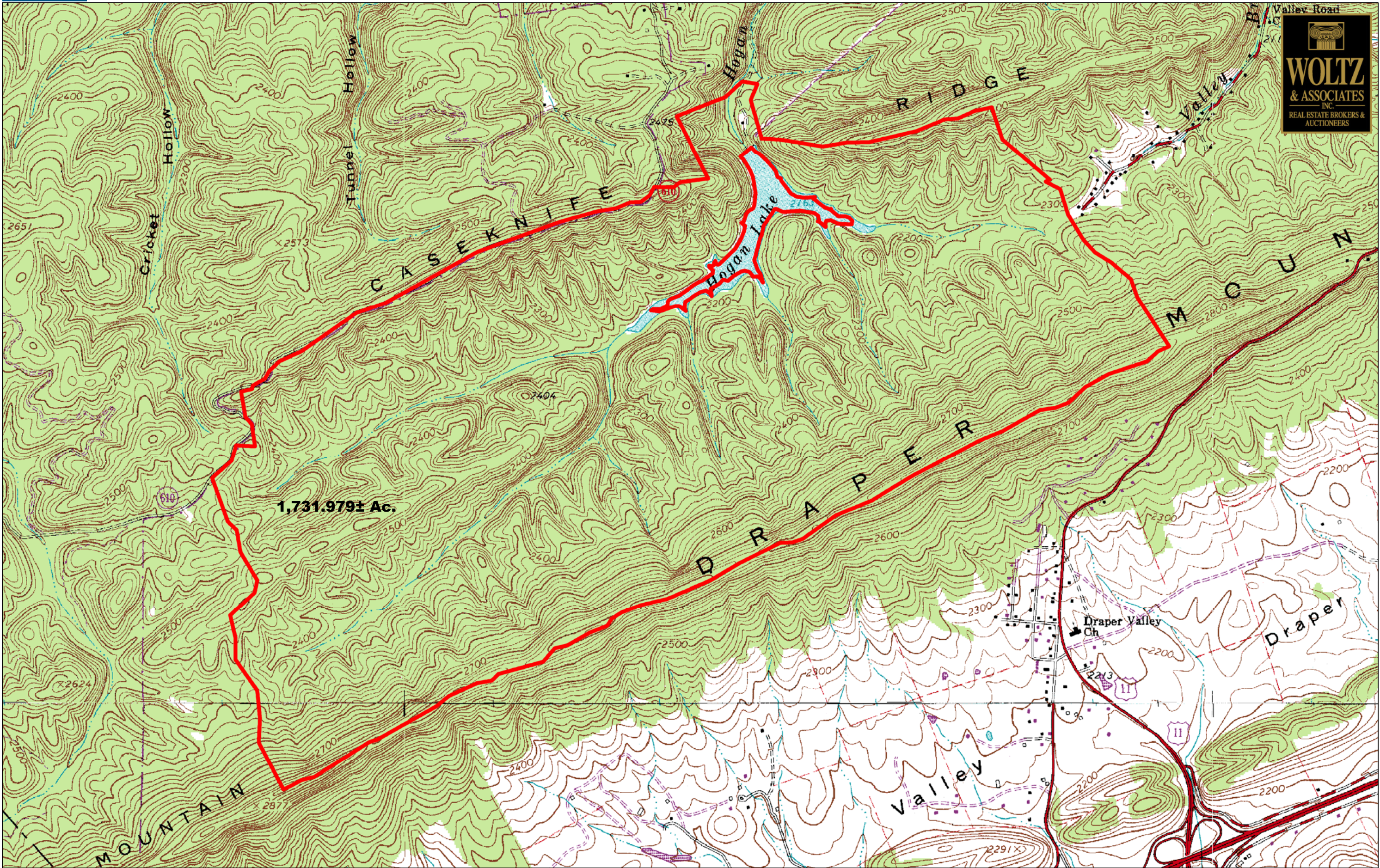


Google Earth Pro

miles
km



Thornspring Group, LLC
Pulaski County, VA
Boundaries are Approximate 1.23.2017



DEED

**Deed &
Restrictions**

This Deed is made this August 9, 2007, by and between the TOWN OF PULASKI, VIRGINIA, a municipal corporation, herein called Grantor or Town; and THE THORNSPRING GROUP, L.L.C., a Virginia limited liability company, herein called Grantee.

WITNESSETH

For and in consideration of the cash sum of \$400,000.00, and other good and valuable consideration, the receipt of all of which Grantor acknowledges, Grantor hereby bargains, sells, grants, and conveys, with General Warranty and English covenants of title, to Grantee all of that certain tract of land and impounded water, believed to contain a total of 1,750.17 to 1,773.38 contiguous acres, more or less, commonly known as the "Hogan's Dam property," located in the Draper Magisterial District of Pulaski County, Virginia, currently bearing tax map # 89-1-1, and being all or the vast majority of the same properties conveyed to Grantor by, and fully described in, the following deeds:

1. Deed dated April 20, 1909, recorded in the Pulaski County Circuit Court Clerk's Office in Deed Book 28, page 195, from William & Sarah Shelton, conveying 15 acres;
2. Deed dated April 17, 1909, recorded in said Clerk's Office in Deed Book 28, page 197, from Daniel & Rebecca Webb and J. C. & Jennie Wysor, conveying 28.5 acres;
3. Deed dated April 20, 1909, recorded in said Clerk's Office in Deed Book 28, page 198, from J. R. & Cynthia Roseberry and J. C. & Jennie Wysor, conveying 16.69 acres;
4. Deed dated April 21, 1909, recorded in said Clerk's Office in Deed Book 28, page 200, from James & Sadie Draper, conveying 10 acres;
5. Deed dated April 21, 1909, recorded in said Clerk's Office in Deed Book 28, page 201, from Mollie & J. H. Gibbs, conveying 30 acres;
6. Deed dated June 19, 1909, recorded in said Clerk's Office in Deed Book 28, page 323, from L. S. Calfee, conveying 121.36 acres;
7. Deed dated May 15, 1909, recorded in said Clerk's Office in Deed Book 28, page 373, from F. C. & F. D. Davis and J. C. & Jennie Wysor, conveying 294 acres;

8. Deed dated July 21, 1909, recorded in said Clerk's Office in Deed Book 28, page 375, from J. C. & Jennie Wysor, conveying 798.61 acres;
9. Deed dated July 21, 1909, recorded in said Clerk's Office in Deed Book 28, page 473, from Pulaski Iron Company, conveying 443.04 acres; and
10. Deed Dated May 10, 1910, recorded in said Clerk's Office in Deed Book 29, page 306, from J. R. & Cynthia Roseberry, conveying 1.5 acres.

It is the intent of the Grantor by this deed to grant and convey to Grantee, and Grantor hereby does so, all lands, both above- and under-water, and the existing dam itself, owned by Grantor comprising the entire portion of the Hogan's Dam property located west of the current location of U. S. Route 11, whether or not acquired by Grantor by any of the above-referenced deeds. Most, possibly all, of such lands are believed to be depicted on a survey plat captioned, "Hogan's Branch Watershed," dated August 12, 1908, and this conveyance includes a parcel of land (acreage not stated), also shown on that plat, located immediately below (to the north of) the dam, which parcel of land is circled on the attached excerpt of that 1908 plat. However, if any of the land described in any of the 10 deeds referred to above or shown on the aforesaid survey plat is located east of the current location of U. S. Route 11, then such land is not included in this conveyance and is retained by Grantor.

This conveyance includes the mineral rights pertaining to the lands (1,167.48± acres total) conveyed to Grantor by J. C. Wysor, as those rights were conveyed to Grantor by deed dated May 5, 1917, recorded in said Clerk's Office in Deed Book 38, page 525. Grantor further releases (pursuant to Virginia Code §55-75) any and all mineral rights pertaining to the other lands encompassed within the Hogan's Dam property as herein conveyed, if such mineral rights have been acquired by Grantor at any time.

This conveyance includes the use and benefit of all access easements appurtenant to the Hogan's Dam property, whether granted to the Town in any of the foregoing 10 deeds or prior or subsequent to those grants. However, due to its water right reservation addressed below, the Town reserves the use of easements for water-/pipe-lines from the Hogan's Dam property, and the Town remains solely responsible for the operation, use, maintenance, repair, and replacement of all pipes, pipelines, valves, and other water conveyance apparatus and structures used in connection with such water reservation, and the Town reserves a right of entry as necessary and only onto the affected portion(s) of the property herein conveyed to operate, use, maintain,

repair, and/or replace such pipes and water conveyance apparatus.

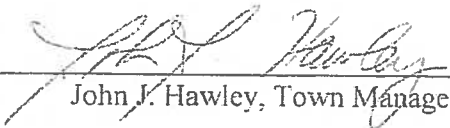
The provisions of Exhibits A and B hereto, the "Real Estate Contract of Purchase" between Grantor (as Seller) and Grantee (as Purchaser), dated as of August 7, 2007 and amending the prior, similar contract between the parties dated May 4, 2007 (the provisions of Exhibit A hereto - the August 7, 2007 contract amendment - supersede and replace all conflicting provisions of the May 4, 2007 contract). are incorporated into this deed by this reference.

The Town affirmatively represents to Grantee that it has held timely and properly noticed and conducted public hearings on the disposition of the subject property, in compliance with Virginia Code §§15.2-1800.B & -1813.

Witness the following signatures of the Manager of the Town of Pulaski on behalf of the Grantor, who executes this deed pursuant to ordinances of the Pulaski Town Council on May 1, 2007 and August 7, 2007 authorizing him to do so.

TOWN OF PULASKI, VIRGINIA

By


John J. Hawley, Town Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF PULASKI:

This August 9, 2007, John J. Hawley, Manager of the Town of Pulaski, Virginia, personally appeared before me and acknowledged the foregoing deed on behalf of said municipal corporation.

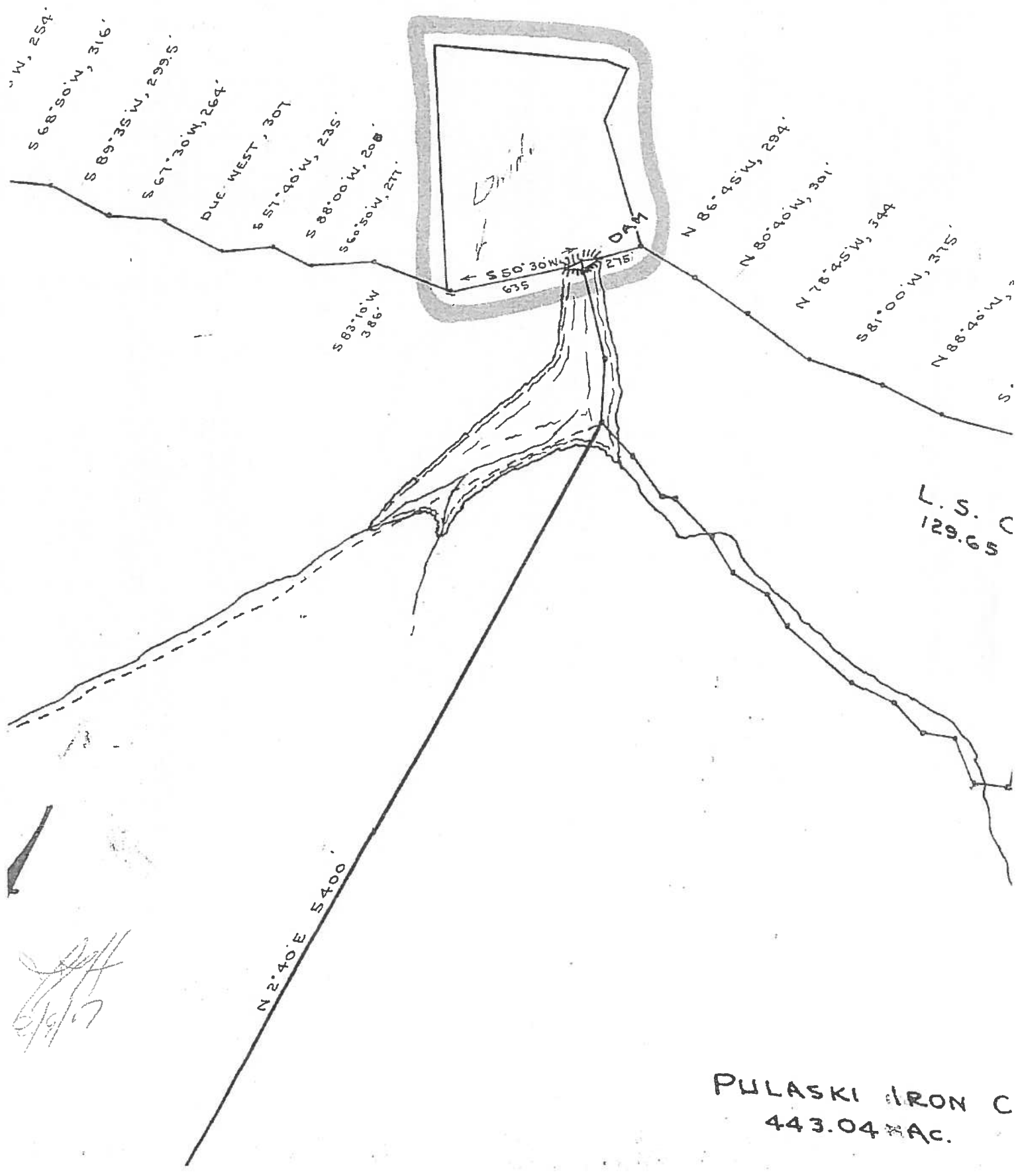

Notary Public

My Commission Expires:

1-31-2011

Registration Number:

164366



Handwritten signature and date:
6/9/17

PULASKI IRON C
443.04 AC.

EXHIBIT A

REAL ESTATE CONTRACT OF PURCHASE

This CONTRACT OF PURCHASE made as of the 9 day of AUGUST, 2007, between the TOWN OF PULASKI, VIRGINIA, whose address is P. O. Box 660, Pulaski, Virginia 24301 (the "Seller") and THORNSPRING GROUP, LLC, whose address is P. O. Box 709, Riner, VA 24149, (the "Purchaser"), provides as follows:

The following provisions shall survive the Deed and are incorporated herein by reference. SUBJECT, HOWEVER, to the following duties of Purchaser which shall survive the Deed reserving the right of the Town of Pulaski to the water on said property and same shall be maintained to continue to flow into the existing and future replacement pipes provided by the Town of Pulaski from the valve at the base of the dam at the north side and the Town of Pulaski shall hereby have and possess a license to maintain, replace and/or repair with such necessary easement satisfactory for the accomplishment of same and further the water level in the lake on the herein described property shall not be caused or allowed by Purchaser or Seller except in natural dry or drought conditions to fall below 2' under the level of the lake existing after the spillway has been fully repaired in accordance with this agreement and with all regulations laws and/or ordinances governing its repair unless authorized by agencies having jurisdiction over said spillway so as to not endanger the Town of Pulaski's water supply:

A. Purchaser agrees to explore fully the possibility of multi-family residences and/or condominiums along the ridge/mountain flats and putting the ridge lines into a land trust or a national conservancy to protect the aesthetics of the ridge views from surrounding areas; and

B. Purchaser agrees to develop green areas in accordance with the ordinances of the County of Pulaski and subject to the approval of the County of Pulaski; and

EXHIBIT A

C. Purchaser agrees to develop trails accessible to all property Owners of the property described herein and where possible and practical Purchaser will use best efforts to make some trails and recreation available to the public of the Town and County of Pulaski, Virginia and to make a good faith attempt to establish a link between said trails and the National Forest and Gatewood Dam and Recreation area owned by the Town of Pulaski; and

D. Purchaser agrees that Hogan's Dam be timely and fully repaired at the sole expense of Purchaser and in accordance with all Federal, State and Local laws and ordinances and fully assume the current Operation and Maintenance Certificate and/or permit for Hogan's Dam issued by the Department of Virginia Conservation and Recreation. Time is of the essence; and

E. Purchaser agrees to maintain the existing right-of-way through Valley Road to access downtown Pulaski by residents and to improve the right-of-way if feasible and practical and Purchaser further agrees to make a reasonable and good faith effort to establish a Case Knife Road route for the purpose of ingress and egress to the subject property by the public and any and all residents of the future developments of the herein described property to permit access to the Town of Pulaski; and

F. Purchaser shall consult with and keep the Town of Pulaski updated as to all requirements and/or obligations on a timely basis and to make the "best use" of the property being transferred under this agreement. Seller shall have the absolute right to inspect progress of any and all Purchaser requirements and obligations in this agreement and all requirements continued or contained in any subsequent deed by Seller to Purchaser.

EXHIBIT A

G. Purchaser shall develop property so as to mitigate any adverse effect on the water quality of the lake at Hogan's Dam including any and all Federal, State and Local laws, regulations and/or ordinances.

H. Any future timbering shall be under Best Management Practice (BMP) as established by the Virginia Department of Forestry. The BMP shall be supplied to the Town of Pulaski as approved by the Virginia Department of Forestry. It is mutually agreed that there shall be no commercial logging on any of the property conveyed herein and this provision shall survive this contract and be contained in the deed.

I. Purchaser shall grant the Town of Pulaski and/or any regulatory agency the right to conduct inspection with respect to any aspect of this agreement, including but not limited to shore line inspections of the lake at the Hogan's Dam property.

1. **PURCHASE PRICE:** The Purchase Price of the Property is Four Hundred Thousand DOLLARS (\$400,000.00) which shall be paid to Seller by Purchaser at settlement subject to the standard prorations. The Purchaser shall be and hereby is as part of the purchase price solely obligated to repair and maintain the dam and spillway in accordance with the statutes, rules and regulations of the State, Local and Federal laws and agencies having jurisdiction over such dams, water and spillways. The Town of Pulaski shall have no responsibility for same and Purchaser hereby agrees to save and hold harmless and completely indemnify the Town of Pulaski from any and all expenses and costs including any attorney's fees incurred as a result of the failure of the Purchaser to fulfill its obligations under this provision and this contract. Should for any reason Purchaser fail to meet this obligation then the Town of Pulaski shall have the immediate right upon 24 hours notice if any emergency exists and 30 days notice if no emergency exists to cure the failure and/or defect and the Purchaser shall be responsible for all

EXHIBIT A

costs, expenses and damages incurred by the Town of Pulaski including reasonable attorney's fees required to advise and/or prosecute any remedy available to the Town of Pulaski.

2. **SETTLEMENT/POSSESSION:** Settlement shall be made at the office of the Town of Pulaski Economic Development or as the parties may agree on or before August 15, 2007 or as soon as settlement and/or closing papers may be prepared. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. Purchaser shall present to the Town of Pulaski Town Manager a Deed consistent with the Title Search as set forth in Amended Ordinance 2007-22.

3. **EXPENSE PROPRATIONS:** Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including without limitations titled examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by the Purchaser. All assessments, interest, rent, escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.

4. **TITLE:** At settlement Seller shall convey the Property to Purchaser by a general warranty deed, containing English covenants of title, free of all encumbrances, tenancies and liens (for taxes or otherwise), but subject to utility easements of record which do not affect the use of the Property or render the title unmarketable. If the examination reveals a title defect of a character than can be remedied by legal action or otherwise within a reasonable time, Seller, at its expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within sixty (60) days after Seller received notice of the defect then either party may terminate this Contract at the expiration of such sixty (60) day period and the Deposit shall be refunded to Purchaser. Upon the making of such refund, this Contract shall be terminated, and

EXHIBIT A

no party shall have any claim against the other by reason of this Contract. The parties agree that the settlement date prescribed in Paragraph 4 of the Contract shall be extended if necessary to enable Seller to cure any title defect, but not for more than sixty (60) days.

5. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of Insurance applicable to the Property.

6. **PROPERTY CONDITION AND INSPECTION:** Purchaser agrees to accept the Property "as is" at settlement in its present physical condition, except as otherwise provided herein. Seller grants Purchaser or his representative the right to make a preoccupation or presettlement inspection to verify that the condition of the Property conforms to this Contract.

7. **DEFAULT:** If either Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for any damages and all expenses incurred by the non-defaulting party including reasonable attorney's fees and costs, if any.

8. **ATTORNEY'S FEES, MEDIATION AND ARBITRATION:** Mediation shall be entered into by the parties in an attempt to settle any disputes under this agreement. If mediation is unsuccessful, then the parties agree to binding arbitration to be held in Pulaski, Virginia. The costs of such arbitration shall be borne by the non prevailing party. If an arbitrator and/or mediator cannot be agreed upon by the parties, then the parties agree that the Circuit Court of the County of Pulaski shall select the arbitrator and/or mediator.

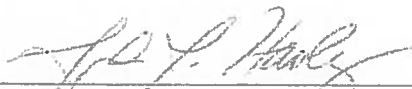
EXHIBIT B

9. **NOTICE:** Notices under this Agreement must be in writing and will be effective on the date of actual receipt by certified mail, hand delivery or fax, or when the attempted initial delivery is refused or cannot be made because of a change of address for notice by giving notice to the other party. The parties' addresses are listed by their signatures to this Agreement.
10. **MISCELLANEOUS:** This contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representative, successors, and assigns of the parties. To the extent of any handwritten or typewritten terms herein conflict with, or are inconsistent with the printed terms hereof, the handwritten or typewritten terms shall control.
11. Each Party hereto represents and warrants that it has the authority to enter into this transaction and all necessary documents and/or actions required for same have been fully executed.

Witness the following duly authorized signatures and seals:


_____(SEAL)
Stanley Wayne Moran, Operating Manager for Thornspring Group, LLC
Address: Thornspring Group, LLC
P. O. Box 709
Riner, VA 24149

EXHIBIT B



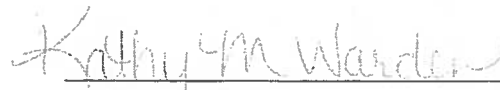
(SEAL)

John J. Hawley, Town Manager

Address: Town of Pulaski, Virginia
P. O. Box 660
Pulaski, VA 24301

COMMONWEALTH OF VIRGINIA
COUNTY OF PULASKI, to-wit:

The foregoing instrument was acknowledged before me this 9 day of August, 2007
by John J. Hawley, Town Manager, a duly authorized agent of the Town of Pulaski, Virginia,
acting in its name and on its behalf.



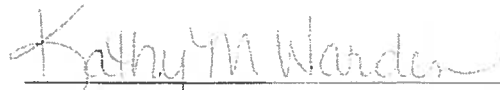
Notary Public

My commission expires: 1-31-2011

ID: 164366

COMMONWEALTH OF VIRGINIA
COUNTY OF PULASKI, to-wit:

The foregoing instrument was acknowledged before me this 9 day of August, 2007
by Stanley Wayne Moran, Operating Manager for Thornspring Group, LLC, acting in its name
and on its behalf.



Notary Public

My commission expires: 1-31-2011

ID: 164366