

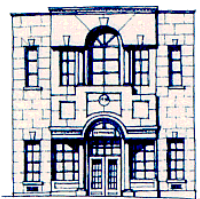
WOLTZ
& ASSOCIATES
INC.
BROKERS & AUCTIONEERS

23 Franklin Road, SW
Roanoke, Virginia 24011
540-342-3560 or 800-551-3588
Fax: 540-342-3741
Email: hannah@woltz.com

Instructions for submitting bids

Property Tax ID# 0320005400 - Franklin County, Virginia
16.301 Acres on Bluewater Drive, Moneta

1. Each bidder will fill out a Round One Purchase Offering bid form.
2. This may be delivered by hand, emailed or overnighted to the offices of Woltz & Associates, Inc., 23 Franklin Rd. Roanoke, VA 24011. And **must** be received on or before November 30, 2023 at NOON. It must be accompanied by a scanned Bidders Packet with purchaser's initials on the front cover acknowledging the survey, title, purchase agreement and terms of sale.
3. The top three bidders will be notified of the high bid and will be given a chance to raise their bid or maintain their current bid. Round Two Purchase Offering forms must be submitted by NOON December 1, 2023.
4. Once the highest bid is accepted, that bidder will be notified by phone call and email. The purchaser must then Doc U Sign the real estate purchase agreement and initiate a wire transfer or bring a check to Woltz & Associates, Inc. for their deposit.



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Round One Purchase Offering

Property Tax ID# 0320005400 - Franklin County, Virginia
16.301 Acres on Bluewater Drive, Moneta

Bid Confirmation for Bluewater Drive Sealed Bid

Date: November 30, 2023 Time: 12:00pm/NOON

Bid		\$ _____	
Buyer's Premium	+	\$ _____	5% of the bid
Contract sales price	=	\$ _____	Bid plus Buyer's Premium added together
Deposit		\$ _____	10% of Contract Sales Price

Buyer acknowledges and agrees to the terms of the offering and agrees to execute the real estate purchase agreement by Doc U Sign immediately following confirmation of acceptance if the undersigned is the successful bidder. Bidders must acknowledge the bidder's packet by initialing and including with offer.

Purchaser _____

Email _____

Cell Phone _____

Terms of Sealed Bid

Bids are due at the offices of Woltz & Associates, Inc., 23 Franklin Road, Roanoke, VA 24011 by NOON on November 30, 2023.

Bids will be opened at Noon and the top three bidders will be notified by phone call and email of the highest bid and those THREE ONLY will be allowed to increase their bids if they choose by Noon on December 1, 2023. If the top three bidders wish to issue a higher bid this will be done by email of the Round Two Purchase Offering to hannah@woltz.com by NOON on December 1, 2023. If they choose not to increase their offer, their original offer will stand. **All bids are final.**

The property is being sold “AS IS, WHERE IS” with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise.

Your bidding and purchase of the property is NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying cash at closing.

Bidders inspecting property enter at their own risk.

THE REAL ESTATE COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.

The information contained on the website is subject to verification by all parties relying on it. No liability for its accuracy, error, or omissions is assumed by the Seller or the Real Estate Company. **Boundaries on aerial photography are approximate.**

The accepted sealed bid will require a 10% deposit either by check in hand or wire initiated to Woltz & Associates, Inc. Escrow account by 3:00pm on December 1, 2023. For wiring instructions, please email hannah@woltz.com or call 540-342-3560.

Detailed information is available at woltz.com/1020

Broker Participation information also available on our website.

REAL ESTATE SEALED BID OFFERING BIDDER PACKET

Smith Mountain Lake
Waterfront Land Offering

**Bid Submission Deadline:
Thursday, November 30th, 2023
12:00pm**

**Offer Submission Address:
23 Franklin Rd. Roanoke, VA 24011**

**For further information, please contact
Russell Seneff at 540-765-7733
Jim Woltz at 540-353-4582**

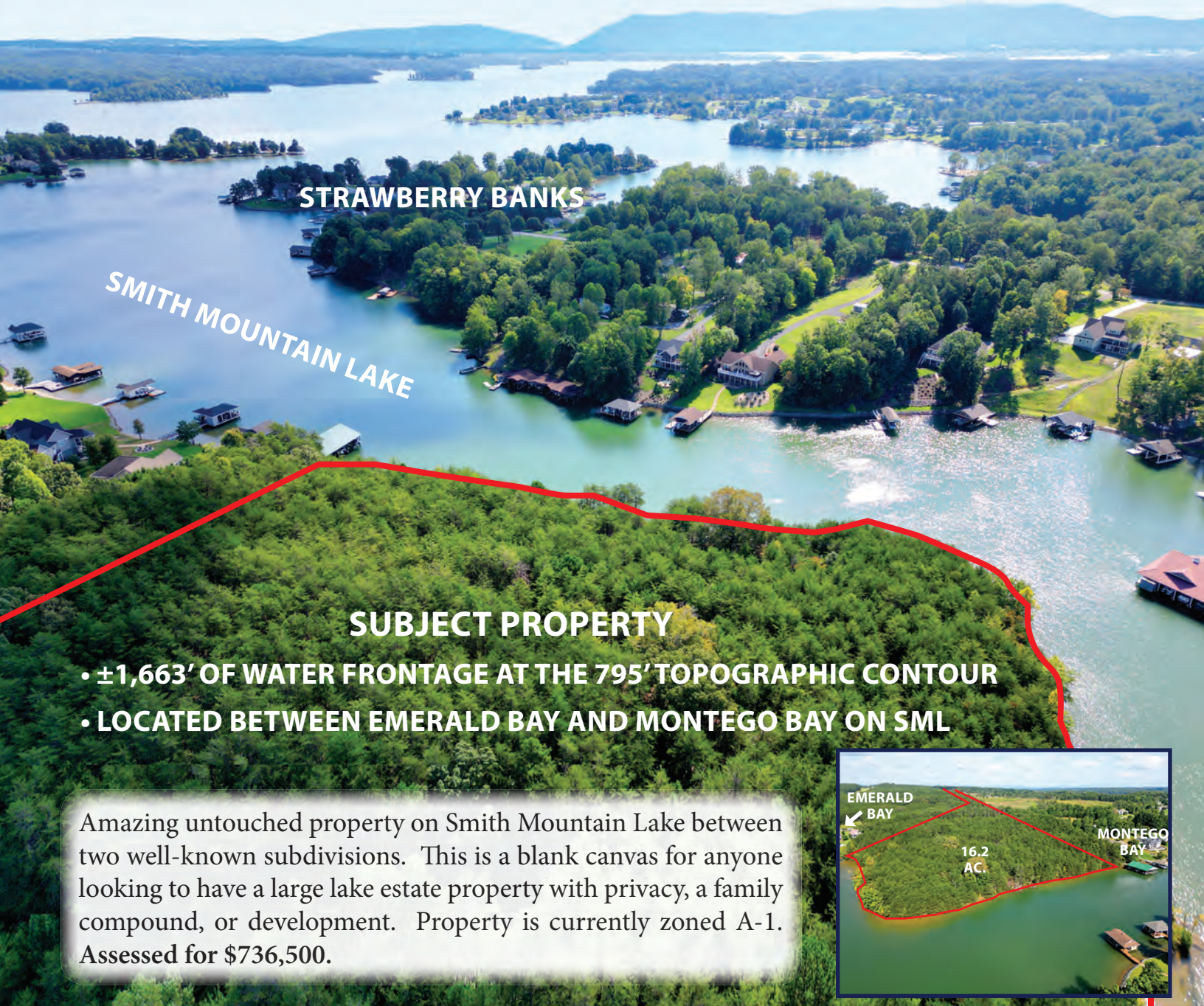


All information contained herein is provided as a courtesy to prospective bidders. Bidders are responsible for performing their own due diligence.

SMITH MOUNTAIN LAKE WATERFRONTAGE

OFFERED BY SEALED BID* NOVEMBER 30 AT NOON

16.292± ACRES ON BLUEWATER DRIVE



STRAWBERRY BANKS

SMITH MOUNTAIN LAKE

SUBJECT PROPERTY

- ±1,663' OF WATER FRONTAGE AT THE 795' TOPOGRAPHIC CONTOUR
- LOCATED BETWEEN EMERALD BAY AND MONTEGO BAY ON SML

Amazing untouched property on Smith Mountain Lake between two well-known subdivisions. This is a blank canvas for anyone looking to have a large lake estate property with privacy, a family compound, or development. Property is currently zoned A-1. Assessed for \$736,500.



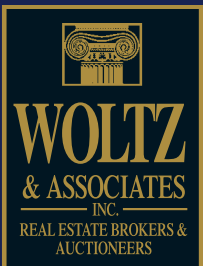
PLEASE CONTACT

Russell Seneff 540.765.7733

Jim Woltz 540.353.4582

800.551.3588 • WOLTZ.COM

*This will be a two round sealed bid. The top three bidders will be notified of the highest bid at 12:30 pm and will be given 24 hours to produce their highest and best offer. See terms and conditions at woltz.com
5% Buyer's Premium



VA #321



SMITH MOUNTAIN LAKE WATERFRONTAGE

SEALED BIDS DUE AT THE OFFICES OF WOLTZ & ASSOCIATES, INC.
BY NOON ON THURSDAY, NOVEMBER 30, 2023



PREVIEW ANYTIME AT YOUR LEISURE; AGENTS WILL BE ON-SITE SUNDAY, NOVEMBER 19 & 26 FROM 1 TO 4 PM.

BASIC TERMS AND CONDITIONS OF SEALED BID OFFERING

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Detailed information is available at woltz.com/1020/

Broker Participation information also available at woltz.com/1020/



16.292± ACRES ON BLUEWATER DRIVE

SMITH MOUNTAIN LAKE WATERFRONTAGE

FRANKLIN COUNTY, VIRGINIA

Presorted
First Class
U.S. Postage
PAID
Salem, VA
Permit # 126



 REAL ESTATE BROKERS & ASSOCIATES, INC.

 WOLTZ & ASSOCIATES, INC.

 23 Franklin Road

 Roanoke, VA 24011

 wwww.woltz.com • VA #321

 Russell Seneff (VA #1185)

 Jim Woltz (VA #825)

 Woltz & Associates, Inc.

 VA#321

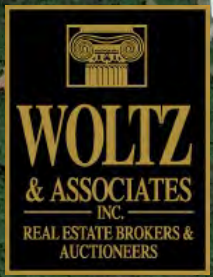
 A1017



AEP
Franklin County, VA
Boundaries are Approximate
Date: 9/7/23 (from survey)



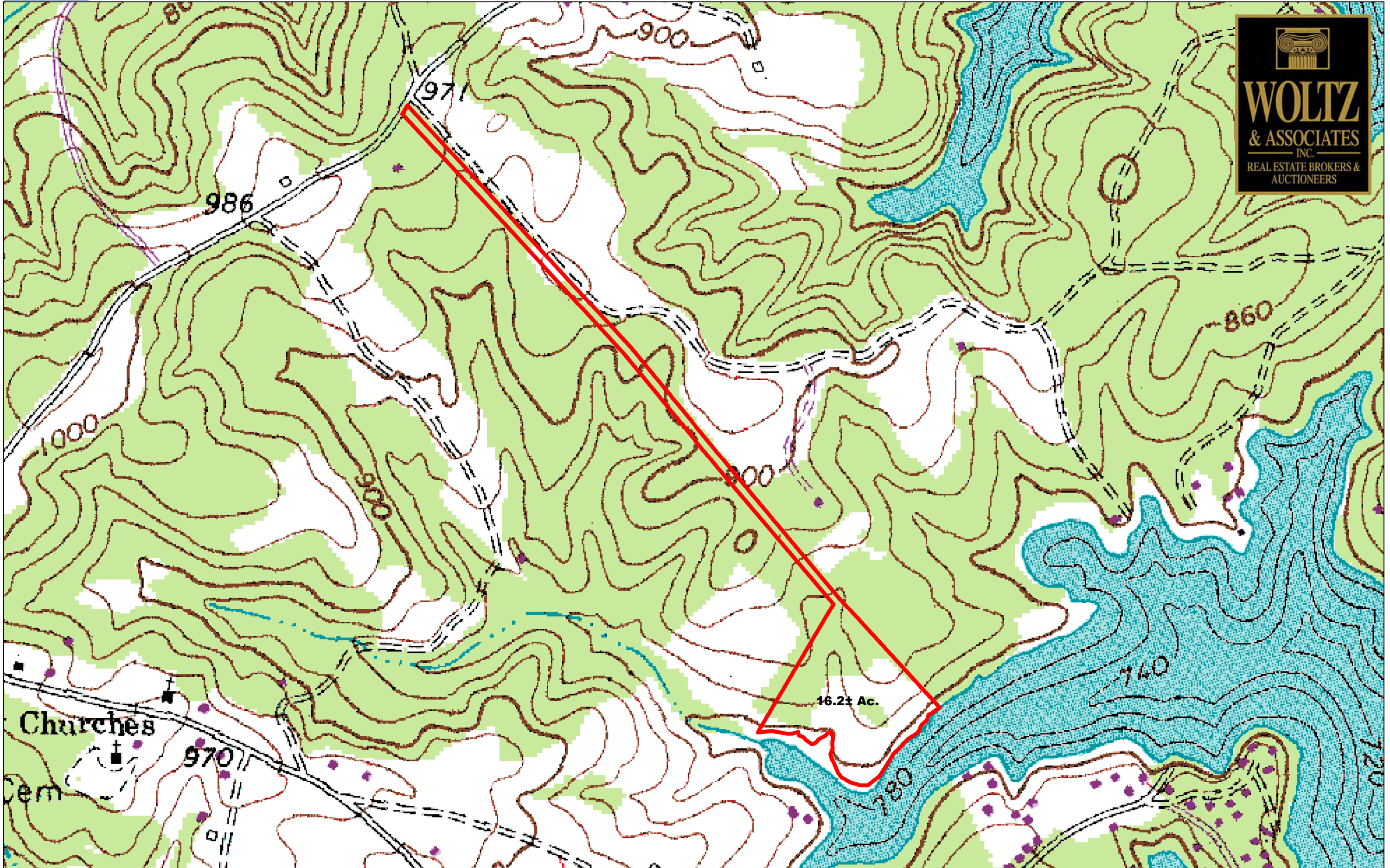
16.2± Ac.



Google Earth



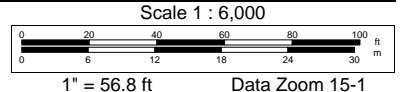
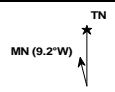
1000 ft



WOLTZ
 & ASSOCIATES
 INC.
 REAL ESTATE BROKERS &
 AUCTIONEERS

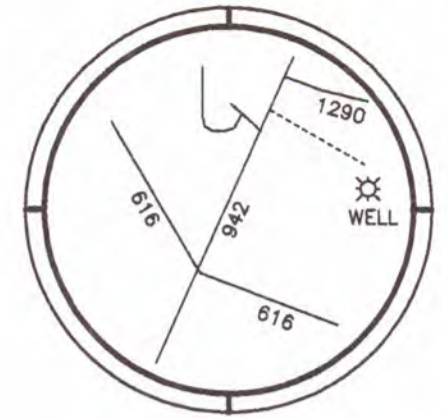
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 www.delorme.com

AEP
Franklin County, VA
Boundaries are Approximate Date: 9/7/23 (from survey)



CURRENT OWNER - FRANKLIN REAL ESTATE CO.
 DB 179, PG 232
 DB 179, PG 235 (PLAT)
 DB 398, PG 1486
 DB 398, PG 1499 (PLAT)

REFERENCE - TAX No. 32-54



LOCATION MAP

Now or Formerly
 JOHN R. SAUNDERS, JR.
 JEANNE S. LIVSIE
 WILL BK 81, PG 1537
 TAX No. 32-19

STATE ROUTE 942
 BLUEWATER DRIVE
 50' R/W
 +/- 0.9 MILE TO RT 616

SHEET 2

PARCEL A
 16.301 AC.
 TAX No. 32-54

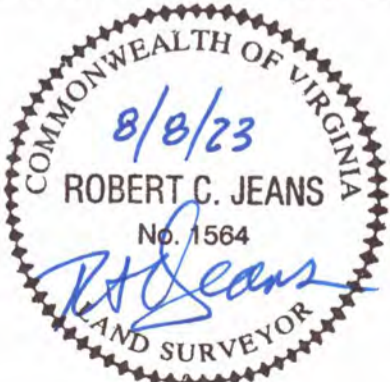
NOTES:

ALL IRON RODS SET ARE 5/8" REBAR.
 THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.
 THIS IS TO CERTIFY THAT A PORTION OF THE PROPERTY SHOWN HEREON IS LOCATED IN THE 100 YEAR FLOOD PLAIN AS DETERMINED BY THE DEPARTMENT OF HOMELAND SECURITY AND F.E.M.A. ZONE X & AE, FIRM PANEL 51067C0235D, DATED 1/6/10
 THIS IS TO CERTIFY THAT ON AUGUST 8 2023, AN ACCURATE SURVEY WAS MADE OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.
 THIS IS A RE-SURVEY OF AN EXISTING LOT AND IS EXEMPT FROM THE FRANKLIN COUNTY SUBDIVISION ORDINANCE.

Now or Formerly
 EDWARD W. & LINDA F.
 BLANKENSHIP
 TRUSTEES
 DB 997, PG 423
 TAX No. 32-20

Now or Formerly
 ROCKY D. BLANKENSHIP
 DB 483, PG 946
 TAX No. 32-48.5

I HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE MONUMENTS SHOWN ON THIS PLAT HAVE BEEN PLACED AND THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA STATE SURVEYORS BOARD.



CORNERSTONE LAND SURVEYING, INC.
 250 SOUTH MAIN STREET
 P. O. BOX 779
 ROCKY MOUNT, VIRGINIA 24151
 540-489-3590



REVISED 11/6/23
 REVISED 10/5/23

PLAT OF SURVEY
 PREPARED FOR
FRANKLIN REAL ESTATE CO.

LOCATED IN
 GILLS CREEK MAGISTERIAL DISTRICT
 FRANKLIN COUNTY, VIRGINIA

AUGUST 8, 2023
 SCALE 1" = 240'

FIELD BK 773, JOB No. 23105, DRAWING No. C-4806

SHEET 1 OF 2

CURRENT OWNER - FRANKLIN REAL ESTATE CO.
 (SOURCE OF TITLE) DB 179, PG 232
 DB 179, PG 235 (PLAT)
 DB 398, PG 1486
 DB 398, PG 1499 (PLAT)

REFERENCE - TAX No. 32-54

Now or Formerly
 JOHN R. SAUNDERS, JR.
 JEANNE S. LIVSIE
 WILL BK 81, PG 1537
 TAX No. 32-19

Now or Formerly
 MONTEGO BAY PROPERTY
 OWNERS ASSOC., INC.
 DB 972, PG 2911
 DB 844, PG 1561 (PLAT)
 TAX No. 32-18.2

Now or Formerly
 EMERALD BAY, LLC
 DB 1036, PG 1081
 DB 989, PG 543 (PLAT)
 TAX No. 32.11-20

Now or Formerly
 ROCKY DEAN BLANKENSHIP
 DB 483, PG 946
 TAX No. 32-48.5

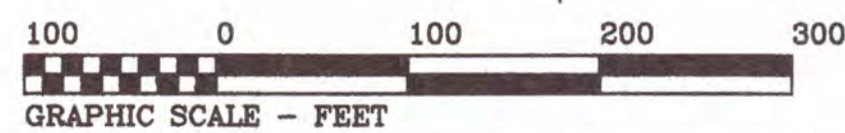
Now or Formerly
 EMERALD BAY VILLAGES
 PROPERTY OWNERS ASSOC., INC.
 DB 995, PG 1388
 TAX No. 32-54.1

Now or Formerly
 DOUGLAS & AMY MORRISON
 DB 994, PG 624
 TAX No. 32.11-19

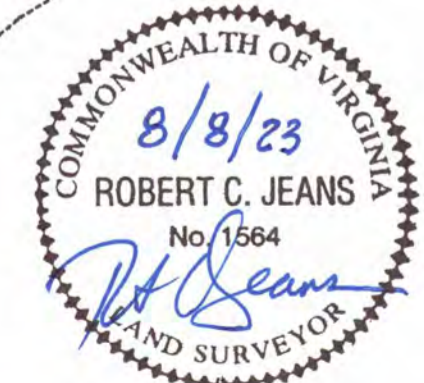
Now or Formerly
 WALTER & JUDITH DUNBAR
 DB 1018, PG 2741
 TAX No. 32.11-18

PARCEL A
16.301 ACRES
 TAX No. 32-54

LINE TABLE		
ALONG ACTUAL 800' CONTOUR		
COURSE	BEARING	DISTANCE
L-1	S 63°20'06"W	24.24'
L-2	S 53°53'20"W	30.10'
L-3	S 73°51'42"W	23.79'
L-4	S 33°15'25"W	15.86'
L-5	S 12°38'05"W	20.12'
L-6	S 44°50'04"W	21.26'
L-7	S 57°17'11"W	26.00'
L-8	S 22°36'42"W	20.35'
L-9	S 27°44'54"W	22.75'
L-10	S 56°27'30"W	25.38'
L-11	S 47°42'28"W	24.93'
L-12	S 40°32'47"W	34.93'
L-13	S 51°32'08"W	33.74'
L-14	S 55°16'51"W	23.65'
L-15	S 42°31'56"W	34.65'
L-16	S 46°28'26"W	23.91'
L-17	S 30°37'14"W	23.11'
L-18	S 22°06'02"W	26.56'
L-19	S 27°11'23"W	22.31'
L-20	S 47°02'33"W	26.09'
L-21	S 34°10'43"W	28.65'
L-22	S 45°40'31"W	30.52'
L-23	S 43°12'55"W	27.37'
L-24	S 58°23'50"W	33.96'
L-25	N 83°40'31"W	30.95'
L-26	N 79°40'50"W	31.34'
L-27	N 66°54'24"W	38.97'
L-28	N 58°45'12"W	41.69'
L-29	N 49°51'22"W	31.06'
L-30	N 26°12'57"W	36.42'
L-31	N 15°26'58"W	32.16'
L-32	N 35°47'51"W	37.26'
L-33	N 00°18'46"E	25.81'
L-34	N 20°44'19"E	38.53'
L-35	N 00°37'14"W	41.50'
L-36	N 00°01'32"W	29.97'
L-37	N 16°51'03"W	19.29'
L-38	N 27°34'55"E	14.00'
L-39	N 24°18'43"E	12.95'
L-40	S 56°47'24"W	10.82'
L-41	S 29°35'48"W	27.21'
L-42	S 49°05'34"W	26.40'
L-43	S 62°03'11"W	44.48'
L-44	S 42°56'22"W	36.08'
L-45	S 80°39'10"W	20.38'
L-46	N 56°26'29"W	28.73'
L-47	N 28°32'44"W	30.06'
L-48	N 83°15'32"W	29.58'
L-49	N 15°15'41"W	25.19'
L-50	S 79°46'23"W	36.54'
L-51	N 82°45'29"W	36.57'
L-52	N 86°57'50"W	35.11'
L-53	N 78°41'38"W	31.79'
L-54	S 89°27'02"W	31.03'
L-55	N 88°24'27"W	28.98'
L-56	S 80°45'59"W	34.49'



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 250 SOUTH MAIN STREET
 P. O. BOX 779
 ROCKY MOUNT, VIRGINIA 24151
 540-489-3590



REVISED 11/6/23
 REVISED 10/5/23

PLAT OF SURVEY
 PREPARED FOR
FRANKLIN REAL ESTATE CO.

LOCATED IN
 GILLS CREEK MAGISTERIAL DISTRICT
 FRANKLIN COUNTY, VIRGINIA

AUGUST 8, 2023
 SCALE 1" = 100'

SHEET 2 OF 2
 FIELD BK 773, JOB No. 23105, DRAWING No. C-4806

Department of Planning & Community Development



October 27, 2023

Russell Seneff
Woltz & Associates, Inc.
Real Estate Brokers & Auctioneers
23 Franklin Road, SW
Roanoke, VA 24011

RE: Zoning Verification on Tax Map Parcel Number 0320005400

Dear Mr. Seneff:

The correspondence is referencing the zoning of 26.09-acre property identified as Tax Map Parcel Number 0320005400, owned by Franklin Real Estate Company. The property is zoned A-1 Agricultural and RPD Residential Planned Development. Majority of the property is zoned A-1 and 600 square feet (0.0138 acres) of the parcel is zoned RPD. This change occurred through a rezoning on February 17, 2004, in accordance with the final order issued by the Board of Supervisors. The 600 square foot area zoned RPD is located along the shoreline near to and/or below the Smith Mountain Lake 795-foot contour. The purpose of the rezoning was to relocate a community dock for Montego Bay Subdivision. **All developable land on Parcel ID 0320005400 is zoned A-1, Agricultural.** Please find attached the final order and conceptual plan for the rezoning. In addition, a letter is enclosed from AEP stating how the community dock will be extended over the property line between lot 31 and property owned by Franklin Real Estate Company.

Please let me know if you have any questions concerning this particular piece of property.

Sincerely,

A handwritten signature in blue ink, which appears to read "Lisa M Cooper", is written over the word "Sincerely,".

Lisa M Cooper, CZA and CTM
Director of Planning/Zoning Administrator

SOIL SUMMARY REPORT

General Information:

Date: October 6, 2023 Franklin County Health Department

Applicant: Woltz & Associate's

Telephone No. 540 765-7733

Address: 23 Franklin Road Roanoke, Va. 24011

Location: Rt. 942

Subdivision: Franklin Real Estate Company

Section: _____

Lot: 16.292 acre Tract

Soil Information Summary:

Drain Field A LOCATED ON LOT 16.292 acre Tract

Slope: 7 %

Depth to rock/impervious strata: Max. ____ Min. ____ None X _____

Depth to seasonal water table: (gray mottling or gray color) No Yes _____ Inches

Free water present: No Yes _____ Range in Inches

Soil percolation rate estimated: Yes Texture group **II**

No Estimated rate 40 min/inch

Proposed Drainfield 6-70'x 3' Lines installed at 54 Inches Deep

Name and title of evaluator: Tim Parker AOSE # 1098

SOIL EVALUATION FORM**Subdivision** Franklin Real Estate Company **Lot** 16.292 acre Tract **Drain Field** A

Hole #	Horizon	Depth (inches)	Description of color, texture, etc.	Texture Group
1	A/E	0-6	10 YR 4/4 light Clay Loam	III
	Bt	6-32	2.5 YR 4/8 Clay Loam with mica	III
	C1	32-67	2.5 YR 4/8 micaceous Loam	II
	C2	67-72	10 YR 4/6 fine Sandy Loam	II
2	A/E	0-4	10 YR 6/4 Loam	II
	E/B	4-14	7.5 YR 5/6 light Clay Loam	III
	Bt	14-41	2.5 YR 4/8 Clay Loam	III
	C	41-72	2.5 YR 5/8 Loam with mica with common highly weathered feldspar inclusions	II
3	A/E	0-6	10 YR 4/4 light Clay Loam	III
	Bt	6-36	2.5 YR 4/8 Clay Loam with mica	III
	C	36-72	10 YR 4/6 fine Sandy Loam	III

Remarks: Clifford Soil Series

Name and title of evaluator: Tim Parker AOSE # 1098

Abbreviated Design Form

For use with gravity and pump drainfields, enhanced flow systems and low pressure distributions systems when applying for a certification letter of subdivision approval.

Design Basis Subdivision Franklin Real Estate Company Lot 16.292 acre Tract D/F A

- A. Estimated Percolation Rate 40
- B. Trench bottom square feet
Required per bedroom
(from Table 4.6 based on Gravity LPD) 314 ft²
- C. Number of bedrooms 4

Area Calculations

- D. Length of trench 70 ft. Length of available area 70 ft.
- E. Width of trench 3 ft.
- F. Number of trenches 6
- G. Center-to-center spacing 9 ft.
- H. Width required $[G(F-1)+E]$ 48 ft. Width of available area 48 ft.
- I. Total square footage required (BxC) 1256 ft²
- J. Square footage in design (DxExF) 1260 ft²
- K. Is a reserve required? No Yes Lines at Inches Deep
- L. Slope Type: Side Slope

Name and title of evaluator: Tim Parker AOSE # 1098

P.O. Box 307
 Gretna , Va.24557
 Phone: 540 537-2392

AOSE/PE Report for Subdivision

Location of property: Rt. 40 east to Rt. 122 north to right on Rt. 616 to left on Rt. 942 for 0.85 miles to property on right	Lot 16.292 acre tract Subdivision Franklin Real Estate Co. Franklin County Parcel # 0320005400
--	---

Applicant or Client and address: Woltz & Associates 23 Franklin Road Roanoke , Va. 24011	Prepared by AOSE/PE (name and address): Tim Parker AOSE # 1098 P.O. Box 307 Gretna , Va. 24557
--	--

Date of Report: <u>10-06-23</u> Revision Date: _____, _____	AOSE/PE Job Number: 23-154 Health Dept. ID. No.: _____
--	--

Contents/Index of this report:

<u>Page 1 Certification Statement</u> <u>Page 2 Soil Summary,</u> <u>Page 3 Soil Evaluation</u> <u>Page 4 Abbreviated Design</u>	<u>Page 5 Plat</u>
---	--------------------

Certification Statement(s)

I hereby certify that the evaluations and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-615), and other applicable policies of the Virginia Department of Health. Furthermore, I certify that my evaluation and/or design contained herein complies with all applicable laws, regulations, and policies implemented by the Virginia Department of Health. I recommend a <u>Subdivision</u> be <u>Approved</u> The work attached to this cover page has been conducted under an exemption to the practice of engineering, specifically the exemption in Code of Virginia Section 54.1-402.A.11 The potential for both conventional and alternative onsite sewage systems has been discussed with the owner / applicant	
--	--

Terms of Sealed Bid

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Detailed information is available at woltz.com/1020

Broker Participation information also available on our website.



Fidelity National Title Insurance Company

SCHEDULE A

Title No. **PRO-23-4489W**

File No. **PRO-23-4489W**

1. Commitment Date: **April 14, 2023 at 8:00 am**
2. Policy or Policies to be issued: Amount of Insurance
 - (a) ALTA Owner's Policy (6-17-06) **\$736,500.00**

Proposed Insured:
The Franklin Real Estate Company, a Pennsylvania corporation

(b)
Proposed Insured:

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by
The Franklin Real Estate Company, a Pennsylvania corporation

4. The land referred to in the Commitment is described as follows:

All that certain lot or parcel of land situate in the County of Franklin, Commonwealth of Virginia, and being more particularly described as follows:

All that certain tract or parcel of land containing 16.292 Acres, more or less, being shown on Plat of Survey prepared For Franklin Real Estate Co. by Robert C. Jeans, L.S., dated August 8, 2023, recorded in the Clerk's Office of the Circuit Court for the County of Franklin, Virginia in Deed Book ____, Page ____.

****LEGAL DESCRIPTION TO BE PROVIDED BY APPROVED ATTORNEY****

Countersigned:

Professional Title Associates
1528 Narrow Passage Road
Buchanan, VA 24066

By: _____
Authorized Signatory



**SCHEDULE B I
REQUIREMENTS**

Title No. **PRO-23-4489W**

File No. **PRO-23-4489W**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - a. **Duly authorized Deed from The Franklin Real Estate Company, a Pennsylvania corporation to _____.**
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Receipt of satisfactory executed "Owners (sellers) Affidavit as to Mechanics' Liens and Possession."
6. Receipt by the Company of satisfactory Notice of Availability of Owner's Coverage.
7. No recorded deed of trust or mortgage on the Land was found in a search of the land records. Accordingly, the Company requires receipt of an Affidavit from record owner addressed to the Company, stating that there are no recorded or unrecorded deed(s) of trust, personal notes and/or obligations on the Land intended by the mortgagee, lender or noteholder to be paid with closing proceeds.
8. Receipt of newly created description that adequately defines, describes and locates the Land to be insured AND this description must be used in the document(s) creating the estate or interest to be insured, subject to approval by this Company.
9. Examination of the appropriate public records in the name(s) of the Purchasers of the land to be insured and described in this title commitment, and disclosure to the Company of all United States liens thereby revealed. Unless released of record or otherwise disposed of to the satisfaction of the Company, judgments in favor of the United States will appear as exceptions in Schedule B of the final policy.

OR

Certification of Approved Attorney that there are no docketed federal judgment liens against the purchasers.

10. Certification from settlement agent that they have made independent verification through the PACER system that the seller and/or borrowers are not in bankruptcy.
11. Proof, satisfactory to this Company that seller/borrower is a valid and subsisting corporation in its state of incorporation and that execution and delivery of the document(s) required herein is/are pursuant to a valid resolution of its board of directors, or such must be certified as proper by approved attorney.
12. Recordation of plat of survey prepared by Robert C. Jeans, L.S., dated August 8, 2023, and receipt by the Company of amended description making reference to this plat. NOTE: Amended description MUST BE USED in the document to be insured.

NOTE: THIS COMPANY MAY TAKE OTHER REQUIREMENTS AND/OR EXCEPTIONS UPON RECEIPT AND REVIEW OF THE ABOVE-LISTED DOCUMENTS.



Fidelity National Title Insurance Company

SCHEDULE B – PART I CONTINUED

Title No. **PRO-23-4489W**

File No. **PRO-23-4489W**

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities



SCHEDULE B II

EXCEPTIONS

Title No. **PRO-23-4489W**

File No. **PRO-23-4489W**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

- a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
1. Those taxes becoming due and payable subsequent to the date of the policy.
2. Easement granted from Harold Melvin Turner and wife Sallie M. Turner to Appalachian Power Company (flowage) by instrument dated August 31, 1960, recorded in Deed Book 179, Page 227.
3. Easement granted from Franklin Real Estate Company to Central Telephone Company of Virginia by instrument dated April 21, 1980, recorded in Deed Book 359, Page 1876.
4. Easement granted from Franklin Real Estate Company to Appalachian Power Company by instrument dated November 30, 1988, recorded in Deed Book 442, Page 1169.
5. Easement granted from The Franklin Real Estate Company to Appalachian Power Company by instrument dated November 30, 2006, recorded in Deed Book 903, Page 170.
6. Easement granted from Franklin Real Estate Company to Roy E. Martin and wife Ellen D. Martin dated September 22, 1986, recorded in Deed Book 401, page 1254.
7. The following matters as shown on plat of survey made by Robert C. Jeans, L.S., dated August 8, 2023:
 - a. Encroachments upon the Land by the fences appurtenant to properties adjoining on the west and north.
 - b. Encroachment upon the extended property lines of the Land by the dock appurtenant to property adjoining on the north.
 - c. Road and paved parking area located upon the northerly portion of the Land.
8. Rights of others in and to the use of those portions of the Land lying within the bounds of the road and paved parking area.
9. Rights of others in and to the use and enjoyment of Smith Mountain Lake and the waters thereof.

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE (this "Contract") is entered into by and between Franklin Real Estate Company, a Pennsylvania corporation fka The Franklin Real Estate Company ("Seller") and _____ [corporation/limited liability company] ("Purchaser") and is effective as of the later of the signature dates below (the "Effective Date"). Seller and Purchaser hereby agree as follows:

1. Premises. Seller agrees to sell, and Purchaser agrees to purchase, certain real estate situated in Franklin County, Virginia, shown as "Parcel A" on the Plat attached hereto as Exhibit A (the "Premises").

2. Purchase Price. The purchase price for the Premises shall be _____ Thousand and 00/100 Dollars (\$_____.00) (the "Purchase Price"). The Purchase Price shall be payable in the following manner:

a. _____ Thousand [_____ Hundred] and 00/100 Dollars (\$_____.00), which is equal to ten percent (10%) of the Purchase Price as earnest money (the "Deposit"), to be deposited with (i) Woods Rogers Vandeventer Black PLC ("Escrow Agent") or (ii) Woltz & Associates, Inc. ("Seller's Agent") by cashier's check, certified check or wire transfer on the date Purchaser signs this Contract. In the event the Deposit is made to Seller's Agent, the Deposit shall be transferred from Seller's Agent to Escrow Agent and then held by Escrow Agent as provided herein. Purchaser hereby agrees to waive any right of ownership or claim to any interest that may be earned on the Deposit held by Escrow Agent.

b. The balance of the Purchase Price by wire transfer upon delivery of the Deed (the "Closing").

3. Conveyance. On the date of Closing, Seller shall convey the Premises to Purchaser by Special Warranty Deed, the form of which is substantially as set forth in Exhibit B (the "Deed"), free and clear of encumbrances, except for the Permitted Encumbrances (as defined below), and subject to the terms and conditions of the Deed, including but not limited to (i) all existing public highways and streets, easements, rights of way, prescriptive rights, oil and gas rights and leases, coal and other mineral rights and leases, covenants, conditions, restrictions and reservations, if any, whether or not of record, (ii) all zoning and other governmental regulations and restrictions, (iii) non-delinquent real estate taxes and assessments, (iv) easements for electric distribution and/or transmission and communication lines and/or related facilities and appurtenances reserved by Seller or its affiliates, (v) the conditions and restrictions contained in this Contract, and (vi) such state of facts as an examination of the Premises and/or an accurate survey of the Premises would reveal (collectively, the "Permitted Encumbrances").

4. Closing. The date for delivery of the Deed and the Closing of this transaction shall occur between January 19, 2024 and February 18, 2024, or as otherwise may be agreed upon by the parties. The Closing shall take place in escrow through the settlement agent or at a place mutually agreeable to the parties.

5. Possession. Seller shall deliver possession and occupancy of the Premises to Purchaser at Closing, unless otherwise agreed upon by the parties in writing.

6. Condition. The Premises shall be sold "AS IS-WHERE IS" and "WITH ALL FAULTS" without representation or warranty of any kind including, without limitation, warranties of suitability for a particular purpose, warranties relating to the title, zoning, structural integrity, physical condition, or environmental condition of all or any part of the Premises, SUBJECT TO conditions, restrictions, rights-of-way, easements, reservations, agreements and other conditions contained in the chain of title thereof or affecting the Premises. Neither Seller nor Seller's Agent or Escrow Agent have made any verbal or written promises, representations, warranties or agreements to Purchaser or Purchaser's agents, employees, or representatives. Purchaser's decision to purchase is based upon Purchaser's own due diligence rather than upon any information provided by Seller, Seller's Agent or Escrow Agent. Neither Seller nor Seller's Agent or Escrow Agent shall be liable to Purchaser for monetary damages or specific performance for any reason or cause. Purchaser hereby releases and holds Seller, Seller's Agent and Escrow Agent harmless from any claims or actions by Purchaser after Closing, it being understood that it is Purchaser's responsibility to perform due diligence prior to Closing. Furthermore, Purchaser hereby waives any and all claims for any environmental matters whatsoever and to any and all physical characteristics and existing conditions of the Premises, including, without limitation, any hazardous material, hazardous substances, contaminants, pollutants, or asbestos containing materials in, at, on, under or related to the Premises.

7. Title Examination and Survey. Seller shall provide to Purchaser a copy of any title report for the Premises in Seller's possession. In the event Purchaser elects to obtain its own title report, Purchaser shall be responsible for conducting and paying for such examination of the title to the Premises as Purchaser deems appropriate. If title to the Premises is not marketable (determined in accordance with the title examination standards of the Bar Association for the state in which the Premises is located), except the Permitted Encumbrances, then Purchaser shall notify Seller within thirty (30) days following the Effective Date, specifying such title matters to which Purchaser objects. If Purchaser fails to notify Seller within such thirty (30) day period of any objections to title, then Purchaser shall be deemed to have elected to waive any such objections and to accept title to the Premises and proceed to purchase the Premises pursuant to the terms of this Contract. If Purchaser gives Seller notice of a title objection within said thirty (30) day period which renders title unmarketable, in accordance with the provisions of this Contract, then Seller shall have a period of thirty (30) days, or such additional reasonable period of time as is necessary to correct such defect, and the date of Closing shall be extended for such reasonable period of time as is necessary for Seller to correct said defect. In the event Seller fails or refuses to correct such defect (excluding the Permitted Encumbrances) that renders title to the Premises unmarketable within said period, Seller shall not be in default, but Purchaser, at its option, may terminate this Contract, and Seller shall promptly return the Deposit.

Seller has obtained at Seller's cost and expense, a boundary survey of the Premises that is sufficient to transfer title of the Premises to Purchaser. The Deed shall use the property description from Seller's survey.

8. Intentionally omitted.

9. Purchaser's Indemnity. From and after the date of Closing, Purchaser and its successors and assigns shall release, indemnify, hold harmless, and defend Seller and its successors and assigns, affiliated companies, and all of its and/or their officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, fines, penalties, costs and expenses (including without limitation, costs for site remediation, and costs for reasonable attorney fees) known or unknown, arising or alleged to arise in any manner whatsoever from any condition on or under the Premises, or the failure of the Premises to comply with applicable environmental laws and regulations, or arising or alleged to arise in any manner from any claim for personal injury or disease or death of any person occurring or accruing from and after the date of Closing, or arising or alleged to arise from any claim for damage to any property, including loss of use thereof, or which Seller may sustain or incur in connection with any litigation, investigation, or other expenditures incident to any of the foregoing, including any suit instituted to enforce this agreement of indemnity, except for any claims arising or alleged to arise from any personal injury or disease or death of any person occurring or accruing from the acts or omissions of Seller prior to the date of Closing. This indemnification obligation and release and waiver shall survive the Closing of the sale of the Premises to Purchaser.

10. Taxes and Assessments. Seller and Purchaser shall be responsible for paying, respectively, their pro-rata share of real estate taxes as of the date of Closing based on a 365 day year and, if undetermined, on the most recently available tax rate and valuation. Such pro-rations made on the date of Closing shall be final. Seller shall pay any delinquent taxes, including penalty and interest, and any assessments which are a lien on the date of Closing. Purchaser shall be solely responsible for paying for any rollback taxes and any other increase in real estate taxes caused by or relating to Purchaser's change in the use of the Premises after the date of Closing.

11. Closing Costs and Other Expenses. Seller will pay its share of the Closing fees and costs associated therewith as is customary in the market in which the Premises is located, and the cost of filing any mortgage or lien release, if required. Purchaser will pay (a) its share of the Closing fees and costs associated therewith as is customary in the market in which the Premises is located; (b) the cost of any updated or new title search, or title insurance premium for any owner or lender policy Purchaser elects to obtain; and (c) all recording fees relating to placing the Deed of record. Documentary stamps or any other transfer taxes required in connection with filing of the Deed shall be paid by the party who customarily pays such fees in the market in which the Premises is located. Each party will pay the cost of its own legal counsel incurred in connection with this transaction.

12. Assignment. This Contract may not be assigned by Purchaser without the express prior written consent of Seller, which Seller is under no obligation to grant. Any assignment, or purported assignment, without the express prior written consent of Seller shall be null and void.

13. Termination. If this Contract is terminated pursuant to any rights expressly provided herein, this Contract shall be null and void, and the parties shall be relieved from any further obligation hereunder. If this Contract is terminated as a result of Seller's default which is not cured within thirty (30) days of written notice thereof, Seller shall promptly refund the Deposit to Purchaser. If this Contract is terminated as a result of Purchaser's default hereunder or for any other reason, then

Seller may retain the Deposit without prejudice to any rights Seller may have as a result of such action by Purchaser.

14. Time of the Essence. Time is expressly declared to be of the essence in this Contract, unless the parties otherwise agree in writing.

15. Entire Agreement. The parties acknowledge and agree that this Contract constitutes their entire agreement and that no oral or implied agreement exists. This Contract shall be binding upon their respective heirs, legal representatives, successors and assigns; and the representations, warranties, covenants, and agreements contained herein shall survive the Closing of this transaction.

16. Notices. All notices and other communications authorized, required or permitted hereunder shall be made in writing and shall be deemed given when personally delivered or when deposited, U.S. certified or registered mail, postage prepaid, return receipt requested, or sent via overnight delivery, and addressed as follows:

To Seller: Franklin Real Estate Company
Attn: Real Estate Asset Management
1 Riverside Plaza, 16th Floor
Columbus, Ohio 43215
Phone: (740) 962-1214
Email: cmwilliams@aep.com

To Seller's Agent: Woltz & Associates, Inc.
Attn: Hannah Sprague and Jim Woltz
23 Franklin Road
Roanoke, VA 24011
Phone: 540-342-3560
Email: hannah@woltz.com and jim@woltz.com

To Escrow Agent: Woods Rogers Vandeventer Black PLC
Attn: Nicole Ingle, Esq.
P.O. Box 14125
Roanoke, VA 24038-4125
Phone: 540-983-7600
Email: Nicole.Ingle@wrvblaw.com

To Purchaser: _____

Phone: _____
Email: _____

17. Governing Law; Execution. This Contract shall be governed by the laws of the Commonwealth of Virginia. This Contract may be executed in multiple counterparts, including

by pdf, electronic mail and other electronic means (such as DocuSign), each of which shall be deemed an original and all of which together shall constitute a single instrument.

18. Agency Disclosure. This Contract is made in connection with a sealed bid process conducted by Seller's Agent on behalf of Seller pursuant to a separate agreement by and between Seller and Seller's Agent. REAL ESTATE AGENTS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY AND FAIRLY. Seller and Purchaser acknowledge that in the sale, purchase or exchange of real property, real estate agents and brokers have the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, sex, age, familial status or handicap.

Purchaser acknowledges and agrees that in connection with the transaction under this Contract, Seller's Agent is acting on behalf of Seller. The parties acknowledge that Seller shall not be obligated to pay for any brokers' commission, consultant or finders' fees in connection with this transaction, other than to Seller's Agent. In the event Purchaser has engaged any agent or broker to act on its behalf, Seller shall not be responsible for paying any commission due to Purchaser's broker or agent, and Woltz & Associates, Inc. shall pay any commission required by such agreement according to its terms at Closing through the settlement agent.

19. Risk of Loss. If a material portion of the Premises is taken through condemnation proceedings or are transferred voluntarily in lieu thereof, Purchaser, at its option, may rescind this Contract but only within 10 days of receiving notice thereof, in which event all parties hereto shall be released from all liability hereunder, and the Deposit shall be immediately returned to Purchaser. If Purchaser does not timely send any such termination notice, then Purchaser shall proceed to Closing for the full Purchase Price and Seller shall assign its rights to Purchaser to receive any condemnation proceeds.

20. Flowage Easement. Seller granted Appalachian Power Company (or Appalachian Power Company retained) a Flowage Easement pertaining to such lands lying below the Project Boundary for the Smith Mountain Hydroelectric Project, which is the "800' Contour" as shown on the survey plat (the "Project Boundary"), in connection with the construction, operation and maintenance of the Smith Mountain Hydroelectric Project under a License issued to Appalachian Power Company by the Federal Energy Regulatory Commission for Project No. 2210. The rights, interests, easements and privileges set forth in that certain Flowage Easement (and/or deeds) are hereby excepted from this contract and conveyance, and will be more fully set forth in the Deed. In the Deed, Purchaser shall be granted a license to cross Seller's lands below said Project Boundary to reach the impounded waters of Smith Mountain Lake for recreational purposes and for obtaining Purchaser's domestic water supply. Purchaser must obtain a permit from Appalachian Power Company to make any improvements upon Appalachian Power Company's flowage lands lying below the 800' Contour and comply with applicable zoning and land use regulations of Franklin County and/or the Commonwealth of Virginia.

21. Escrow Agent. In the event of any disagreement or dispute between the parties as to the funds held as a deposit by Escrow Agent, Escrow Agent may refuse to comply with instructions and/or claims until one of the following occurs: (i) said dispute has been settled between the

parties and joint, written instructions are delivered to Escrow Agent by said parties, or (ii) said dispute has been settled by a court of competent jurisdiction. Escrow Agent shall incur no liability whatsoever in connection with its good faith performance hereunder. Escrow Agent shall be liable only for loss or damage caused directly by its acts of gross negligence or intentional misconduct.

Purchaser warrants to Seller that it has full capacity, power and authority to enter into and perform this Contract according to its terms.

[Signatures are on the following page.]

Executed by the parties to be effective as of the later of the dates set forth below.

SELLER
FRANKLIN REAL ESTATE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER

[_____]

By: _____

Name: _____

Title: _____

Date: _____

Agent acknowledges receipt of deposit:

SELLER'S AGENT
WOLTZ & ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

ESCROW AGENT:
WOODS ROGERS VANDEVENTER BLACK PLC

By: _____

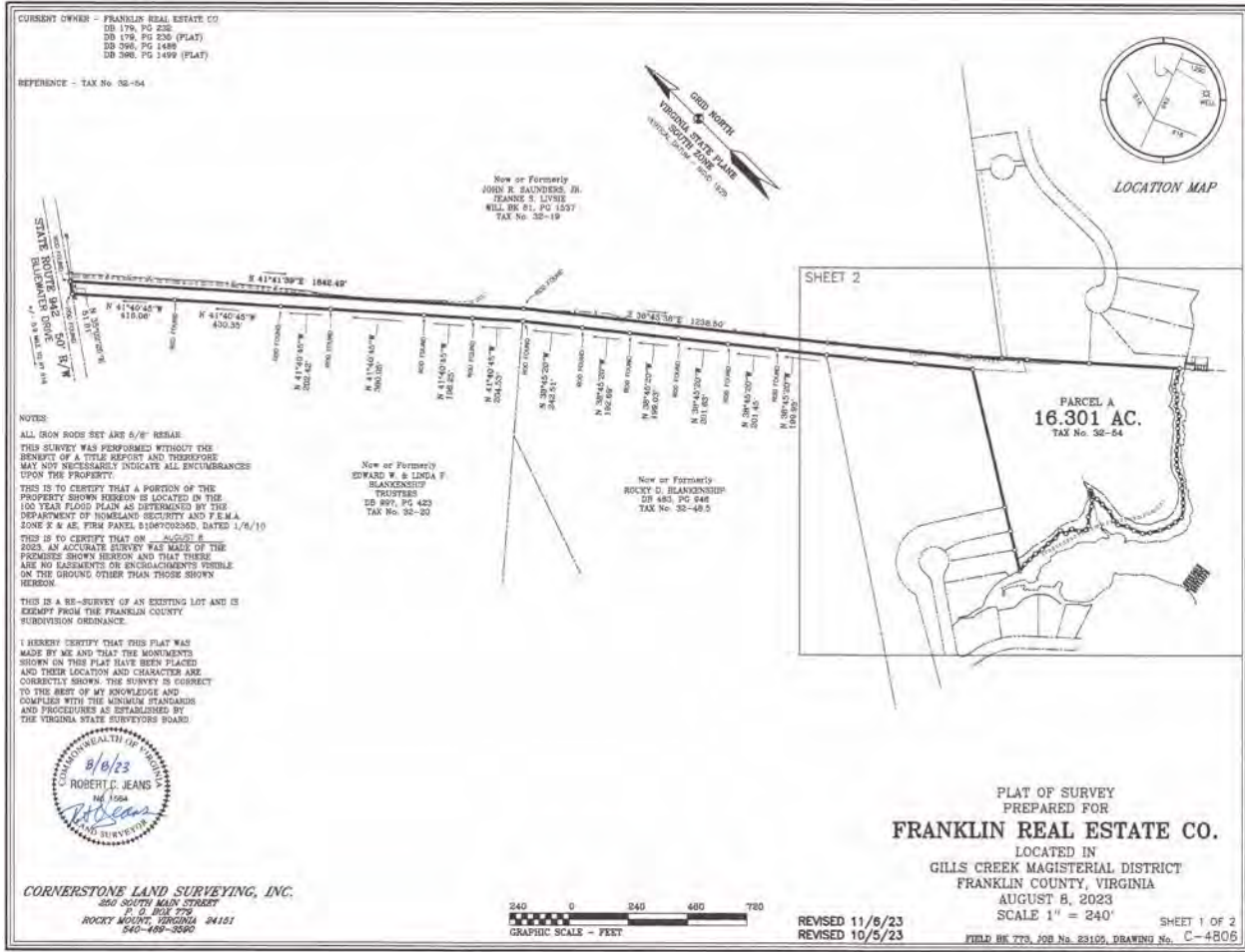
Name: _____

Title: _____

Date: _____

Exhibit A

Legal Description and/or Depiction of the Premises



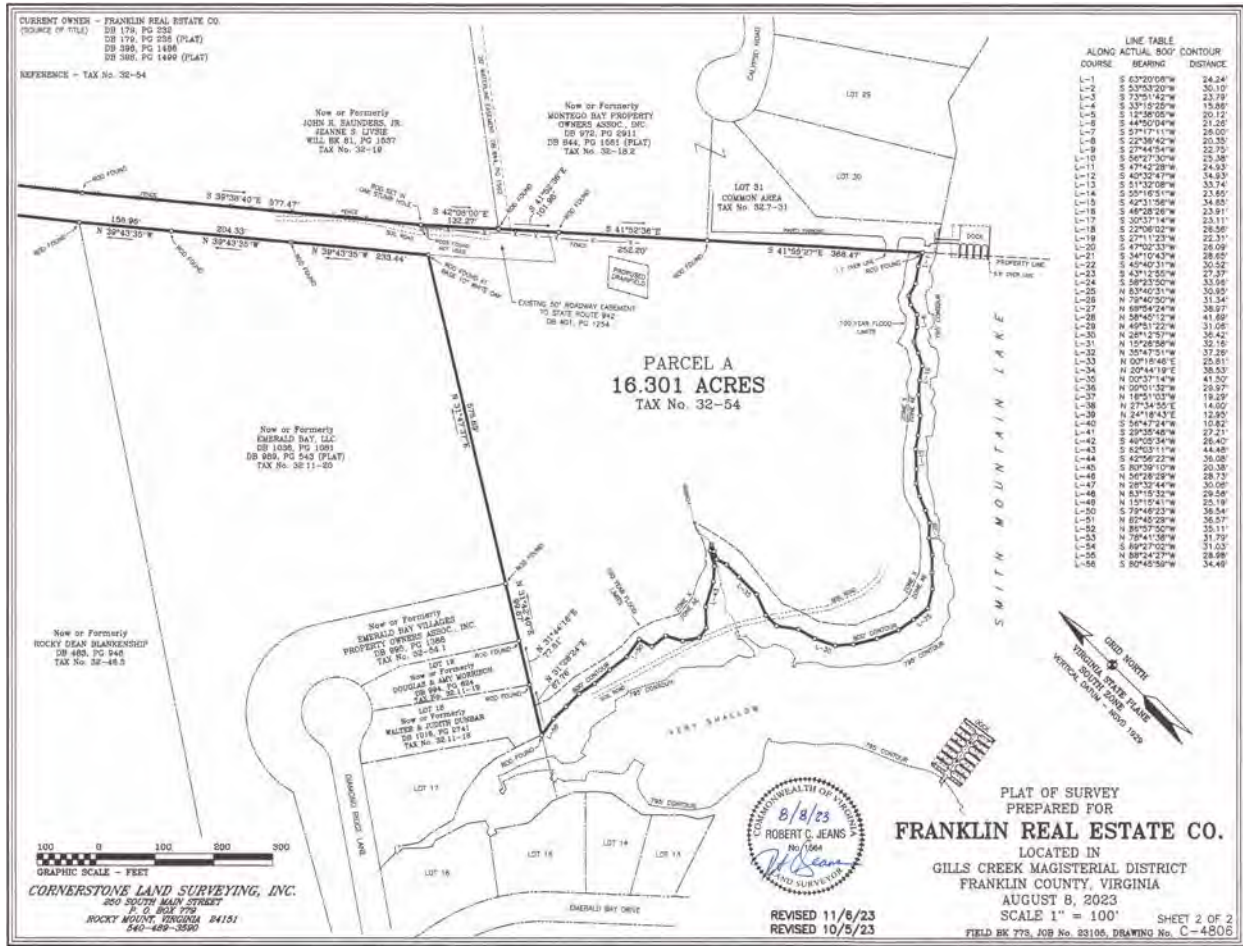


Exhibit B
Form of Special Warranty Deed

This Document Was Prepared By:
Nicole Ingle, VSB #66345
Woods Rogers Vandeventer Black PLC
P.O. Box 14125
Roanoke, VA 24038-4125

Return To:

Tax Map Reference No.: _____

Title Insurance Underwriter:

Consideration: \$ _____

Assessed Value: \$ _____

THIS DEED, made this ____ day of _____, 202__, by and between **FRANKLIN REAL ESTATE COMPANY**, a Pennsylvania corporation **fka The Franklin Real Estate Company**, having an office at 1 Riverside Plaza, Columbus, Ohio 43215, Grantor, and _____, a [limited liability company, individual, corporation], having a tax mailing address at _____, Grantee.

W I T N E S S E T H

THAT, IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT, with Special Warranty of Title, unto Grantee, that certain tract or parcel of land situate in Union Hall Magisterial District, in the County of Franklin, State of Virginia, more particularly described as follows:

“Parcel A” as shown on the plat entitled “Plat of Survey Prepared for Franklin Real Estate Co. Located in Gills Creek Magisterial District Franklin County, Virginia dated August 8, 2023, revised through November 6, 2023, prepared by Cornerstone Land Surveying, Inc., Virginia Certified Land Surveyor No. 1564” (the “Plat”), a copy of which is recorded in the Clerk's Office of the Circuit Court for Franklin County, Virginia, in Deed Book _____, Page _____ (the “Property”);

BEING a part of the lands conveyed to Franklin Real Estate Company by Deed dated _____, of record in Deed Book ____, page ____, in the Office of the Clerk of the Circuit Court of Franklin County, Virginia; and

SUBJECT TO that certain Flowage Right and Easement Deed conveyed to Appalachian Power Company by The Franklin Real Estate Company (now Franklin Real Estate Company – Grantor herein) dated _____, and recorded in the Office of the Circuit Court of Franklin County, Virginia, in Deed Book ____, Page ____ [and/or SUBJECT TO those certain flowage and other rights conveyed to or reserved by Appalachian Power Company in the following document: that certain _____ dated _____, and recorded in the Office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book ____, Page ____] (the “Flowage Easement”).

SUBJECT also to all easements, rights of way, legal highways, assessments, zoning ordinances, restrictions, exceptions, reservations, conditions, and covenants of record, if any, now in force and effect, and to such state of facts as an accurate survey and examination of the Property would disclose.

And, for the same consideration, Grantor grants, insofar as it has the right to do so, the right and non-exclusive easement to cross over Franklin Real Estate Company’s lands below said “800’ Contour” as shown on the Plat (the “Project Boundary” or the “Contour Line 800”) and lying immediately adjacent to the above described parcel of land to reach the impounded waters of Smith Mountain Lake for recreational purposes and for obtaining Grantee’s domestic water supply. However, any and all uses and occupancy of lands below said “Contour Line 800” shall be deemed to be made under a revocable license and not adverse to any right, title, interest or privilege of the Grantor or Appalachian Power Company (hereinafter “Appalachian”). Such easement and any and all uses or occupancy of lands below said “Contour Line 800” are further subject to the exceptions, reservations, covenants and conditions hereinafter set forth.

This deed is further made subject to all of the terms and conditions of that certain license issued under date of December 15, 2009, by the Federal Energy Regulatory Commission to Appalachian for Smith Mountain Project No. 2210 (the “Project”), and to any renewal, amendment, or extension thereof, or to any new license issued to Appalachian, authorizing the operation of a dam and hydroelectric generating station on the Roanoke River, and to any orders

or regulations of the Commission pertaining thereto, including but not limited to any orders pertaining to any Shoreline Management Plan of Appalachian for the Project, and to any applicable state laws and regulations.

The following rights, interests, easements and privileges are hereby excepted from this conveyance and reserved, and subject to the following rights of Appalachian, its successors and assigns, to-wit:

1. The Flowage Easement affecting all lands lying below the Contour Line 800 abutting the lands described herein. Any and all riparian and/or water rights in and to the Roanoke and Blackwater Rivers, all right, title and interest in and to the bed, water and creeks of said river, and all islands in said river adjacent to the above described parcel of land are excepted and reserved by Grantor. By acceptance of this grant, Grantee acknowledges and agrees that before installing any boat dock, rip-rap, or installing any other improvement upon the lands lying below the Contour Line 800: (1) it must comply with applicable zoning and land use regulations of Franklin County and the Commonwealth of Virginia; and (2) it must obtain a permit from Appalachian for any proposed improvements upon, or other use of, Appalachian's Flowage Easement lands, prior to commencement of any construction or use thereof by Grantee, or Grantee's successors or assigns. By acceptance of this grant, Grantee acknowledges and agrees not to cut or remove any trees located below the Contour Line 800 abutting the lands described herein, except as permitted under the applicable Shoreline Management Plan of Appalachian.
2. The right to overflow and/or affect so much of the land described herein, and so much of the land upon which access rights are herein granted, as may be overflowed and/or affected continuously or from time-to-time in any manner whatsoever, as a result of the construction, existence, operation, and/or maintenance of the aforesaid dam and hydroelectric generating station, the impounding of the waters of said river and tributaries, and the varying of the level of the so impounded waters by reason of the operation of said dam and hydroelectric station.
3. The right to use any roads now or hereafter constructed upon the above described parcel of land, and the right to construct and use additional roads at reasonable locations upon and across the said parcel of land, for ingress and to egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian, its successors and assigns.
4. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line or lines, with all necessary poles, guys, anchors, wires and fixtures, upon and over the above described parcels of land; together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line; also the right of ingress and egress

to and from and over said land for the enjoyment of the rights herein reserved. It is further understood and agreed that Grantee will place no building or other structure within the right-of-way and easement herein reserved.

Grantee accepts this conveyance with full knowledge and understanding that Appalachian has impounded the waters of the Roanoke and Blackwater Rivers and their tributaries by means of a dam in said river downstream from the above described parcel of land, and at said dam has constructed and is operating a hydroelectric generating station; and Grantee, for Grantee and Grantee's successors and assigns, hereby covenants and agrees as follows:

1. That no claim or demand for injury or damages will be made by Grantee against Appalachian or Grantor, or their successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydroelectric generating station, or the impounding of the waters of the Roanoke and Blackwater Rivers or their tributaries or the operation of the Smith Mountain Project, may now or hereafter in any manner cause or produce to, upon or concerning the parcel of land hereby conveyed, or any use made thereof by Grantee, and Grantee shall and will indemnify and save Appalachian and Grantor free and harmless from and against any such claim or demand;

2. That Grantee and Grantee's successors and assigns, will not cause, permit or suffer any garbage, sewage, refuse, waste or other contaminating matter to be cast, drained or discharged from the above described parcel of land onto the portions of said land below the contour 800' elevation or onto or into any of the other lands or waters referred to above or directly or indirectly into the impounded waters of the Roanoke and Blackwater Rivers or their tributaries;

3. That Grantee and Grantee's successors and assigns, will take all reasonable precautions to ensure that any use made of the lands described herein, and of the lands abutting the lands described herein which lie below the Contour Line 800, as authorized herein, including the construction, operation and use of piers and boat docks, will occur in a manner that will protect and enhance the scenic, recreational, and environmental values of the Smith Mountain Hydroelectric Project;

4. That the Property is zoned as A-1 Agricultural, pursuant to the Franklin County Zoning Ordinance (the "Ordinance") and shall be subject to such applicable zoning regulations as are now or hereafter imposed by the Ordinance. Furthermore, should any portion of the Property which abuts the Project Boundary be used for pasture or for the housing or raising of any livestock or farm animals, such will be fenced so as to prevent their trespass on the Project.

And it is further covenanted and agreed by Grantee for Grantee and Grantee's successors and assigns, that the above covenants and agreements shall attach to and run with the Property,

and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by Grantor or Appalachian, or its or their respective successors and assigns.

Without reimposing any of the reservations, restrictions, easements and conditions affecting the hereinabove described property, this conveyance is made subject to all of them.

WITNESS the following signature and seal:

FRANKLIN REAL ESTATE COMPANY,
a Pennsylvania corporation

By: _____(SEAL)
P. Todd Ireland
Manager, Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

STATE OF OHIO)
) To-wit:
COUNTY OF FRANKLIN)

The foregoing Deed was acknowledged before me this ____ day of _____, 202__, by P. Todd Ireland, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Franklin Real Estate Company, a Pennsylvania corporation, on behalf of the corporation.

Notary Public

My commission expires: _____

NOTARY AFFIX SEAL

WOLTZ & ASSOCIATES, INC

AUCTION INFORMATION

Winter 2024: Pulaski County, VA Real Estate –Aquatic recreational facility. 68± Acres, improvements and ±1,100' of Claytor Lake waterfrontage. The Aquatic Center consists of a dynamic hexagon-shaped structure containing a kitchen, cafeteria, and office area, 16 two room bunk houses, housing areas for staff and bath houses. The property is being offered in two tracts. Contact Russell Seneff at 540-765-7733 for more information.

Considering an Auction?

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