



**Fidelity National Title Insurance Company**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**NOTICE**

IMPORTANT- READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

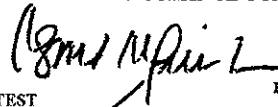

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of Schedule B, Part I - Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
By:  President  
ATTEST  Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance 8-1-16 w- VA Mod



(ATR-392-21.PFD/ATR-392-21/19)



## Fidelity National Title Insurance Company

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

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(ATR-392-21.PFD/ATR-392-21/19)



## Fidelity National Title Insurance Company

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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## Fidelity National Title Insurance Company

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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# Fidelity National Title Insurance Company

### Transaction Identification Data for reference only:

Issuing Agent: Associated Title of Roanoke Valley, LLC  
 Issuing Office: 3140 Chapparral Drive C103  
 Roanoke VA 24018  
 Issuing Office's ALTA® Registry ID: 1180181  
 Loan ID No.:  
 Commitment No.: ATR-392-21  
 Issuing Office File No.: ATR-392-21  
 Property Address: The Shores of Penn Hall, ,  
 Revision No.: 2.3

### SCHEDULE A

1. Commitment Date: October 16, 2021 at 08:00 AM
2. Policy to be issued:
  - (a) Proposed Insured: To Be Determined  
 Proposed Policy Amount: \$ 6,934,700.00
3. The estate or interest in the Land described or referred to in this Commitment is
4. The Title is, at the Commitment Date, vested in:  
 Franklin Real Estate Company
5. The Land is described as follows:  
 SEE EXHIBIT A ATTACHED HERETO

By: *Marta J. Branch*  
 Associated Title of Roanoke Valley, LLC

Associated Title of Roanoke Valley, LLC  
 3140 Chapparral Drive C103  
 Roanoke VA 24018

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## Fidelity National Title Insurance Company

### SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Deed of Trust to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Receipt of properly executed Owner's Affidavit and Agreement regarding mechanics' liens, possession and other matters.
6. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
7. Receipt of fully executed no financing affidavit from Franklin Real Estate Company
8. Receipt and satisfactory review of documents necessary to verify Franklin Real Estate Company was legally created.
9. Receipt and satisfactory review of the operating agreement or articles of incorporation and bylaws or trust instrument and all amendments to understand the authority of the various classes of members, officers or trustees.
10. Receipt of the documentation necessary to support the authority of the party to act on behalf of the entity, such as obtaining the required consents from the other members of the entity.
11. Certification that there are no federal judgment liens docketed against TBD.
12. The Company reserves the right to make additional requirements or exceptions and amend this commitment (including the name of the proposed insured) upon receipt of full information regarding this transaction
13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or fair market value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. A loan policy cannot be issued for less than the full principal debt secured; however, it may be issued in an amount up to but not to exceed 125% of the principal debt. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
14. Proposed Insured (To Be Determined) must be identified and if same is a corporation, partnership or limited liability company, evidence of its organization and compliance with filing requirements of its jurisdiction of origin, and the jurisdiction of the location of the property, must be furnished.
15. Receipt of newly created description that adequately defines, describes and locates premises to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company.
16. Recordation of subdivision plats showing all newly created lots.
17. Certificate of Name Change for Franklin Real Estate Company recorded prior to Deed.



**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Those taxes and special assessments which become due and payable subsequent to Date of Policy.
3. Terms, Conditions, Rights, Reservations, Easements and Provisions as set forth in Flowage Right and Easement deed to Appalachian Power Company dated Novembre 2, 1959, of record in Deed Book 171, page 61.
4. Easements and rights as granted in deed adated July 7, 1961, of record in Deed Book 187, page 253; and in deed dated October 13, 1959, of record in Deed Book 170, page 248; and rights of others in and to the use thereof.
5. Terms, conditions, rights, reservations, easements and provisions, as st forth in Flowage right and easement deed to Appalachian Power Company dated October 26, 1959, of record in Deed Book 170, page 521.
6. Rights of others in and to the use of the appurtenant easement as set forth in Exhibit A.
7. Terms, conditions, rights, reservations, easements and provisions, as set forth in Flowage Right and Easement deed to Appalachian Power Company dated November 17, 1960, of record in Deed book 181, page 235.
8. Terms, conditions, rights, reservations, easements and provisions, asset forth in Flowage Right and Easement deed to Appalachian Power Company dated November 17, 1960, of record in Deed Book 181, page 238.
9. Easement to AEPCO by instrument dated September 28, 1944 recorded in Deed Book 102, Page 116.
10. Easement to Lee Telephone Company by instrument dated August 21, 1968 recorded in Deed Book 250, Page 528.
11. Easements and rights granted to the County of Franklin by deed dated September 16, 1968 of reocrd in Deed Book 264, page 17.
12. Easements and rights grathed and reserved in Agreement with Appalachian Power Company dated September 18, 1995, of record in Deed Book 571 page 27.
13. Terms, conditions, rights, reservations and all other matters as set forth in deed to Appalachian Power Company dated December 13, 2013, of record in Deed Book 1043, page 409.
14. Terms and Conditions of that Storm Water Management Infrastructure Maintenance Agreement dated June 3, 2021, by and between Appalachian Power Company and Board of Supervisors of Franklin County, Virginia, of record in Deed Book 1165, page 3099.
15. Rights of others in and to the use of the waters of Smith Mountain Lake.
16. Rights of others in and to the use of the common areas.
17. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
18. Exact acreage is not insured.



**SCHEDULE B**  
(Continued)

19. Rights of others thereto entitled, in and to the continued, uninterrupted flow of the Bull Run Creek located crossing insured premises, as shown on the recorded plat of subdivision.
20. This policy does not insure the exact location of any boundary line of the land where such boundary line is established with reference to a creek, stream or similar watercourse
21. Rights of others in and to the use of the appurtenant easements and rights as set forth in Deed Book 219, page 121 and Deed Book 188, page 502
22. Matters shown survey showing The Shores of Penn Hall, dated August 20, 2021:

Lot 1 (14.377 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed drainfield
- c) line to be vacated
- d) proposed well

Lot 2 (20.608 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) fence
- c) proposed well
- d) proposed drainfield
- e) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 3 (14.495 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 4 ( 19.335 Acres)

- a) 45' public utility easement along Hidden Treasures Lane and Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 5 ( 6.763 Ac):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 6 (5.200 Ac):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 7 (5.200 Ac):

- a) 45' public utility easement along Eagles Trace Lane
- b) Easement for existing cemetery





**SCHEDULE B**  
(Continued)

- c) proposed well
- d) proposed drainfield
- e) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 8 (5.223 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) Easement for existing cemetery
- c) proposed well
- d) proposed drainfield
- e) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 9 (5.147 Ac.):

- a) 45' public utility easement located along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 10 (5.221 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 11 (5.176 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 12 (5.221 Ac.):

- a) 45' public utility easement located along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 13 (5.966 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 14 (7.868 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 15 (12.264 Ac.):

- a) 45' public utility easement along Eagles Trace Lane
- b) proposed well
- c) proposed drainfield



**SCHEDULE B**  
(Continued)

d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 16 (17.032 Ac.)

- a) 45' public utility easement along Eagles Trace Lane and Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 17 (5.187 Ac.):

- a) 45' public utility easement located along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 18 (5.200 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 19 (5.372 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 20 (5.142 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 21 (5.383 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 22 (5.193 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 23 (5.050 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 24 (5.150 Ac.):



**SCHEDULE B**  
(Continued)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 25 (5.200 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 26 (5.200 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 27 (5.200 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 28 (5.300 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 29 (8.044 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 30 (18.927 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 31 (30.487 Ac.):

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield
- d) rights of others in and to the use of the waters of Smith Mountain Lake

Lot 32 (31.278 Ac.)

- a) 45' public utility easement along Hidden Treasures Lane
- b) proposed well
- c) proposed drainfield

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**SCHEDULE B**  
(Continued)

Lot 33 (21.920 Ac.)

- a) 20' public utility easement along Dillard's Hill Road
- b) proposed well
- c) proposed drainfield

Lot 34 ( 15.811 Ac.)

- a) 20' public utility easement along Dillard's Hill Road
- b) proposed well
- c) proposed drainfield

Lot 35 (12.832 Ac.):

- a) 20' public utility easement along Dillard's Hill Road
- b) 45' public utility easement along Hidden Treasures Lane
- c) proposed well
- d) proposed drainfield

23. Rights of others in and to the use of the roads as shown on the aforementioned plat dated August August 20, 2021 and recorded in Instrument Number \_\_\_\_\_.





## Fidelity National Title Insurance Company

### EXHIBIT A - LEGAL DESCRIPTION

\*\*APPROVED ATTORNEY TO PROVIDE NEW LEGAL DESCRIPTION

Situated in the County of Franklin, Virginia:

35 Lots as shown on plats of The Shores of Penn Hall dated August 20, 2021 and prepared by Robert C. Jeans.