

10525169



# Fidelity National Title<sup>®</sup>

Insurance Company

Fidelity National Title Insurance Company  
5540 Centerview Drive  
Suite 403  
Raleigh, NC 27606  
Attn: TitleWave Processing  
Phone: 877-249-0005  
Fax:  
Email: Virginia@TitleWaveRES.com

Date: 6/17/2022  
Invoice No: 10525169  
Unit #: 03000.580898  
Customer Ref #: Westover Dr. -  
City of Danvill

TO: Professional Title Associates  
Becky Kelley  
1528 Narrow Passage Road  
Buchanan, VA 24066

RE: Buyer:  
Property: 70726 Westover Drive,  
VA  
County/Parcel:  
Seller: TR Properties, Inc.  
Notes:

Date	Code	Product Description	Liability	Charge Amount
6/17/2022	5500	Search and Exam VA	\$0.00	\$545.00
			<b>Invoice Total:</b>	<b>\$545.00</b>

## Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Fidelity National Title Insurance Company  
5540 Centerview Drive  
Suite 403  
Raleigh, NC 27606  
Attn: TitleWave Processing

Date: 6/17/2022  
Invoice No: 10525169  
Unit #: 03000.580898  
Contact: Professional Title Associates  
Check # \_\_\_\_\_  
Amount Enclosed \_\_\_\_\_



## WESTOVER DR

### Summary

**Parcel ID:** 70726

**Address:** WESTOVER DR

#### Owner Information

**Owner Name:** TR PROPERTIES INC

**Owner Address:** PO BOX 3565

**Mail-To:** TR PROPERTIES INC

**Mailing Address:** PO BOX 3565, MARTINSVILLE, VA 24115

#### Land Information

**Flood Zones:** N/A

**Enterprise Zones:** N/A

**Historic Districts:** N/A

**Elementary School District:** Park Avenue

**Middle School District:** Westwood

#### Value Information

**Land Value:** \$65,000

**Land Use Value:** N/A

**Improvement:** \$64,900

**Total:** \$129,900

#### Additional Information

**State Code:** 4091 Vac Com Buildable - 1

**Land Use:** Commercial

**Tax Map:** 8818002000001000

**Approx. Acres:** 8.121

**Legal Description:** 8.121 AC PT NO 2A WESTOVER DR & RIVERSIDE DR

**Zone:** PSC Planned Shopping Center

**Notes:** 4/19/2021-Remapped per map dated 10/21/2020, approved 2/9/2021 & recorded 2/11/2021 as Instr# 21-730 & again 3/12/2021 as Instr#21-1204, split off 1.913 acres from this parcel 70726 to create new parcel 78564 for 2021/22. Restrictive Covenants Agreement between TR Properties Inc. & Par 5 Development Group LLC record 3/25/2021 as Instrument 21-1396. DB 03-3384: others are Cooper, Martha H. & Campbell, Laverne H. & each have 1/3 interest. WB 02-148: Mildred died 4/13/02 & 4 lists.



## Buildings

### Building 1 - Discount Store

**Property Class:** Commercial

**Style:** N/A

**Year Built:** 2021

**Condition:** N/A

**Story Height:** N/A

**Finished Square Feet:** 9020

**Basement Square Feet:** N/A

**Finished Basement Sq. Ft.:** N/A

**Bedrooms:** N/A

**Dining Rooms:** N/A

**Family Rooms:** N/A

**Living Rooms:** N/A

**Full Bath:** N/A

**Half Bath:** N/A

**Total Rooms:** N/A

*\*Bathrooms are not included in total room count.*

**Features:**

N/A

**Size:**

100 %



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

**Land Code:** CA31 8000

**Acres/Units:** 8.12

**Sq. Ft.:** 353707.2

**Front:** N/A

**Effective Front:** N/A

**Depth:** N/A

**Rate:** \$8,000

**Adj. Rate:** \$8,000

**Base Value:** \$64,970

**Adj. Amount:** \$30

**Value:** \$65,000





## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 08	3178	08/08/2008	\$425,000	HANKS BRANTLEY R	TR PROPERTIES INC
D 03	3384	06/19/2003	N/A	HANKS BRANTLEY REID	HANKS BRANTLEY R & JUDITH TU HANKS TRUST & OTHERS
W 02	148	05/10/2002	N/A	HANKS MILDRED W	HANKS BRANTLEY REID & COOPER MARTHA H & CAMPBELL LAVERNE H
D 96	5682	12/30/1996	N/A	N/A	N/A

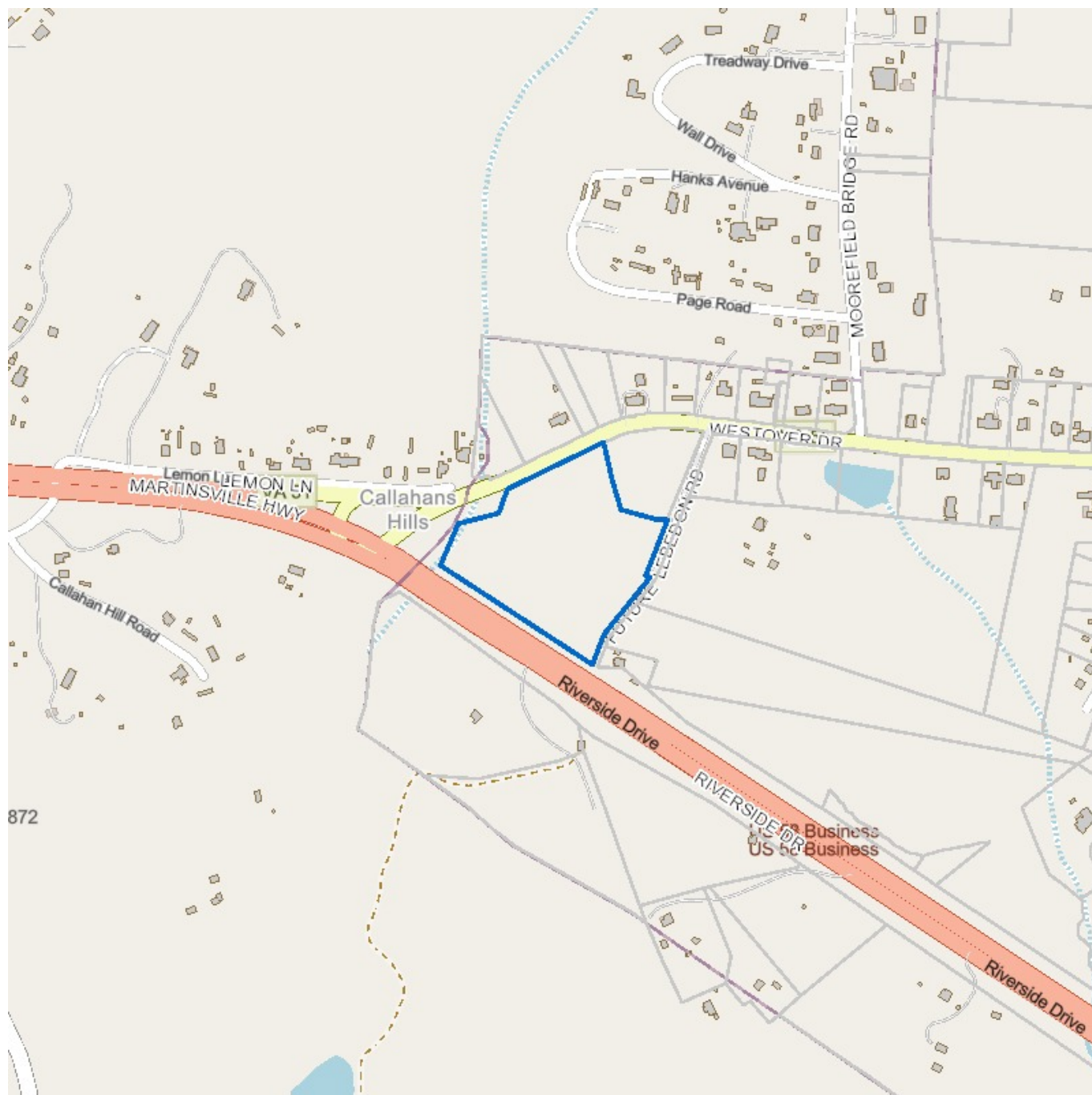


## Assessments

Year:	Land:	Use:	Improvements:	Total:
2021	\$65,000	N/A	\$64,900	\$129,900
2020	\$80,400	N/A	N/A	\$80,400
2019	\$80,400	N/A	N/A	\$80,400
2018	\$80,400	N/A	N/A	\$80,400
2017	\$80,400	N/A	N/A	\$80,400
2016	\$80,400	N/A	N/A	\$80,400
2015	\$80,400	N/A	N/A	\$80,400
2014	\$80,400	N/A	N/A	\$80,400
2013	\$20,100	N/A	N/A	\$20,100
2012	\$20,100	N/A	N/A	\$20,100
2011	\$20,100	N/A	N/A	\$20,100
2010	\$20,100	N/A	N/A	\$20,100
2009	\$20,100	N/A	N/A	\$20,100
2008	\$20,100	N/A	N/A	\$20,100
2007	\$20,100	N/A	N/A	\$20,100
2006	\$20,100	N/A	N/A	\$20,100
2005	\$20,100	N/A	N/A	\$20,100
2004	\$20,100	N/A	N/A	\$20,100
2003	\$20,100	N/A	N/A	\$20,100
2002	\$10,400	N/A	N/A	\$10,400
2001	\$10,400	N/A	N/A	\$10,400
2000	\$10,400	N/A	N/A	\$10,400



Sketch by Apex Medina™



BORROWER \_\_\_\_\_  
REFERENCE # \_\_\_\_\_

ADDRESS \_\_\_\_\_  
COUNTY \_\_\_\_\_  
EFFECTIVE DATE \_\_\_\_\_

TAX MAP NO. \_\_\_\_\_ AMOUNT \_\_\_\_\_ LAST PAID \_\_\_\_\_  
DELINQUENT \_\_\_\_\_ YEARS \_\_\_\_\_  
ASSESSED VALUE \_\_\_\_\_ LV \_\_\_\_\_ IV \_\_\_\_\_  
PAID \_\_\_\_\_ NEXT DUE \_\_\_\_\_

\*\*\*Tax Information is provided by the jurisdictional Treasurer's Office and is for informational purposes only. Closing/Settlement Agents should NOT rely on this information for final settlement. You are responsible for verifying exact taxes, storm water, utilities, abatements or other special assessments and fees. No responsibility is assumed by Wahoo Research in the reporting of this data other than the accuracy of the information given to us by the Treasurer's Office\*\*\*

VESTING DEED

GRANTOR \_\_\_\_\_  
GRANTEE \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_  
LEGAL \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OUTSALES \_\_\_\_\_

DOT  
TYPE \_\_\_\_\_  
BORROWER, same as current owner? \_\_\_\_\_  
LENDER \_\_\_\_\_  
TRUSTEE \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
AMOUNT \_\_\_\_\_ MATURITY DATE \_\_\_\_\_  
LEGAL \_\_\_\_\_  
ASSIGNED \_\_\_\_\_ MORE THAN ONE ASSIGNMENT? \_\_\_\_\_  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JUDGMENTS  
NAMES CHECKED \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EASEMENTS FOUND IN SEARCH PERIOD \_\_\_\_\_ HOA \_\_\_\_\_  
AGREEMENTS FOUND IN SEARCH PERIOD \_\_\_\_\_  
ESTATES FOUND \_\_\_\_\_

## CHAIN OF TITLE

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST# \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

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CONSIDERATION \_\_\_\_\_

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GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

## OUTSALE

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_

LINK \_\_\_\_\_  
GRANTORS \_\_\_\_\_  
GRANTEES \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
CONSIDERATION \_\_\_\_\_



## EASEMENTS / AGREEMENTS

TYPE \_\_\_\_\_  
FROM/BETWEEN \_\_\_\_\_  
TO/BETWEEN \_\_\_\_\_  
DATED \_\_\_\_\_ Recorded \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
GRANTING \_\_\_\_\_

TYPE \_\_\_\_\_  
FROM/BETWEEN \_\_\_\_\_  
TO/BETWEEN \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
GRANTING \_\_\_\_\_

TYPE \_\_\_\_\_  
FROM/BETWEEN \_\_\_\_\_  
TO/BETWEEN \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
GRANTING \_\_\_\_\_

TYPE \_\_\_\_\_  
FROM/BETWEEN \_\_\_\_\_  
TO/BETWEEN \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
GRANTING \_\_\_\_\_

TYPE \_\_\_\_\_  
FROM/BETWEEN \_\_\_\_\_  
TO/BETWEEN \_\_\_\_\_  
DATED \_\_\_\_\_ RECORDED \_\_\_\_\_ BK/PG/INST # \_\_\_\_\_  
GRANTING \_\_\_\_\_

Item PIN: 70726

Account: 57604

Map: 8818002000001000

Class code: 4091 - Vacant Commercial Buildable-1

Property address: WESTOVER DR

Owner deed name: TR PROPERTIES INC

Legal description: 8.121 AC PT NO 2A WESTOVER DR & RIVERSIDE DR

Year built: District: 93 Zoning: PSC

Condo:

Status Codes

Tax Billing

A/R Invoices

Payment History

Transfer History

Discount History

A/R account status

Account	UAC Amount	Account	Installment	Invoice	Type	Invoice Date	Due Date	Due	Last Paid Date	Total Paid
57604	\$545.16	57604 - TR PROPERTIES INC	2021/2	67134	RE-Tax/Misc. Fees	05/05/2022	06/06/2022	\$0.00	04/21/2022	\$273.00
				67134	Total			\$0.00	04/21/2022	\$273.00
		57604 - TR PROPERTIES INC	2021/1	67134	RE-Tax/Misc. Fees	11/05/2021	12/06/2021	\$0.00	11/29/2021	\$273.00
				67134	Total			\$0.00	11/29/2021	\$273.00
		57604 - TR PROPERTIES INC	2020/2	42875	RE-Tax/Misc. Fees	05/05/2021	06/07/2021	\$0.00	06/04/2021	\$337.68
				42875	Total			\$0.00	06/04/2021	\$337.68
		57604 - TR PROPERTIES INC	2020/1	42875	RE-Tax/Misc. Fees	11/05/2020	12/07/2020	\$0.00	12/02/2020	\$337.68
				42875	Total			\$0.00	12/02/2020	\$337.68
		57604 - TR PROPERTIES INC	2019/2	18618	RE-Tax/Misc. Fees	05/05/2020	06/05/2020	\$0.00	05/14/2020	\$337.68
				18618	Total			\$0.00	05/14/2020	\$337.68
		57604 - TR PROPERTIES INC	2019/1	18618	RE-Tax/Misc. Fees	11/05/2019	12/05/2019	\$0.00	12/03/2019	\$337.68
				18618	Total			\$0.00	12/03/2019	\$337.68
		57604 - TR PROPERTIES INC	2018/2	67296	RE-Tax/Misc. Fees	05/05/2019	06/05/2019	\$0.00	06/04/2019	\$321.60
				67296	Total			\$0.00	06/04/2019	\$321.60
		57604 - TR PROPERTIES INC	2018/1	67296	RE-Tax/Misc. Fees	11/05/2018	12/05/2018	\$0.00	12/06/2018	\$321.60
				67296	Total			\$0.00	12/06/2018	\$321.60
		57604 - TR PROPERTIES INC	2017/2	42986	RE-Tax/Misc. Fees	05/05/2018	06/05/2018	\$0.00	06/05/2018	\$321.60
				42986	Total			\$0.00	06/05/2018	\$321.60
		57604 - TR PROPERTIES INC	2017/1	42986	RE-Tax/Misc. Fees	11/05/2017	12/05/2017	\$0.00	12/04/2017	\$321.60
				42986	Total			\$0.00	12/04/2017	\$321.60
		57604 - TR PROPERTIES INC	2016/2	18670	RE-Tax/Misc. Fees	05/05/2017	06/05/2017	\$0.00	06/02/2017	\$293.46
				18670	Total			\$0.00	06/02/2017	\$293.46
		57604 - TR PROPERTIES INC	2016/1	18670	RE-Tax/Misc. Fees	11/05/2016	12/05/2016	\$0.00	12/05/2016	\$293.46
				18670	Total			\$0.00	12/05/2016	\$293.46
		57604 - TR PROPERTIES INC	2015/2	92400	RE-Tax/Misc. Fees	05/05/2016	06/05/2016	\$0.00	06/07/2016	\$293.46
				92400	Total			\$0.00	06/07/2016	\$293.46
		57604 - TR PROPERTIES INC	2015/1	92400	RE-Tax/Misc. Fees	11/05/2015	12/05/2015	\$0.00	12/03/2015	\$293.46
				92400	Total			\$0.00	12/03/2015	\$293.46
		57604 - TR PROPERTIES INC	2014/2	67965	RE-Tax/Misc. Fees	05/05/2015	06/05/2015	\$0.00	06/01/2015	\$293.46
				67965	Total			\$0.00	06/01/2015	\$293.46
		57604 - TR PROPERTIES INC	2014/1	67965	RE-Tax/Misc. Fees	11/05/2014	12/05/2014	\$0.00	12/02/2014	\$293.46
				67965	Total			\$0.00	12/02/2014	\$293.46

Unpaid Taxes

Current 0.00

Delinquent 0.00

Penalty 0.00

Interest 0.00

Total due 0.00

Calc date 6/2/2022

Change P & I Calculation Date

Total NAB\* 0.00

\*Nuisance Abatement Invoices

Unpaid invoices only ☐

Results

08-3178  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG0029 AUG-8 8

*Prepared By and Returned to:*  
*Woods Rogers PLC (RJL)*  
*341 Main Street, Suite 302*  
*Danville, VA 24541*

*PIN: 70726*

THIS DEED, made this 7th day of August, 2008, by and between **BRANTLEY R. HANKS**, and **JUDITH P. HANKS**, Trustees of the **HANKS TRUST, LAVERNE H. CAMPBELL, AND MARTHA H. COOPER** hereinafter referred to as Grantors; and **TR PROPERTIES, INC.**, hereinafter referred to as Grantee.

**WITNESSETH**

THAT, IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by Grantee to Grantors, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby grant, bargain, sell, and convey, with General Warranty and English Covenants of Title, unto Grantee, all of the following lot or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situated in the City of Danville, Virginia, and more particularly described as follows:

All of that tract of land shown as "New Lot 2A" containing 10.051 acres fronting on Westover Drive (State Highway No 51) and Lebedon Road, as shown on plat of Survey dated April 15, 2003, for Brantley Reid Hanks, Martha H. Cooper, and Laverne H. Campbell, by John Bradner, L.S., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Danville as Instrument No. 03-2738.

Without re-imposing any of the reservations, restrictions, easements and conditions affecting the herein described property, this conveyance is made subject to all of them.

{#117718-1, 107275-00002-02}

WITNESS the following signatures and seals:

THE HANKS TRUST

*Brantley R. Hanks*  
By: Brantley R. Hanks  
Its: Trustee

COMMONWEALTH OF VIRGINIA

CITY OF DANVILLE

)  
) to-wit:

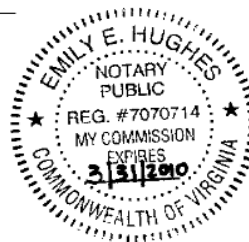
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2008, by Brantley R. Hanks, Trustee of ~~THE HANKS TRUST~~ THE HANKS TRUST.

*Emily E. Hughes*  
Notary Public

My Commission Expires: March 31, 2010.

My Registration Number: 7070714

THE HANKS TRUST



*Judith P. Hanks*  
By: Judith P. Hanks  
Its: Trustee

COMMONWEALTH OF VIRGINIA

CITY OF DANVILLE

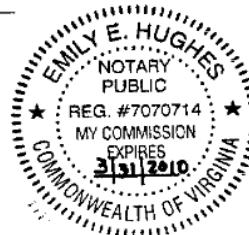
)  
) to-wit:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2008, by ~~Brantley R. Hanks, Trustee of THE HANKS TRUST~~ Judith P. Hanks, Trustee of the Hanks Trust.

*Emily E. Hughes*  
Notary Public

My Commission Expires: March 31, 2010.

My Registration Number: 7070714



{#117718-1, 107275-00002-02}

Martha H. Cooper  
Martha H. Cooper

COMMONWEALTH OF VIRGINIA  
CITY OF DANVILLE

)  
to-wit:  
)

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2008, by  
Martha H. Cooper.

Emily E. Hughes  
Notary Public

My Commission Expires: March 31, 2010

My Registration Number: 7070714



LaVerne H. Campbell  
LaVerne H. Campbell

COMMONWEALTH OF VIRGINIA  
CITY OF DANVILLE

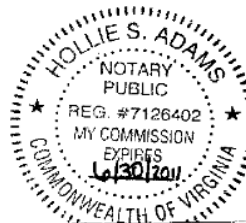
)  
to-wit:  
)

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2008, by  
~~Martha H. Cooper~~  
LaVerne H. Campbell

Hollie S. Adams  
Notary Public

My Commission Expires: 6/30/2011

My Registration Number: 7126402



State Tax	039	<u>1,062.50</u>
City Tax	214	<u>354.17</u>
Transfer	212	
Grantor Tax	038/220	<u>455</u>
DPF	036	
OPF	035	
Clerk	301	<u>14.50</u>
VSLF	145	<u>1.50</u>
TFF	106	<u>5.00</u>
Total	\$	<u>4,874.67</u>

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE

The foregoing instrument with acknowledgement was  
admitted to record on Aug. 8, 2008, at  
12:02 P. M.  
TESTE: GERALD A. GIBSON, CLERK

Given/Mailed to:

Wanda Rogers

PG0070 MAY 1988

# OVERSIZED MAP

(SEE MAP FILE)

INSTRUMENT # 03-2738

PIN # 70726 + 77897

NAMES: Brantley Reid Hanks  
Martha H. Cooper  
Laverne H. Campbell

STREETS: State Highway 51 - Westover Drive  
Lebedon Road  
US Highway 58 - Riverside Dr.



P. 14 #  
70726  
77897

63-2738-27

OWNER'S CERTIFICATE:  
THE PLATTING OF THIS PROPERTY AS WELL AS THE STREETS,  
ALLEYS, OR OTHER PROPERTY FOR PUBLIC USE AS SHOWN ON  
THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE  
WITH THE DESIRES OF THE UNDERSIGNED OWNERS.

*Brantley Reid Hanks*  
*Martha H. Cooper*  
*Laverne H. Campbell*

STATE OF VIRGINIA

AT LARGE, TO WIT:

I, Veronica N. Luggs, A NOTARY PUBLIC IN AND FOR THE  
STATE OF VIRGINIA, DO HEREBY CERTIFY THAT Brantley Reid  
Hanks, Martha H. Cooper, & Laverne H. Campbell  
WHOSE NAME(S) ARE SIGNED TO THIS PLAT BEARING DATE OF  
4-15-03 HAVE ACKNOWLEDGED THE SAME BEFORE ME  
IN THE STATE AFORESAID.

GIVEN UNDER HAND THIS 12 DAY OF May, 2003  
MY COMMISSION EXPIRES: 10-31-06  
Veronica N. Luggs  
NOTARY PUBLIC

SUBDIVISION CERTIFICATE:

I CERTIFY THAT THIS PLAT AND SUBDIVISION WAS MADE BY ME  
AT THE DIRECTION OF THE OWNERS, AND THAT THE SUBDIVISION  
IS ENTIRELY WITHIN THE BOUNDARIES OF LAND OWNED BY THE  
SUBDIVIDERS, AND THAT THE MONUMENTS SHOWN ON THIS PLAT  
HAVE BEEN ACTUALLY PLACED AND THAT THEIR LOCATION AND  
CHARACTER ARE CORRECTLY SHOWN.

*John R. Braden*  
LAND SURVEYOR

ALL PARCELS OF LAND OR EASEMENTS DEDICATED FOR PUBLIC USE OR  
THE COMMON USE OF PROPERTY OWNERS ARE SHOWN TO THE BEST OF MY  
KNOWLEDGE AND PHYSICAL INSPECTION.

PERMANENT STRUCTURES ARE PROHIBITED WITHIN THE BOUNDARIES OF  
STORM DRAINAGE, WATER, GAS, AND SEWER EASEMENTS, UNLESS THEY  
ARE APPROPRIATELY PROTECTED IN AN APPROVED MANNER.

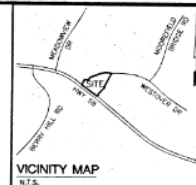
CITY ENGINEER'S CERTIFICATE:

I CERTIFY THAT THIS PLATTING AND SUBDIVISION ARE IN AC-  
CORDANCE WITH THE SUBDIVISION ORDINANCE AND HEREBY  
APPROVED IN ACCORDANCE WITH SECTION 35.5-6 OF THE CODE  
OF THE CITY OF DANVILLE 1996, AS AMENDED.

*Charles H. Hull*  
CITY ENGINEER  
DATE: 5-15-03  
TAX ASSESSOR

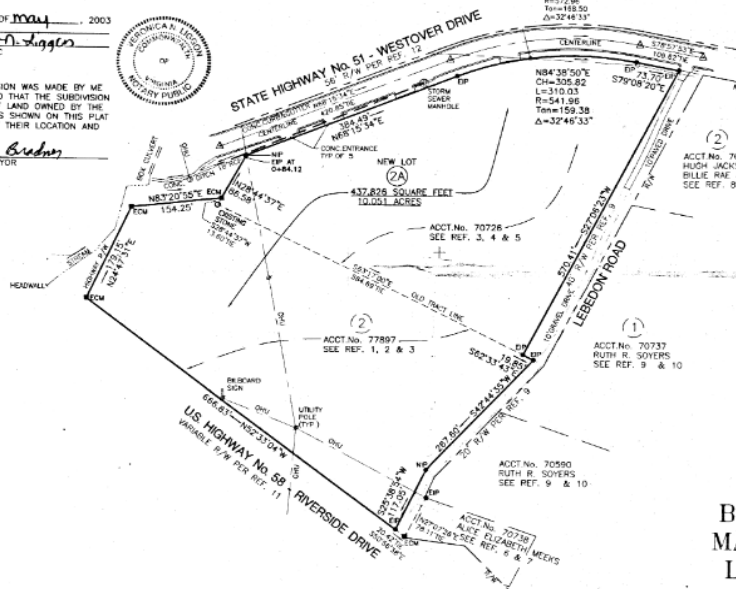
THIS BOUNDARY SURVEY IS BASED ON A CURRENT FIELD SURVEY.  
THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT  
OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY  
INDICATE ALL ENCUMBRANCES ON THE PROPERTY.

NOTE:  
THE PROPERTY IS NOT LOCATED IN FLOOD  
ZONE A OR B AS PER THE FEDERAL  
EMERGENCY MANAGEMENT AGENCY.



I HEREBY CERTIFY THAT THIS BOUNDARY  
SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF  
IS CORRECT AND COMPLIES WITH THE MINIMUM  
PROCEDURES AND STANDARDS ESTABLISHED BY THE  
VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL  
ENGINEERS, LAND SURVEYORS, AND CERTIFIED  
LANDSCAPE ARCHITECTS.

*John R. Braden*  
SURVEYOR #1334  
A-2-03  
No. 1334



- REFERENCES:
1. DEED BOOK 364, PAGE 8 (CO.)
  2. MAP AT DEED BOOK 364, PAGE 8 (CO.)
  3. INSTRUMENT No. 02-148
  4. DEED BOOK 341, PAGE 356 (CO.)
  5. MAP AT DEED BOOK 302, PAGE 99 (CO.)
  6. INSTRUMENT No. 02-596
  7. MAP BOOK 27, PAGE 37 (CO.)  
H.S.P. FILE: B-698
  8. DEED BOOK 611, PAGE 291 (CO.)  
H.S.P. FILE: F1833
  9. MAP BOOK 7, PAGE 83 (CO.)  
H.S.P. FILE: F1833
  10. WILL BOOK 25, PAGE 334 (CO.)
  11. V.D.O.T. PROJECT No. 08-1771-10 SHEET 5
  12. V.D.O.T. PROJECT No. 0051-071-103 C-502  
PL-101 RW-202 SHEET 11

DANVILLE, VIRGINIA  
PLAT OF SURVEY FOR:  
**BRANTLEY REID HANKS,  
MARTHA H. COOPER and  
LAVERNE H. CAMPBELL**  
SCALE: 1"=100' DATE: APRIL 15, 2003

LEGEND:  
• EOP-EXISTING IRON PIN  
• NIP-NEW IRON PIN  
• C-COMPUTED POINT  
□ IRON-EX CONC MONUMENT  
R/W-RIGHT OF WAY  
O-W-UNDERGROUND UTILITY  
PIN-TAX PARCEL, D. No.

**Dewberry**  
Dewberry &  
Davis, Inc.

551 Terry Forest Road  
P.O. Box 1000 Danville, VA 24004  
(434) 787-4400 FAX (434) 787-4361  
www.dewberry.com  
FILE: 800030444/HANKS

Map By: *J.R.* Party Chief: *J.R.* TEAMLE (File No. V26138)  
Checked By: *J.C.* Party Chief: *J.C.* TEAMLE (File No. V26138)

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Tax Parcel I.D. No. 77897 and 70726

**THIS DEED OF GIFT**, made and entered into this the 5<sup>th</sup> day of June, 2003, by and between **BRANTLEY REID HANKS** and **JUDITH P. HANKS**, his wife, **MARTHA H. COOPER**, widow, and **LaVERNE H. CAMPBELL** and **JOHN H. CAMPBELL**, her husband, parties of the first part, Grantors; and **BRANTLEY R. HANKS** and **JUDITH P. HANKS**, as Trustees, either of whom may act, under a Declaration of Trust dated May 2, 2000, and identified as **THE HANKS TRUST**, **MARTHA H. COOPER** and **LaVERNE H. CAMPBELL**, parties of the second part, Grantees.

**-- W I T N E S S E T H --**

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, cash in hand paid by the parties of the second part to the parties of the first part, at and before the sealing and delivery of this deed, receipt of which is hereby acknowledged, the said parties of the first part do hereby give, grant, and convey, with General Warranty of Title and English Covenants of Title, a one-third (1/3rd) undivided interest unto the said Brantley R. Hanks and Judith P. Hanks, as Trustees, either of whom may act, under a Declaration of Trust dated May 2, 2000, and identified as The Hanks Trust, a one-third (1/3rd) undivided interest unto the said Martha H. Cooper, and a one-third (1/3rd) undivided interest unto the said LaVerne H. Campbell, in and to all of those certain lots, tracts or parcels of land, together with all improvements thereon and appurtenances thereunto belonging, lying and being within the Corporate Limits of the City of Danville, and more particularly described as follows:

All of that tract of land shown as "New Lot 2A" containing 10.051 acres fronting on Westover Drive (State Highway No. 51) and Lebedon Road, as shown on a plat of survey dated April 15, 2003, signed April 29, 2003, for Brantley Reid Hanks, Martha H. Cooper and LaVerne H. Campbell, by John R. Bradner, L.S., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Danville as

*This Document  
Prepared By:*

*Henry A. Davis, Jr.  
Attorney at Law  
P. O. Box 827  
Chatham, Virginia 24531*



Instrument No. 03-2738, and specific reference to which said plat is hereby made for a further and more particular description. This being the same lands devised to grantors under the will of Mildred Weatherford Hanks, deceased, recorded in said Clerk's Office as Will Instrument No. 02-148, page 003, and reference to said will is hereby made.

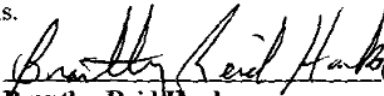
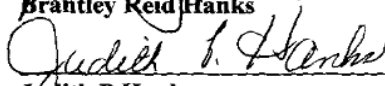
The conveyance of the above described land is hereby made subject to all easements and rights of way of record or in place and affecting said land.

**TO HAVE AND TO HOLD** the aforesaid one-third (1/3rd) undivided interest conveyed hereby unto the aforesaid Brantley R. Hanks and Judith P. Hanks, as Trustees, either of whom may act, under a Declaration of Trust dated May 2, 2000, and identified as The Hanks Trust, upon the trusts and for the purposes set forth herein and under the said Trust and with the following rights, powers and privileges, in accordance with Section 55-17.1, Code of Virginia, 1950, as amended:

1. Trustees, or either of them, including any Successor Trustee, shall have the power to sell, lease, encumber or otherwise dispose of the property herein described,
2. No one dealing with the Trustees, or either of them, including any Successor Trustee, shall be required to make further inquiry as to the right of such Trustee to act,
3. No one dealing with the Trustees, or either of them, including any Successor Trustee, shall inquire as to the disposition of any proceeds.

The non-owner spouses join herein for the sole purpose of waiving as to the grantees, this instrument and the property (as defined above) any rights they may have under Sections 64.1-13 through 64.1-16.4 of the Code of Virginia (1950), as amended.

WITNESS the following signatures and seals.

 (SEAL)  
Brantley Reid Hanks  
 (SEAL)  
Judith P. Hanks

Martha H. Cooper (SEAL)  
Martha H. Cooper

LaVerne H. Campbell (SEAL)  
LaVerne H. Campbell

John H. Campbell (SEAL)  
John H. Campbell

STATE OF VIRGINIA

AT LARGE, to-wit: County of Pittsylvania

The foregoing instrument was acknowledged before me on the 18<sup>th</sup> day of June,

2003, by **BRANTLEY REID HANKS** and **JUDITH P. HANKS**, his wife.

My Commission expires 11/30/06

Henry A. Davis, Jr.  
Notary Public

STATE OF VIRGINIA

AT LARGE, to-wit: County of Pittsylvania

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of June,

2003, by **MARTHA H. COOPER**, widow

My Commission expires 8/31/04

Roberta D. Colley  
Notary Public

STATE OF VIRGINIA

AT LARGE, to-wit: County of Pittsylvania

The foregoing instrument was acknowledged before me on the 10 day of June, 2003, by **LaVERNE H. CAMPBELL** and **JOHN H. CAMPBELL**, her husband.

My Commission expires 5-31-2007.

Melanie Steates  
Notary Public

This instrument is exempt from recordation taxes as set forth in VA Code of 1950, Section 58.1-811(D).

State Tax	039	
City Tax	214	
Transfer	212	<u>1.00</u>
Grantor Tax	038/220	
DPF	036	
Clerk	301	<u>14.50</u>
VSLF	145	<u>1.50</u>
TFF	106	<u>3.00</u>
Total	\$	<u>20.00</u>

## VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE

The foregoing instrument with acknowledgement was admitted to record on June 19, 2003, at 9:24a M.

TESTE: GERALD A. GIBSON, CLERK

Given/Mailed to: Bravley Shanks

: PIN 70691  
77897  
70726  
70613

000003 MAY 108

**LAST WILL AND TESTAMENT OF  
MILDRED WEATHERFORD HANKS**

I, **MILDRED WEATHERFORD HANKS**, of the City of Danville, Virginia, being of sound and disposing mind and memory, do hereby make, publish and declare this to be my last will and testament, hereby revoking any will or wills by me at anytime heretofore made.

**FIRST:** I direct that all my just debts and funeral expenses be paid as soon as practicable after my death.

**SECOND:** I do hereby give and bequeath all of my tangible personal property, including by way of illustration and not by limitation thereto, my household furnishings, jewelry, automobiles and clothing, unto my daughter, Louise Nicole H. Garrison, that she shall divide and distribute the same in accordance with prior instructions that I have given her among herself and her brother and sisters, provided, that in the event of any question or dispute with regard to division and distribution of said personal property, then this bequest is to be treated as an outright bequest to my daughter, Louise Nicole H. Garrison, absolutely.

**THIRD:** I do hereby give and devise unto my children, Brantley Reid Hanks, Martha H. Cooper and LaVerne H. Campbell, real estate situate in the City of Danville, VA, described as follows: those lots of 4.89 acres and 5.28 acres, shown on maps recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, VA in Deed Book 364, page 8 and Deed Book 302, page 99, respectively, and described as Parcels First (b) and Second in a deed to me dated November 21, 1996, recorded in the Clerk's Office of the Circuit Court of the City of Danville,

THIS DOCUMENT  
PREPARED BY:

HENRY A. DAVIS, JR.  
ATTORNEY AT LAW  
P. O. DRAWER 827  
CHATHAM, VIRGINIA  
24531

000004 MAY 108

VA as Instrument No. 96-5682, page 6.

**FOURTH:** All of the rest and residue of my estate of whatever nature and kind, whether it be real, personal or mixed, and wheresoever situate, I do hereby give, devise and bequeath unto my four children, namely, Louise Nicole H. Garrison, LaVerne H. Campbell, Martha H. Cooper and Brantley Reid Hanks, equally, share and share alike, in fee simple absolute.

**FIFTH:** I do hereby nominate and appoint Brantley Reid Hanks and LaVerne H. Campbell, as Co-Executors of my estate, either or both of whom are empowered to act hereunder, and request that no security be required on their official bond and that they not be required to file an inventory or appraisal of my estate, and I do hereby confer upon my said executors all lawful powers including the powers set forth in Virginia Code of 1950 Section 64.1-57 as amended and do incorporate said code section into this will by reference thereto; and I do hereby specifically empower my executors to sell, convey and execute any deeds necessary thereto to any and all real estate of which I may die, seized and possessed.

Given under my hand and seal this the 19 day of October, 1998.

  
Mildred Weatherford Hanks

The above signature of the testatrix was made and the foregoing will was acknowledged to be her last will and testament by the said testatrix, in the presence of us, two competent witnesses, present at the same time; and we, the said witnesses do hereunto subscribe the said will on the date last above written, in the presence of the said

000005 MAY 10 8

testatrix and of each other, at the request of the said testatrix, who  
was then of sound mind and over the age of eighteen years.

Jorge W. Goolin  
Henry A. Davis, Jr

000006 MAY 10 8

VIRGINIA: IN THE CIRCUIT COURT OF DANVILLE

COURT FILE NO. CWF020000148

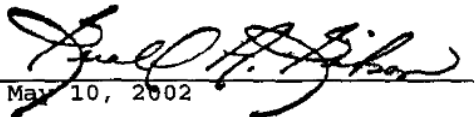
IN RE: MILDRED WEATHERFORD HANKS, Deceased

PROBATE OF WILL AND  
NO QUALIFICATION

A paper writing purporting to be the last will and testament of Mildred Weatherford Hanks, deceased, was presented to the Clerk and offered for probate by Brantley R. Hanks, the proponent of the will.

It appearing that the decedent resided at 4180 Westover Drive, in Danville, Virginia, within the jurisdiction of this Court, and died on April 13, 2002; and, Henry A. Davis Jr., one of the subscribing witnesses to the paper writing, was duly sworn and deposed that he and Faye N. Doolin were present together at the same time and in the presence of the deceased, when the decedent signed the paper writing and acknowledged it to be the decedent's will, that they, at the decedent's request, in the decedent's presence and in the presence of each other, signed their names thereto as subscribing witnesses and that the deceased was at that time over the age of eighteen years and capable of making a will. Upon this evidence the paper writing dated October 19, 1998, consisting of three (3) pages, is ESTABLISHED and ADJUDGED to be the true last will and testament of Mildred Weatherford Hanks, deceased, and is ORDERED to be recorded as such.

The written notice of probate and the affidavit referred to in Sec. 64.1-122.2, Code of Virginia, were given to the proponent.

 Clerk  
May 10, 2002

000007 MAY 10 2002

**LIST OF HEIRS**  
COMMONWEALTH OF VIRGINIA

Case No.: CWF020000148

Danville Circuit Court

Mildred Weatherford Hanks  
NAME OF DECEDENT

April 13, 2002  
DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
Brantley Reid Hanks	9032 River Crescent Suffolk, VA 23433	Son	Over 18
Martha H. Cooper	685 Courtyard Court Charlottesville, VA 22903	Daughter	Over 18
LaVerne H. Campbell	2080 Moorefield Bridge Road Danville, VA 24541	Daughter	Over 18
Louise Nicole H. Garrison	148 Hanks Lane Danville, VA 24541	Daughter	Over 18

I/we am/are (please check one):

- ☒ Proponent(s) of the will (no qualification)  
☐ Personal representative(s) of the decedent's estate  
☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this tenth day of May, 2002  
DATE

Brantley R. Hanks  
PRINTED NAME OF SUBSCRIBER

Brantley R. Hanks  
SIGNATURE OF SUBSCRIBER

\_\_\_\_\_  
PRINTED NAME OF SUBSCRIBER

\_\_\_\_\_  
SIGNATURE OF SUBSCRIBER

\_\_\_\_\_  
PRINTED NAME OF SUBSCRIBER

\_\_\_\_\_  
SIGNATURE OF SUBSCRIBER

State of Virginia

Danville, to-wit:

Subscribed and sworn to before me by **Brantley R. Hanks**

this tenth day of May, 2002

My commission expires: .....

Donna W. Kuylen  
CLERK/DEPUTY CLERK/NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the **Danville** Circuit Court this tenth day of May, 2002  
the foregoing LIST OF HEIRS was filed and admitted to record.

Teste: Gerald A. Gibson  
CLERK

by Donna W. Kuylen Deputy Clerk



96-5682

PG0056 DEC 30 82

BK 1130 PG 206

98-09447

THIS DEED OF GIFT, made and entered into this the 21st day of November, 1996, by and between MILDRED W. HANKS, widow, LOUISE NICOLE HANKS GARRISON and HAROLD E. GARRISON, her husband, BRANTLEY REID HANKS and JUDY P. HANKS, his wife, MARTHA HANKS COOPER, widow, and Laverne Hanks Campbell and JOHN H. CAMPBELL, her husband, parties of the first part, Grantors; and MILDRED W. HANKS, party of the second part, Grantee.

- - W I T N E S S E T H - -

That for and in consideration of the sum of \$1.00 and other good and valuable consideration, cash in hand paid by the party of the second part to the parties of the first part, at and before the sealing and delivery of this deed, receipt of which is hereby acknowledged, the said parties of the first part do hereby give, grant and convey, with General Warranty of Title and English Covenants of Title, unto the said party of the second part, all those certain lots or parcels of land lying and being in the City of Danville, Virginia, (by annexation from Pittsylvania County, Virginia, on January 1, 1988), fronting on U. S. Highway No. 58 and the Martinsville Road (now named Westover Drive), and as to Parcel First(a), being partly in Pittsylvania County, Virginia, and more particularly described as follows:

First: All of that certain tract or parcel of real estate, lying and being formerly in Pittsylvania County, Virginia, in Tunstall District on and near U. S. Alternate Highway No. 58, and being the remaining portion of that tract of land which was conveyed to Susie Jones Reynolds, Elizabeth Jones Brown, and Fanny Jones Mitchell from G. W. Goode, executor of Thomas G. Jones by deed, dated August 16, 1947, and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 382, page 389, after deducting the amount of land occupied and taken by Alternate U. S. Highway No. 58 and any off conveyances and a map has been made by E. L. Moore, Surveyor,

November 15, 1955, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 364, page 8, and specific reference to said map is hereby made, and a portion of said land is described on said map as follows:

(a) All of that tract of land on the southern side of U. S. Alternate Highway No. 58 designated as Tract No. 1 designated as containing 13.09 acres and joins the land of John Cunningham, Galloway, H. W. Kempton estate and others and an exact description thereof can be obtained from said map, which is duly recorded in the Clerk's Office of the Circuit Court of said County in Deed Book 364, page 8.

(b) All of that certain tract or parcel of land on the northern side of Alternate U. S. Highway 58 designated as Tract no. 2 containing 4.89 acres, more or less, and joins the lands of Curtis Hanks on the north and Alternate U. S. Highway 58 on the east and is fully described on the aforesaid map made by E. L. Moore, to which map reference is made for a more detailed description.

(c) All the remaining portion of the original tract of land (said original tract supposed to have contained 35 acres) which lies on the northern side of the Martinsville Road which was formerly U. S. Highway No. 58 and fronting on said road and also joined on the west by the lands of Lloyd Ferguson and on the east by the lands of J. R. Regan estate and on the north by an old road, it being the intention here to convey all of the original tract of land now remaining and located on the northern side of the Martinsville road, it not being intended to limit the same to the description shown by the survey of E. L. Moore but to include any land belonging to the parties of the first part which lies on the northern side of the Martinsville Road.

As stated above, it is intended in this deed to convey all the remaining portion of the land conveyed to Susie Jones Reynolds, Elizabeth Jones Brown and Fanny Jones Mitchell described in the deed from G. W. Goode, executor of Thomas G. Jones, dated August 16, 1947, recorded in said Deed Book 382, page 389, the interest of Susie Jones Reynolds having been conveyed to Elizabeth Jones Brown by deed of December 18, 1947, recorded in Deed Book 288, page 123, of said County Clerk's Office, SAVE and EXCEPT such portion as have heretofore been sold off and was acquired for Alternate U. S. Highway No. 58.

BK 1130PG208 PG0058 DEC 30 88

Specific reference is hereby made to the map of E. L. Moore as to Tracts Nos. 1 and 2 above described and for the general location of the Parcel (c) above described which is not limited to the survey made by E. L. Moore but to include all of the land on the northern side of the Martinsville Road.

The above described land, Parcel First, is the same land conveyed to Harry Curtis Hanks by deed dated November 22, 1955, from Elizabeth Jones Brown, et. als., recorded in the aforesaid County Clerk's Office in Deed Book 364, page 6, and reference to said deed is hereby made.

Second: BEGINNING at an iron on the southern side of Danville-Martinsville Road (U.S. Highway No. 58) as shown by map hereafter referred to, thence along the western side of an unnamed 40 foot road S. 27° W. 577.65 feet to an iron; thence N. 63° 17' W. 585.1 feet to a rock; thence N. 30° 10' E. 113.16 feet to an iron on the southern side of said Danville-Martinsville Road (U. S. Highway No. 58); thence along the southern side of said Danville-Martinsville Road (U. S. Highway No. 58) N. 68° 08' E. 343.7 feet, N. 76° 08' E. 193.63 feet, S. 86° 19' E. 147.33 feet and S. 81° 37' E. 74.8 feet to the point and place of beginning; containing 5.28 acres as shown by map dated April 27, 1949 by H. S. Pierce, Surveyor, recorded in said County Clerk's Office in Deed Book 302, page 99.

The above described land, Parcel Second, is the same land conveyed to Harry Curtis Hanks by deed dated January 17, 1953, from L. L. Hanks and wife, of record in said County Clerk's Office in Deed Book 341, page 556, and reference to said deed is hereby made.

SAVE and EXCEPT from both said Parcels First and Second so much thereof, if any, as have heretofore been conveyed therefrom for the highways and roads shown on said maps.

All of the above described land is land of which Harry Curtis Hanks died intestate seized and possessed on November 10, 1981, leaving surviving him as his sole heirs at law, his wife, the said Mildred W. Hanks, and four children, namely, Louise Nicole Hanks, who has married and is now Louise Nicole Hanks Garrison, Brantley Reid Hanks, Martha Hanks Cooper and LaVerne Hanks Campbell.

The conveyance of the above described land is hereby

HENRY A. DAVIS, JR.  
ATTORNEY AT LAW  
P. O. DRAWER 827  
CHATHAM, VIRGINIA  
24531

made subject to all easements and rights of way of record or in place which map affect the above described land.

WITNESS the following signatures and seals.

Mildred W. Hanks (SEAL)  
Mildred W. Hanks

Louise Nicole Hanks Garrison (SEAL)  
Louise Nicole Hanks Garrison

Harold E. Garrison (SEAL)  
Harold E. Garrison

Brantley Reid Hanks (SEAL)  
Brantley Reid Hanks

Judy P. Hanks (SEAL)  
Judy P. Hanks

Martha Hanks Cooper (SEAL)  
Martha Hanks Cooper

LaVerne Hanks Campbell (SEAL)  
LaVerne Hanks Campbell

John H. Campbell (SEAL)  
John H. Campbell

STATE OF VIRGINIA

AT LARGE, to-wit: County of Pittsylvania

The foregoing instrument was acknowledged before me on the 17th day of December, 1996, by MILDRED W. HANKS, widow.

My Commission expires 11/30/98.

Henry A. Davis, Jr.  
Notary Public

STATE OF VIRGINIA

AT LARGE, to-wit: ~~City~~ County of Pittsylvania

The foregoing instrument was acknowledged before me on the 17th

HENRY A. DAVIS, JR.  
ATTORNEY AT LAW  
P. O. DRAWER 627  
CHATHAM, VIRGINIA  
24531

BK 1130PG210

PG0060 DEC 30 1996

day of December, 1996, by LOUISE NICOLE HANKS GARRISON and  
HAROLD E. GARRISON, her husband.

My Commission expires 11/30/98.

Henry A. Davis, Jr.  
Notary Public

STATE OF VA

COUNTY OF Pittsylvania, to-wit:

The foregoing instrument was acknowledged before me on the 27th  
day of December, 1996, by BRANTLEY REID HANKS and JUDY P.  
HANKS, his wife.

My Commission expires 11/30/98.

Henry A. Davis, Jr.  
Notary Public

STATE OF VA

COUNTY OF Pittsylvania, to-wit:

The foregoing instrument was acknowledged before me on the 27th  
day of December, 1996, by MARTHA HANKS COOPER, widow.

My Commission expires 11/30/98.

Henry A. Davis, Jr.  
Notary Public

STATE OF VIRGINIA

AT LARGE, to-wit: ~~City~~/County of Pittsylvania

The foregoing instrument was acknowledged before me on the 17th  
day of December, 1996, by LAVERNE HANKS CAMPBELL and JOHN H.  
CAMPBELL, her husband.

My Commission expires 11/30/98.

Henry A. Davis, Jr.  
Notary Public

HENRY A. DAVIS, JR.  
ATTORNEY AT LAW  
P. O. DRAWER 827  
CHATHAM, VIRGINIA 24631

This instrument is exempt  
from recordation taxes as  
set forth in Va. Code of 1950  
Section 58.1-811(D).

-5-

State Tax	039	<u>exempt</u>
City Tax	214	<u>1.00</u>
Transfer	212	<u>1.00</u>
Grantor Tax	038/220	<u>exempt</u>
Clerk	301	<u>13.00</u>
VSL	145	<u>1.00</u>
TFF	106	<u>3.00</u>
Total	\$	<u>18.00</u>

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE

The foregoing instrument with acknowledgement was  
admitted to record on Dec 30, 1996, at  
1:17 P. M.

TESTE: GERALD A. GIBSON, CLERK

Given/Mailed to: Louise Garrison

VIRGINIA:		
Clerk	301	<u>13.00</u>
St. R. Tax	039	
Co. R. Tax	213	
Grantor Tax	038/220	
VSLF	145	<u>\$1.00</u>
Transfer	212	<u>1.00</u>
Tech Fee	106	<u>3.00</u>
Total	\$	<u>18.00</u>

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

The foregoing instrument with acknowledgement was admitted to  
record on Oct 5, 1998, at 1:24 P. M. in

D.B. 1130 Page 206 Inst. No. 98-09447

Teste: H.F. HAYMORE, JR., CLERK

By: Priscilla Allen Deputy Clerk

AFFIDAVIT

State of Virginia,

Pittsylvania County

Mildred Weatherford Hanks, after first being duly sworn, deposed and said as follows:

That, Harry Curtis Hanks departed this life on the 10 day of November, 1981, intestate, seized and possessed of the following real estate lying, being and situate in the Pittsylvania County, Virginia, described as follows:

Martinsville Road 5.18 acres

Martinsville Road 1.28 acres

Highway 58 PT Lots 25-28

That, the said Harry Curtis Hanks left as his/her sole heirs at law, the following persons:

NAME	RELATIONSHIP	ADDRESS
<u>Mildred Weatherford Hanks</u>	<u>Wife</u>	<u>Route #6, Box 340, Danville, VA. 24541</u>
<u>Brantley Reid Hanks</u>	<u>Son</u>	<u>304 Park Place, Newport News, Va. 23601</u>
<u>Martha Hanks Cooper</u>	<u>Daughter</u>	<u>36 Georgetown Green, Charlottesville, Va. 22901</u>
<u>LaVerne Hanks Campbell</u>	<u>Daughter</u>	<u>8247 Valley Drive, Chargin Falls, Ohio 44022</u>
<u>Louise Nicole Hanks</u>	<u>Daughter</u>	<u>Route #2, Box 240, Danville, Va. 24541</u>

That, \_\_\_\_\_; and \_\_\_\_\_ departed this life on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, intestate, unmarried and without issue, and leaving as his/her sole heirs at law, the following:

NAME	RELATIONSHIP	ADDRESS

That, by virtue of the Statute of Descent and Distributions, His sole Heirs at Law listed above are the true and lawful owner of the above described real estate; and

That, the above described real estate stands in the name of Harry Curtis Hanks on the land books of the said Pittsylvania County; and

That, the said Mildred Weatherford Hanks desires that the said real estate be transferred, assessed and indexed in her name as provided by Section 64-127.1 of the Code of Virginia.

That the Clerk of the Circuit Court of the Pittsylvania County, Virginia, record this instrument in his office and index the same as provided by law, and also certify an abstract of this affidavit to the Commissioner of Revenue of said county in order that the said real estate hereinabove described may be transferred on the Land Books in the name of Mildred Weatherford Hanks, and assessed as provided by law.

Mildred Weatherford Hanks, Affiant.  
Heir—Personal Representative  
(Mildred Weatherford Hanks)



City of Danville, to-wit:

I, Cora Farthing

Notary Public

do hereby certify that Mildred Weatherford Hanks, the affiant whose name is subscribed

to the foregoing affidavit, duly swore and made oath to the correctness and truth of the facts stated therein,

before me in the said City of Danville, State of Virginia,

this 6 day of January, 1982

Given under my hand, this 6 day of January, 1982

My commission expires 6/29/84

Cora Farthing  
Notary Public—Clerk of Circuit/Corporation Court.

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA,

ON THE 8TH DAY OF January 1982 10:00A. According to Writing  
UPON ITS CERTIFICATE OF ADOPTION, BEING AS FOLLOWS: AS REC'D.

TESTE: L. W. Swanson, CLERK

Will of James A. Cox

Jan. 1 - 1979

I, James A. Cox, being of sound mind & body  
do hereby make my will.To my wife, Jamie E. Cox, I leave all my  
personal property, cash & stocks except the  
one that I hold in joint tenants with Ronald  
L. Cox & James W. CoxTo my wife Jamie E. Cox I leave the home  
house & lot. also my half of home farm  
owned by myself & E. J. Cox. So long as  
she lives, ~~at her death~~ it at her death  
it will go to our two sons or there children.387 To My sons James W. & Ronald L. Cox I  
leave 25 shares in Montell Inc.



364/6

6 364/6

THIS DEED made and entered into this the 22nd day of November, 1955, by and between ELIZABETH JONES BROWN and JOHN E. BROWN, her husband, and FANNY JONES STRAUD (formerly Fanny Jones Mitchell) and Woody D. STRAUD, her husband, parties of the first part; and HARRY CURTIS HANKS, party of the second part.

W I T N E S S E T H

That for and in consideration of the sum of Five Thousand (\$5,000.00) Dollars cash in hand paid by the party of the second part to the parties of the first part, at and before the sealing and delivery of this deed, receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, all of that certain tract or parcel of real estate, lying and being in Pittsylvania County, Virginia, in Tunstall District on and near U.S. Alternate Highway No. 58, and being the remaining portion of that tract of land which was conveyed to Susie Jones Reynolds, Elizabeth Jones Brown, and Fanny Jones Mitchell from G. W. Goode, executor of Thomas G. Jones by deed, dated August 16, 1947, and recorded in Deed Book 382, page 389, after deducting the amount of land occupied and taken by Alternate U.S. Highway No. 58 and any off conveyances and a map has been made by E. L. Moore, Surveyor, November 15, 1955, and a portion of said land is described on said map as follows:

1. All of that tract of land on the southern side of U.S. Alternate Highway No. 58 designated as Tract No. 1 designated as containing 13.09 acres and joins the land of John Cunningham, Galloway, H. W. Kempton estate and others and an exact description thereof can be obtained from said map, which is to be recorded along with this deed.
2. All of that certain tract or parcel of land on the northern side of Alternate U. S. Highway 58 designated as Tract No. 2 containing 4.89 acres, more or less, and joins the lands of Curtis Hanks on the north and Alternate U.S. Highway No. 58 on the east and is fully described on the aforesaid map made by E. L. Moore to which map reference is made for a more detailed description.
3. All the remaining portion of the original tract of land (said original tract supposed to have contained 35 acres) which lies on the northern side of the Martinsville Road which was formerly U.S. Highway No. 58 and fronting on said road and also joined on the west by the lands of Lloyd Ferguson and on the east by the lands of J. R. Regan estate and on the north by an old road, it being the intention hereto convey all of the original tract of land now remaining and located on the northern side of the Martinsville road, it not being intended to limit the same to the description shown by the survey of E. L. Moore but to include any land belonging to the parties of the first part which lies on the northern side of the Martinsville Road.

LAW OFFICES  
LANGHORNE JONES

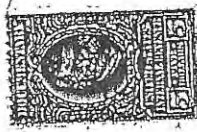
As stated above, it is intended in this deed to convey all the remaining portion of the land conveyed to Susie Jones Reynolds, Elizabeth Jones Brown and Fanny Jones Mitchell described in the deed from G. W. Goode, executor of Thomas G. Jones, dated August 16, 1947, recorded in Deed Book 382, page 389, the interest of Susie Jones Reynolds having been conveyed to Elizabeth Jones Brown by deed of December 18, 1947, recorded in Deed Book 288, page 123, of said Clerk's Office, SAVE AND EXCEPT such portion as have heretofore been sold off and was acquired for Alternate U.S. Highway No. 58.

Specific reference is hereby made to the map of E. L. Moore as to Tracts Nos. 1 and 2 above described and for the general location of the 3rd tract above described which is not limited to the survey made by E. L. Moore but to include all of the land on the northern side of the Martinsville Road.

The parties of the first part covenant that they have a right to convey the said land; that they have a right to convey the said land; that they have done no act to encumber the same; that the grantees shall hold the same, free from any encumbrances; and that they will execute such other assurances of title as may be requisite.



WITNESS the following signatures and seals.



Elizabeth Jones Brown (SEAL)  
Elizabeth Jones Brown  
John E. Brown (SEAL)  
John E. Brown  
Fanny Jones Straud (SEAL)  
Fanny Jones Straud  
Woody D. Straud (SEAL)  
Straud

STATE OF VIRGINIA

COUNTY OF PITTSYLVANIA, to-wit:

I, Mary D. Williams, a Notary Public in and for the State and County aforesaid, do hereby certify that Elizabeth Jones Brown and John E. Brown, whose names are signed to the foregoing writing, bearing date on the 22nd day of November, 1955, acknowledged the same before me within my State and County aforesaid.

Given under my hand this the 5<sup>th</sup> day of December, 1955.

My commission expires on the 20<sup>th</sup> day of October, 1957

Mary D. Williams  
Notary Public

STATE OF Conn.

COUNTY OF New Haven, to-wit:

LAW OFFICES  
LANGHORNE JONES  
SAMUEL M. HAIRSTON

I, Gertrude E. Clyne, a Notary Public in and for the State and

County aforesaid, do hereby certify that Fanny Jones Straud and Woody W. Straud, whose names are signed to the foregoing writing, bearing date on the 22nd day of November, 1955, acknowledged the same before me within my State and County aforesaid.

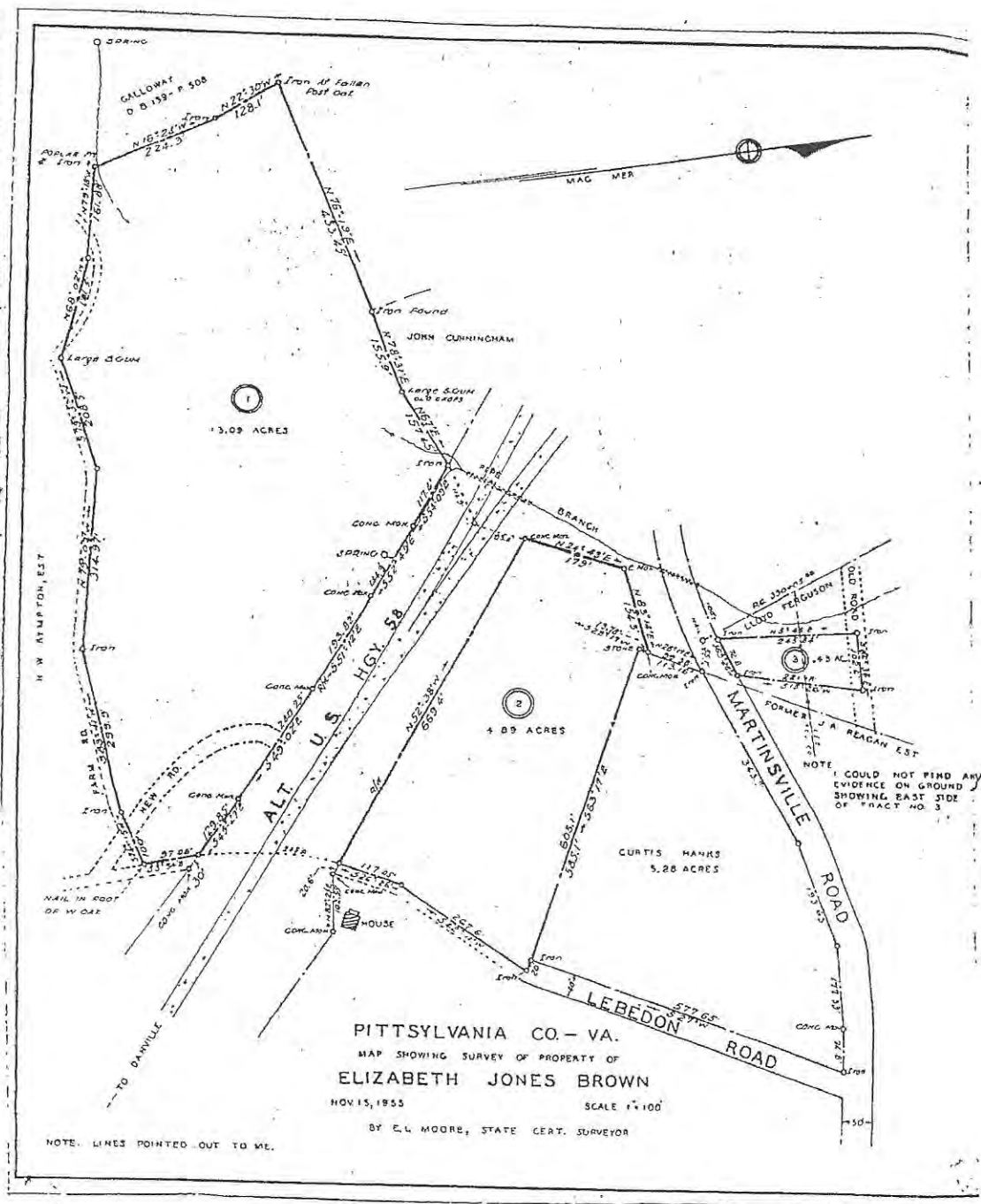
Given under my hand and seal this the 22<sup>nd</sup> day of November, 1955.

My commission expires on the 1st day of April, 1957

Gertrude E. Clyne  
Notary Public

mailed H.C. Hanks  
R.S. - Danville  
12-17-55

*This Map Has Been Reduced 50 Per Cent*



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

556

Said party of the first part covenant(s) that she has a right to convey said property; that she has done no act to encumber the same; that the grantees herein shall have quiet and peaceable possession thereof free from encumbrances, and that she will execute such further assurances of title as may be requisite.

WITNESS the following signature(s) and seal(s):

*Grace Evelyn Arnott* (SEAL)

STATE OF VIRGINIA

CITY OF DANVILLE, to-wit:

I, *J.P. Zwick*, a Notary Public in and for the City of Danville, in the State of Virginia, do hereby certify that *Grace Evelyn Arnott*

whose name(s) is signed to the foregoing deed of trust, bearing date on the 30th day of January, 1953, has acknowledged the same before me in my City and State aforesaid.

My commission expires on the 16 day of Jan, 1954  
Given under my hand this 5 day of Feb, 1953

*J.P. Zwick*  
Notary Public

VIRGINIA:

In the Clerk's office of the Circuit Court of Pittsylvania County on the 6th day of Feb, 1953, at 9:00 o'clock, A. M., the foregoing deed was admitted to record upon the certificate of acknowledgment endorsed hereon.

Teste: *E. E. Friend* CLERK

THIS DEED, made and entered into this the 17th., day of January, 1953 by and between L. L. HANKS and NANCY W. HANKS, parties of the first part and HARRY CURTIS HANKS, party of the second part.

WITNESSETH

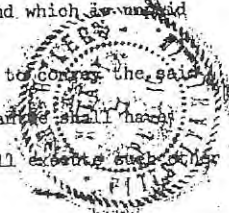
That for and in consideration of the sum of \$ 1,712.00 cash in hand paid to the parties of the first part by the party of the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, with General Warranty of Title all of their undivided right, title and interest in and to the following described real estate lying and being in Tunstall District, of Pittsylvania County, Virginia and described as follows:

BEGINNING at an iron on the southern side of Danville-Martinsville Road (U. S. Highway No. 58) as shown by map hereafter referred to, thence along the western side of an unnamed 40 foot road S. 27° W. 577.65 feet to an iron; thence N. 63° 17' W. 585.1 feet to a rock; thence N. 30° 10' E. 113.16 feet to an iron on the southern side of said Danville-Martinsville Road (U. S. Highway No. 58); thence along the southern side of said Danville-Martinsville Road (U. S. Highway No. 58) N. 68° 08' W. 343.7 feet N. 76° 08' E. 193.63 feet S. 86° 19' E. 147.33 feet and S. 81° 37' E. 74.8 feet to the point and place of beginning; containing 5.28 acres as shown by map dated April 27th., 1949 by H. S. Pierce, Surveyor recorded in Deed Book 302, page 99 and is the same land conveyed to L. L. Hanks and H. C. Hanks by deed from Jennie Soyars Reagan and others May 2, 1949 recorded in Deed Book 320, page 96 to which deed and map reference is made for further description.



It is understood that there is now a deed of trust on this land which is unpaid and this deed is made subject to said Deed of Trust.

The parties of the first part covenant that they have a right to convey the said land; that they have done no act to encumber the same; that the grantees shall have quiet possession thereof, free from encumbrances; and that they will execute such other assurances of title as may be requisite.





WITNESS, the following signatures and seals.

552



L. L. Hanks (SEAL)  
Nancy W. Hanks (SEAL)

STATE OF VIRGINIA

County of Pittsylvania, to wit:

I, J. R. Hylar, a Notary Public, in and for County and State aforesaid, do hereby certify that L. L. HANKS and NANCY W. HANKS, whose names are signed to the foregoing writing, bearing date of the 17th. day of January 1953 have acknowledged same before me in my County and State aforesaid.

Given under my hand this the 4th day of January, 1953

My commission expires the 29th day of January, 1956

J. R. Hylar  
Notary Public

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA AT COURTHOUSE THEREOF, ON THE 4th DAY OF Feb. 1953 AT 7:00 O'CLOCK A.M., THE FOREGOING writing UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD.

TESTE  
E. E. J. J. J. CLERK

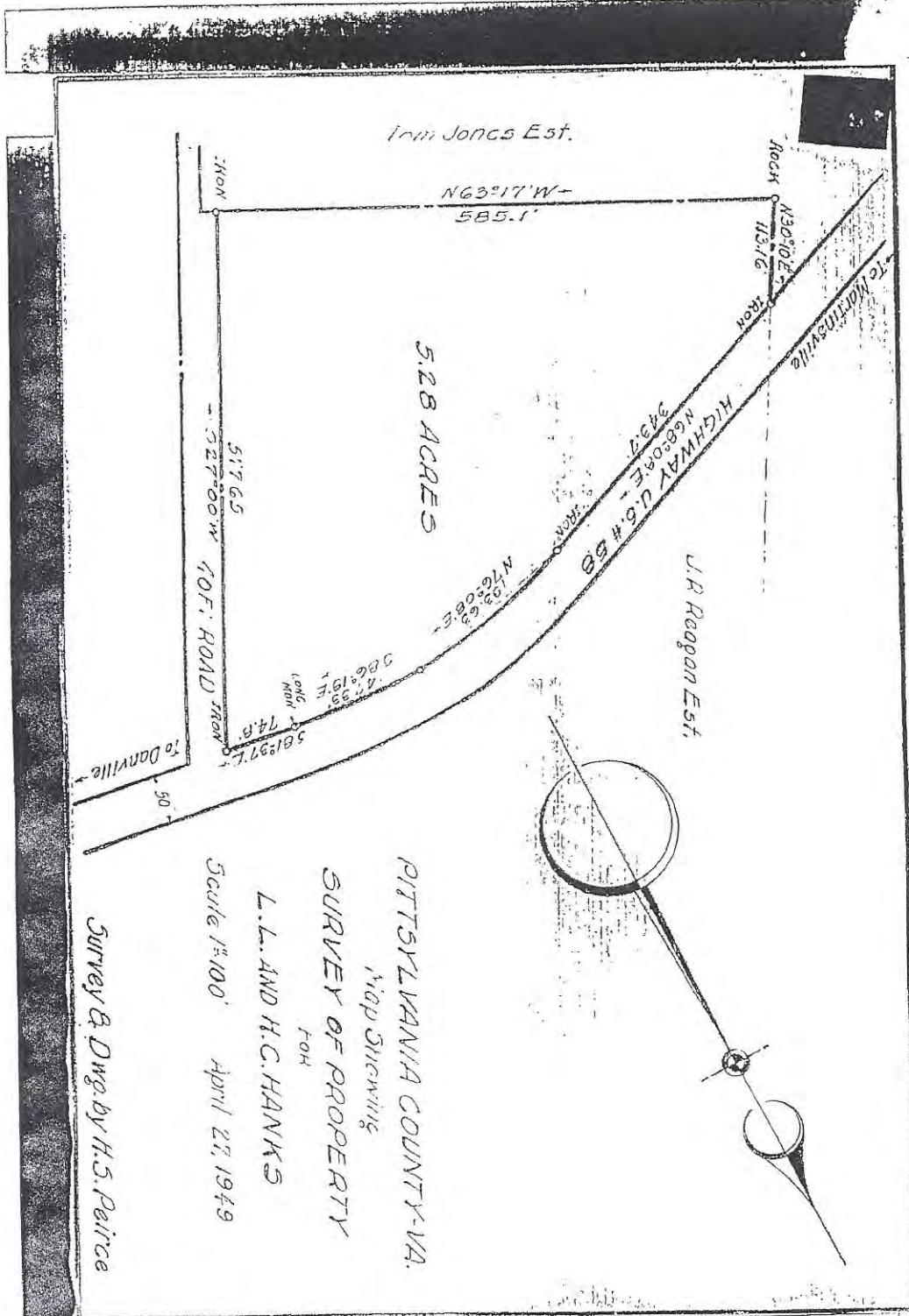
557 THIS DEED, made and entered into this the 27th., day of December 1952, by and between Nathaniel Tucker and Alice Tucker, his wife, parties of the first part and Wade Isaac Hubbard, party of the second part.

WITNESSETH

That for and in consideration of the cancellation by the party of the second part of a claim which he has against Nathaniel Tucker, the said Nathaniel Tucker is giving this deed as evidence of a receipt therefore, the said parties of the first part do hereby grant and convey unto the said party of the second part, with General Warranty of Title all of their undivided right title and interest in and to that certain tract of parcel of real estate lying and being in Staunton River District of Pittsylvania County, Virginia containing 88.5 acres more or less but is sometimes referred to as 92 acres being in fact Lot No. 6 containing 60.5 acres and Lot No. 7 containing 28 acres as shown on the map of J. T. Brunfield land - made 19th. by J. A. Vawter September/1914 and recorded in Deed Book 145, at page 213 in the Clerk's Office of said county it being the land which was conveyed to Coleman T. Tucker by a deed from John T. Brunfield and recorded in Deed Book 146, at page 38 the said Coleman Tucker having died testate and in the fourth clause of his will devised the John Brunfield farm to Nathaniel Tucker and Wade Isaac Hubbard. It is the intention of the parties of the first part to convey their one half interest in said land to the party of the second part.

302/99

THIS MAP HAS BEEN REDUCED 10 PER CENT.



(2846)

ORIGINAL IN THE RECORDS OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA, VA. 25- 27/49 47 11 11

RECORDED TO RECORD.

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21-1202  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

Prepared by:  
Rudy, Coyner & Associates, PLLC  
Kerry Brian Hutcherson (VB#75018)  
Title Insurance provider: Old Republic National Title  
GPIN No. Portion of #70726  
Consideration: \$180,000.00  
Assessed Value: not individually assessed

**THIS DEED OF BARGAIN AND SALE**, is made this 8  
day of March, 2021, by and between **T R PROPERTIES, INC., a  
Virginia corporation** ("Grantor"), and **PAR 5 DEVELOPMENT  
GROUP, L.L.C., a North Carolina limited liability company**  
("Grantee"), having a mailing address of 2075 Juniper Lake Road,  
West End, NC 27376;

**WITNESSETH:** That for and in consideration of the sum of  
Ten Dollars (\$10.00) and other good and valuable consideration,  
the receipt of which is hereby acknowledged, Grantor does  
hereby grant and convey, with GENERAL WARRANTY AND  
ENGLISH COVENANTS OF TITLE, unto Grantee, in fee simple, the  
following described property, to-wit:

SEE SCHEDULE A ATTACHED HERETO  
AND MADE A PART HEREOF

THIS conveyance is made expressly subject to all recorded

restrictions, easements, reservations, and other conditions of record affecting the same.

WITNESS the following signatures and seals:

T R PROPERTIES, INC., a Virginia corporation

BY: \_\_\_\_\_

ITS: T.G. BALABANIS PRESIDENT

STATE OF Virginia

CITY/COUNTY OF Martinsville, to-wit:

The foregoing instrument was acknowledged before me  
this 8th day of March, 2021, by  
T.G. Balabanis, PRESIDENT of T R  
Properties, Inc., a Virginia corporation, on behalf of said  
company.

My commission expires: 01-31-23

Christine M. Harvey  
NOTARY PUBLIC





**SCHEDULE A**

ALL that certain tract or parcel of land situate in the City of Danville, Virginia, designated as shown on a certain plat by Crutchfield & Associates, Inc., File No. 20722, recorded in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210000730, containing 1.913 Acres, 83,320 Sq. Ft., more or less, and which parcel is further described, with reference to said plat as follows:

BEGINNING at a found pipe at the intersection of the southern right-of-way of Westover Drive and the western right-of-way of Lebedon Road (unimproved); thence along the western right-of-way of Lebedon Road (unimproved), S 23° 47' 16" W for a distance of 349.23 feet to a rebar set; thence, N 85° 26' 49" W for a distance of 37.96 feet to a rebar set; thence, N 74° 00' 45" W for a distance of 130.12 feet to a rebar set; thence, N 16° 19' 16" W for a distance of 108.22 feet to a rebar set; thence, N 12° 16' 54" W for a distance of 148.03 feet to a rebar set on the southern right-of-way of Westover Drive; thence along the southern right-of-way of Westover Drive along a curve turning to the right through 32° 03' 35", having a radius of 535.25 feet, and whose long chord bears N 81° 51' 16" E for a distance of 295.61 feet to a found pipe; thence, S 82° 27' 27" E for a distance of 73.70 feet to the POINT OF BEGINNING.

BEING a portion of the same real estate conveyed to TR Properties, Inc., by Deed from Brantley R. Hanks and Judith P. Hanks, Trustees of the Hanks Trust, Laverne H. Campbell and Martha H. Cooper, dated August 7, 2008, recorded August 8, 2008, in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 08-3178.

INSTRUMENT 210001202  
 RECORDED IN THE CLERK'S OFFICE OF  
 DANVILLE CIRCUIT COURT ON  
 MARCH 12, 2021 AT 12:38 PM  
 \$180.00 GRANTOR TAX WAS PAID AS  
 REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
 STATE: \$90.00 LOCAL: \$90.00  
 GERALD A. GIBSON, CLERK  
 RECORDED BY: SMB

# OVERSIZED MAP

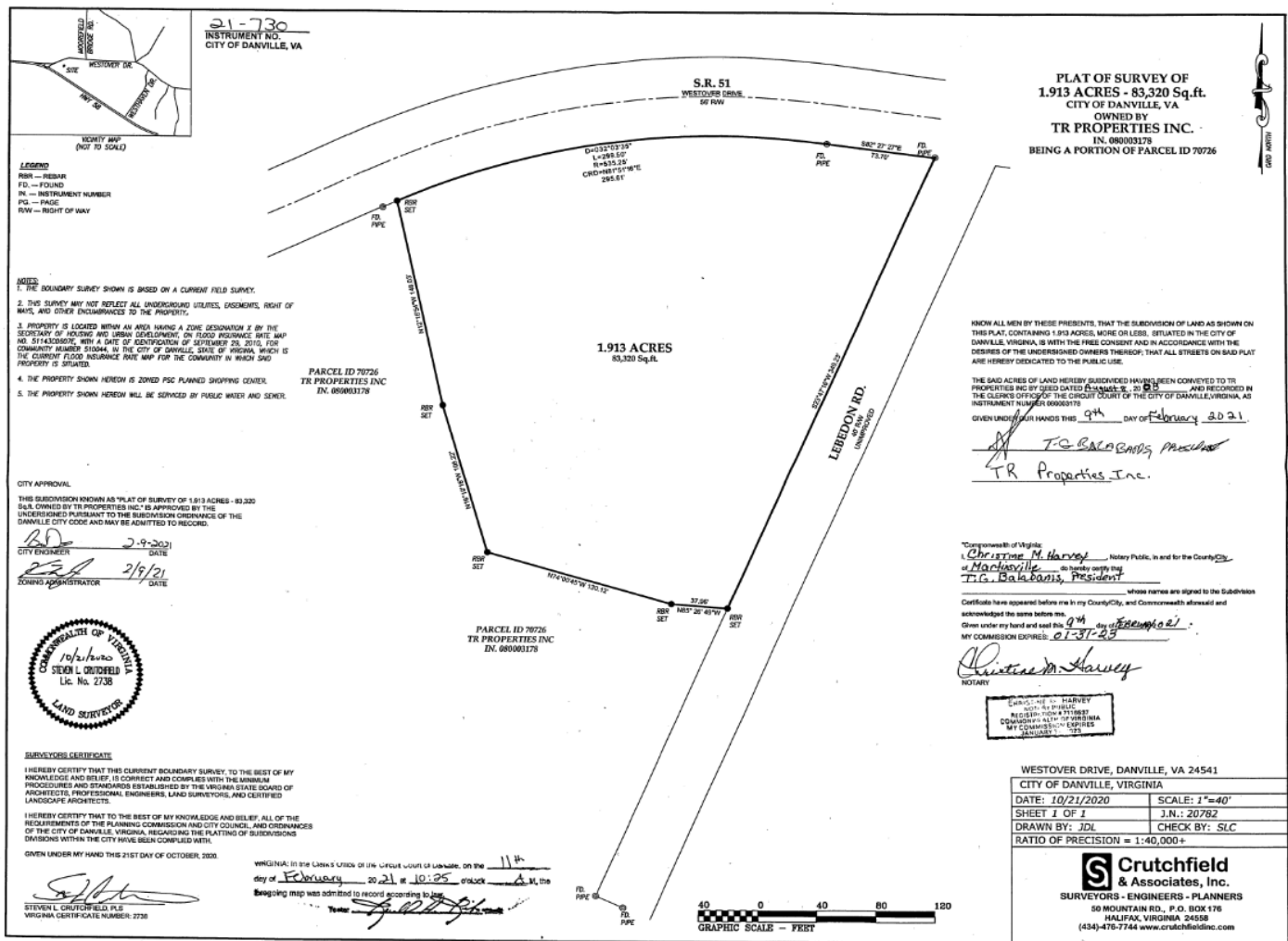
(SEE MAP FILE)

INSTRUMENT # 21-730

PIN # 70726

NAMES: TR Properties Inc  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STREETS: Westover Dr  
Lebedon Rd.  
\_\_\_\_\_  
\_\_\_\_\_



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A – COVER SHEET CONTENT**Instrument Date: 3/10/2021Instrument Type: AGNumber of Parcels: 1 Number of Pages: 9☒ City ☐ County DANVILLE  
CIRCUIT COURTTax Exempt? VIRGINIA/FEDERAL CODE SECTION☐ Grantor: .....☐ Grantee: .....

Business/Name

1 X Grantor: T R PROPERTIES, INC.

Grantor: .....

1 X Grantee: PAR 5 DEVELOPMENT GROUP, L.L.C.

Grantee: .....

Grantee Address

Name: PAR 5 DEVELOPMENT GROUP, L.L.C.Address: 2075 JUNIPER LAKE ROADCity: WEST END State: NC Zip Code: 27376Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

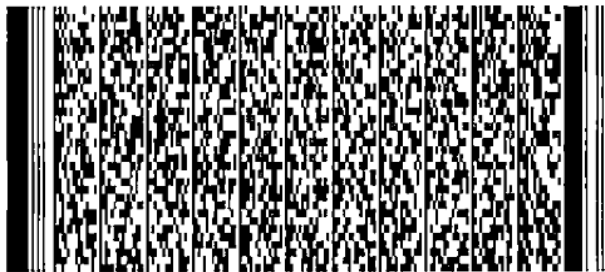
PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: ..... Original Page No.: ..... Original Instrument No.: .....

Prior Recording At: ☐ City ☐ County ..... Percentage In This Jurisdiction: 100%

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number/Tax Map Number: 70726Short Property Description: 1.913 ACRES, MORE OR LESSCurrent Property Address: WESTOVER DRIVECity: DANVILLE State: VA Zip Code: 24541Instrument Prepared By: KERRY BRIAN HUTCHERSON Recording Paid By: RUDY COYNER & ASSOCIATESRecording Returned To: RUDY COYNER & ASSOCIATESAddress: 9910 WAGNERS WAY, P.O. BOX 58City: CHESTERFIELD State: VA Zip Code: 23832

21-1396  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

(Area Above Reserved For Deed Stamp Only)

Prepared By: Kerry B. Hutcherson, VSB 75018  
RudyCoyner, Attorneys at Law  
P.O. Box 58  
Chesterfield, VA 23832

Parcel ID: 70726

### **RESTRICTIVE COVENANTS AGREEMENT**

THIS RESTRICTIVE COVENANTS AGREEMENT (this "Agreement") is made this 10<sup>th</sup> day of March, 2021, made by and between **T R PROPERTIES, INC.** (referred to herein as "TR" and a grantor for indexing purposes), **PAR 5 DEVELOPMENT GROUP, L.L.C.** (referred to herein as "Par 5" and a grantee for indexing purposes), witnesseth:

### **RECITALS**

1. TR is the owner of that parcel of land situated on Virginia State Route 51 (Westover Drive) in the City of Danville, Virginia, which parcel is referred to herein as "**Parcel A**," identified by the City of Danville as a portion of Parcel ID 70726, and more particularly described on **EXHIBIT A**, which is attached hereto and incorporated herein by this reference.

2. Par 5 is the owner of that parcel of land situated on Virginia State Route 51 (Westover Drive) in the City of Danville, Virginia, which parcel is referred to herein as "**Parcel B**," identified by the City of Danville as a portion of Parcel ID 70726, and more particularly described on **EXHIBIT B**, which is attached hereto and incorporated herein by this reference.

3. Par 5 desires to develop Parcel B as the site for a Dollar General retail store, and

4. TR and Par 5 desire to establish for themselves and for their respective successors and assigns, certain protective covenants and restrictions benefiting and burdening Parcel A and Parcel B (together referred to herein as the "Parcels"), as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing recitals, incorporated herein, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, TR and Par 5 do hereby covenant and agree as follows:

1. **Benefited Parties/Binding Effect.** The rights and obligations established in this Agreement shall run with the land and be for the benefit of the Parcels and shall run with the land and be binding upon the Parcels. The owners of the Parcels may delegate the right to enforce the rights granted herein to their respective tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Restrictions on Parcel A. TR, in its capacity as owner of Parcel A, covenants and agrees not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of Parcel A for the purpose of conducting business as or for use as a Family Dollar Store, Bill's Dollar Store, Dollar Tree, Dollar Zone, Variety Wholesale, Dollar Express, Ninety-Nine Cents Only, Deals, Bonus Dollar, Maxway, Super Ten, Planet Dollar, Big Lots, Walgreens, CVS, Rite Aid, or any Wal-Mart concept including but not limited to Super Wal-Mart, Wal-Mart, Wal-Mart Neighborhood Market, or Walmart Express.

3. Restrictions on the Parcels. TR and Par 5, as owners of the Parcels, covenant and agree not to lease, rent, occupy, or allow to be leased, rented or occupied, any part of the Parcels for any of the following uses: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) INTENTIONALLY DELETED; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on either parcel, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) INTENTIONALLY DELETED; (o) any animal raising facilities; (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; (s) any use which creates fire, explosives or other hazards; and (t) facilities for the use of treating addiction including but not limited to inpatient or outpatient substance abuse treatment facilities, pharmacological treatment facilities, safe injection sites and methadone maintenance therapy or clinics.

4. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Pioneer hereby expressly agrees that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Pioneer agrees that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

6. Miscellaneous. This Agreement shall be governed in accordance with the laws of the Commonwealth of Virginia. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns, and only with the prior written consent of Dolgencorp, LLC (i.e., Dollar General Corporation), so long as it, its successors, affiliates, assigns or assignees is leasing Parcel B.

IN WITNESS WHEREOF, the parties, or their duly-authorized representatives have set their hands and seals as of the day, month and year first above written on the following counterpart signature pages.

T R PROPERTIES, INC.:

By: \_\_\_\_\_

Its: \_\_\_\_\_

T. G. BALABANIS PRESIDENTState of VirginiaCity/County of Martinsville, to-wit:

I, Christine M. Harvey, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid T. G. Balabanis, the President of T R PROPERTIES, INC., whose name is signed to the foregoing writing, and acknowledged the same before me.

Given under my hand 8th march 2021.My commission expires: 06-31-23.Registration Number: 7116537.

Christine M. Harvey  
NOTARY PUBLIC



1 4  
[Counterpart signature page 1 of 4]



4  
[Counterpart signature page 2 of 2]

PAR 5 DEVELOPMENT GROUP, L.L.C.:

Brian Ray Clodfelter  
By: Brian Ray Clodfelter

Its: Manager

State of North Carolina

City/County of Moore, to-wit:

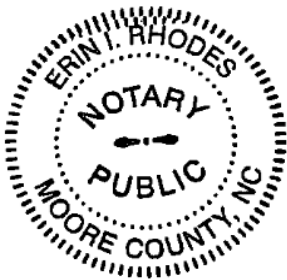
I, Erin I. Rhodes, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid Brian Ray Clodfelter, Manager of PAR 5 DEVELOPMENT GROUP, L.L.C., whose name is signed to the foregoing writing, and acknowledged the same before me.

Given under my hand March 9 2021.

My commission expires: 8-22-2022.

Registration Number: 200723600036.

Erin I. Rhodes  
NOTARY PUBLIC



[Counterpart signature page 3 of 4]

The undersigned Lender is the note holder under a certain deed of trust dated March 10, 2021 and recorded in the Clerk's Office of the Circuit Court of City of Danville, Virginia as Instrument Number 210001205, which subjects the Property to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said deed of trust shall be held subject to this Easement, and joins in this Easement to reflect its direction to the Trustee to execute this Easement to give effect to the subordination of such deed of trust to this Easement. The Trustee joins in the execution of this Easement to confirm that in the event of foreclosure under the deed of trust or other sale of the property described in the deed of trust under judicial or non-judicial proceedings, the property will be sold subject to this Easement.

LENDER: FIRST BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of North Carolina  
City/County of Moore

, to-wit:

The foregoing instrument was acknowledged before me this 16 day of March, 2021, by Tom Boals, in his/her capacity as the Sr VP of First Bank.

Linda M Wetmore

Notary Public

My Commission Expires: 2/3/2022  
Registration No.

LINDA M WETMORE  
NOTARY PUBLIC  
MOORE COUNTY, NC  
My Commission expires: 2/3/2022

[Counterpart signature page 4 of 4]

TRUSTEE

By: Carrie E Coyner

Its: Trustee

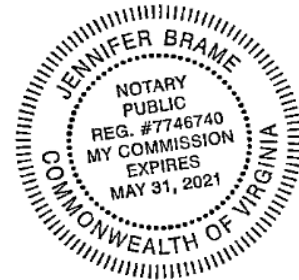
State of Virginia  
City/County of Chesterfield

, to-wit:

The foregoing instrument was acknowledged before me this 18 day of March,  
2021, by Carrie E. Coyner, in his/her capacity as the Trustee of First National Bank.

Jennifer Brane  
Notary Public

My Commission Expires: 05/31/2021  
Registration No. 7746740



**EXHIBIT A**

ALL of that tract of land shown as "New Lot 2A," containing 10.051 acres, more or less, fronting on Westover Drive (State Highway No 51) and Lebedon Road, as shown on plat of Survey dated April 15, 2003, for Brantley Reid Hanks, Martha H. Cooper, and Laverne H. Campbell, by John Bradner, L.C., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Danville, as Instrument No. 03-2738.

LESS AND EXCEPT ALL that certain tract or parcel of land situate in the City of Danville, Virginia, designated as shown on a certain plat by Crutchfield & Associates, Inc., File No. 20722, recorded in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210000730, containing 1.913 Acres, 83,320 Sq.Ft., more or less, and which parcel is further described, with reference to said plat as follows:

BEGINNING at a found pipe at the intersection of the southern right-of-way of Westover Drive and the western right-of-way of Lebedon Road (unimproved); thence along the western right-of-way of Lebedon Road (unimproved), S 23° 47' 16" W for a distance of 349.23 feet to a rebar set; thence, N 85° 26' 49" W for a distance of 37.96 feet to a rebar set; thence, N 74° 00' 45" W for a distance of 130.12 feet to a rebar set; thence, N 16° 19' 16" W for a distance of 108.22 feet to a rebar set; thence, N 12° 16' 54" W for a distance of 148.03 feet to a rebar set on the southern right-of-way of Westover Drive; thence along the southern right-of-way of Westover Drive along a curve turning to the right through 32° 03' 35", having a radius of 535.25 feet, and whose long chord bears N 81° 51' 16" E for a distance of 295.61 feet to a found pipe; thence, S 82° 27' 27" E for a distance of 73.70 feet to the POINT OF BEGINNING.

BEING a portion of the same real estate conveyed to TR Properties, Inc., by Deed from Brantley R. Hanks and Judith P. Hanks, Trustees of the Hanks Trust, Laverne H. Campbell and Martha H. Cooper, dated August 7, 2008, recorded August 8, 2008, in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 08-3178.

**EXHIBIT B**

ALL that certain tract or parcel of land situate in the City of Danville, Virginia, designated as shown on a certain plat by Crutchfield & Associates, Inc., File No. 20722, recorded in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210000730, containing 1.913 Acres, 83,320 Sq.Ft., more or less, and which parcel is further described, with reference to said plat as follows:

BEGINNING at a found pipe at the intersection of the southern right-of-way of Westover Drive and the western right-of-way of Lebedon Road (unimproved); thence along the western right-of-way of Lebedon Road (unimproved), S 23° 47' 16" W for a distance of 349.23 feet to a rebar set; thence, N 85° 26' 49" W for a distance of 37.96 feet to a rebar set; thence, N 74° 00' 45" W for a distance of 130.12 feet to a rebar set; thence, N 16° 19' 16" W for a distance of 108.22 feet to a rebar set; thence, N 12° 16' 54" W for a distance of 148.03 feet to a rebar set on the southern right-of-way of Westover Drive; thence along the southern right-of-way of Westover Drive along a curve turning to the right through 32° 03' 35", having a radius of 535.25 feet, and whose long chord bears N 81° 51' 16" E for a distance of 295.61 feet to a found pipe; thence, S 82° 27' 27" E for a distance of 73.70 feet to the POINT OF BEGINNING.

BEING a portion of the same real estate conveyed to Par 5 Development Group, L.L.C. from TR Properties, Inc. by Deed dated March 8, 2021, recorded March 12, 2021, in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210001202.

INSTRUMENT 210001396  
RECORDED IN THE CLERK'S OFFICE OF  
DANVILLE CIRCUIT COURT ON  
MARCH 25, 2021 AT 02:37 PM  
GERALD A. GIBSON, CLERK  
RECORDED BY: SMB

21-1203  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG0049 MAR 12 21

Prepared By: Kerry B. Hutcherson, VSB 75018  
RudyCoyner, Attorneys at Law  
P.O. Box 58  
Chesterfield, VA 23832

Parcel ID: 70726

**SIGHT DISTANCE EASEMENT AND STORM DRAINAGE EASEMENT**

THIS DEED OF SIGHT DISTANCE EASEMENT AND STORM DRAINAGE EASEMENT (this "Deed") dated March 10, 2020, made by and between **T R PROPERTIES, INC.** (referred to herein as "TR" and a grantor for indexing purposes), **PAR 5 DEVELOPMENT GROUP, L.L.C.** (referred to herein as "Par 5" and a grantee for indexing purposes), witnesseth:

**RECITALS**

1. TR is the owner of that parcel of land situated on Virginia State Route 51 (Westover Drive) in the City of Danville, Virginia, which parcel is referred to herein as "**Parcel A**," identified by the City of Danville as a portion of Parcel ID 70726, and more particularly described on **EXHIBIT A**, which is attached hereto and incorporated herein by this reference.

2. Par 5 is the owner of that parcel of land situated on Virginia State Route 51 (Westover Drive) in the City of Danville, Virginia, which parcel is referred to herein as "**Parcel B**," identified by the City of Danville as a portion of Parcel ID 70726, and more particularly described on **EXHIBIT B**, which is attached hereto and incorporated herein by this reference.

3. Par 5 intends to develop Parcel B as the site for a retail store and desires to obtain a sight distance easement from TR over a portion of Parcel A to allow traffic traveling on Virginia State Route 650 better visibility of the store and its entrance fronting on Route 650, all in accordance with the requirements of the Commonwealth of Virginia, Department of Transportation with respect to the Par 5's acquisition of a permit of a commercial entrance on Parcel B.

4. Par 5 also desires to obtain a storm drainage easement from TR over a portion of Parcel A to allow the drainage of stormwater from Parcel B onto and across Parcel A.

NOW, THEREFORE, in consideration of the foregoing recitals incorporated herein, the covenants made hereinbelow, and other good and valuable consideration, the receipt of which is hereby acknowledged:

TR does hereby GRANT and CONVEY to Par 5, its successors, tenants, and assigns, a perpetual, non-exclusive sight distance easement (the "Sight Distance Easement") over that portion of Parcel A shown as "SIGHT DISTANCE EASEMENT 00.098 AC" and more particularly described on **EXHIBIT C**, which is attached hereto and incorporated herein by this reference and which Sight Distance Easement shall benefit Parcel B.

TR does further hereby GRANT and CONVEY to Par 5, its successors, tenants, and assigns, a perpetual, non-exclusive storm drainage easement (the "Storm Drainage Easement") over that portion of Parcel A shown as "STORM DRAINAGE EASEMENT 0.022 AC" and more particularly described on EXHIBIT C, which Storm Drainage Easement shall benefit Parcel B, TOGETHER WITH a Temporary Construction Easement across such portions of Parcel B as are necessary for access and future maintenance of the Storm Drainage Easement.

Together, the Sight Distance Easement, the Storm Drainage Easement, and the Temporary Construction Easement are referred to herein as the "Easements."

The Easements are granted subject to the following conditions, which shall apply to and bind TR and Par 5 and their respective successors and assigns (and references made below to TR and Par 5 include the respective successors and assigns of TR and Par 5):

1. Par 5 is hereby granted the right to clear vegetation and remove earth from the Sight Distance Easement, as required by the Commonwealth of Virginia, Department of Transportation, in order to meet sight distance requirements for a commercial entrance to be constructed on Parcel B. Par 5 is hereby granted the right to ensure that the Sight Distance Easement is graded and kept clear of any or all structures or obstructions within the Sight Distance Easement that may hinder the line of sight along said right-of-way (i.e., Westover Drive).
2. Par 5 is hereby granted the right, within the Storm Drainage Easement, to clear vegetation, remove earth, and install any improvements necessary to convey stormwater away from Parcel B and across and onto Parcel A. Par 5 is hereby granted the right to maintain the Storm Drainage Easement as necessary to ensure that it functions properly to serve its purpose. Within the Temporary Construction Easement, Par 5 shall have the right to access, store equipment, or perform other such actions reasonably necessary for the construction and maintenance of improvements in the Storm Drainage Easement.
2. Par 5 shall have such rights and privileges as may be reasonably necessary for the full enjoyment or use and for any of the aforesaid purposes of the Easements, including, but not limited to, the right to access the Easements and all other rights specifically conveyed herein.
3. Subject to the conditions of this Deed, TR is permitted to make use of the Easements on Parcel A in a manner which is not inconsistent with the rights herein conveyed, or which does not interfere with the use of the Easements by Par 5 for the purposes described herein.
4. Par 5 shall be entitled to assign any or all of its rights, title, and interests in this Deed, including, without limitation, the right to assign or dedicate the Easements to the Commonwealth of Virginia, Department of Transportation, the City of Danville, or the general public for public use.
5. In the event that the Commonwealth of Virginia, Department of Transportation or Department of Environmental Quality, or any other governmental agency requires changes to the

location and/or dimensions of the Easements, TR and Par 5 hereby agree to amend this Deed to effect such changes.

6. This Deed covers all the terms of the Easements granted herein, and no representation or statements, verbal or written, have been made that modify, add to, or change the terms of this Deed.

7. This Deed shall be governed by the laws of the Commonwealth of Virginia. If any provision of this Deed shall be determined to be invalid such determination shall not render the remainder of the Deed invalid.

Witness the following signature(s):

[TWO (2) SIGNATURE PAGES TO FOLLOW]



[Counterpart signature page 1 of 2]

TR PROPERTIES, INC.:

By:

T.G. BALABANIS

PRESIDENT

Its:

State of Virginia

City/County of Martinsville, to-wit:

I, Christine M. Harvey, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid T.G. Balabanis, the President of TR PROPERTIES, INC., whose name is signed to the foregoing writing, and acknowledged the same before me.

Given under my hand 8th March 2021.

My commission expires: 01-31-23

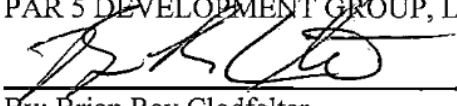
Registration Number: 7116537

Christine M. Harvey  
NOTARY PUBLIC

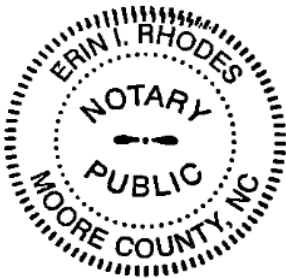


[Counterpart signature page 2 of 2]

PAR 5 DEVELOPMENT GROUP, L.L.C.:

  
By: Brian Ray Clodfelter  
Its: ManagerState of North CarolinaCity/County of Moore, to-wit:

I, Erin I. Rhodes, a Notary Public in and for the City/County and State aforesaid, do hereby certify that this day personally appeared before me in my jurisdiction aforesaid Brian Ray Clodfelter, Manager of PAR 5 DEVELOPMENT GROUP, L.L.C., whose name is signed to the foregoing writing, and acknowledged the same before me.

Given under my hand March 9 2021.My commission expires: 8-22-2022.Registration Number: 200723600034.Erin I. Rhodes  
NOTARY PUBLIC

**EXHIBIT A**

ALL of that tract of land shown as "New Lot 2A," containing 10.051 acres, more or less, fronting on Westover Drive (State Highway No 51) and Lebedon Road, as shown on plat of Survey dated April 15, 2003, for Brantley Reid Hanks, Martha H. Cooper, and Laverne H. Campbell, by John Bradner, L.C., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of the City of Danville, as Instrument No. 03-2738.

LESS AND EXCEPT ALL that certain tract or parcel of land situate in the City of Danville, Virginia, designated as shown on a certain plat by Crutchfield & Associates, Inc., File No. 20722, recorded in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210000730, containing 1.913 Acres, 83,320 Sq.Ft., more or less, and which parcel is further described, with reference to said plat as follows:

BEGINNING at a found pipe at the intersection of the southern right-of-way of Westover Drive and the western right-of-way of Lebedon Road (unimproved); thence along the western right-of-way of Lebedon Road (unimproved), S 23° 47' 16" W for a distance of 349.23 feet to a rebar set; thence, N 85° 26' 49" W for a distance of 37.96 feet to a rebar set; thence, N 74° 00' 45" W for a distance of 130.12 feet to a rebar set; thence, N 16° 19' 16" W for a distance of 108.22 feet to a rebar set; thence, N 12° 16' 54" W for a distance of 148.03 feet to a rebar set on the southern right-of-way of Westover Drive; thence along the southern right-of-way of Westover Drive along a curve turning to the right through 32° 03' 35", having a radius of 535.25 feet, and whose long chord bears N 81° 51' 16" E for a distance of 295.61 feet to a found pipe; thence, S 82° 27' 27" E for a distance of 73.70 feet to the POINT OF BEGINNING.

BEING a portion of the same real estate conveyed to TR Properties, Inc., by Deed from Brantley R. Hanks and Judith P. Hanks, Trustees of the Hanks Trust, Laverne H. Campbell and Martha H. Cooper, dated August 7, 2008, recorded August 8, 2008, in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 08-3178.

**EXHIBIT B**

ALL that certain tract or parcel of land situate in the City of Danville, Virginia, designated as shown on a certain plat by Crutchfield & Associates, Inc., File No. 20722, recorded in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 210000730, containing 1.913 Acres, 83,320 Sq.Ft., more or less, and which parcel is further described, with reference to said plat as follows:

BEGINNING at a found pipe at the intersection of the southern right-of-way of Westover Drive and the western right-of-way of Lebedon Road (unimproved); thence along the western right-of-way of Lebedon Road (unimproved), S 23° 47' 16" W for a distance of 349.23 feet to a rebar set; thence, N 85° 26' 49" W for a distance of 37.96 feet to a rebar set; thence, N 74° 00' 45" W for a distance of 130.12 feet to a rebar set; thence, N 16° 19' 16" W for a distance of 108.22 feet to a rebar set; thence, N 12° 16' 54" W for a distance of 148.03 feet to a rebar set on the southern right-of-way of Westover Drive; thence along the southern right-of-way of Westover Drive along a curve turning to the right through 32° 03' 35", having a radius of 535.25 feet, and whose long chord bears N 81° 51' 16" E for a distance of 295.61 feet to a found pipe; thence, S 82° 27' 27" E for a distance of 73.70 feet to the POINT OF BEGINNING.

BEING a portion of the same real estate conveyed to Par 5 Development Group, L.L.C. from TR Properties, Inc. by Deed dated March 8, 2021, recorded March 12, 2021, in the Clerk's Office, Circuit Court, City of Danville, Virginia, as Instrument No. 21-1202.

**EXHIBIT C****SIGHT DISTANCE EASEMENT**

Sight Distance Easement over that certain parcel of land situate in the City of Danville, Virginia, as shown on a Sight Distance & Stormwater Easement Exhibit prepared by Summit Design and Engineering, Project No. 20-0098, and which parcel is further described, with reference to said plat as follows:

Beginning at a rebar set on the southern right-of-way of Westover Drive, said point being the northwest corner of a 1.913 Acre parcel divided from the property of TR Properties Inc., Thence, S 12° 16' 54" E for a distance of 54.51 feet to a point; Thence, N 74° 28' 48" W for a distance of 26.92 feet to a point; Thence, S 76° 47' 54" W for a distance of 174.29 feet to a point on the southern right-of-way of Westover Drive; Thence along the on the southern right-of-way of Westover Drive, N 64° 58' 27" E a distance of 192.51 feet to a point; Thence along a curve turning to the right through an angle of 01° 07' 50", having a radius of 535.25 feet, and whose long chord bears N 65° 15' 33" E for a distance of 10.56 feet to the POINT OF BEGINNING and containing 0.098 acres.

**STORM DRAINAGE EASEMENT**

Storm Drainage Easement over that certain parcel of land situate in the City of Danville, Virginia, as shown on a Sight Distance & Stormwater Easement Exhibit prepared by Summit Design and Engineering, Project No. 20-0098, and which parcel is further described, with reference to said plat as follows:

Beginning at a point on the western line of a 1.913 Acre parcel divided from the property of TR Properties Inc., said point being located S 12° 16' 54" E 34.73 feet from the north west corner of the said 1.913 Acre parcel, thence S 12° 16' 54" E a distance of 16.95 feet to a point; Thence, N 74° 31' 41" W for a distance of 77.69 feet to a point on the southern right-of-way of Westover Drive; Thence along the on the southern right-of-way of Westover Drive N 64° 58' 27" E for a distance of 23.10 feet to a point; Thence, S 74° 31' 41" E for a distance of 52.24 feet to POINT OF BEGINNING and containing 0.022 acres.



See Map

Inst No: 21-1204

INSTRUMENT 210001203  
RECORDED IN THE CLERK'S OFFICE OF  
DANVILLE CIRCUIT COURT ON  
MARCH 12, 2021 AT 12:40 PM  
GERALD A. GIBSON, CLERK  
RECORDED BY: SMB



Received of the City of Danville One Dollar, the receipt of which is hereby acknowledged, in consideration of which I hereby grant unto said City, its successors or assign, the right to install, erect, operate, and maintain its electric lines and facilities upon, over, and underneath and those of such other system(s) as are duly authorized by the City to jointly use its poles or trenches, including all necessary poles, conduit, cables, anchors, and fixtures upon, over and underneath the property which I own in Pittsylvania County, State of Virginia; to trim or cut any tree(s) so as to keep line, wires and underground conduit, cables, etc., clear at least fifteen feet, and to make such other connections as are necessary to supply future users of electricity; said sum being received in full payment therefore.

Witness My hand and seal this 13th day of August,

A.D., 1984.

Witness:

Mildred H. Hanks (Seal)

(Seal)

(Seal)

(Seal)

State of Virginia, County of Pittsylvania to - wit:

I, Charles L. Thompson a Notary of

the State of Virginia in and for the County aforesaid,

do hereby certify that Mildred Hanks

whose name(s) are signed to the within writing bearing date on the

13th day of August, 1984, have acknowledged

the same before me in my County and State aforesaid.

Given under my hand this 13th day of August, 1984.

Charles L. Thompson  
Notary Public

My Commission expires 20th day of December, 1987.

SKETCH (If Required)

EF-

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT, FOR THE COUNTY OF PITTSYLVANIA, ON THE 20 DAY OF Sept. 1984 AT 12:40 P.M. THE FOREGOING Mildred Hanks UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD, TAX UNDER SECTION 63.54 (a) and (b). HAVING BEEN PAID IN THE AMOUNT OF \$

TESTE: J. H. Haysman Jr. CLERK



30  
 Mildred W. Hanks Est. No. \_\_\_\_\_ R/W Map No. \_\_\_\_\_ 84-194  
 Rt. 6 W.O. No. 797-6068 Prop. No. 73  
 Danville, VA 24541 Line Axton-Danville Line No. 2

THIS AGREEMENT, made this 6<sup>TH</sup> day of January, 19 84, by and  
 between Mildred W. Hanks, widow

herein called "Grantors," whether one or more persons, and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian,"

## WITNESSETH:

That for and in consideration of the sum of Ten & 00/100 Dollars,  
 and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements  
 hereinafter set forth, Grantors hereby grant, convey and warrant to Appalachian, a right of way easement for an  
 electric transmission line on and across the following described lands of the Grantors situated in Tunstall  
 District, County of Pittsylvania, State of Virginia,  
 and bounded:

On the North by the lands of \_\_\_\_\_  
 On the East by the lands of Herman Smith Walton  
 On the South by the lands of \_\_\_\_\_  
 On the West by the lands of Marcus Lafayette Giddens, Jr.  
 and along the centerline determined as hereinafter set forth.

Beginning at a point in the boundary line between the lands of  
 Marcus Lafayette Giddens, Jr. and the lands of the Grantors; thence  
 leaving said Beginning and running thru the lands of the Grantors  
 N 85° 41' E 867 feet, more or less, to a point in the center of  
 Sandy Creek, which is the boundary line between the lands of the  
 Grantors and the lands of Herman Smith Walton.

TOGETHER with the right to Appalachian to construct, reconstruct, operate, maintain, inspect, protect,  
 repair, replace, renew, relocate, and remove poles, supported structures and towers, with crossarms, guys, anchors,  
 grounding systems and fixtures, and string wires and cables, adding thereto from time to time, on and across said  
 lands; the right to cut, trim and/or otherwise control and, at Appalachian's option, remove from said lands any trees,  
 overhanging branches, brush, buildings, structures, or other obstructions within Fifty (50')  
 feet of such centerline, and any trees which may endanger the safety or interfere with the construction, operation or  
 maintenance of said poles, supported structures, towers, crossarms, guys, anchors, grounding systems, fixtures,  
 wires and cables of said electric transmission line; and the right of ingress and egress in and over existing or future  
 roads and lanes and other reasonable routes on said lands; together with the rights, easements, privileges and appur-  
 tenances in or to said lands which may be required for the full enjoyment of the rights herein granted.

It is understood and agreed, between the parties hereto that:

1. The Grantors reserve the right to cultivate, pasture or otherwise use said lands in any way not inconsistent with  
 the rights herein granted; however, no building or other structure shall be placed by the Grantors within Fifty  
(50') feet of said centerline;
2. Said centerline shall be as selected and laid out by Appalachian and its location shall be finally evidenced by a line  
 connecting the centerpoints of the poles, supported structures and towers of said electric transmission line when  
 constructed on said lands, if any, and on adjoining premises;
3. Appalachian shall also have the right to install guy wires and anchors more than Fifty (50) feet from said  
 centerline with the right to cut and clear any trees which may endanger or interfere with said guy wires.

4. Appalachian agrees to pay and the Grantors agree to accept in full satisfaction for the rights herein granted, the additional sum of Four Thousand Nine Hundred Ninety & 1/100 Dollars, (\$ 4,990.00 ), which shall be paid or tendered before the construction of said line is commenced on said lands and in any event on or before the 6<sup>th</sup> day of March, 19 84; provided, however, that if Appalachian fails to pay or tender said additional sum then Appalachian shall execute and place of record a quit claim to the Grantors of all its rights under this agreement and thereupon Appalachian shall be released of any obligation to pay said additional sum;
5. Appalachian shall be responsible for injury to Grantors' stock, roads, crops, and fences on said lands, caused by Appalachian while engaged in the exercise of any right herein granted;
6. This instrument contains all agreements expressed or implied between the parties hereto and shall inure to the benefit of and be binding upon their heirs, executors, administrators, lessees, successors, and assigns.

WITNESS the following signatures and seals.

<u>Mildred W. Hooks</u>	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)
_____	(SEAL)	_____	(SEAL)

COUNTY \_\_\_\_\_  
 STATE OF Pittsylvania )  
 STATE \_\_\_\_\_ ) To-wit:  
 COUNTY OF Virginia )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 19 84, by Mildred W. Hooks

My Commission expires:

4-22-86

B. S. Ovington  
 Notary Public/Commissioner

(For W. Va. Only)

#### DECLARATION OF CONSIDERATION OF VALUE

Under the penalties of fine and imprisonment as provided by law the undersigned (grantee) hereby declares the total consideration for the property transferred by this document is (\$ \_\_\_\_\_ ).

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

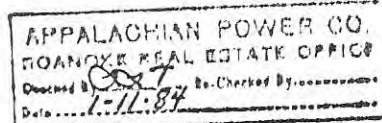
APPALACHIAN POWER COMPANY

By \_\_\_\_\_

(For W. Va. Only)

#### THIS INSTRUMENT PREPARED

By \_\_\_\_\_



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA, ON THE 12 DAY OF January 19 84 AT 11:33 A.M. THE FOREGOING Writing UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD, TAX UNDER SECTION 50.54 (a), and (b), HAVING BEEN PAID IN THE AMOUNT OF \$ \_\_\_\_\_.

TESTE: A. W. Swanson CLERK



Received of LEE TELEPHONE COMPANY

\$ 1.00

one and no Dollars in consideration of which we hereby grant unto said Company, its successors and assigns, the right, privilege and authority to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures upon, over and across the property which we own, or in which we have an interest, in the District of Junetall County of Pittsylvania and State of Virginia and upon and along the roads, streets or highways adjoining the said property; said sum is received in full payment for said right, and also for the right to permit the attachment of the wires of any other company, or person to said poles and fixtures, and right to trim and cut all trees along said lines so as to clear and keep the wires cleared at least 10 feet, and the right to cut all trees that in falling would reach the wires, and the further right to erect and set the necessary guy and brace poles and anchors, and to attach thereto and to trees the necessary guy wires; said sum being received in full payment therefor.

one line to be built along both side of Route 58

Witness our hand and seal this 29 day of June A. D. 1964 at Route 1, Danville  
Witness E. L. Hughes H. Curtis Hanks (Post Office Address)  
Witness Mildred W. Hanks (Land Owner) (L. S.)

## STATE OF VIRGINIA

COUNTY of PITTSYLVANIA to-wit:

I, Frank M. Martin

a Notary Public

for the State at Large aforesaid, in the State of Virginia, do certify that

H. Curtis Hanks and Mildred W. Hanks

whose names are signed to the foregoing writing

bearing date on the 29th day of June 1964 have acknowledged the same before me in my State aforesaid.

Given under my hand this 29th day of June 1964

Frank M. Martin  
Notary Public

My Commission Expires November 14 1965

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA,  
ON THE 11th DAY OF June 1964 AT 11:00 A. M. THE FOREGOING writing  
UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD.

TESTE: L. W. Swanson, CLERK