

TITLE SEARCH REPORT

This Title Search Report is issued for the use of the agent to whom it is addressed. This Report is to be used only by the agent to determine the insurability of title to the property described herein in conjunction with issuance of commitments, policies and endorsements by the above named title insurers ("the Company"). The agent reviewing this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by the Company. This is a report of matters appearing in the official land records of the county or city wherein the property is located. No search has been made for any matters recorded in the Federal District Courts. Not included in this Report are matters, such as mortgages, judgments and other liens, for which the Company has found recorded satisfactions or releases, and possible other matters which, according to custom and practice, would not appear in a title search. The amount shown in this Report for any deeds of trust, judgments and/or taxes is for informational purposes only. The recipient is responsible for confirming amounts for payoff and/or proration purposes. Use of this Title Search Report for any reason other than the issuance of a Company commitment, policy or endorsement is not authorized. The liability under this Title Search Report is limited to the liability under the policy or policies issued pursuant to this Title Search Report. This Title Search Report is not an opinion, warranty or guarantee of title. The liability under this Title Search Report shall cease and terminate six months after the ending date set forth in the Period of the Search, unless extended in writing by the Company.

RECIPIENT: PRO FIDELITY ASSOC
CASE NO: 11056147 RECIPIENT'S CASE NO: _____

TITLE TO THE BELOW DESCRIBED PROPERTY IS VESTED OF RECORD IN:

(The) Franklin Real Estate Company

t/e w/s j/t w/s t/c no tenancy prtshp corp llc

UNDER THE FOLLOWING DEEDS

Grantor(s): Harold Melvin Turner + wife Sallie M. Turner (Raymond Blankenship + wife Robert Meets Blankenship, et al)
Dated: 9/60/51286 Recorded: 9/60/4186 Deed Book & Pg./Inst. No: 179-232 398-1486

Current owner is surviving tenant of survivorship tenancy created in the above deed.
Deceased tenant died _____ pursuant to information at /in _____

UNDER THE WILL OF: _____

Date of Death: _____ Date of Probate: _____
Will Book & Pg./Inst. No: _____

BY INHERITANCE FROM: _____

Date of Death: _____
Heirs determined by: _____

IF PROPERTY ACQUIRED BY WILL OR INHERITANCE:

Decedent Acquired The Property By: _____

THE PROPERTY LIES IN THE COUNTY OF FRANKLIN, VIRGINIA. Recordation references are to the Clerk's Office of the Circuit Court thereof unless otherwise stated.

BRIEF LEGAL DESCRIPTION:

45.3 acres - Rt 6/6 + 40' ROAD R/W + fd from Rt 6/6 (2942) LJE 22.5 ac part CONV IN DB 398-1486
+ 1.43 ac, 2.522 ac + 0.1075 ac CONV to FREQ in DB 398-1486

Use description on attached page(s) marked "description" in brackets "[]" ← DB
 Use description in Deeds recorded in/as DB 179-232 + 398-1486

DEEDS OF TRUST: NONE

1. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

2. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

3. Grantor(s): _____
Trustee(s): _____
Dated: _____ Deed Book & Pg./Inst. No: _____
Recorded: _____ Amount: \$ _____
Named Beneficiary: _____
Assignments, Subordination Agmts, etc.: _____

JUDGMENTS: NONE
Dated _____ docketed _____ In/as _____
rendered in favor of _____ against _____
Dated _____ docketed _____ In/as _____
rendered in favor of _____ against _____
 See additional judgments attached

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S):
(to be determined) LIENS FOUND: _____

FINANCING STATEMENTS: NONE
Filed _____ as Financing Statement No. _____
Debtor: _____
Record Owner: _____
Secured Party: _____
 See additional Financing Statements attached

INFO HERE IS NOT WARRANTED - CONTACT TREASURER TO CONFIRM

TAX & ASSESSMENT INFORMATION:
Assessed Owner: Franklin Real Estate Company
Assessed Description: 26.087A RD - Parcel 343 + tractor
Tax Map/ID# 32-54 Bill # _____ GPIN# _____
Land \$ 736,500 Improvements \$ - Total \$ 736,500
Annual Amt \$ 4,492.66 Taxes Payable on: 6-5 + 12-5
Taxes Paid Thru: 2ND Q 2022 Delinquent Taxes: NONE
Taxes a Lien, Not Yet Due: 1st Q 2023
Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: _____
Property Address (not warranted): _____

RESTRICTIONS AND/OR DECLARATIONS NONE
Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____
Amendments at: _____
Contain Reverter: Yes No
Contain Easements (not shown on subd. plat): Yes No
Contain Minimum Building Line not shown on subd. plat: Yes No
Contain Assessments: Yes No

DEEDED EASEMENTS:

From: NONE Harold Melvin Turner & wife Sallie M Turner

To: Appalachian Power Company (Flowage)

Dated: 8-31-60 Recorded: _____ Deed Book & Pg./Inst. No: 179-227

From: Franklin Real Estate Company

To: Central Telephone Company of Virginia

Dated: 4-21-80 Recorded: _____ Deed Book & Pg./Inst. No: 339-1876

From: Franklin Real Estate Company

To: Appalachian Power Company

Dated: 11-30-88 Recorded: _____ Deed Book & Pg./Inst. No: 442-1169

From: The Franklin Real Estate Company

To: Appalachian Power Company

Dated: 11-30-06 Recorded: _____ Deed Book & Pg./Inst. No: 903-170

See additional easements attached

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as _____:

1. _____
2. _____
3. _____
4. _____

SHOWN ON OTHER PLATS OF RECORD as follows: NONE

1. _____
2. _____

ACCESS

Public street(s) named: _____

Appurtenant easement created by Deed Book & Pg./Inst. No.: 179-232

Road Maintenance Agreement in Deed Book & Pg./Inst. No.: _____

OTHER MATTERS:

- Rights of others in & to the use of the appurtenant easement(s) as set forth in the description
- Rights of others in & to the use of the waters of Smith Mountain Lake
- The terms & provisions contained in deed of exchange d. 5-12-86 in DB 398-1486 *

BACK TITLE INFO: Exact Full Limited None Policy/Case # _____

EFFECTIVE DATE: 14 April 2023 @ 8:00 A.M.

by Frank A Burtin
Title: examining

Copies ordered: Yes No Cost \$ _____ Hours: _____

JUDGMENTS continued

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

Dated _____ docketed _____ in/as _____
rendered in favor of _____ against _____

FINANCING STATEMENTS continued

Filed _____ as Financing Statement No. _____

Debtor: _____

Record Owner: _____

Secured Party: _____

Filed _____ as Financing Statement No. _____

Debtor: _____

Record Owner: _____

Secured Party: _____

DEEDED EASEMENTS continued

From: Franklin Real Estate Company

To: ROY E MARTIN SCUF Ellen D MARTIN

Dated: 9-22-86 Recorded: _____ Deed Book & Pg./Inst. No: 401-1254

From: _____

To: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

From: _____

To: _____

Dated: _____ Recorded: _____ Deed Book & Pg./Inst. No: _____

LESS AND EXCEPT ~~of~~ a 22.15 acre part of
said 45.3 acres conveyed to Laymond
Blankenship, et al, by deed dated May 12,
1986 recorded in Deed Book 398, page
1486

TAX INFORMATION SHEET

CITY/COUNTY OF Franklin

TAX YEAR BEGINS: _____

TAX PAYABLE: ANNUALLY _____ SEMI-ANNUALLY

PAYMENT DUE DATE (S) 6-5 & 12-5

DELINQUENT DATE (S) _____

CURRENT ASSESSMENT

20 22 LAND BOOK

Assessed Owner: Franklin Real Estate Company

Lot _____ Block _____ Section _____

Subdivision Parcel 343

Acreage 26.087 acres - + Tracts

Property address, if available: Cool Springs Lane OB 179-232
OB 398-486

Tax Map No. 32-54 Bill No. _____

Magisterial District Gills Creek

Assessed Value:

Land 736,500 Improvements - Total 736,500

Land Use _____ Total _____

Annual Tax due (City/County) \$ 2,246.33 / hafa # 4,492.66/yr

(Town, if applicable) \$ -

Both having PAID

PAYMENTS	CITY/COUNTY		TOWN		
	paid	unpaid	paid	unpaid	N/A
20 _____ -	paid	unpaid	paid	unpaid	N/A
20 _____ -	paid	unpaid	paid	unpaid	N/A
20 _____ -	paid	unpaid	paid	unpaid	N/A
20 _____ -	paid	unpaid	paid	unpaid	N/A
20 _____ -	paid	unpaid	paid	unpaid	N/A

Other Delinquencies _____

Supplemental/Rollback Taxes Assessed: _____

Remarks: TAXES ARE PAID FROM 2020

2022

Primary Order Information

State VA
County / Town Franklin
Order Type Residential Buy/Sell
Application No. 11056147
Application Date / Time 4/3/2023 9:28:05 AM
Contact User Name Kelley, Becky - beckyprotitle@verizon.net
Contact User Phone 111-111-1111
Company Name Professional Title Associates
Associated Company
Sales Rep
Production User (If opened internally)
Email Confirmation When Complete: beckyprotitle@verizon.net
Brand Fidelity
Customer Reference No.
Additional Reference No.
BackTitle No.

Seller / Owner

Individual

First Name	Middle Name	Last Name	Status
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Entity/ Estate / Trust

Entity / Estate / Trust(s)

Franklin Real Estate Co.

Buyer / Borrower

Individual

First Name	Middle Name	Last Name	Status
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Entity/ Estate / Trust

Entity / Estate / Trust(s)

To Be Determined

Sale Price / Loan Information

Sale Price: \$

Lender 1:

Loan No. 1:

Lender 1 Clause:

Loan Amount 1: \$

Lender 2:

Loan No. 2:

Lender 2 Clause:

Loan Amount 2: \$

Property Information

.Street No	Street Name Bluewater Drive
City	State VA
Municipality	Zip Code
Condominium Name	Unit Number
Subdivision / Development	Building
Lot 26.09 Acres	Phase
Section	Block
.Tax ID / Parcel No 0320005400	Township
New Construction No	Range
Section 1/4	New Plat No
Last Deed Book	Vacant Land No
Plat / Condo Book	1/4 1/4 Section
Recorded Lot	Page
Plat Instrument Number	Page
.Certificate No	Recorded Plat
	Map No.
	Torrens No
	Abstract No

Request Product

Selected Product	Due Date
TW TSR - Essential Search	4/10/2023 12:00:00 AM

Comments

IN HOUSE EXAMINERS ONLY, PLEASE. NEED COPIES OF ALL DOCUMENTS LISTED IN TITLE REPORT.



72+56 ↓↑▶⊙6 ↓↑▶⊙22

Harold Melvin Turner
wife - Sally M Turner

DB 179-236 (Franklin
CA)
1 9-2-60
1 9-6-60
1 9-6-60

aka
Lafmond ← Layman Blankenship
wife - Rachel Needs
Blankenship
on TBEW (Rays)

260.53 ac
on Rt 616 & #655
adj A Saunders, FREC
J Pedal, RE Martin
& HMT's residential

C-510
GW of TBE

[Rt 109-109
L&E 6.35 ac com in 109-110
1.03 ac com in 150-176
→ 45.3 ac com to FREC
in DB 179-232
& 20.79 ac rest by
HMT hold per plat
Pg 238]

(From 9-2-60 to 398-1486
296-361, 364-708)

179-239 D (C-510)

RE (MR 9-13-68)

232-247 D

1.1 ac NW RT 616 (pro above)

259-391 C-510
C-510

15' along Rt 942 & ^{on Rt 616} adj A. Saunders

275-845 D → C-510

parcel for → (50' RW)

295-832 ^{1/2 T+T}
C-510

over prop on Rt 616 adj J. Brown, RE Martin
J. Saunders

→ 296-361 D → EV Blankenship 58 ac NW ^{RT 942} (pro above)

299-645 D

10.93 ac ^{5/8} RT 616 adj M. J. J. Ch.

[cc]

303-499 D

6 ac NW RT 616

[cc]

481 D ^{LEB} ^{Rigney} 210' x 210' end driveway to garage

[cc]

306-616 D

7.84 ac NW RT 616

[cc]

363-840 D

1.47 ac NE S "

[cc]

→ 364-708 D → JL Blankenship 40 ac E/S RT 616 [cc]

385-1655 D → C-510

parcel for RT 616 (50' RW)

(CONT'D)

(Raymond)
Lafman / Rachel M (CONT'D)
Blankenship (to 398-1486)

386-157 D → ^{Et. W} Blankenship 26AC 74942 (P/O above)

202 D → English 26.54C adj's [15]

395-149 0

8.54C ELSR 1616 [15]

✓
REF 398-1486 D → Franklin Real Estate CO

Edward Wayne Blankenship
Linda Faye Ouster Blankenship

(-from F-F-74
to 398-1986)

F-F-74
F-2-74 [296-36] O-F. Layman
Blankenship
w/ Rachel Meeks
Blankenship

58 AUG 74 - NOV 5 R 1942
(PID 179-236)

398-1986 D → Franken Pond Estate Co

2nd wife → Donna Dorland Blankenship from 7-17-81
↑ James Raymond Blankenship (fr 398-1486)
Verice S Blankenship (later Hoffman) to 392-848

7-17-81 [364-708] Off. Raymond
7-17-81 [364-708] Off. Blankenship
w/ Rachel Mees Blankenship
FOUGA- [PO
EIS R+616 [179-236]
+ JERMAN to

364-706 D 6 ac - NLS R+616 [POF-303-479]

→ 392-848 Verice S Blankenship → JERMAN
(11-20-85/11-26-85) Hoffman & NLS → Donna
Larry R Hoffman Dorland
Blankenship
(R+WIFE)
can. Verice's
12 cat in
2000

✓ 398-1486 D → Franklin Real Estate Co
OK

Johnnie A Brown (from 1-2F-60
Nellie Perdue Brown (-> 2FF-462 Exch)

1-2F-60
1-2F-60

[173-141]

D.A. Cylett
Perdue,
SPEC COMM'R

"LARRY E. MAXWELL, et al
vs JESSE MAXWELL, et al"

- ① 50 ac on 50' R/W
- ② 1 ac - R/W
- ③ 4.35 ac R/W "50' R/W" each prop's
- ④ 3 ac - R/W

(REF: 116-446 -> LW + 50' R/W MASSAC)

175-288 APEO ~~Thomas~~ edge (affects above)

22F-265 D -> J.B. Nichols
C.E. Thomas 3.3 ac on 50' R/W (P/O above)

228-166 D -> H. Mel. Turner 5 ac on Smith Mfg Co Ac (C) + 50' R/W to R/W 616

2FF-462 D -> Franken Real Estate Co

Harold Melvin Turner
wife - Sally M Turner
to
The Franklin Real
Estate Company
(a Pa. corp)

DB 179-232 (Franklin Co)
1 9-1-60
1 9-6-60
1 9-6-60

C-#10
COU of Title

→ STAPCO flowage
edge in DB 179-227

Parcel #53000
No 343 ON NELS Rf66
+ 40' R/W for ROAD
ext. to Rf655 (R/W)
(plot here pg 235)
[Ref: P10 107-109]

(see copy)

(from 9-1-60 to date) - A thru adv list

→ 244-462 D/Exch w/ JA Brown
(12-8-68/r227-68)

(see copy)

FREC → BROWN: 0.617 ac on
plot here pg 466
(p10 above)

BROWN → FREC: 0.722 ac below

NOTE → part went out
as p10-2215
ac in pg
348-1986
old & new Rf616 ③ on
plot here pg 466
[P10 173-141]

* 359-1876 cont. of
CO. edge

373-1592 D → COF VA

0.3 ac of Rf616 "Parcel 1001"
here (p10 above)

→ 398-1486 D/Exch w/ Blankenship
(15-12-86) (17-10-86) [see copy]

FREC → Blankenship, et al:
22.15 ac [P10 179-232 f
244-462 & 466]

→ #01-1254 D/Edge
exch. of ROAD
edges w/ R/E Markin

Blankenship → FREC:
- 1.43 ac plot here pg 199
[P10 179-236]
- 2.122 ac plot
[P10 296-365] → [P10 179-236]
- 0.675 ac plot
[P10 364-368; 392-898]
[P10 179-236]

(CONT'D)

* 442-1169 APLO
ERSE

* 903-170 "

(4-14-23 @ 5:00 PM)

4-2003

FREE

Jay

✓

HS

✓

Franklin County, VA

Property Information



Disclaimer: While every effort has been made to ensure the accuracy of the information presented, Franklin County is not responsible for the accuracy of the content contained here in and will not be liable for its misuse or any decisions based on this report's contents.

Tax Map #: 0320005400 **Card:** 1

911 Address:

Owner: FRANKLIN REAL ESTATE CO

Owner Address: C/O AMERICAN ELECTRIC POWER P O BOX 2021 ROANOKE VA 24022

Consideration: \$0 **Sale Date:** 12/30/1899

Grantor: COMBINED WITH 32-54.2 & 32-54.3

Deed Book/Page	Plat Book/Page	Instrument
179/232	/	0

Total Assess Valued	Land Value	Improvement Value	Land Use Program Value
\$736,500	\$736,500	\$0	\$0

Acreage: 26.087 **Zoning:** SM

Occupancy: VACANT LAND **Use Class:** AGR/UNDDDEV 20-99 ACR

Right of Way: PRIVATE **Surface:** GRAVEL

Terrain: ON GRADE **Characteristic:** ROLLING/SLOPING

Water: NONE **Sewer:** NONE

Stories: 0	Year Built: 0	Age: 0
Total Rooms: 0	Bed Rooms: 0	Bath Rooms: 0 Full: 0 Half: 0

Heat: **Foundation:** **Exterior Walls:**

Gas: NO **Roof Type:** **Interior Walls:**

A/C: NO **Electric:** NO **Roofing:** **Flooring:**

Fireplaces: 0 **Flues:** 0 **Base Living Area:** 0 **Total Living Area:** 0

Finished Bsmt Sq Ft: 0

Land Description	Unit Size	Unit Value	Unit Method	Unit Adj.	Unit Total	Utility Value
OTHER	11.13	\$50,000	P	0	\$556,500	\$0
HOMESITE DEFAULT	1	\$180,000		0	\$180,000	\$0
FLOWAGE	13.957	\$0	P	0	\$0	\$0

Improvement Description	Unit Length	Unit Width	Unit Condition	Unit Value
No Improvements				

Transfer History

Grantor Grantee	Deed Ref	Instrument Type	Instrument Year	Instrument Num	Transfer Date	Consideration
COMBINED WITH 32-54.2 & 32-54.3	398/1486		0	#0	0/0/0	\$0

Legal Description:

PARCEL 343 & TRACTS

 No Sketch Available

(1507)
Mailed
A. Power Co.
9.27.60
Alvin E. Hall

RE 178-Case 11
178-100-A

BOOK 179 PAGE 227

**FLOWAGE RIGHT AND EASEMENT DEED
SMITH MOUNTAIN COMBINATION HYDRO ELECTRIC PROJECT
UPPER RESERVOIR**

Parcel No. 343

Document No. _____

THIS DEED made the 31 day of August, 1960, by and between

HAROLD MELVIN TURNER and SALLIE M. TURNER, his wife

herein called "Grantors" (whether one or more persons), and Appalachian Power Company, a Virginia corporation, herein called "Appalachian,"

WITNESSETH THAT:

WHEREAS, Grantors are the owners in fee simple of the following described land and appurtenant rights, herein referred to as "said premises," to-wit:

That certain land situate in Gills Creek District,
Franklin County, State of Virginia, on or near the waters
of Roanoke River (sometimes called Staunton River) and/or of a tributary or tributaries
thereof, and bounded and described as follows:

On the Northeast, by Albert Saunders, Jim Paulus, Ray E. Martin,

On the Southeast, by Johnde A. Brown,

On the Southwest, by Harry Dudley; H. C. Brown @ Va. Sec. Hwy#616, and

On the Northwest, by Albert Saunders and Va. Sec. Hwy#655,

containing .327 acres, more or less; being the same land conveyed to _____

Harold Melvin Turner

by Jula B. Brown sole devisee of Charles Thomas Brown by deed dated

the 7 day of October, 1966, and of record in the Office of the

Clerk of the Circuit Court of Franklin County, Virginia in Deed

Book 109 at page 109, to which deed reference is hereby made for a description of
said land; and being all of Grantors' land located on, in, and/or near said river and/or
its tributaries in the County aforesaid.

Together with all easements and rights appurtenant to the above described land, including without limitation any and all riparian and/or water rights in and to said river and/or its tributaries and any and all right, title and interest in and to the bed, water and creeks of said river and/or its tributaries and in and to any and all islands in said river and/or its tributaries, within or adjacent to the above described land; and

WHEREAS, Appalachian proposes to impound the waters of said river and tributaries by constructing a dam across said river at Smith Mountain downstream from said premises and to construct and operate at and in connection with such dam a hydro electric power station including provision for pumping, which dam is to be of such height and so designed that at such dam the elevation of the so impounded waters, except on very rare occasions, will not exceed 800 feet.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable considerations in hand paid by Appalachian to Grantors, the receipt of which is hereby acknowledged, Grantors hereby grant, bargain, sell and convey with covenants of general warranty, unto Appalachian forever the right to overflow and/or affect so much of said premises as may be overflowed and/or affected, continuously or from time to time in any manner whatsoever, as the result of the construction, existence, operation and/or maintenance of the aforesaid dam and/or power station, the impounding of the waters of said river and tributaries and/or the varying of the level of the so impounded waters by reason of the operation of said power station, including any pumping as part of such operation.

BOOK 179 PAGE 228

ALSO, for the above mentioned considerations, Grantors hereby grant to Appalachian the further right to enter upon said premises at any time and from time to time and, at Appalachian's discretion, to cut, burn and/or remove therefrom any and all buildings, structures, improvements, trees, bushes, driftwood and other objects and debris of any and every kind or description which are or may hereafter be located on the portion of said premises below the contour the elevation of which is 800 feet.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. Grantors shall have the right to possess and use said premises in any manner not inconsistent with the estate, rights and privileges herein granted to Appalachian, including (a) the right to cross said land to reach the impounded waters for recreational purposes and for obtaining their domestic water supply and water for their livestock and (b) the right to extend and maintain necessary fences across said land and into the impounded waters for a sufficient distance to prevent livestock from wading around said fences;

AND, FOR THE ABOVE MENTIONED CONSIDERATIONS, GRANTORS HEREBY COVENANT AND AGREE TO AND WITH APPALACHIAN THAT:

- (a) If Grantors exercise any of the rights set forth in 1 above or make any other use of said premises or of any other lands or of any waters in or to which any estate, right or privilege is now or hereafter owned or held by Appalachian, such exercise or use shall be at the sole risk of Grantors and no claims shall be made against Appalachian for any injuries or damages arising out of or in connection with such exercise or use; and such other use shall be deemed to be made under a revocable license from Appalachian and not adverse to any right, title, interest or privilege of Appalachian;
- (b) Grantors will not cause, permit or suffer any garbage, sewage, refuse, waste or other contaminating matter to be cast, drained or discharged onto the portion of said premises below the contour the elevation of which is 800 feet or onto or into any of the other lands or waters referred to in (a) above or directly or indirectly into such impounded waters; and
- (c) The above mentioned considerations include full compensation for any effect, change or result whatsoever which, by reason of the construction, existence, operation and/or maintenance of the aforesaid dam and/or power station, the impounding of the waters of said river and tributaries and/or the varying of the level of the so impounded waters, may now or hereafter in any manner, directly or indirectly, be caused or produced to, upon or in relation to said premises, the waters of said river and tributaries or any use made of any thereof by Grantors;

and that the covenants and agreements herein shall be covenants attaching to and running with said premises.

THE ELEVATION herein mentioned has been and hereafter shall be determined in accordance with the system of elevations used locally by the United States Geological Survey.

THIS CONVEYANCE is hereby made subject to any and all public roads, highways and public utility easements of record and affecting said premises.

GRANTORS COVENANT that they are seized of said premises and have the right to convey the estate, rights and privileges hereby granted; that they have done no act to encumber the same and the same are not encumbered except as aforesaid; that Appalachian shall have quiet and peaceful possession of the same free from encumbrances, except as aforesaid; that they will execute such further assurances of the same as may be requisite; and that they will forever warrant and defend the same unto Appalachian against the claims and demands of all persons whomsoever.

RE 398-Graves 2)
1/24-4-20-2A

R/M 179 PAGE 229

THIS DEED and the provisions hereof shall extend to and be binding upon the parties hereto and their heirs, personal representatives, successors, assigns, lessees, licensees, permittees and tenants.

IT IS AGREED that this deed sets forth the entire agreement between the parties hereto and was fully understood by them before its execution; that there is no consideration for this deed except the considerations hereinabove referred to and provided; that the agent of Appalachia securing this deed has no authority to bind Appalachia by any verbal representation or verbal promise; and that this deed is complete in all of its terms and provisions.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this the day and year first above written.

 (SEAL) Norval Melvin Turner (SEAL)

 (SEAL) Sally M Turner (SEAL)

 (SEAL) _____ (SEAL)

 (SEAL) _____ (SEAL)

 (SEAL) _____ (SEAL)

STATE OF VIRGINIA }
COUNTY OF Franklin } To-wit:

I, R.M. Foster, a Notary Public in and for the County and State aforesaid, do certify that Norval Melvin Turner and Sally M Turner; his wife, whose names are signed to the writing hereto annexed bearing date on the 31 day of Aug, 1960, have acknowledged the same before me in my said County.

My Commission expires on the 17 day of April, 1961
Given under my hand this 6th day of September, 1960

R.M. Foster
Notary Public
at large

STATE OF VIRGINIA }
COUNTY OF _____ } To-wit:

I, _____, a Notary Public in and for the County and State aforesaid, do certify that _____, whose names are signed to the writing hereto annexed bearing date on the _____ day of _____, 19____, have acknowledged the same before me in my said County.

My Commission expires on the _____ day of _____, 19____
Given under my hand this _____ day of _____, 19____

With Revenue Stamps of the value of 1.10 placed in same and cancelled according to law.



Notary Public

VIRGINIA, FRANKLIN COUNTY. To wit: _____ the Officer of the Clerk of the Circuit Court for the County of Franklin the 6 day of September, 1960. This deed was presented, and with the certificate annexed, admitted to record at 12:23 o'clock P. M. Edwin Green Clerk

13491
Mack
H. Power Co
9-27-60
Miss S. Mack
100

BOOK 179 PAGE 232

PARCEL NO.
343

DEED IN FEE TO REAL ESTATE
SMITH MOUNTAIN COMBINATION HYDRO ELECTRIC PROJECT
UPPER RESERVOIR

THIS DEED made the 1st day of September, 1960, by and between
HAROLD MELVIN TURNER and SALLIE M. TURNER, his wife, herein called "Grantors",
and THE FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation, herein called
"Grantee",

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

THAT for and in consideration of Ten Dollars (\$10.00) and other
valuable considerations in hand paid by Grantee to Grantors, the receipt where-
of is hereby acknowledged, Grantors hereby grant, bargain, sell, and convey in
fee simple, with covenants of General Warranty, unto Grantee forever the follow-
ing described tract of land and appurtenant rights, to-wit:

All that certain tract of land situate on or near the
waters of Roanoke River (sometimes called Staunton River)
and/or a tributary or tributaries thereof, lying and being
in Gills Creek District, Franklin County, Virginia, and
bounded:

- On the Northeast partly by the lands of Jim Perdue and partly by the lands of Roy E. Martin,
- On the Southeast by the lands of Johnnie A. Brown,
- On the Southwest by the centerline of Virginia Secondary Highway No. 616 and the lands of Harry Dudley, and
- On the Northwest by other lands of the Grantors,

and containing 45.3 acres, more or less, and shown on
Appalachian Power Company's Drawing, dated August 26,
1960, attached hereto as a part hereof entitled:

" THE FRANKLIN REAL ESTATE COMPANY
From
HAROLD MELVIN TURNER PARCEL NO. 343
Gills Creek District Franklin Co., Va. "

Together with all easements and rights appurtenant to
the above described land, including without limitation any
and all riparian and/or water rights in and to said river
and/or its tributaries as the same flow by or abut said
above described land.

Together with a forty (40) feet wide right-of-way for
road purposes which right-of-way is located parallel to,
southwest of and adjoining the boundary line between said
land of Grantors and those of Albert Saunders, Jim Perdue,
and Roy E. Martin, and which is to extend from Virginia
Secondary Highway No. 655 in a southeasterly direction to
the land above described and herein conveyed; the location
of which right-of-way being shown on the above mentioned
Drawing attached hereto as a part hereof.

BOOK 179 PAGE 233

Being a portion of the same lands Harold Melvin Turner et ux acquired from Lula B. Brown, sole devisee of Charles Thomas Brown, by deed dated October 7, 1946 and recorded in the office of the Clerk of the Circuit Court of Franklin County, Virginia, in Deed Book 109, at page 109.

This conveyance is made by the boundary and not by the acre.

THIS CONVEYANCE is hereby made subject to:

(1) All the terms, covenants and conditions of that certain Flowage Right and Easement Deed from the Grantors herein to Appalachian Power Company, dated August 31, 1960 and to be recorded in the aforesaid Clerk's Office.

DB179-
Pg 227

(2) Any and all public roads, highways and public utility easements of record and affecting the above described land.

GRANTORS COVENANT that they are seized in fee simple of the land herein conveyed and have the right to convey the same unto Grantee; that they have done no act to encumber the same and the same are not encumbered, except as aforesaid; that Grantee shall have quiet and peaceful possession of the same free from encumbrances, except as aforesaid; that they will execute such further assurances of the same as may be requisite; and that they will forever warrant and defend the same unto Grantee against the claims and demands of all persons whomsoever.

IT IS AGREED that this deed sets forth the entire agreement between the parties hereto and was fully understood by them before its execution; that there is no consideration for this deed except for the considerations hereinabove referred to and provided; that the agent of Grantee securing this deed has no authority to bind Grantee by any verbal representation or verbal promise; and that this deed is complete in all of its terms and provisions.

WITNESS the following signatures and seals.

Harold Melvin Turner
Lula B. Turner (SEAL)

BOOK 179 PAGE 234

STATE OF VIRGINIA }
COUNTY OF FRANKLIN } To-wit:

I, Chas. M. Foster, a Notary Public in and for the County and State aforesaid, do certify that HAROLD MELVIN TURNER and SALLIE M. TURNER, his wife, whose names are signed to the writing hereto annexed bearing date on the 1st day of September, 1960, have this day acknowledged the same before me in my said County.

Given under my hand this 1st day of September, 1960.

Chas. M. Foster
Notary Public
State of Virginia

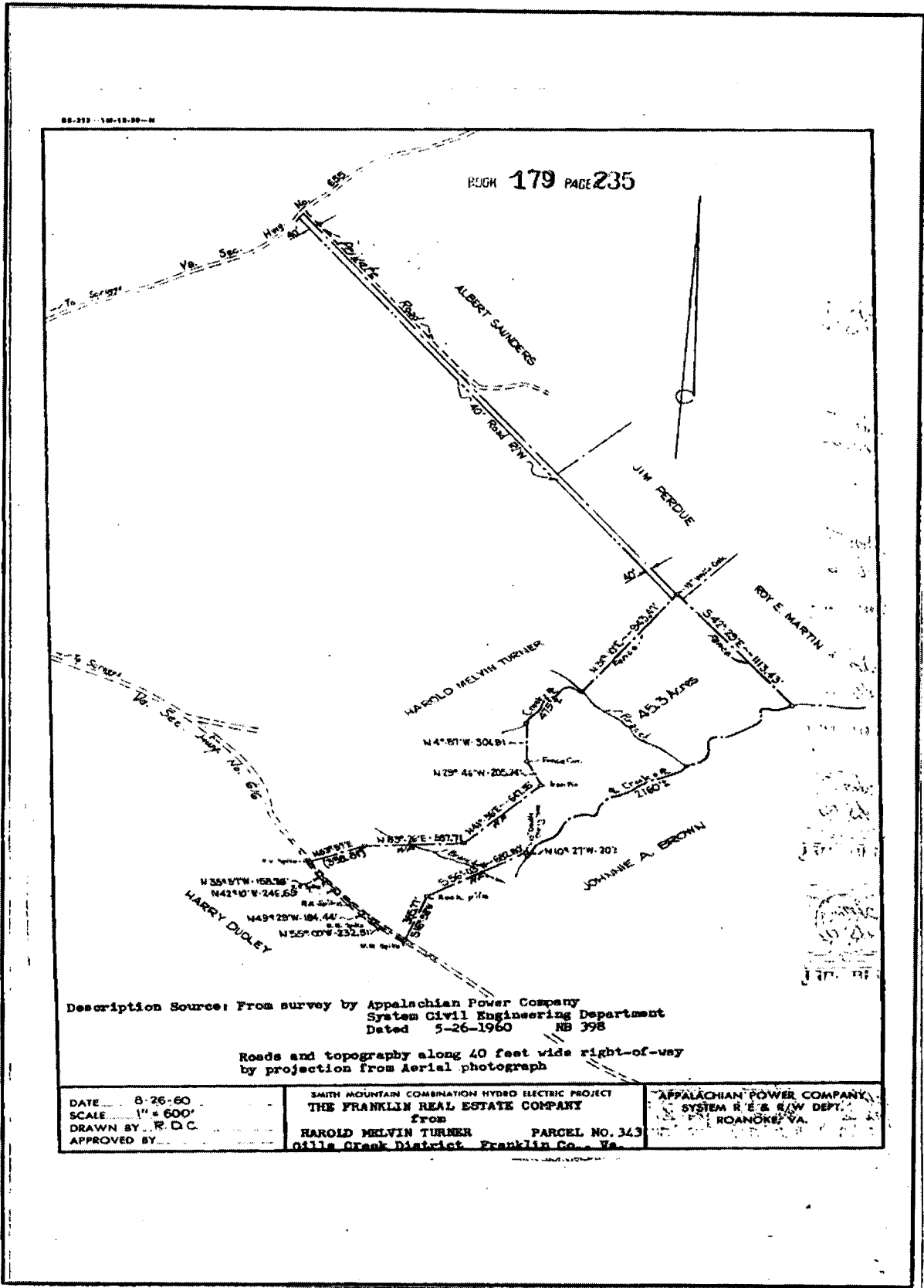
My Commission expires:
14 April 1961

VIRGINIA, FRANKLIN COUNTY, To-wit:
In the Office of the Clerk of the Circuit Court for the County of Franklin the 6 day of September 1960, this deed was presented, and with the certificate annexed admitted to record at 12:37 o'clock P.M.

Teste: Edwin A. [Signature] Clerk

Two Revenue Stamps of the value of 5.00 placed in same and cancelled according to law.





BOOK 359 PAGE 1876

DOC. NO. SM-390-E

RECEIVED OF CENTRAL TELEPHONE COMPANY OF VIRGINIA (herein called Company), One Dollar (\$1.00), in consideration of which the undersigned, FRANKLIN REAL ESTATE COMPANY (herein called Grantor), hereby grants to said Company, its successors and assigns, subject to the terms and conditions hereinafter set forth, the right and easement to construct, operate, maintain, replace and remove a buried telephone cable including the necessary line or lines, conduits, manholes, cables, wires and fixtures upon, over, across and underneath the surface of Grantor's lands shown on Grantor's Drawing dated November 15, 1967 attached hereto and made a part hereof; the rights herein granted being over those certain lands located in Gills Creek Magisterial District of Franklin County, Virginia, and acquired by Franklin Real Estate Company through deed from Harold Melvin Turner, et ux, dated September 1, 1960 recorded in Deed Book 179 at page 232 in the office of the Clerk of the Circuit Court of Franklin County, Virginia and deed of exchange dated February 8, 1968 between Franklin Real Estate Company and Johnnie A. Brown and Nellie Perdue Brown recorded in Deed Book 244 at page 462 in the aforesaid Clerk's Office.

Together with the right to trim or cut any trees within an area five (5) feet distant on either side of the centerline of the easement being herein granted that may interfere with the construction, operation, maintenance replacing and removing of said telephone cable.

In the event the Company shall remove all or any part of the aforesaid telephone cable or abandon the use thereof for a period of one year, said easement and every part thereof not so used shall revert to said Grantor, free and clear of all rights and claims hereunder.

In consideration of the grant of the foregoing rights and privileges the Company hereby agrees to indemnify and save harmless the Grantor from any damages or personal injuries, including death that might be sustained by Company, Grantor, or by any person as a result of the construction, operation, maintenance, replacing and removal of said telephone cable and appurtenances

with
mountain
parcel 343

W.S. 1557W

24/3

BOOK 359 PAGE 1874

connected therewith by the said Company and which are not caused by the sole negligence of the Grantor, its agents, servants and employees.

It is understood and agreed between the Grantor and the Company that if the aforesaid telephone cable and appurtenant equipment should interfere with the future development of the above mentioned tracts of land by the said Grantor, its successors, or assigns, then and in that event, and upon ninety (90) days written notice of such interference, the said Company shall at its sole cost and expense, promptly and with reasonable dispatch relocate all or any part of said telephone cable to such other locations on said lands as may be necessary to eliminate such interference, and that the easement required for such relocation shall be furnished without cost to said Company by the Grantor, under the same terms and conditions as contained herein.

It is further understood and agreed between the parties hereto that the terms and conditions of this agreement shall inure to the benefit of and be binding upon the successors or assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused their corporate names to be hereunto subscribed by their proper officers thereunto duly authorized this 21st day of April, 1980.

FRANKLIN REAL ESTATE COMPANY

By W W von Schaal
Vice President

CENTRAL TELEPHONE COMPANY OF VIRGINIA

By [Signature]
Vice President

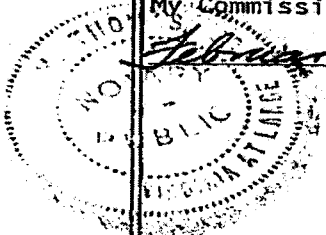
BOOK 359 PAGE 187e

STATE OF VIRGINIA }
CITY OF ROANOKE } To-wit:

The foregoing instrument was acknowledged before me the 6th day of AUGUST, 1980, by W. W. von Schack, Vice President of FRANKLIN REAL ESTATE COMPANY, a corporation, on behalf of the corporation.

My Commission expires: February 26, 1983

J. W. Thomas, Jr.
Notary Public in and for the
City and State aforesaid
STATE OF VIRGINIA AT LARGE

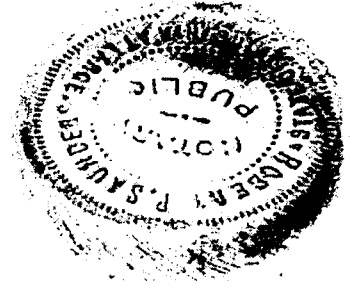


STATE OF VIRGINIA }
CITY OF MARTINSVILLE } To-wit:

The foregoing instrument was acknowledged before me the 31st day of July, 1980, by Daryl A. Ferguson, Vice President of CENTRAL TELEPHONE COMPANY OF VIRGINIA, on behalf of the corporation.

My Commission expires: January 28, 1984

R. P. Saunders
Notary Public in and for the
State aforesaid



-3-

In the Clerk's Office of the Circuit Court of Franklin County, Virginia, this instrument is admitted to record on the 2 day of September 1980, at 2:10 P. M. and with the certificate of acknowledgement thereto annexed. The taxes imposed by Sec. 58-54 and Sec. 58-54.1 of the Code of Virginia, in the amount of \$ have been paid.

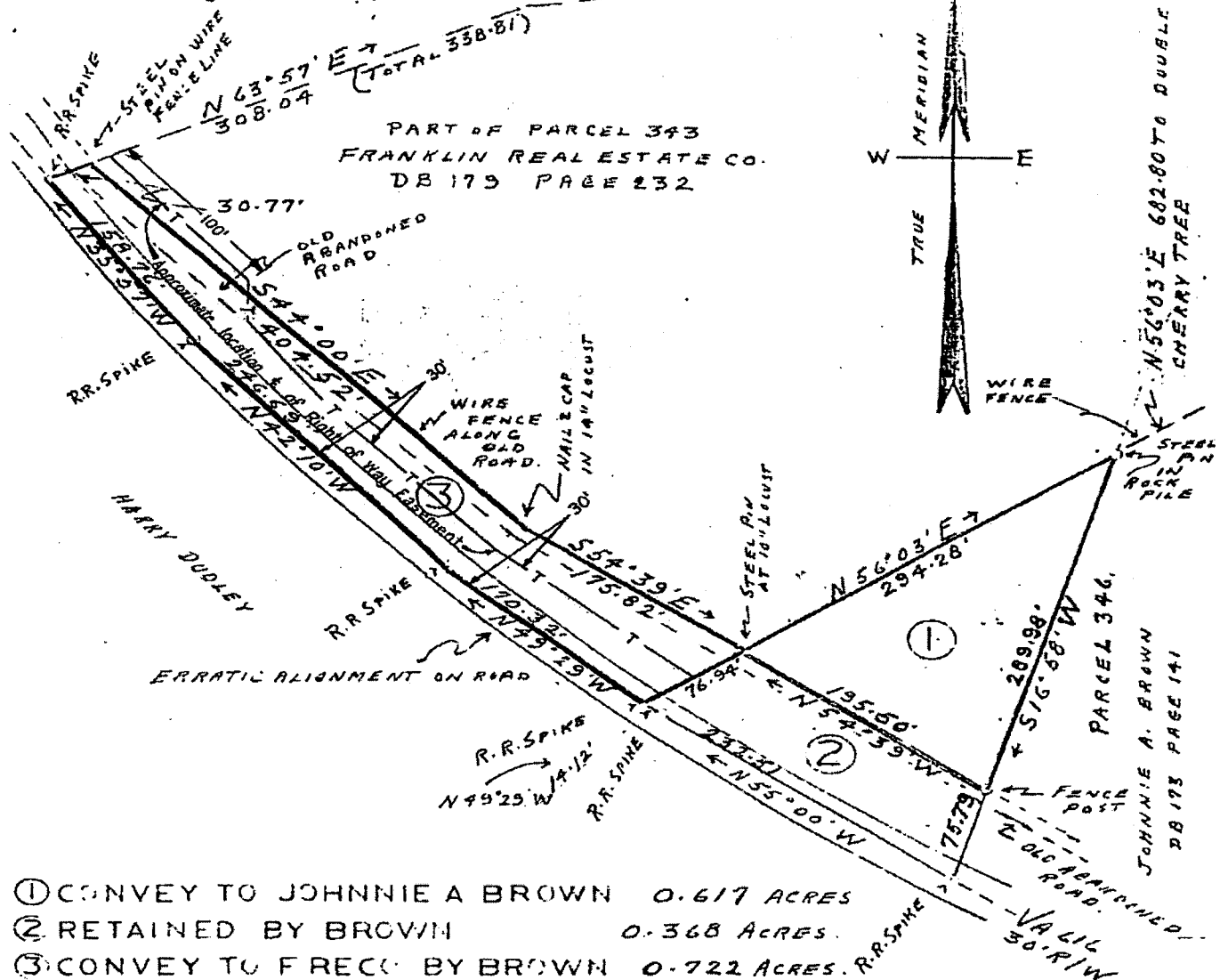
Teste: Wm. J. Walker, Jr. Clerk

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BOOK 359 PAGE 1874

MELVIN TURNER
 DE 109 PAGE 109

PART OF PARCEL 343
 FRANKLIN REAL ESTATE CO.
 DB 179 PAGE 232



- ① CONVEY TO JOHNNIE A BROWN 0.617 ACRES
- ② RETAINED BY BROWN 0.368 ACRES.
- ③ CONVEY TO FRECC BY BROWN 0.722 ACRES.

JOHNNIE A. BROWN
 DB 173 PAGE 141

FRANKLIN COUNTY, VIRGINIA

DATE NOVEMBER 15, 1967
 SCALE 1" = 100'
 DRAWN BY CEK
 APPROVED BY _____

MUTUAL CONVEYANCE
 JOHNNIE A. BROWN
 FRANKLIN REAL ESTATE COMPANY
 GILLS CREEK MAGISTERIAL DISTRICT
 FRANKLIN COUNTY VIRGINIA

APPALACHIAN POWER COMPANY
 SYSTEM R/E & R/W DEPT.
 ROANOKE, VA.

JOB 456

THIS DEED OF EXCHANGE made as of the 12th day of May, 1986, by and among LAYMOND BLANKENSHIP (also known as Layman Blankenship and Laymon Blankenship) and RACHEL MEEKS BLANKENSHIP, husband and wife, parties of the first part; EDWARD WAYNE BLANKENSHIP and LINDA FAYE OUSLEY BLANKENSHIP, husband and wife, parties of the second part; JAMES LAYMOND BLANKENSHIP and DONNA DORLAND BLANKENSHIP, husband and wife, parties of the third part; FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation, party of the fourth part; and APPALACHIAN POWER COMPANY, a Virginia corporation, party of the fifth part;

WITNESSETH THAT:

WHEREAS, the parties of the first, second and third parts own certain contiguous parcels of real property in the Gills Creek Magisterial District of Franklin County, Virginia, and have agreed to convey to Franklin Real Estate Company a strip of land adjoining the northeast boundary of each of their parcels; and

WHEREAS, in exchange for the aforesaid conveyance by the parties of the first, second and third parts, Franklin Real Estate Company has agreed to convey to the parties of the first, second and third parts a tract of land containing 22.15 acres, more or less, also located in the Gills Creek Magisterial District of Franklin County; and

WHEREAS, the parties of the third part have requested and directed that the said 22.15 acres be conveyed by Franklin Real Estate Company to the parties of the first and second part, in return for good and valuable consideration paid to them by the parties of the first and second part;

NOW, THEREFORE, in consideration of the mutual conveyances hereby effected, and of other good and valuable considerations paid by the parties of the first and second part to the parties of the third part, receipt of which is hereby acknowledged, the parties make the following conveyances:

I

The parties of the first part, Laymond Blankenship and Rachel

03217 JUL 11 09:12

INST. NO. / FOUR YEAR 1986

Meeks Blankenship, husband and wife, do hereby GRANT and CONVEY unto the party of the fourth part, Franklin Real Estate Company, with General Warranty and Modern English Covenants of Title, all of the following lot or parcel of land, located in the Gills Creek Magisterial District of Franklin County, Virginia:

Beginning at an iron pin set one (1) foot southwest of a fence, said iron pin being at the northeast corner of the property of Laymond [Layman] Blankenship et ux., the southeast corner of the property of Edward Wayne Blankenship et ux., and the common corner of both with property of John R. Saunders, and said iron pin also lying S. 37° 36' 55" E. 1843.43 feet from an iron pin in the southeast right of way line of Virginia Secondary Route 942, thence with the John R. Saunders property S. 34° 40' 25" E. 1238.46 feet to an iron pin, corner to property of James Laymond Blankenship et ux.; thence with the property of James Laymond Blankenship S. 54° 49' 40" W. 50.32 feet to an iron pin; thence leaving the James Laymond Blankenship property and with a new line through the property of Laymond Blankenship et ux. N. 34° 40' 25" W. 1237.60 feet to an iron pin set in the line of Edward Wayne Blankenship et ux. (passing iron pins at 200.00 feet, 401.48 feet, 603.15 feet, 802.12 feet, and 995.13 feet); thence with the Edward Wayne Blankenship property N. 53° 51' E. 50.33 feet to an iron pin, the point of BEGINNING, containing 1.43 acres, more or less, and being shown on a plat of survey made by Dudley & Zeh, C.L.S., dated December 12, 1985, revised March 25, 1986, a copy of which is attached hereto and recorded herewith; and

Being a part of the property conveyed to Layman Blankenship (the same person as Laymond Blankenship) and Rachel Meeks Blankenship, husband and wife, by Harold Melvin Turner et ux. by deed dated September 2, 1960, recorded in the Clerk's office of the Circuit Court of Franklin County, Virginia, in Deed Book 179, page 236.

The foregoing property is bounded on the northwest by the parcel hereinafter conveyed by the parties of the second part to Franklin Real Estate Company and on the southeast by the parcel hereinafter conveyed by the parties of the third part to Franklin Real Estate Company.

TOGETHER WITH the right and easement to construct, improve and maintain on the remaining property of the parties of the first part adjoining that hereby conveyed (1) any drainage ditches or other drainage facilities that may be necessary for proper and adequate drainage of any road constructed by the party of the fourth part or its successors in title on the property hereby conveyed and (2) any cut and/or fill slopes as may be required for proper construction and maintenance of such road

(said cut and/or fill slope easement to terminate when the parties of the first part or their successors in title grade their adjoining property so that there is no longer a need for such slopes). The specific locations of said easements shall be fixed by construction of the said drainage facilities and slopes in connection with construction of such road.

RESERVING, HOWEVER, unto the parties of the first part a temporary easement to enter upon the property conveyed and remove therefrom all standing and fallen timber, which easement shall TERMINATE automatically on January 1, 1987.

II

The parties of the second part, Edward Wayne Blankenship and Linda Faye Ousley Blankenship, husband and wife, do hereby GRANT and CONVEY unto the party of the fourth part, Franklin Real Estate Company, with General Warranty and Modern English Covenants of Title, all of the following lot or parcel of land, located in the district and county aforesaid:

Beginning at an iron pin set in the southeast right of way line of Virginia Secondary Route 942, said point being the northeast corner of the property of Edward Wayne Blankenship et ux. and corner to the property of John R. Saunders, thence with the John R. Saunders property S. 37° 36' 55" E. 1843.43 feet to an iron pin, corner to property of Laymond Blankenship et ux.; thence with the Laymond Blankenship property S. 53° 51' W. 50.33 feet to an iron pin; thence leaving the Laymond Blankenship property and with a new line through the property of Edward Wayne Blankenship et ux. N. 37° 36' 55" W. 1830.21 feet to an iron pin set in the southeast right of way line of Virginia Secondary Route 942 (passing iron pins at 204.73 feet, 401.03 feet, 602.63 feet, 781.08 feet, 983.57 feet, 1186.50 feet, 1414.07 feet, and 1575.12 feet); thence with Route 942 N. 39° 02' 45" E. 51.71 feet to an iron pin, the point of BEGINNING, containing 2.122 acres, more or less, and being shown on the above-described plat of survey made by Dudley & Zeh, C.L.S.; and

Being a part of the property conveyed to Edward Wayne Blankenship and Linda Faye Ousley Blankenship, husband and wife, by Layman Blankenship et ux. by deed dated April 1, 1974, recorded in the aforesaid Clerk's office in Deed Book 296, page 361.

The foregoing property is bounded on the southeast by the parcel hereinabove conveyed by the parties of the first part to Franklin Real Estate Company.

TOGETHER WITH the right and easement to construct, improve and maintain on the remaining property of the parties of the second part adjoining that hereby conveyed (1) any drainage ditches or other drainage facilities that may be necessary for proper and adequate drainage of any road constructed by the party of the fourth part or its successors in title on the property hereby conveyed and (2) any cut and/or fill slopes as may be required for proper construction and maintenance of such road (said cut and/or fill slope easement to terminate when the parties of the second part or their successors in title grade their adjoining property so that there is no longer a need for such slopes). The specific locations of said easements shall be fixed by construction of the said drainage facilities and slopes in connection with construction of such road.

RESERVING, HOWEVER, unto the parties of the second part a temporary easement to enter upon the property conveyed and remove therefrom all standing and fallen timber, which easement shall TERMINATE automatically on January 1, 1987.

III

The parties of the third part, James Laymond Blankenship and Donna Dorland Blankenship, husband and wife, do hereby GRANT and CONVEY unto the party of the fourth part, Franklin Real Estate Company, with General Warranty and Modern English Covenants of Title, all of the following lot or parcel of land, located in the district and county aforesaid:

Beginning at an iron pin, being the northeast corner of the property of James Laymond Blankenship et ux. and the southeast corner of property of Laymond Blankenship et ux., and the common corner of both with property of John R. Saunders, and said iron pin also lying S. 37° 36' 55" E. 1843.43 feet and S. 34° 40' 25" E. 1238.46 feet from an iron pin in the southeast right of way line of Virginia Secondary Route 942, thence with the John R. Saunders property S. 35° 37' 12" E. 577.47 feet to a white oak stump, corner to the property of Franklin Real Estate Company; thence with the Franklin Real Estate Company property S. 35° 49' 20" W. 52.11 feet to an iron pin; thence leaving the Franklin Real Estate Company property and with new lines through the property of James Laymond Blankenship et ux. N. 37° 50' W. 15.61 feet to an iron pin, and N. 35° 39' 05" W. 578.85 (passing iron pins at 217.53 feet and 422.02 feet) to an iron pin set in the line of property of Laymond Blankenship et ux.; thence with the Laymond

Blankenship property N. 54° 49' 40" E. 50.32 feet to an iron pin, the point of BEGINNING, containing 0.675 acre, more or less, and being shown on the above-described plat of survey made by Dudley & Zeh, C.L.S.; and

Being a part of the property conveyed to James Laymond Blankenship and Vickie S. Blankenship, husband and wife, by Layman Blankenship et ux. by deed dated July 17, 1981, recorded in the aforesaid Clerk's Office in Deed Book 364, page 708, the said Vicki S. Blankenship having conveyed her interest in said property, following her divorce from James Laymond Blankenship, to James Laymond Blankenship and Donna Dorland Blankenship, husband and wife, by deed dated November 20, 1985, recorded in the aforesaid Clerk's Office in Deed Book 392, page 848.

The foregoing property is bounded on the northwest by the parcel hereinabove conveyed by the parties of the first part to Franklin Real Estate Company.

TOGETHER WITH the right and easement to construct, improve and maintain on the remaining property of the parties of the third part adjoining that hereby conveyed (1) any drainage ditches or other drainage facilities that may be necessary for proper and adequate drainage of any road constructed by the party of the fourth part or its successors in title on the property hereby conveyed and (2) any cut and/or fill slopes as may be required for proper construction and maintenance of such road (said cut and/or fill slope easement to terminate when the parties of the third part or their successors in title grade their adjoining property so that there is no longer a need for such slopes). The specific locations of said easements shall be fixed by construction of the said drainage facilities and slopes in connection with construction of such road.

RESERVING, HOWEVER, unto the parties of the third part a temporary easement to enter upon the property conveyed and remove therefrom all standing and fallen timber, which easement shall TERMINATE automatically on January 1, 1987.

Each of the above three conveyances is, however, made subject to all easements, restrictions and reservations of record affecting the three parcels conveyed.

IV

The party of the fourth part, Franklin Real Estate Company,

does hereby GRANT and CONVEY unto the parties of the first part, Laymond Blankenship and Rachel Meeks Blankenship, husband and wife, as tenants by the entirety with the right of survivorship as at common law and as recognized by Section 55-21 of the Code of Virginia of 1950, as amended, and the parties of the second part, Edward Wayne Blankenship and Linda Faye Ousley Blankenship, husband and wife, as tenants by the entirety with the right of survivorship as at common law and as recognized by Section 55-21 of the Code of Virginia of 1950, as amended, with General Warranty and Modern English Covenants of Title, subject, however, to all the exceptions, reservations, provisions, covenants, conditions and encumbrances hereinafter set forth, all of the following lot or parcel of land, located in the Gills Creek Magisterial District of Franklin County, Virginia:

BEGINNING at a railroad spike located in the centerline of Virginia Route 616; thence, leaving said point of BEGINNING and running with the boundary line common to the hereindescribed tract of land and lands of Bobby Snyder N. 63° 56' E. passing an iron pin at a distance of 30.77 feet and running in all a total distance of 338.81 feet to an iron pin; thence, running partly with the boundary line common to the said hereindescribed tract of land and said lands of Bobby Snyder and running partly with the said common boundary line and lands of Layman Blankenship N. 83° 25' E. 587.71 feet to an iron pin set near stone; thence, running with the boundary line common to the said hereindescribed tract of land and said lands of Layman Blankenship the following six (6) courses and distances:

N. 41° 35' E.	647.35 feet to an iron pin set at corner in field;
N. 29° 47' W.	205.24 feet to an iron pin set at cedar;
N. 04° 58' W.	301.91 feet to an iron pin set in branch;
N. 34° 13' 50" E.	138.36 feet to centerline of dry branch;
N. 11° 17' 45" E.	86.88 feet to a point; and
N. 60° 43' 30" E.	41.06 feet to a contour, the elevation of which is 800 feet, which contour is located in the centerline of branch;

thence, leaving said centerline of branch and running with said contour, the following fifteen (15) courses and distances:

S. 85° 54' 15" E.	98.11 feet to a point;
S. 72° 55' E.	97.24 feet to a point on south side of branch;
S. 27° 09' E.	64.94 feet to a point;
S. 34° 37' 10" E.	122.73 feet to a tack in gum root;
S. 78° 19' 40" E.	138.96 feet to a tack in spanish oak root;

N. 68° 48' E.	35.47 feet to a point;
S. 39° 24' 20" E.	184.25 feet to a point;
S. 22° 05' 15" E.	109.55 feet to a 60d nail;
S. 30° 51' 50" W.	50.36 feet to an iron pipe at 800';
S. 43° 14' 30" W.	190.02 feet to a point;
S. 82° 20' 10" W.	25.81 feet to a point;
S. 24° 42' 50" W.	64.52 feet to a point;
S. 36° 39' 50" W.	139.44 feet to a point;
S. 40° 00' 50" W.	114.63 feet to a point; and
S. 54° 48' 25" W.	88.57 feet to centerline of branch;

thence, leaving said contour, the elevation of which is 800 feet, and running with the boundary line common to the said herein described tract of land and lands of Aubrey R. Brown the following seven (7) courses and distances:

S. 32° 55' 15" W.	91.77 feet to centerline of branch;
S. 06° 06' E.	38.01 feet to centerline of branch;
S. 33° 07' 10" W.	63.13 feet to centerline of branch;
S. 68° 13' 35" W.	92.34 feet to centerline of branch;
S. 35° 22' W.	118.85 feet to a chisel mark on rock in branch;
N. 10° 27' W.	15.00 feet to an iron pin set in forks of marked cherry; and
S. 56° 02' W.	passing an iron pin found in rock pile at a distance of 682.80 feet, passing an iron pin found at 15" locust tree at a distance of 977.11 feet, and running in all a total distance of 1054.06 feet to a railroad spike located in the said cen- terline of Virginia Route 616;

thence, running with said centerline of Virginia Route 616 the following three (3) courses and distances:

N. 49° 29' W.	170.28 feet to a railroad spike;
N. 42° 09' 50" W.	246.62 feet to a railroad spike; and
N. 35° 57' 20" W.	158.72 feet to the point of BEGINNING,

Containing 22.65 acres, more or less, according to a survey by Dudley & Zeh, Certified Land Surveyors, the plat of said survey being dated July 17, 1981; LESS, however, 0.50 of an acre, more or less, conveyed to the Commonwealth of Virginia as Parcel 001 by that certain deed dated August 12, 1983 of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 373, page 1592, LEAVING a net acreage herein conveyed by this deed of 22.15 acres, more or less.

And being a part of the same real estate acquired by The Franklin Real Estate Company (now Franklin Real Estate Company) from Harold Melvin Turner, et ux., by that certain deed dated September 1, 1960 of record in the aforesaid Clerk's Office in Deed Book 179, page 232; and being a part of the same real estate acquired by Franklin Real Estate Company from Johnnie A. Brown and Nellie Perdue Brown by that certain deed of exchange

dated February 8, 1968 of record in the aforesaid Clerk's Office in Deed Book 244, page 462.

TOGETHER WITH the right and easement to use so much of that portion of the land acquired by The Franklin Real Estate Company (now Franklin Real Estate Company) from Harold Melvin Turner et ux. by the above-referenced deed which is adjacent to the land hereby conveyed and below the said contour line, the elevation of which is 800 feet, as is necessary for the following purposes:

(1) To cross said land to reach the impounded waters of Smith Mountain Lake for recreational purposes and for obtaining water for domestic uses and for watering livestock;

(2) To erect, extend and maintain necessary fences across said land and into the said impounded waters for a sufficient distance to prevent livestock from wading around said fences; and

(3) To construct and maintain thereon and use boat docking and mooring structures and facilities.

Appalachian Power Company joins in this deed to consent to the construction, maintenance and use by the parties of the first and second part, their successors and assigns, of boat docking and mooring structures and facilities on the aforesaid lands and does hereby RELEASE and QUITCLAIM unto the parties of the first and second part Appalachian's rights to cut, burn and/or remove any and all boat docking and mooring structures and facilities which may now or hereafter be located on the aforesaid lands below the contour, the elevation of which is 800 feet, as were granted to Appalachian by that certain Flowage Right and Easement Deed dated August 31, 1960, recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 179, page 227.

By acceptance of this deed and use of the lands and rights conveyed herein, the Parties of the first and second part, their successors and assigns, agree to indemnify and save harmless Franklin and Appalachian from any and all claims for damage or loss or expense to persons or property resulting from use of said land lying below the contour, the elevation of which is 800 feet.

The rights set forth in (1), (2) and (3) above shall be easements appurtenant to the land hereby conveyed and shall be subject to the exceptions, reservations, covenants and conditions hereinafter set forth and also subject, as Appalachian's consent above granted is subject, to all of the terms and conditions of that certain license issued by the Federal Power Commission to Appalachian under date of April 25, 1960, and any amendments thereof or supplements thereto, authorizing the construction, operation and maintenance of Appalachian's hydro electric development known as the Smith Mountain Combination Project.

The 800-foot elevation herein mentioned has been and hereafter shall be determined in accordance with the system of elevations used locally by the United States Geological Survey.

This conveyance is hereby made SUBJECT to the following:

1. All rights, interests, easements and privileges acquired by Appalachian Power Company in that certain Flowage Right and Easement Deed from Harold Melvin Turner, et ux., dated August 31, 1960 and of record in the aforementioned Clerk's Office in Deed Book 179 at Page 227, except as hereinabove specifically released by Appalachian.
2. All public roads or highways which may be located through and across the lands hereby conveyed, public utility easements, and zoning ordinances and to all exceptions, reservations, covenants and conditions of record, if any, now in force or effect, and to such state of facts as an examination of the premises and/or an accurate survey would disclose.

It is distinctly understood that the parties of the first and second part herein accept this conveyance with full knowledge and understanding with respect to Appalachian Power Company's impoundment of the waters of Roanoke River and its tributaries and the parties of the first and second part herein covenant and agree that they will comply with the covenants and agreements made with Appalachian Power Company under the aforesaid Flowage Right and Easement Deed dated August 31, 1960.

It is the intention of Franklin Real Estate Company that there shall not pass to the parties of the first and second part under this deed any right to use, as an appurtenance to the property hereby conveyed, the forty (40)-foot right of way conveyed

to The Franklin Real Estate Company by Harold Melvin Turner et ux. in the above-described deed dated September 1, 1960, recorded in the aforesaid Clerk's Office in Deed Book 179, page 232, as the parties of the first and second part have other and adequate access to the property hereby conveyed.

WITNESS the following signatures and seals as of the day and year first above written, Franklin Real Estate Company and Appalachian Power Company signing by their duly-authorized officer:

Raymond Blankenship (SEAL)
Raymond Blankenship

Rachel Meeks Blankenship (SEAL)
Rachel Meeks Blankenship

Edward Wayne Blankenship (SEAL)
Edward Wayne Blankenship

Linda Faye Ousley Blankenship (SEAL)
Linda Faye Ousley Blankenship

James Raymond Blankenship (SEAL)
James Raymond Blankenship

Donna Dorland Blankenship (SEAL)
Donna Dorland Blankenship

FRANKLIN REAL ESTATE COMPANY

By John W. Vaughn (SEAL) *JWP*
Its Vice President (Pw)

APPALACHIAN POWER COMPANY

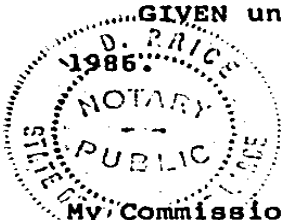
By John W. Vaughn (SEAL) *JWP*
Its President (Pw)

STATE OF VIRGINIA)
)
COUNTY OF FRANKLIN)

To-wit:

I, L.D. Price, a Notary Public in and for the State of Virginia, ~~city/country of~~ at Large, hereby certify that Laymond Blankenship and Rachel Meeks Blankenship, husband and wife, whose names are signed to the foregoing deed, have appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14th day of June,



L.D. Price
Notary Public

My Commission Expires:

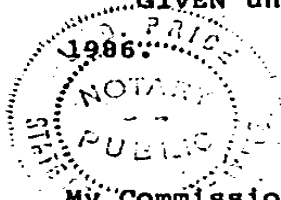
February 13, 1989.

STATE OF VIRGINIA)
)
COUNTY OF FRANKLIN)

To-wit:

I, L.D. Price, a Notary Public in and for the State of Virginia, ~~city/country of~~ at Large, hereby certify that Edward Wayne Blankenship and Linda Faye Ousley Blankenship, husband and wife, whose names are signed to the foregoing deed, have appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 14th day of June,



L.D. Price
Notary Public

My Commission Expires:

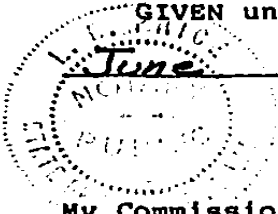
February 13, 1989.

STATE OF VIRGINIA)
COUNTY OF ROANOKE)

To-wit:

I, L.D. Price, a Notary Public in and for the State of Virginia, ~~City/County of~~ at Large, hereby certify that James Laymond Blankenship and Donna Dorland Blankenship, husband and wife, whose names are signed to the foregoing deed, have appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 16th day of June, 1986.



L.D. Price
Notary Public

My Commission Expires:

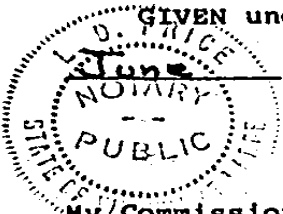
February 13, 1989.

STATE OF VIRGINIA)
CITY OF ROANOKE)

To-wit:

I, L.D. Price, a Notary Public in and for the State of Virginia, ~~City/County of~~ at Large, hereby certify that John W. Vaughan, Vice President of Franklin Real Estate Company, whose name is signed to the foregoing deed, has appeared before me and acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 23rd day of June, 1986.



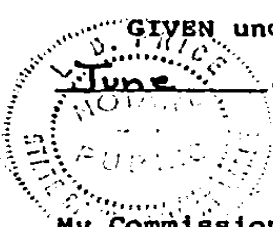
L.D. Price
Notary Public

My Commission Expires:

February 13, 1989.

STATE OF VIRGINIA)
) To-wit:
CITY OF ROANOKE)

I, L.D. Price, a Notary Public in and for the State of Virginia, ~~city/country of~~ at large, hereby certify that John W. Vaughan, President of Appalachian Power Company, whose name is signed to the foregoing deed, has appeared before me and acknowledged the same in my jurisdiction aforesaid.

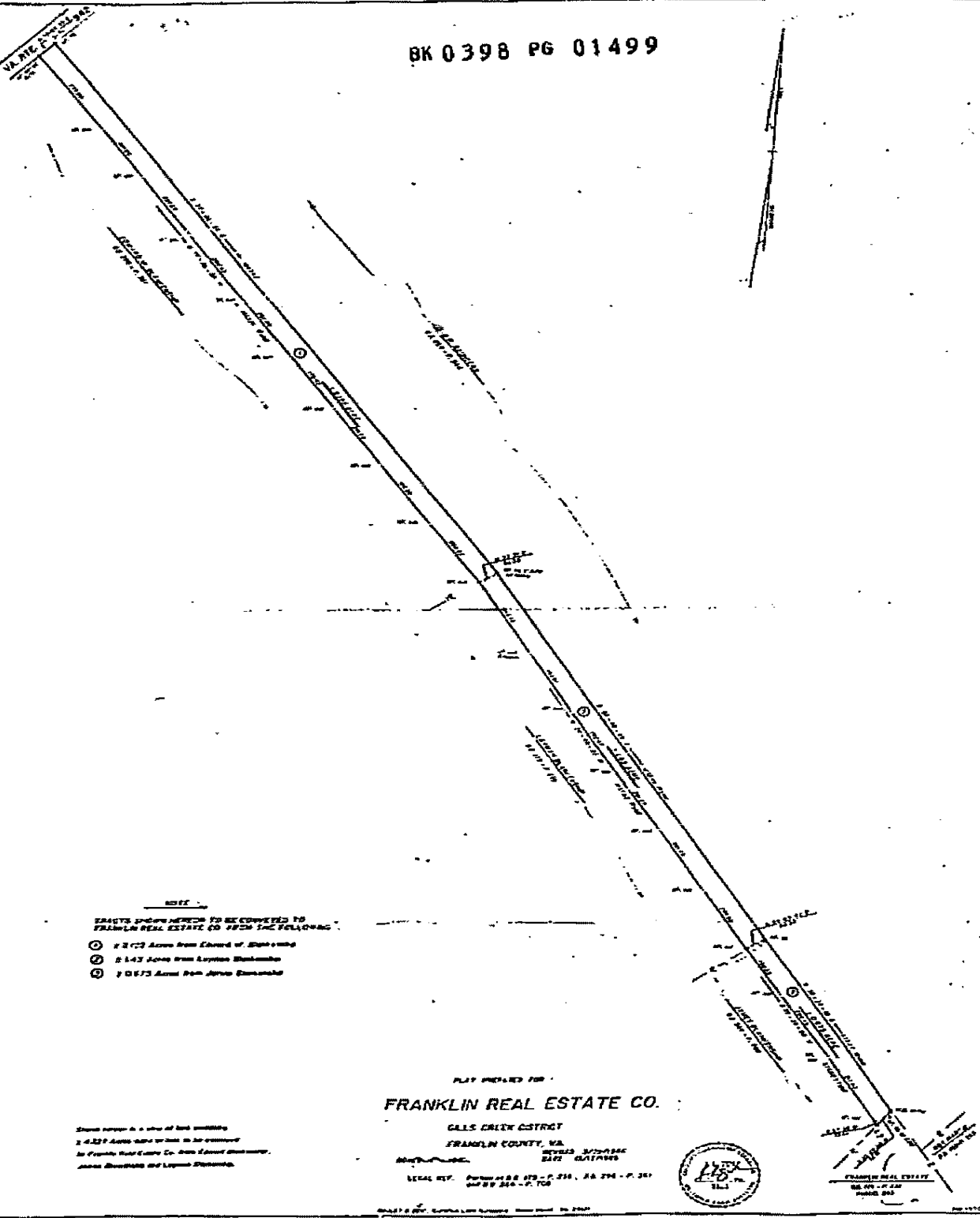


GIVEN under my hand and seal this 23rd day of June, 1986.

L.D. Price
Notary Public

My Commission Expires:

February 13, 1989.



NOTE:
 TRACTS SHOWN HEREON TO BE CONVEYED TO
 FRANKLIN REAL ESTATE CO. FROM THE FOLLOWING:

- ① 2.172 Acres from Edward W. Shapenham
- ② 2.147 Acres from Layton Shapenham
- ③ 2.0573 Acres from James Shapenham

Shown herein to a view of 100 feet
 2.4224 Acres more or less to be conveyed
 to Franklin Real Estate Co. from Edward Shapenham,
 James Shapenham and Layton Shapenham.

PLAN PREPARED FOR:
FRANKLIN REAL ESTATE CO.

GALS CREEK DISTRICT

FRANKLIN COUNTY, VA.

REVISED 3/17/1946
 DATE 04/17/1946

LEGAL REF. PARTIAL DEED 678 - P. 216, AA 274 - P. 251
 AND 89 216 - P. 706



FRANKLIN REAL ESTATE
 88 W. J. STAN
 HARRIS, VA.

ST. TAX 58.1-801 (039)	\$ <u>183.00</u>
LOCAL TAX (213)	\$ <u>61.00</u>
TRANSFER FEE (212)	\$ <u>2.00</u>
CLERK'S FEE (301)	\$ <u>19.00</u>
PLATS (301)	\$ <u>2.00</u>
ST. TAX 58.1-802 (038)	\$ _____
LOCAL 58.1-802 (220)	\$ _____
LOCAL 58.1-802 (223)	\$ _____
TOTAL:	\$ <u>267.00</u>

In the Clerk's Office of the Circuit Court of Franklin County, Va., this 11 day of JULY, 1986, this instrument was presented with the certificate of acknowledgement annexed & admitted to record at 9:12 A.M. The tax imposed under Sec. 58.1-802 has been paid.
Teste: Wm. J. Walker, Clerk.

THIS EASEMENT DEED is made this 22nd day of September, 1986, by and between ROY E. MARTIN and ELLEN D. MARTIN, husband and wife ("the Martins"), and FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation ("Franklin");

WITNESSETH THAT:

In consideration of the easement hereinafter conveyed to the Martins by Franklin, the Martins do hereby GRANT and CONVEY unto Franklin Real Estate Company, with General Warranty and Modern English Covenants of Title, a nonexclusive roadway easement fifty (50) feet in width on, over, across and through those two (2) certain parcels of land in the Gills Creek Magisterial District of Franklin County, Virginia, acquired by Roy E. Martin by deeds recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 160, page 255, and in Deed Book 161, page 328. The centerline of said roadway easement shall be generally as follows:

Beginning at a point on the common boundary line between the property of Franklin Real Estate Company (being the residue of that certain tract of 45.30 acres acquired by Franklin from Howard Melvin Turner by deed recorded in the aforesaid Clerk's Office in Deed Book 179, page 232) and the Martins, said point being twenty-six (26) feet southeast of the centerline of the existing Appalachian Power Company pole line which runs parallel to the property line between the Martins and John Reuben Saunders (Deed Book 264, page 544); thence running parallel with and twenty-six feet from said pole line for a distance of 1846.11 feet, more or less, to a point opposite the southeast corner of the Saunders property; thence leaving said pole line and running with a gentle curve to the right to a point on the boundary between the Martins and the tract acquired by Franklin Real Estate Company by deed recorded in the aforesaid Clerk's Office in Deed Book 235, page 184, at which point an existing roadway enters the Franklin property.

The precise location of the roadway easement shall be in accordance with the design requirements of the Virginia Department of Highways and Transportation for acceptance into the Secondary System of Highways, with such minor changes from the course set out above as shall be necessary to meet those require-

04722 SEP 26 10:44

INST. NO. / FOR YEAR 1986

Handwritten initials

ments. Franklin and the Martins (or their successors) shall share equally the cost of any survey necessary to establish the precise location of the easement.

The Martins also hereby grant and convey to Franklin easements over such additional land adjacent to the roadway easement area described above as shall be reasonably necessary for the construction of cut and fill slopes and drainage ditches and other drainage facilities in connection with the construction of a roadway in the easement area.

The easement hereby granted shall be appurtenant to, and for the benefit of, those three (3) certain tracts of land owned by Franklin and located east of the property across which the easement passes. The three (3) tracts of land owned by Franklin were acquired from Appalachian Power Company by deed dated September 9, 1966, recorded in Deed Book 235, page 184, in the Clerk's Office of the Circuit Court of Franklin County, Virginia, being referred to as Parcels 340, 341 and 370 in that deed.

AND in consideration of the foregoing conveyance by the Martins to it, Franklin does hereby GRANT and CONVEY to Roy E. Martin and Ellen D. Martin, husband and wife, as tenants by the entirety with the right of survivorship as at common law and as provided for under the laws and statutes of Virginia, with General Warranty and Modern English Covenants of Title, a nonexclusive roadway easement on, over and across the following parcel of land, situate in the Gills Creek Magisterial District of Franklin County, Virginia:

Beginning at an iron pin set in the southeast right of way line of Virginia Secondary Route 942, the common corner between Franklin Real Estate Company and John Reuben Saunders, thence with the Saunders property S. 37° 36' 55" E. 1843.43 feet to an iron pin; thence still with Saunders S. 34° 40' 25" E. 1238.46 feet to an iron pin; thence still with Saunders S. 35° 37' 12" E. 577.47 feet to a white oak stump; thence partly with the Saunders property and partly with the property of the Martins S. 37° 50' E. 217.28 feet to a point on the line of the Martins; thence leaving the Martin property and with two (2) new lines through the property of Franklin Real Estate Company (being a portion of the property acquired by Franklin from Harold Melvin Turner by deed recorded in the Clerk's Office of the Circuit Court of Franklin County

in Deed Book 179, page 232), S. 35° 49' 20" W. 52.11 feet to a point and N. 37° 50' W. 217.28 feet to an iron pin, the common corner between Franklin Real Estate Company and James Laymond Blankenship et ux.; thence with James Blankenship N. 37° 50' W. 15.61 feet to an iron pin and N. 35° 39' 05" W. 578.85 feet (passing iron pins at 217.53 feet and 422.02 feet) to an iron pin, corner to Laymond Blankenship et ux.; thence with Laymond Blankenship N. 34° 40' 25" W. 1237.60 feet (passing iron pins at 200 feet, 401.48 feet, 603.15 feet, 802.12 feet and 995.13 feet) to an iron pin, corner to Edward Wayne Blankenship et ux.; thence with Edward Blankenship N. 37° 36' 55" W. 1830.21 feet (passing iron pins at 204.73 feet, 401.03 feet, 602.63 feet, 781.08 feet, 983.57 feet, 1186.50 feet, 1414.07 feet and 1575.12 feet) to an iron pin set in the southeast right of way line of Virginia Secondary Route 942; thence with Route 942 N. 39° 02' 45" E. 51.71 feet to an iron pin, the point of Beginning.

TOGETHER with the right to use easements for cut and fill slopes and drainage ditches and other facilities over the adjoining land, which were acquired by Franklin Real Estate Company by Deed of Exchange from Laymond Blankenship et al. dated May 12, 1986, and recorded in the Clerk's office of the Circuit Court of Franklin County, Virginia in Deed Book 398, page 1486.

In addition to the easements described in the foregoing paragraph, Franklin also hereby grants and conveys to Roy E. Martin and Ellen D. Martin, husband and wife, as tenants by the entirety with the right of survivorship as at common law and as provided for under the laws and statutes of Virginia, easements over such additional land adjacent to the portion of the land described above that was acquired by Franklin from Harold Melvin Turner by deed recorded in Deed Book 179, page 232, as shall be reasonably necessary for the construction of cut and fill slopes and drainage ditches and other drainage facilities in connection with the construction of a roadway in the easement area on that property.

The precise location of the portion of the roadway easement passing through the property acquired by Franklin from Harold Melvin Turner (Deed Book 179, page 232) shall be in accordance with the design requirements of the Virginia Department of Highways and Transportation for acceptance into the Secondary System of Highways of any road constructed in the easement area,

so as to connect and form one continuous roadway with any road constructed on the easement granted by the Martins to Franklin above. Franklin and the Martins (or their successors) shall share equally the cost of any survey necessary to establish the precise location of the easement in this area.

The easement hereby granted shall be appurtenant to, and for the benefit of, those two (2) certain tracts of land owned by the Martins acquired by deeds recorded in the Clerk's Office of the Circuit Court of Franklin County in Deed Book 160, page 255, and in Deed Book 161, page 328.

IN CONNECTION WITH the easement grants hereinabove made by each to the other, the parties do hereby further agree as follows:

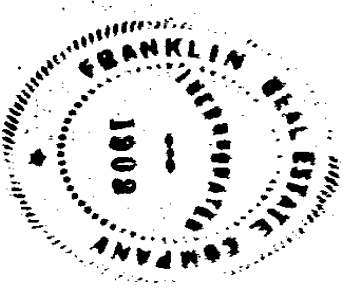
(a) Either party (or any successor of either) may construct a road on either or both of the easement areas described above, but neither shall be required to do so. In the event one party (or any successor) does so construct a road, neither the other party nor any successor of any party shall be required to contribute to the cost of constructing said road.

(b) Each party hereby agrees and binds itself and themselves and its and their heirs, successors and assigns to dedicate and convey to the Commonwealth of Virginia, in fee simple, the property encompassed by the easements hereby conveyed, for use as a public highway, as and when they may be requested to do so by the Commonwealth or by any party hereto or any of its or their heirs, successors or assigns. It is the express intention of the parties hereto that this obligation shall be a covenant running with the title to all of the land over which easements have been conveyed hereby and that subsequent owners of any portion thereof shall be bound to so dedicate and convey to the Commonwealth on request.

WITNESS the following signatures and seals as of the day and year first above written, Franklin Real Estate Company signing by its duly-authorized officer:

Roy E. Martin (SEAL)
Roy E. Martin

Ellen D. Martin (SEAL)
Ellen D. Martin

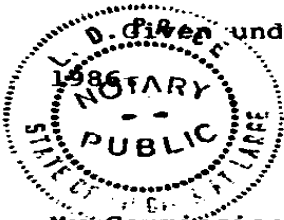


FRANKLIN REAL ESTATE COMPANY

By John W. Vaughan (SEAL) J.P.
Its Vice President

STATE OF VIRGINIA)
COUNTY OF ROANOKE) To-wit:

I, L. D. Price, a Notary Public in and for the State of Virginia, hereby certify that Roy E. Martin and Ellen D. Martin, whose names are signed to the foregoing instrument, have appeared before me and acknowledged the same in my jurisdiction aforesaid.



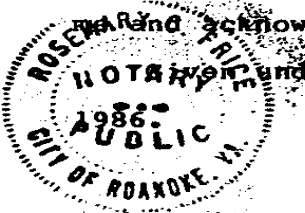
under my hand and seal this 22nd day of September,

L. D. Price
Notary Public

My Commission Expires:
February 13, 1989

STATE OF Virginia)
City of Roanoke) To-wit:

I, Rosemary C. Price, a Notary Public in and for the State of Virginia, hereby certify that John W. Vaughan, Vice President of Franklin Real Estate Company, whose name is signed to the foregoing instrument, has appeared before me and acknowledged the same in my jurisdiction aforesaid.



under my hand and seal this 22nd day of September,

Rosemary C. Price
Notary Public

My Commission Expires:
March 20, 1987

ST. TAX 58.1-801 (039)	\$ <u>.15</u>
LOCAL TAX (213)	\$ <u>.05</u>
TRANSFER FEE (212)	\$ _____
CLERK'S FEE (301)	\$ <u>11.00</u>
PLATS (301)	\$ _____
ST. TAX 58.1-802 (038)	\$ _____
LOCAL 58.1-802 (220)	\$ _____
LOCAL 58.1-802 (223)	\$ _____
TOTAL:	\$ <u>11.20</u>

In the Clerk's Office of the Circuit Court of Franklin County, Va., this 26 day of September, 19 76, this instrument was presented with the certificate of acknowledgment annexed & admitted to record at 10:44 AM. The tax imposed under Sec. 58.1-802 has been paid.
Tester: Wm. J. Walker, Jr. Clerk.

Eas. No. 49 R/W Map No. 3780-501 C
W.O. No. 750-0011 Job No. 88-9362 Prop. No. 3
Line Winding Waters Tap Improvement

THIS AGREEMENT, made this 30th day of November, 1988,
by and between FRANKLIN REAL ESTATE COMPANY, a corporation organized and
existing under the laws of the State of Pennsylvania, herein called "Grantor",
and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called
"Appalachian",

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in
hand paid to Grantor by Appalachian, the receipt whereof is hereby
acknowledged, Grantor hereby grants, conveys and warrants to Appalachian, its
successors, assigns, lessees and tenants, a right of way and easement for an
electric power line or lines, and communication lines, in, on, along, through,
over, and across the following described lands of the Grantor situated in
Gills Creek District, County of Franklin, State of Virginia, and bounded:

On the North by the lands of R. E. Martin,
On the East by the waters of Smith Mountain Lake,
On the South by the waters of Smith Mountain Lake,
On the West by the lands of James Blankenship,

This line extends in a northeasterly direction from Appalachian's new pole
numbered 501-403 to and including existing pole numbered 501-144.

BEING a right of way easement over the same land conveyed to Franklin
Real Estate Company by Harold Melvin Turner, Et Ux., by deed dated September 1,
1960, recorded in the Franklin County Clerk's Office in Deed Book 179, page
232.

TOGETHER with the right, privilege and authority to Appalachian, its
successors, assigns, lessees and tenants, to construct, erect, install, place,
operate, maintain, inspect, renew, remove, add to the number of, and relocate
at will, poles, with wires, cables, crossarms, guys, anchors, grounding
systems and all other appurtenant equipment and fixtures, (hereinafter called
"Appalachian's Facilities"), and string wires and cables, adding thereto from
time to time, across, through, or over the above referred to premises; the
right to cut down, trim, and/or otherwise control, and at Appalachian's
option, remove from said premises, any trees, overhanging branches, buildings
or other obstructions which may endanger the safety of, or interfere with the
use of, Appalachian's Facilities; and the right of ingress and egress to and

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INST. NO. / FOR YEAR 1988

over said above referred to premises, and any of the adjoining lands of the Grantor at any and all times, for the purpose of exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns, lessees and tenants.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

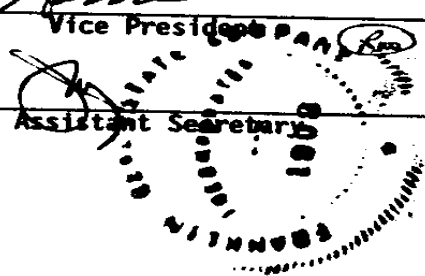
Declaration of Consideration: The right of way easement herein granted is not subject to the excise tax for the reason that it is a transfer without consideration between a principal and a straw party.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

FRANKLIN REAL ESTATE COMPANY

By [Signature]
Vice President

ATTEST: [Signature]
Assistant Secretary

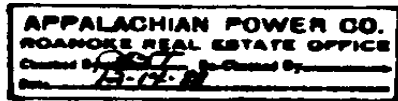
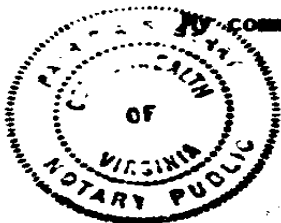


STATE OF VIRGINIA)
CITY OF ROANOKE) To-wit:

The foregoing instrument was acknowledged before me this 2nd day of December, 19 88, by C. A. Simmons, Vice President of Franklin Real Estate Company, a Pennsylvania corporation, on behalf of the corporation.

My commission expires April 17, 1989.

Patricia L. Berry
Notary Public



ST. TAX 58.1-801 (039)	\$ <u>.15</u>
LOCAL TAX (219)	\$ <u>.05</u>
TRANSFER FEE (212)	\$ _____
CLERK'S FEE (301)	\$ <u>10.00</u>
PLATS (301)	\$ _____
ST. TAX 58.1-802 (038)	\$ _____
LOCAL 58.1-802 (220)	\$ _____
LOCAL 58.1-802 (223)	\$ _____
TOTAL:	\$ <u>10.20</u>

In the Clerk's Office of the Circuit Court of Franklin County, Va., this 21 day of December, 1988, this instrument was presented with the certificate of acknowledgement annexed & admitted to record at 12:05 P.M. The tax imposed under Sec. 58.1-802 has been paid.

Teste: W. J. Walker, Jr., Clerk.

Omniform
GRW 256 - UG - VA - CORP

The Franklin Real Estate Company Eas No. VA061119164 R/W Map No. 3780 501 C
W.O. No. W001400001 Job No. 04-2222835 Prop. No. 1
Line Emerald Bay subdivision

THIS AGREEMENT, made this 30th day of November, 20 06,
by and between THE FRANKLIN REAL ESTATE COMPANY,
a corporation organized and existing under the laws of the State of Pennsylvania, herein called
"Grantor", and APPALACHIAN POWER COMPANY, a Virginia corporation, herein called "Appalachian",
WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00), cash in hand paid to Grantor by
Appalachian, the receipt whereof is hereby acknowledged, Grantor hereby grants, conveys, and warrants to
Appalachian, its successors, assigns, lessees and tenants, a right of way and easement for an electric power line
or lines, and communication lines, in, on, along, through, across or under the following described lands of the
Grantor situated in Gills Creek District, County of Franklin, State of Virginia, and
bounded:

Being a right of way and easement over the same land conveyed to The Franklin Real Estate Company by Harold
Melvin Turner, Et Ux., by deed dated September 1, 1960, of record in the Circuit Court Clerk's Office of Franklin
County, Virginia in Deed Book 179, Page 232; and further described as The Franklin Real Estate Company,
Parcel No. 343.

Said right of way and easement more fully shown on Appalachian's Drawing No. V-1757, dated 11/28/06, entitled
"PROPOSED RIGHT OF WAY ON THE PROPERTY OF FRANKLIN REAL ESTATE COMPANY PARCEL No.
343", attached hereto and made a part hereof.

TOGETHER with the right, privilege and authority to Appalachian, its successors, assigns, lessees
and tenants, to construct, erect, install, place, operate, maintain, inspect, repair, renew, remove, add to the
number of, and relocate at will, underground conduits, ducts, vaults, cables, wires, transformers, pedestals, risers,
pads, fixtures, and appurtenances (hereinafter called "Appalachian's Facilities"), in, on, along, through, across
and under the above referred to premises; the right to disturb the surface of said premises and to excavate
thereon, and to cut down, trim, clear, and/or otherwise control, and at Appalachian's option, remove from said
premises, brush, undergrowth, trees, tree roots, shrubs, buildings or other obstructions which may endanger the
safety of, or interfere with the use of, Appalachian's Facilities; and the right of ingress and egress to and over said
above referred to premises, and any of the adjoining lands of the Grantors at any and all times, for the purpose of
exercising and enjoying the rights herein granted, and for doing anything necessary or useful or convenient in
connection therewith.

It is understood and agreed between the parties hereto, that the Grantor reserves the right to use said
lands in any way not inconsistent with the rights herein granted.

TO HAVE AND TO HOLD the same unto Appalachian Power Company, its successors, assigns,
lessees and tenants.

THIS INSTRUMENT PREPARED BY APPALACHIAN POWER COMPANY, P O BOX 2021, ROANOKE, VIRGINIA, 24022

07 JAN 18 PM 3:32

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It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereto affixed the day and year first above written.

The Franklin Real Estate Company

By: *R.A. Strawser*
R. A. STRAWSER
MANAGER, REAL ESTATE
ASSET MANAGEMENT
AMERICAN ELECTRIC POWER
SERVICE CORPORATION
AUTHORIZED SIGNER

STATE OF Ohio)
COUNTY OF Franklin) To-wit:

The foregoing instrument was acknowledged before me this 5th day of December, 2006, by Roy A. Strawser, of The Franklin Real Estate Company, a Pennsylvania Corporation, on behalf of the Corporation.

Joyce H. Leachman
Notary Public / Commissioner

My Commission expires:

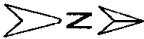
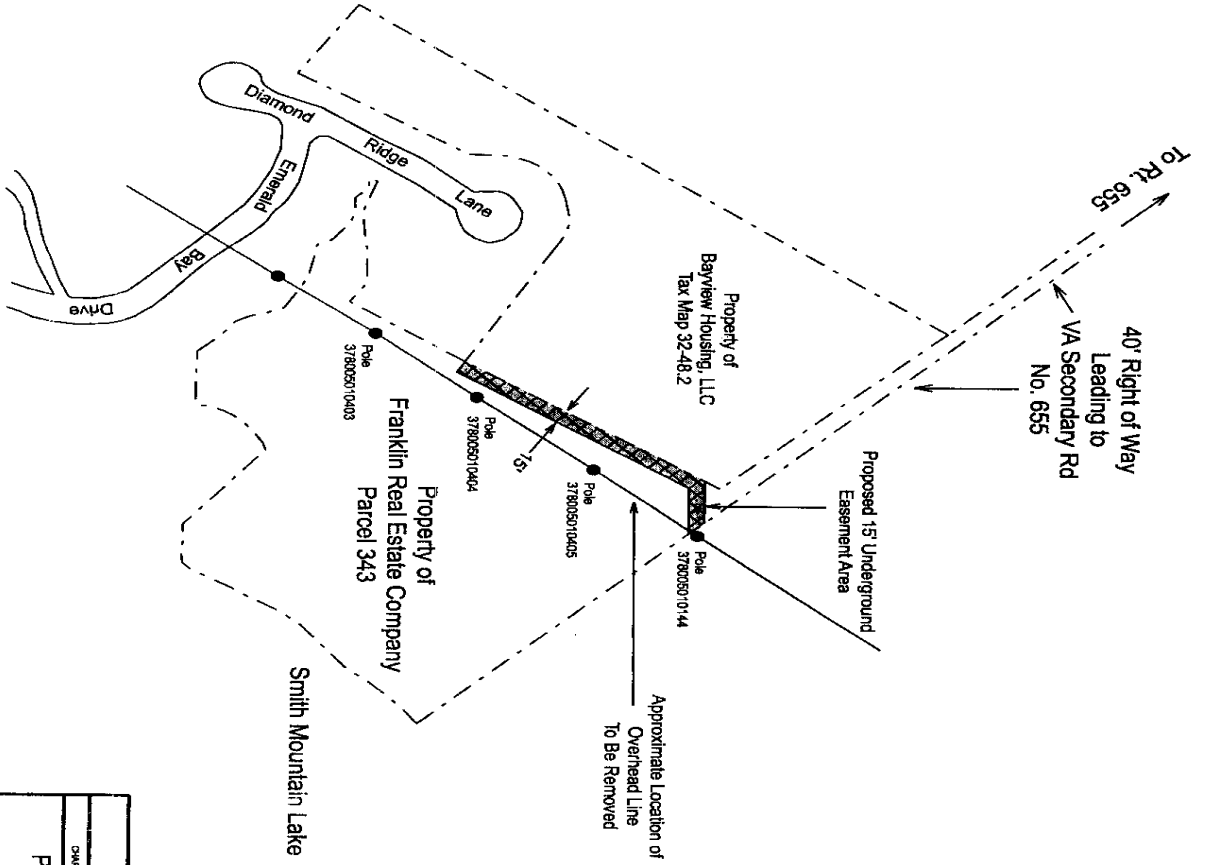
8/1/2010

APPALACHIAN POWER CO.
Checked By flm Date 12/28/06




JOYCE H. LEACHMAN
Notary Public
in and for the State of Ohio
My Commission Expires
August 1, 2010

Franklin County, Virginia
 T.S. 659000
 Map Section 37800501C



APPALACHIAN POWER COMPANY	
CHARLESTON REGIONAL OFFICE DISTRICT: FRANKLIN COUNTY, VIRGINIA	
PROPOSED RIGHT OF WAY ON THE PROPERTY OF FRANKLIN REAL ESTATE COMPANY	
Parcel No. 343	
DRAWN BY: KJW	DATE: 11/28/06
APP BY: CPH	SCALE: NONE
SHEET 1 OF 1	
DRAWING NO. V-1757	

INSTRUMENT # 070000554
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
Jan 18, 20 07 AT 3:32pm
ALICE S. HALL, CLERK
BY:  (DC)