

FIDELITY NATIONAL TITLE GROUP, INC.

Chicago Title, Commonwealth Land Title and Fidelity National Title Insurance Companies
Virginia Production Division

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

CASE NO: 11399637 CUSTOMER: *Acquisition Title and Settlement Agency, Inc.*

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

Blue Ridge Mountains Council, Incorporated, Boy Scouts of America

(Also indexed under Boy Scouts of America-Blue Ridge Mountain Council)

corp

UNDER THE FOLLOWING DEED(S):

Grantor(s): *Franklin Real Estate Company*

Dated: *05/06/2004* Recorded: *05/12/2004* Deed Book & Pg./Inst. No: *LR2004002727*

& Deed of Exchange and Boundary Line Adjustment

Grantor(s): *Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust*

Dated: *12/26/2007* Recorded: *02/19/2008* Deed Book & Pg./Inst. No: *080000814*

& Deed of Correction

Grantor(s): *Franklin Real Estate Company*

Dated: *12/18/2015* Recorded: *01/04/2016* Deed Book & Pg./Inst. No: *160000007*

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

BRIEF LEGAL DESCRIPTION:

68.097 acres, more or less...Plat Cabinet 2, Slide 13, page 3.

LESS AND EXCEPT 0.122 acres conveyed to Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

TOGETHER WITH 0.122 acres acquired from Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

(Closing Attorney will create a new legal description)

DEEDS OF TRUST:

1. Grantor(s): *Blue Ridge Mountains Council, Incorporated, Boy Scouts of America*
Trustee(s): *Clement & Wheatly, PC*
Dated: *11/13/2020* Deed Book & Pg./Inst. No: *202003966 (Credit Line DOT)*
Recorded: *11/13/2020* Amount: *\$3,970,000.00*
Named Beneficiary: *American National Bank and Trust Company*
Assignments, Subordination Agmts, etc.: *None*

JUDGMENTS:

Dated *01/07/2005* docketed in/as *050000658* rendered in favor of *Brenda Blackburn* against *Douglas Williams et al* (*Clinton reported that he does not know if this is a valid judgment. I don't think it is either, but will include a copy*)

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): *Woltz & Associates, Inc.* **LIENS FOUND:** *None*

UCC/FINANCING STATEMENTS: (X) *None*

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: *Blue Ridge Mountains Council, Inc. – Boy Scouts of America*

Assessed Description: *63.3670 acres*

Tax Map/ID#*075-001-0000-0021* Account #*8172*

Land \$*766,800.00* Improvements \$*1,558,300.00* Total \$*2,325,100.00*

Annual Amt \$(*Exempt*) Taxes Payable on:

Taxes Paid Thru: (*Exempt*) Delinquent Taxes:

Taxes a Lien, Not Yet Due: (*Exempt*)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: None

Property Address (not warranted): *4100 Adventure Base Road*

&

Assessed Owner: *Blue Ridge Mountains Council, Inc. – Boy Scouts of America*

Assessed Description: *4.7300 acres*

Tax Map/ID#*075-001-0000-0019* Account #

Land \$*43,700.00* Improvements \$*206,000.00* Total \$*249,700.00*

Annual Amt \$(*Exempt*) Taxes Payable on:

Taxes Paid Thru: (*Exempt*) Delinquent Taxes:

Taxes a Lien, Not Yet Due: (*Exempt*)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: None

Property Address (not warranted): *6380 Owens Rd*

RESTRICTIONS AND/OR DECLARATIONS:

Terms, conditions, easements and restrictions contained in original out-conveyances from Appalachian Electric Power Company in deeds recorded in Deed Book 156-18; DB 157-241 & DB 158-238

Easements granted by AEPCO Include ingress/egress easements to the public road as well as access to the waters of Claytor Lake.

Easements reserved by AEPCO include:

1. Riparian and/or water rights in and to the New River...
2. Right to use roads now or hereafter constructed;
3. The right and easement to construct, operate, maintain, inspect and remove an electric power line...

Along with other restrictions as set forth in the said deeds.

&

Terms, conditions, easements and restrictions contained in the Deed to Boy Scouts of America – Blue Ridge Mountain Council, dated May 6, 2004 and recorded as Inst. No. LR2004002727.

DEEDED EASEMENTS:

From: *A. J. Owens and Beulah Booth Owens*

To: *Appalachian Electric Power Company*

Location: *Un-located*

Dated: *02/01/1954* Recorded: *03/26/1954* Deed Book & Pg./Inst. No: *159-345*

(Terms, conditions and easements contained in deed,,)

From: *Beulah B. Owens, widow, et als*

To: *Commonwealth of Virginia (St. Rt. 619 improvements)* Location: *Un-located*

Dated: *05/23/1978* Recorded: *09/18/1978* Deed Book & Pg./Inst. No: *335-829*

From: *Beulah M. Owens*

To: *Chesapeake and Potomac Telephone Company of Virginia* Location: *Un-located*

Dated: *02/02/1984* Recorded: *03/20/1984* Deed Book & Pg./Inst. No: *386-794*

(Easement granted to 'Wampler' by deed of Boudary Line Adjustment...)

From: *Boy Scouts of America – Blue Ridge Mountain Council*

To: *Bernard C. Wampler, Trustee...* Location: *PC 2, Slide 79, page 2*

Dated: *12/26/2007* Recorded: *02/19/2008* Deed Book & Pg./Inst. No: *080000814*

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as *PC 2, Slide 13, page 3:*

- 1. property extends to the 1850' contour line of Claytor Lake;*
- 2. soil road, possibly appurtenant to others, crosses the northerly and westerly portions of parcel; and*
- 3. overhead utility lines crossing the westerly portion of parcel.*

SHOWN ON OTHER PLATS OF RECORD as follows:

- 1. Plat recorded as PC 2, Slide 79, page 2 showing: 0/122 acre parcels exchanged with 'Wampler'.*

ACCESS:

() Public street(s) named:

(X) Appurtenant easement created by Deed Book & Pg./Inst. No.: *Originally granted in Deeds recorded in DB 156-18; DB 157-241 & DB 158-238*

(None) Road Maintenance Agreement in Deed Book & Pg./Inst. No.:

OTHER MATTERS:

Riparian rights

Rights of others to the use of appurtenant easements.

Deed Inst. No. 2004002727 also includes access to the new River and Claytor Lake

SEARCH TYPE: () Current Owner () Two Owner

() Standard Residential (X) Commercial

() Other:

BACK TITLE INFO RELIED UPON IS Policy/Case # 11129381 & 5477906

EFFECTIVE DATE: 10/05/2023 @ 8:00 A.M.

SEARCHER;__Eleanor C. Augustine, Staff Examiner_____

THIS REPORT CONSISTS OF __5__ PAGES, excluding document copies, adverse sheets, etc

Part of Tax Map # 75 Parcel 2/4/19

This is a deed of gift which is exempt from all recording taxes pursuant to Virginia Code §58.1-811.D.

This Instrument Prepared by
Kenneth E. McDonough
Assistant General Counsel
American Electric Power
1 Riverside Plaza
Columbus, OH 43215
for Franklin Real Estate Company

SPECIAL WARRANTY DEED

FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation having an office at 40 Franklin Road, SW, Roanoke, Virginia, Grantor (hereafter "Franklin"), hereby DONATES, GRANTS AND CONVEYS, with Covenants of Special Warranty of Title, to the BOY SCOUTS OF AMERICA – BLUE RIDGE MOUNTAIN COUNCIL, having a tax mailing address at 2131 Valley View Boulevard, NW, Roanoke, VA, 24019, Grantee (hereafter "the Boy Scouts"), that certain tract or parcel of land situate on the right (when facing downstream) side of the New River and Claytor Lake, in the Ingles Magisterial District (formerly the Hiawasee Magisterial District), in Pulaski County, Virginia, more particularly described as follows:

BEGINNING at a point on right-of-way VSR 663, common corner to Lucy Wright and Franklin Real Estate Company, thence leaving said VSR 663, along Lucy Wright line, N 00° 45' E, passing iron on line at 8.14 feet, a total distance of 397.14 feet to a concrete monument found, thence along Franklin Real Estate Company and Lucy Wright, N 30° 41' 09" W, 661.31 feet to a square iron rod, thence N 07° 13' 52" W, 520.65 feet to a concrete monument found at a fence corner, thence leaving Lucy Wright property and with a new line through Franklin Real Estate Company property, N 52° 47' 36" E, passing iron pins on line at 308.52 feet, at 1,171.67 feet, at 1,364.38 feet, a total distance of 1,493.78 feet to an iron pin set on contour line 1850 by spring box on Claytor Lake, thence along said 1850 contour line of Claytor Lake the following calls:

S 66° 54' 08" E, 50.37 feet to a point,
S 69° 30' 36" E, 51.66 feet to a point,
S 82° 43' 17" E, 71.92 feet to a point,
S 60° 28' 13" E, 74.91 feet to a point,
S 63° 25' 43" E, 56.78 feet to a point,

1

Doc #228468.v1 Date: 03/05/2004 11:45 AM



LR2004002727
Page: 1 of 7

S 17° 15' 43" E, 26.89 feet to a point,
S 17° 05' 15" W, 22.44 feet to a point,
S 33° 29' 30" W, 25.28 feet to a point,
S 63° 24' 25" E, 49.15 feet to a point,
S 38° 25' 35" E, 51.31 feet to a point,
N 61° 50' 57" E, 75.16 feet to a point,
S 77° 36' 16" E, 24.97 feet to a point,
S 48° 51' 46" E, 31.96 feet to a point,
S 10° 13' 22" E, 23.07 feet to a point,
S 75° 17' 42" E, 63.10 feet to a point,
S 65° 11' 40" E, 46.21 feet to a point,
S 59° 53' 08" E, 59.77 feet to a point,
S 32° 24' 07" E, 28.46 feet to a point,
S 16° 34' 21" E, 23.95 feet to a point,
S 10° 34' 08" W, 42.02 feet to a point,
S 19° 23' 58" W, 42.81 feet to a point,
S 21° 43' 12" W, 56.79 feet to a point,
S 48° 13' 21" W, 79.59 feet to a point,
S 32° 19' 56" W, 49.79 feet to a point,
S 63° 28' 46" W, 53.23 feet to a point,
S 85° 30' 55" W, 43.62 feet to a point,
S 75° 11' 50" W, 27.91 feet to a point,
S 54° 15' 36" W, 57.88 feet to a point,
S 65° 20' 41" W, 94.83 feet to a point,
S 67° 04' 14" W, 35.79 feet to a point,
S 55° 52' 27" W, 52.68 feet to a point,
S 27° 06' 15" E, 6.10 feet to a point,
N 89° 58' 22" E, 80.11 feet to a point,
N 84° 53' 22" E, 45.63 feet to a point,
N 66° 05' 01" E, 46.87 feet to a point,
N 49° 20' 26" E, 28.40 feet to a point,
N 41° 17' 11" E, 31.57 feet to a point,
N 78° 20' 16" E, 24.96 feet to a point, to an iron pin found on 1850 contour
line, thence leaving 1850 contour line and with Bernard C. Wampler lines, S
05° 18' 49" W, 76.54 feet to an iron rod found on north edge soil and rock
road bed, thence generally along said road bed the following calls:

N 78° 35' 16" E, 15.05 feet,
N 76° 18' 00" E, 18.55 feet,
N 79° 03' 00" E, 13.64 feet,
S 85° 11' 00" E, 16.52 feet,
S 61° 39' 00" E, 21.61 feet,
S 42° 58' 00" E, 20.70 feet,



S 38° 37' 09" E, 16.94 feet to an iron rod found on east side of said road bed; thence generally along said road bed S 03° 38' 28" E, 622.52 feet to an iron pin set in center of said road bed, thence leaving said road bed S 24° 08' W, 76.80 feet to an iron rod found, thence crossing said road bed, S 88° 45' 30" E, 55.10 feet to a pipe found on west side of a 24" marked White Oak, corner to Frances H. Claytor, thence with Claytor lines and running ± 20 feet east of and generally parallel to center line of aforesaid soil and gravel road bed, the following calls:

S 42° 43' 57" W, 101.73 feet,
S 55° 04' W, 92.46 feet,
S 46° 36' W, 34.35 feet,
S 27° 06' W, 34.23 feet,
S 03° 33' W, 69.56 feet,
S 03° 27' W, 140.89 feet,
S 14° 30' W, 70.46 feet,
S 35° 01' W, 102.04 feet,
S 25° 01' W, 71.41 feet,
S 11° 49' W, 42.71 feet,
S 28° 39' W, 48.29 feet,
S 50° 01' W, 66.55 feet,
S 71° 05' W, 89.52 feet,
N 80° 14' W, 73.07 feet,
N 60° 17' W, 61.65 feet,
N 86° 46' W, 16.79 feet,
S 42° 18' W, 92.92 feet,
S 43° 37' W, 106.07 feet,
S 38° 22' W, 69.70 feet,
S 00° 44' 11" W, 57.32 feet to an iron pin set on north right-of-way VSR 663;
thence along northern right-of-way VSR 663, N 59° 43' 08" W, 67.90 feet to
a point, N 66° 44' 22" W, 56.02 to a point, N 75° 14' 15" W, 85.36 feet to a
point, N 83° 06' 15" W, 72.53 feet to a point, N 89° 37' W, 113.16 feet to a
point, S 85° 25' W, 125.42 feet to a point, S 86° 22' 51" W, 79.67 feet to the
Point of Beginning and containing 68.097 acres, as more particularly shown
on "Plat Prepared For: Franklin Real Estate Company Ingles District Pulaski
County, Virginia," dated March 9, 2001, prepared by J. L. Zeh, Certified
Land Surveyor, a copy of which is in the possession of each party hereto.

Being a part of the lands conveyed to Franklin Real Estate Company by H. R. Hartwell and Karen M. Hartwell, his wife, by deed dated July 3, 1986, of record in Deed Book 414, page 731, in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia, and being the same land conveyed to Franklin Real Estate Company by Beulah Boothe Owens and Mary Ruth Cox



and Theodore G. Cox, Jr. by deed dated March 19, 1990, of record in Deed Book 475, page 69, in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia.

SUBJECT to all easements, flowage 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 Premises would disclose.

And, for the same consideration, Franklin grants, insofar as it has the right to do so, unto the Boy Scouts, the right, permit and license of access to the waters of New River and Claytor Lake over Appalachian Power Company's lands below said "Contour Line 1850" and adjacent to the above described parcels of land; but such right of access, and any and all uses or occupancy of lands below said "Contour Line 1850" are hereby made as a revocable license, and are further subject to the exceptions, reservations, covenants and conditions hereinafter set forth and also made subject to all of the terms and conditions of that certain license issued by the Federal Energy Regulatory Commission to Appalachian Power Company (hereinafter "Appalachian"), under date of August 20, 1980, and to any renewal, amendment, or extension thereof, authorizing the operation of a dam and hydro-electric generating station in New River, approximately three-quarters of a mile above the mouth of Little River.

The location and elevation of the above mentioned "Contour Line 1850" are to be determined from and in accordance with the elevation of certain benchmarks established by Appalachian Electric Power Company and shown on a map entitled: "Locations and Elevations of Permanent Benchmarks along New River and Peak Creek in Newborn and Hiawassie Magisterial Districts, Pulaski County,



Virginia", which map is dated October 30, 1928, and revised October 27, 1931, and was filed in four sheets as a part of the deed from Corlie S. Hassan and husband to Appalachian Electric Power Company, dated January 8, 1935, and recorded in the aforesaid Clerk's Office, in Deed Book 72, page 546, et seq.

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

1. Ownership in fee of all lands lying below the Contour Line 1850 abutting the lands described herein. Any and all riparian and/or water rights in and to New River, 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. By acceptance of this grant, the Boy Scouts acknowledges and agrees that before installing any additional boat dock, rip-rap, or seawall, or installing any other improvement upon Appalachian's lands lying below the Contour Line 1850: (1) it must comply with applicable zoning and land use regulations of Pulaski County; and (2) it must obtain a permit from Appalachian for any proposed improvements upon, or other use of, Appalachian's lands, prior to commencement of any construction or use thereof by the Boy Scouts, which permit may not be unreasonably withheld.
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 Power Company, 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 premises for the enjoyment of the rights herein reserved. It is further understood and agreed that the Boy Scouts will place no building or other structure within the right-of-way and easement herein reserved.

The Boy Scouts accepts this conveyance with full knowledge and understanding that Appalachian has impounded the waters of New River and its 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 the Boy Scouts, for itself and its successors and assigns, hereby covenants and agrees to and with Appalachian, its successors and assigns, as follows:

- (a) That no claim or demand for injury or damages will be made by the Boy Scouts against Appalachian or Franklin, 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 New River or its tributaries, 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 the Boy Scouts, and the Boy Scouts shall and will indemnify and save Appalachian and Franklin free and harmless from and against any such claim or demand;
- (b) That the Boy Scouts, its 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 into the impounded waters of New River or its tributaries;
- (c) That the Boy Scouts, its successors and assigns, will take all reasonable precautions to ensure that any use of the lands below the Contour Line 1850 as authorized herein, including the construction of piers or boat docks, will be constructed, operated and maintained in a manner that will protect the scenic, recreational, and environmental values of the Claytor Hydroelectric Project;
- (d) That the land hereby conveyed herein shall be used for recreational and scouting purposes only; and
- (e) That if the land hereby conveyed is offered for sale by the Boy Scouts or its successors, or assigns, then Franklin or its nominee shall be given the first right and opportunity to purchase same upon the same terms and conditions as offered to any



other purchaser.

And it is further covenanted and agreed by the Boy Scouts for itself, its successors and assigns, that the above covenants and agreements shall attach to and run with the land and premises hereby granted, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by Franklin or Appalachian, or its or their successors and assigns.

Dated this 6th day of May, 2004.

Witnessed By:

Kathy Y. Moore
Kathy Y. Moore
Joyce H. Leachman
Joyce H. Leachman

FRANKLIN REAL ESTATE COMPANY

By: Roger L. Wheeler
Roger L. Wheeler
Manager, Land Management
American Electric Power
Service Corporation
Authorized Signer

STATE OF OHIO)
FRANKLIN COUNTY) To-wit:

The foregoing was acknowledged before me this 6th day of May, 2004, by Roger L. Wheeler, Manager, Land Management, American Electric Power Service Corporation, as Authorized Signer for Franklin Real Estate Company, a Pennsylvania corporation, on behalf of the corporation.



KATHY Y. MOORE
Notary Public, State of Ohio
My Commission Expires 01-02-08

Kathy Y. Moore
Notary Public
My commission expires: 01-02-08

INSTRUMENT #040002727
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
MAY 12, 2004 AT 03:29PM
R. GLENNWOOD LOOKABILL, CLERK
BY: Carrie L. Carreca (DC)

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 12/18/2015
Instrument Type: DCOR
Number of Parcels: 1 Number of Pages: 3
 City County

PULASKI

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor:

Grantee:

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number:

Original Page Number:

Original Instrument Number:

Prior Recording At: City County

PULASKI

Percentage In This Jurisdiction:

100%

BUSINESS / NAME

1 Grantor: FRANKLIN REAL ESTATE COMPANY

2 Grantor: THE BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL

1 Grantee: BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SCOUTS OF AMERICA

2 Grantee: THE BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL

GRANTEE ADDRESS

Name: BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SCOUTS OF AMERICA

Address: 2131 VALLEY VIEW BOULEVARD, NW

City: ROANOKE

State: VA Zip Code: 24019

Book Number: Page Number:

Instrument Number: LR2004000272

Parcel Identification Number (PIN): 75 21419

Tax Map Number: 75 21419

Short Property Description: PARCEL

Current Property Address PULASKI COUNTY

City: PULASKI COUNTY

State: VA Zip Code: 24301

Instrument Prepared By: WOODS ROGERS PLC

Recording Paid By: WOODS ROGERS PLC

Recording Returned To: WOODS ROGERS PLC

Address: P. O. BOX 14125

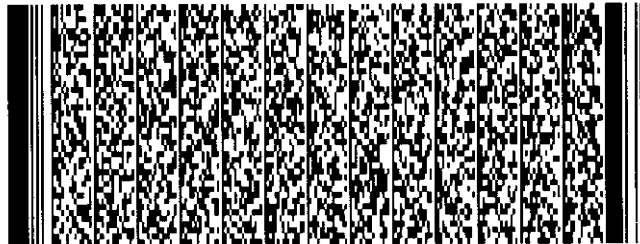
City: ROANOKE

State: VA Zip Code: 24038-4125

INSTRUMENT #160000007
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
JANUARY 4, 2016 AT 10:18AM

MAETTA H CREWE, CLERK
RECORDED BY: LGA

(Area Above Reserved For Deed Stamp Only)



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

Part of Tax Map No. 75 Parcel 21419

**THIS DEED IS TAX EXEMPT PURSUANT
TO SECTION 58.1-810(2) OF THE CODE OF VIRGINIA
OF 1950, AS AMENDED**

THIS DEED OF CORRECTION, made this 18th day of December, 2015, by and between **FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation**, as Grantor, and **BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SCOUTS OF AMERICA**, as Grantee, whose mailing address is: 2131 Valley View Boulevard, NW, Roanoke, VA 24019.

This deed should also be indexed under the name of **THE BOY SCOUTS OF AMERICA- BLUE RIDGE MOUNTAIN COUNCIL**, as Grantor and Grantee.

WITNESSETH:

WHEREAS, the hereinafter described property (the "Property") was conveyed to The Boy Scouts of America - Blue Ridge Mountain Council erroneously by Deed from Franklin Real Estate Company, a Pennsylvania corporation, dated May 6, 2004, recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, as Instrument No. LR20040002727; and

WHEREAS, it has been discovered that the name of the Grantee set forth in said deed was incorrect, and Franklin Real Estate Company now wishes to correct the land records to reflect the correct name of the Grantee, Blue Ridge Mountains Council Incorporated, Boy Scouts of America; and

NOW THEREFORE, FOR AND IN CONSIDERATION of the foregoing, Grantor does hereby Quitclaim unto the Grantee, Blue Ridge Mountains Council Incorporated, Boy Scouts of America, all that certain real property previously described in the deed dated May 6, 2004, recorded in the aforesaid Clerk's Office as Instrument No. LR20040002727. By acceptance of this Corrective Deed, Grantee acknowledges and agrees that: (1) Franklin Real Estate Company delivered possession of, and Grantee became the lawful owner of, the Property described herein as of May 6, 2004; and (2) that by delivering this instrument, Franklin Real Estate Company makes no warranty of title whatsoever for any events occurring after May 6, 2004 with respect to the Property described herein.

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

NOTE: Title to the Property being conveyed herein has not been examined or certified for this transaction by the attorney who prepared this deed and the said deed has been prepared without the benefit of a current survey.

WITNESS the following signatures and seals:

[This area intentionally left blank]

FRANKLIN REAL ESTATE COMPANY

By: P. Todd Ireland (SEAL)

P. Todd Ireland, Manager
Real Estate Asset Management
American Electric Power Service Corporation
Authorized Signer

State of Ohio
~~COMMONWEALTH OF VIRGINIA~~)
CITY/COUNTY OF Franklin) to-wit:

The foregoing instrument was acknowledged before me this 18th day of December, 2015, by P. Todd Ireland, Manager, Real Estate Asset Management, American Electric Power Service Corporation, as Authorized Signer for Franklin Real Estate Company, who is personally known to me or whose identity was proven to me on the basis of satisfactory evidence of identity and who personally appeared before me and executed this document.

Joyce H. Leachman
Notary Public

My Commission Expires: 8/1/2020

Registration Number: _____



Joyce H Leachman
Notary Public - Ohio
My Commission Expires
August 1, 2020

VIRGINIA:

IN THE CIRCUIT COURT OF PULASKI COUNTY

BRENDA BLACKBURN,)
)
 Plaintiff and)
 Cross-Bill Defendant)
)
 v.)
)
 DONALD DOUGLAS WILLIAMS,)
 DONTA W. WILLIAMS,)
 REGGIE A. WILLIAMS,)
 SHIRLEY C. WILLIAMS,)
 MYRON L. WILLIAMS,)
 CHERYL P. WILLIAMS,)
 and)
 BLUE RIDGE MOUNTAINS COUNCIL,)
 INCORPORATED, BOY SCOUTS OF)
 AMERICA,)
)
 Defendants and)
 Cross-Bill Plaintiffs)
)
 v.)
)
 BRENDA BLACKBURN,)
)
 Cross-Bill Defendant.)

Chancery No. 01000109
DECREE (cont.)

Came the plaintiff and cross-bill defendant, Brenda Blackburn, in person and by counsel, and came also the defendants, Donald Douglas Williams, Donta W. Williams, Reggie A. Williams, Shirley C. Williams, Myron L. Williams, and Cheryl P. Williams, in person and by counsel, and defendant, Blue Ridge Mountains Council, Incorporated, Boy Scouts of America, by its duly authorized representative and by counsel on June 15, 2001, and, pursuant to the

RKE# 0718959.WPD
C/M# 016132-00003-01

stipulation of the parties incorporated in the Court's decree entered June 7, 2001, announced ready for trial on the sole issue of whether a certain road which traverses the properties of the defendants from a bridge over Mack's Creek in Pulaski County to the southerly boundary of the Boy Scouts' property near Indian Valley in Floyd County, sometimes referred to as the "Old Floyd Road," is a public or private road.

After opening statements by counsel, the plaintiff presented her evidence and rested. The defendants, by counsel, moved the Court to strike the evidence of the plaintiff and enter summary judgment for the defendants that the entire roadway in issue (other than that portion formerly denoted State Secondary Route 655 leading from the bridge over Mack's Creek a distance of approximately 1.3 miles) is a private road and not a public roadway available to the traveling public, including Brenda Blackburn. The Court granted the motion, finding that the plaintiff had failed to establish that such portion of the roadway in issue is or ever has been a public road, to which ruling the plaintiff, by counsel, duly objected. The aforesaid summary judgment granted to defendants at trial is incorporated into and reaffirmed by this Decree. It is so ordered.

The defendants then presented their evidence on the remaining issue of whether that portion of the roadway in dispute, being that portion of former State Secondary Route 655 from the bridge built by or on behalf of the Boy Scouts over Mack's Creek to the former site of Camp Dubernwaski, a distance of approximately 1.3 miles, had been effectively abandoned, and the defendants rested. The plaintiff presented her rebuttal evidence and rested. The Court heard the arguments of counsel, and the issue was submitted to the Court for decision.



The Court, having duly considered the testimony, the exhibits admitted in evidence, and the arguments of counsel presented orally and in pre-trial and post-trial memoranda, rendered its written opinion dated August 24, 2001, finding that the evidence is overwhelming that it was the intent of the Pulaski County Board of Supervisors to abandon and vacate that portion of the roadway remaining in issue from the state highway system and as a public road in 1944; that there has been clear use of the roadway adverse to the right of the public since that time; that there has been no maintenance of the roadway by the Commonwealth of Virginia or Pulaski County; that the roadway and bridges have been maintained by the Boy Scouts; and that § 33-166 of the Code of Virginia, 1950, validates the abandonment of the road, notwithstanding any defects or deficiencies in the proceedings by the Pulaski County Board of Supervisors to abandon the roadway. The Court finds that the abandoned roadway reverted back to the landowners of the property over which the roadway passed and that the roadway has been continuously since July 1, 1944, and remains today a private road and not a public road available to the traveling public, including plaintiff, Brenda Blackburn. It is so ORDERED and DECREED, to which the plaintiff, by counsel, objects.

QRS By its cross-bill, defendant, Blue Ridge Mountains Council, Incorporated, Boy Scouts of America, has requested an injunction against plaintiff, Brenda Blackburn, prohibiting her from trespassing upon the private roadways and bridges constructed and maintained by the Boy Scouts or upon the Boy Scouts' Scout Reservation property. It appears to the Court from the representations of counsel and a draft Decree exhibited to the Court that the Boy Scout Council has sought the agreement of Brenda Blackburn not to come upon the private roadways and bridges without the prior written permission of the Boy Scouts unless and until this Decree is

ZML



hereafter modified by this Court or reversed on appeal, thus obviating the need for injunctive relief, but that Brenda Blackburn has refused to endorse a Decree to that effect. It is, accordingly, ORDERED and DECREED that Brenda Blackburn is hereby enjoined and restrained from coming upon the private roadways and bridges constructed and maintained by the Boy Scouts or the Scout Reservation property without prior written permission of Blue Ridge Mountains Council, Incorporated, Boy Scouts of America, unless and until this Decree is modified by this Court hereafter pursuant to the Court's rulings on the other issues remaining for decision in this matter, or unless, pursuant to an appeal of this Court's ruling, the Supreme Court of Virginia rules that the roadway in issue is a public road. The Court has heard all the evidence on the contention of Brenda Blackburn that the roadway is a public road and is of the opinion that no damage will be incurred by Brenda Blackburn by the award of this temporary injunction. It is accordingly ORDERED and DECREED that no bond is necessary from the Boy Scout Council and no such bond is required. SRS

This suit shall remain upon the docket of this Court for the determination of the remaining issues raised by the Bill of Complaint and the Cross-Bill of Donald Douglas Williams, et al., relating to the claim of ownership in an undivided portion of the Williams property by plaintiff and any claim of the plaintiff to a private easement for the use of all or a portion of the private roadway and bridges.

And this suit is continued upon the docket of this Court.

The Clerk of this Court is directed to certify a copy of this Decree to Byron R. Shankman, Esquire, P.O. Box 1859, Dublin, VA 24084, counsel for Brenda Blackburn; to Daniel S. Brown, Esquire, Woods, Rogers & Hazlegrove, P.L.C., P. O. Box 14125, Roanoke,

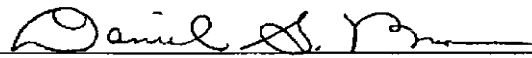


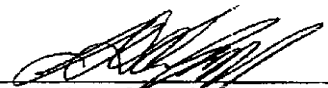
Virginia 24038-4125, counsel for Blue Ridge Mountains Council, Incorporated, Boy Scouts of America; and to Samuel D. Campbell, Esquire, 233 East Main Street, P.O. Box 945, Pulaski, Virginia 24301, counsel for Donald Douglas Williams, et al., and co-counsel for Blue Ridge Mountains Council, Incorporated, Boy Scouts of America.

ENTER: 10/17/01


JUDGE


Requested:


Daniel S. Brown (VSB #3327)
WOODS, ROGERS & HAZLEGROVE, P.L.C.
P. O. Box 14125
Roanoke, VA 24038-4125
(540) 983-7608
*Counsel for Blue Ridge Mountains Council,
Incorporated, Boy Scouts of America*


Samuel D. Campbell
P. O. Box 945
Pulaski, Virginia 24301
*Counsel for Donald Douglas Williams, et al.,
and Co-Counsel for Blue Ridge Mountains
Council, Incorporated, Boy Scouts of America*



Seen and objections noted:


Byron R. Shankman (VSB # 13485)
P. O. Box 1859
Dublin, Virginia 24084
Counsel for Complainant Brenda Blackburn

INSTRUMENT #040007116
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
DECEMBER 1, 2004 AT 01:48PM
R. GLENWOOD LOOKABILL, CLERK

RECORDED BY: GGM

RKE# 0718959.WPD
C/M: 016132-00003-01

-6-



LR2004007116
Page: 6 of 6



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.

BLUE RIDGE MOUNTAIN COUNCIL INC.
BOY SCOUTS OF AMERICA

By *Bruce Tuten*
President

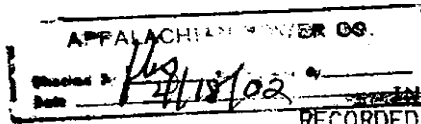
ATTEST: _____
Secretary

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

The foregoing instrument was acknowledged before me this 22nd day
of March, 20 02, by Bruce Tuten
of Blue Ridge Mountain Council Inc.
Boy Scouts of America, a Virginia
Corporation, on behalf of the Corporation.

My Commission expires:
11-30-2002

Domenic M. Kattelson
Notary Public / Commissioner



INSTRUMENT #020002509
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
APRIL 23, 2002 AT 10:50AM
R. GLENNWOOD LOOKABILL, CLERK

BY: *Conner B. Carrico* (DC)

WARREN S. NEILY, JR.
ATTORNEY & COUNSELLOR AT LAW
BLACKSBURG, VIRGINIA 24063-0043

050658

POST OFFICE BOX 43

AREA CODE 540
TELEPHONE 953-2711
FACSIMILE 953-0465

January 7, 2005



R. Glennwood Lookabill, Clerk
Pulaski County Circuit Court
45 Third Street N.W. - Suite 1-01
Pulaski, Virginia 24301

**RE: BRENDA BLACKBURN v. DONALD DOUGLAS WILLIAMS ET AL
CHANCERY CASE NUMBER 2001-109
FINAL DECREE**

Dear Woody:

I am enclosing a copy of a Decree in the above styled cause which Judge Turk entered on November 5, 2004.

Paragraph 6 on Page 2 of this Decree recites that each Defendant should pay directly to me the sum of \$508.63 for my service as Special Commissioner, this sum to be paid no later than December 3, 2004.

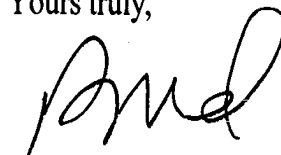
The Decree further provides that if either party fails to pay their share by December 3rd then interest should accrue on the unpaid share of the judgment beginning December 4, 2004 and on application of the Commissioner this sum should be docketed and execution issued thereon.

This is to advise you that I acted as Special Commissioner in this case and that Brenda Blackburn, the Plaintiff has not paid her share of the Commissioner's fee in the sum of \$508.63.

Accordingly, I am asking that you docket this amount against her as a judgment with interest at the judgment rate from November 4, 2004 and issue execution thereon.

With my thanks for your cooperation, I am

Yours truly,



Warren S. Neily, Jr.

WSNjr/tmc
Enclosure

RECEIVED

JAN 10 2005

AND FILED
PULASKI COUNTY CIRCUIT COURT
R. GLENNWOOD LOOKABILL, CLERK

VIRGINIA: IN THE CIRCUIT COURT OF PULASKI COUNTY

BRENDA BLACKBURN,
Plaintiff

FINAL DECREE

v.

Chancery case # 2001-109

DONALD DOUGLAS WILLIAMS
DONTHA W. WILLIAMS
REGGIE A. WILLIAMS
SHIRLEY C. WILLIAMS
MYRON L. WILLIAMS
CHERYL P. WILLIAMS



JD2005000658

Page: 2 of 4

BLUE RIDGE MOUNTAINS COUNCIL, BOY SCOUTS OF AMERICA
(a/k/a BOYS SCOUTS OF AMERICA, BLUE RIDGE MOUNTAINS COUNCIL),
Defendants

SAMUEL D. CAMPBELL
Attorney at Law
233 East Main Street
Pulaski, Virginia 24301

On July 21, 2004, this case came before the Court for hearing on the Report of Commissioner in Chancery filed herein on May 24, 2004, on the plaintiff's Exceptions to that report as filed on June 2, 2004, and on defendants' motion to confirm the commissioner's report. After consideration of the commissioner's report, the plaintiff's exceptions thereto, and the parties' respective arguments regarding the commissioner's finding and plaintiff's exceptions, the Court issued a letter opinion on October 7, 2004, which is incorporated into this Decree by this reference.

It is the ruling, order, and decree of this Court that:

1. The Report of Commissioner in Chancery filed herein is approved, confirmed, and adopted as the findings of fact¹ and law of this Court on the "Title Issues"² in this case.
2. All of the plaintiff's exceptions to the commissioner's report are overruled.
3. All claims stated in the plaintiff's Bill of Complaint are dismissed with prejudice as unfounded.

¹ Typographical errors on page 2 and 8 as to the interest of Richard D. Wood, stated as "1/8" rather than the correct "1/4", are hereby corrected.

² As identified in a Decree entered in this case on June 7, 2001.



4. The plaintiff acquired no interest whatsoever in any lands of any of the defendants by virtue of (1) a quit-claim deed of gift dated March 6, 2000, recorded in the Clerk's Office of this Court as land instrument # 2000-1573 or (2) an escheat deed/grant recorded in said Clerk's Office in Deed Book 468, page 220.

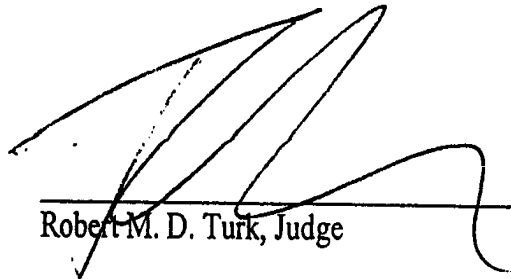
5. The Decree entered in this case on October 17, 2001 is hereby affirmed and incorporated into this decree as the final order of this Court on the "Road Issues"³ as addressed therein.

6. The costs of the reference in this case on the Title Issue (totaling \$2,017.25) shall borne equally by the plaintiff and the Williams, including the \$1,500.00 fee of Warren S. Neily, Jr., special commissioner in chancery in this case, which fee is hereby approved and awarded, and the \$517.25 transcript costs to Terry's Reporting. The \$500.00 that the plaintiff and the Williams have each already paid to Commissioner Neily under the terms of the Decree of Reference entered herein on April 26, 2002 shall be credited toward these amounts. The plaintiff and the Williams shall each pay \$508.63 directly to Commissioner Neily no later than December 3, 2004, to cover the \$1,017.25 balance, and if either party fails to pay her/their share of the award by December 3, 2004, then (1) interest shall accrue on the unpaid share at the current judgment rate, beginning as of November 4, 2004, and continuing until fully paid, and, (2) on application of Commissioner Neily, the Clerk shall then docket the unpaid share as a judgment against the non-paying party and issue execution on such judgment. The objections of the Williams' counsel to the Court's allocation of costs of the reference equally between the plaintiff and the Williams, even though the Williams prevailed on all issues in this case, are noted.

The Clerk is ordered (1) to record this final decree, along with the Decree entered herein on October 17, 2001, in the land records in his office (indexing plaintiff as grantor and all defendants as grantees) and (2) to certify and mail copies of this Decree to each attorney named below.

This case is concluded.

Entered this November 5, 2004.

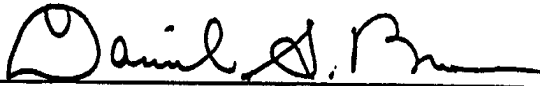

Robert M. D. Turk, Judge

Requested:



JD2005000658

Page: 4 of 4



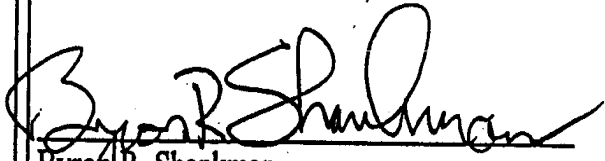
Daniel D. Brown
Woods, Rogers & Hazlegrove
P.O. Box 14125
Roanoke, VA 24038-4125
counsel for Blue Ridge Mountains Council, Boy Scouts of America



Samuel D. Campbell
P.O. Box 945
Pulaski, VA 24301
counsel for all defendants

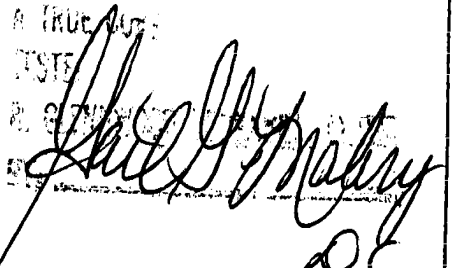
*Objected to as to the Court's allocation of
costs of this reference 50/50, rather than against
the plaintiff, given that the defendants have
prevailed on all issues.*

Seen and objected to:



Byron R. Shankman
P.O. Box 1859
Dublin, VA 24084
counsel for plaintiff

*object to ruling of Court
on all issues of
record as Plaintiff avers
that she carried her
burdens. of proof and
was prejudiced by
the Courts rulings on
who had the burden
in regards to the
issues at hand.*

A TRUE COPY
TESTE
BY


Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

INSTRUMENT #080000338
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
JANUARY 24, 2008 AT 09:31AM

[ILS VLR Cover Sheet Agent 1.0.66]

MAETTA H CREWE, CLERK
RECORDED BY: WPR

TAX EXEMPT

CORP

Date of Instrument: [1/18/2008]
Instrument Type: [DE]
Number of Parcels [1]
Number of Pages [2]
City [] County [x] [Pulaski County]

(Box for Deed Stamp Only)

First and Second Grantors

Table with 4 columns: Last Name, First Name, Middle Name or Initial, Suffix. Row 1: [Blue Ridge Mountain C] [] [] []

First and Second Grantees

Table with 4 columns: Last Name, First Name, Middle Name or Initial, Suffix. Row 1: [Appalachian Power Co] [] [] []

Grantee Address (Name) [Appalachian Power Company]
(Address 1) [P. O. Box 2021]
(Address 2) []
(City, State, Zip) [Roanoke] [VA] [24022]
Consideration [1.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City [] County [] [] Percent. in this Juris. [100]
Book [] Page [] Instr. No []
Parcel Identification No (PIN) [75-1-21]
Tax Map Num. (if different than PIN) [75-1-21]
Short Property Description [Easement]
Current Property Address (Address 1) [Scouts of America; 2131 Valley View Blvd.]
(Address 2) []
(City, State, Zip) [Roanoke] [VA] [24012]

Instrument Prepared by [Appalachian Power Company]
Recording Paid for by [American Electric Power]
Return Recording to (Name) [Appalachian Power Company]
(Address 1) [Attn: Faye B. Smith - Rke. Service Ctr. - ROW]
(Address 2) [P. O. Box 2021]
(City, State, Zip) [Roanoke,] [VA] [24022]
Customer Case ID [] [] []



TAX ID or PARCEL NO. 75-1-21

Omniform

GRW 256 - UG - VA - CORP (Tax ID)

Blue Ridge Mountain Council Inc. Boy Eas No. VA 073126 R/W Map No. 3781-525

Scouts of America. 2131 Valley View W.O. No. W001546701 Job No. 07410038 Prop. No. 1

Blvd. Roanoke VA 24012 Line BSA Camp Claytor Project

THIS AGREEMENT, made this 7th day of November, 20 07,
by and between BLUE RIDGE MOUNTAIN COUNCIL INC. BOY SCOUTS OF AMERICA

a corporation organized and existing under the laws of the State of Virginia, 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 Ingles District, County of Pulaski, State of Virginia.

Being a right of way and easement on the property of the Grantors identified as Pulaski County,
Tax Parcel No. 75-1-21

This easement extends in a Northerly direction from
Appalachian's existing Pole numbered 525-4 to
and including new Underground Facilities numbered 525-599

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

51892R0304

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.

Blue Ridge Mountain Council Inc. Boy Scouts of America

By *Daniel R Johnson*

President

Attest: *Scout Executive*

Secretary

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

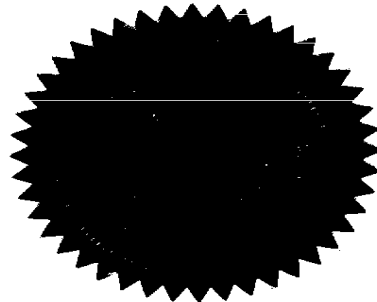
The foregoing instrument was acknowledged before me this 19th day of November, 2007, by Daniel R Johnson, Scout Executive, of Blue Ridge Mountain Council Boy Scouts of America, a VIRGINIA Corporation, on behalf of the Corporation.

Cheryl Ferguson
Notary Public / Commissioner
ID# 259013

My Commission expires:
4-30-2008

APPALACHIAN TITLE COMPANY
CHECKED BY *Jls*
CHECKED BY *Jls*
DATE 12/12/07 1/8/08

Omniform
GRW 256 - UG - VA - CORP - Page 2 (Tax ID)



Instrument Control Number
[]

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[ILS VLR Cover Sheet Agent 1.0.93]

INSTRUMENT #080000814
RECORDED IN THE CLERK'S OFFICE OF
PULASKI COUNTY ON
FEBRUARY 19, 2008 AT 10:22AM
\$.50 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$.25 LOCAL: \$.25

MAETTA H CREWE, CLERK
RECORDED BY: VWR

(Box for Deed Stamp Only)

T
A
X
E
M
P
T

C
O
R
P

Date of Instrument: [12/26/2007]
Instrument Type: [DEX]

Number of Parcels [2]
Number of Pages [8]

City County [Pulaski County]

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[BLUE RIDGE MOUNTA]	[]	[]	[]
[BOY SCOUTS OF AME]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[BLUE RIDGE MOUNTA]	[]	[]	[]
[BOY SCOUTS OF AME]	[]	[]	[]

Grantee Address (Name) [BLUE RIDGE MOUNTAINS COUNCIL INCORPOATED]
(Address 1) [BOY SCOUTS OF AMERICA]
(Address 2) [2131 VALLEY VIEW BLVD NW]
(City, State, Zip) [ROANOKE] [VA] [24012-203]

Consideration [500.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Pulaski County] Percent. in this Juris. [100]
Book [] Page [] Instr. No []

Parcel Identification No (PIN) []
Tax Map Num. (if different than PIN) [075-001-0000-0021]
Short Property Description [0.122 ACRE]

Current Property Address (Address 1) []
(Address 2) []
(City, State, Zip) [] [] []

Instrument Prepared By [SPILMAN THOMAS & BATTLE, PLLC]
Recording Paid for By [WOODS ROGERS PLC]
Return Recording To (Name) [DAN ROWN, ATORNEY]
(Address 1) [WOODS ROGERS, PLC]
(Address 2) [P.O. BOX 14125]
(City, State, Zip) [ROANOKE] [VA] [24038-4125]

Customer Case ID [] [] []



Instrument Control Number

[Empty box for Instrument Control Number]

Commonwealth of Virginia
Land Record Instruments
Continuation Cover Sheet
Form C

[ILS VLR Cover Sheet Agent 1.0.93]

T
A
X
E
M
P
T

G
R
A
N
T
O
R

G
R
A
N
T
E
E

C
O
R
P

Date of Instrument: [12/26/2007]
Instrument Type: [DEX]

Number of Parcels [2]
Number of Pages [8]

City County [Pulaski County] (Box for Deed Stamp Only)

Grantors/Grantees/Parcel Continuation Form C

	Last Name	First Name	Middle Name or Initial	Suffix
<input type="checkbox"/>	[WAMPLER]	[BERNARD]	[C]	[]
<input type="checkbox"/>	[WAMPLER]	[BERNARD]	[C]	[]
<input type="checkbox"/>	[]	[]	[]	[]
<input type="checkbox"/>	[]	[]	[]	[]
<input type="checkbox"/>	[]	[]	[]	[]
<input type="checkbox"/>	[]	[]	[]	[]
<input type="checkbox"/>	[]	[]	[]	[]
<input type="checkbox"/>	[]	[]	[]	[]

Prior Instr. Recorded at: City County [Pulaski County] Percent. in this Juris. [100]
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) [075-001-0000-0022]
 Short Property Description [0.122 ACRE]
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []

Prior Instr. Recorded at: City County [] Percent. in this Juris. []
 Book [] Page [] Instr. No []
 Parcel Identification No (PIN) []
 Tax Map Num. (if different than PIN) []
 Short Property Description []
 Current Property Address (Address 1) []
 (Address 2) []
 (City, State, Zip) [] [] []



This instrument was prepared jointly by:

Spilman Thomas & Battle, PLLC
1100 BB&T Bank Building
310 First Street (24011)
P. O. Box 90
Roanoke, Virginia 24002-0090

Woods Rogers PLC
Wachovia Tower
10 S. Jefferson Street, Suite 1400 (24011)
P.O. Box 14125
Roanoke, VA 24038-4125

THIS DEED AND PROPERTY LINE ADJUSTMENT AGREEMENT, made this 26th day of December, 2007, by and between BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED, BOY SCOUTS OF AMERICA, also known as BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL, a Virginia non-stock not-for-profit corporation, Grantor and Grantee ("Blue Ridge Mountains Council"); Bernard C. WAMPLER, Trustee under the Bernard C. Wampler Qualified Personal Residence Trust, Grantee and Grantor ("Wampler"); FRANKLIN REAL ESTATE COMPANY, a Pennsylvania corporation, and APPALACHIAN POWER COMPANY, a Virginia corporation, successor by name change to APPALACHIAN ELECTRIC POWER COMPANY, third parties;

WITNESSETH

Blue Ridge Mountains Council and Wampler own adjoining tracts of land on Claytor Lake, Ingles Magisterial District, Pulaski County, Virginia, and mutually desire to adjust the boundary line between the two tracts.

ACCORDINGLY, in consideration of the conveyance of property by Wampler to Blue Ridge Mountains Council set forth below, Blue Ridge Mountains Council, as Grantor, does hereby convey, with Special Warranty of Title, unto Wampler, as Grantee, a parcel of land located in Ingles Magisterial District, County of Pulaski, Virginia, and being more particularly bounded and described as follows, to-wit:

Beginning at an axle, corner to Bernard C. Wampler;
thence N78°35'16"E 15.05' to a point; thence
N76°18'00"E 18.55' to a point; thence N79°03'00"E
13.64' to a point; thence S85°11'00"E 16.52' to a point;
thence S61°39'00"E 21.61' to a point; thence S42°58'00"E
20.70' to a point; thence S38°37'09"E 16.94' to an iron

pin; thence S03° 38' 28" E 225.28' to an iron pin; thence S86°21'32"W 17.64' to an iron pin; thence N03°38'38"W 159.73' to an iron pin; thence N07°25'34"W 56.32' to an iron pin; thence N08°07'12"W 16.23' to an iron pin; thence N38°19'39"W 18.84' to an iron pin; thence N75°05'57"W 27.46' to an iron pin; thence N85°33'51"W 36.80' to an iron pin; thence N89°52'48"W 8.40' to the point of beginning, and containing 0.122 acre, as shown by Boundary Line Relocation Plat dated November 27, 2007, prepared by Alan Clemons, land surveyor, recorded in the Clerk's Office of the Circuit Court of Pulaski County.

And being a portion of the property conveyed to Boy Scouts of America – Blue Ridge Mountains Council (one and the same entity as Blue Ridge Mountains Council, Incorporated, Boy Scouts of America) by Special Warranty Deed of Gift from Franklin Real Estate Company, dated May 6, 2004, of record in the Clerk's Office of the Circuit Court of Pulaski County as Instrument #040002727.

In consideration therefor, Wampler, as Grantor, does hereby convey, with Special Warranty of Title, unto Blue Ridge Mountains Council, as Grantee, a parcel of land located in Ingles Magisterial District, Pulaski County, Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron pipe, being the common corner to Dana Q. Ratcliff, et al. (Instrument #LR 2006001223); thence following the existing boundary of the Wampler/Blue Ridge Mountains Council property line for (3) courses: N 88° 45' 30" W 55.10' to a point; thence N 24° 08' 00" E 76.80' to a point; thence N 03° 28' 28" W 397.28' to a point; Thence leaving the existing boundary and through the lands of Bernard C. Wampler, Trustee, (Deed Book 622, page 804 and Instrument #98003816), with (6) new lines: S 05° 12' 34" E 158.26' to a point; thence S 01° 50' 03" E 84.32' to a point; thence S 13° 56' 29" E 55.77' to a point; thence S 06° 45' 47" E 88.44' to a point; thence S 16° 36' 28" E 44.70' to a point; and thence S 06° 38' 44" W 41.33' to the point of Beginning, and containing 0.122 acre, as shown by Boundary Line Relocation Plat dated November 27, 2007, prepared by Alan Clemons, land surveyor, recorded in the Clerk's Office of the Circuit Court of Pulaski County.

And being a part of the property described as Parcel 2 and conveyed to Bernard C. Wampler, Trustee, by deed dated

May 22, 1997, from Bernard C. Wampler, recorded in the Clerk's Office of the Circuit Court of Pulaski County as Instrument # 98003816.

By deed dated August 7, 1953, from Appalachian Electric Power Company to David P. Minichan and Harriett H. Minichan, predecessors in title to Wampler, recorded in Deed Book 157, page 241 in the Clerk's Office of the Circuit Court of Pulaski County, certain covenants and agreements were entered into which attach to and run with the land therein conveyed; and by deed of gift dated May 6, 2004, from Franklin Real Estate Company to Blue Ridge Mountain Council, recorded in the Clerk's Office of the Circuit Court of Pulaski County as Instrument #040002727, certain covenants and agreements were entered into which attach to and run with the land therein conveyed. Appalachian Power Company, as successor by name change to Appalachian Electric Power Company, and Franklin Real Estate Company join in the execution of this deed for the sole purpose of evidencing their consent and agreement with the Grantors and Grantees that the covenants and agreements in the Wampler chain of title will apply to and run with the land conveyed to Wampler by this deed and not the covenants and agreements contained in the deed from Franklin Real Estate Company to Blue Ridge Mountain Council; and, similarly, that the covenants and agreements in the deed from Franklin Real Estate Company to Blue Ridge Mountains Council will apply to and run with the land conveyed to Blue Ridge Mountains Council by this deed and not the covenants and agreements contained in the Wampler chain of title.

Subject to the provisions of the preceding paragraph, the property conveyances are made expressly subject to all restrictions, liens, and easements as may lawfully apply to the real estate hereby conveyed.

Blue Ridge Mountains Council further grants to Wampler, and to his successors in title, a permanent, non-exclusive easement and right of way over the road as now or hereafter constructed on the Blue Ridge Mountains Council property from the gate between Wampler's property to Owens Road, Virginia State Route 663, for the benefit of all of Wampler's property (Parcel 1 and Parcel 2 as described in deed dated May 22, 1997, and recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, as Instrument # 98003816) as such property is now or hereafter developed or subdivided, as a means of access for Wampler, his successors in title, and their guests and invitees. Wampler and his successors and assigns shall have no obligation for the maintenance or repair of the new road or any liability arising out of the condition of the new road or its slope or any drainage therefrom.

The conveyance herein from Wampler to Blue Ridge Mountains Council is subject to the following covenants, which shall run with the land forever, in favor of Wampler and his successors in title:

(a) Blue Ridge Mountains Council and its successors in title (the "Owner") shall plant, maintain and replace as needed trees so as to screen its property from the view from Wampler's property. The trees shall be Arborvitae evergreens of at least three (3) feet in height above the ground at initial planting, shall be placed on, or substantially on the boundary line between the Owner and Wampler, shall be approximately four (4) feet apart and in the locations indicated on a copy of the Boundary Line Relocation Plat dated November 27, 2007. If Owner breaches its obligations under this section (a) and fails to cure such breach within 60 days after written notice thereof from Wampler or his successors in title, then Wampler or his successors in title shall be entitled to do such planting, maintaining or replacing of trees as reasonably necessary, and upon demand Owner shall reimburse Wampler or his successors in title the reasonable costs incurred in doing such work.

(b) The Owner shall at all times maintain, repair and replace a gate at approximately its present location between Owner's property and Wampler's property, which gate shall be used to prevent vehicles from having access to Wampler's land from the Owner's land. Wampler and his successors in interest shall be provided with keys or other means to control the gate. Wampler and his successors in interest shall be entitled to loan such keys or means of control to their guests and invitees. At their sole expense and after advance notice to Owner, Wampler and his successors in interest shall be entitled to replace the gate from time to time with another gate of equal or superior quality, in which case a key to the replacement gate shall be provided to Owner and the gate shall thereafter be maintained by Wampler and his successors in interest.

Remainder of page intentionally left blank. Signature pages follow.

WITNESS the following duly authorized signatures and seals as of the day and year and first written above.

Blue Ridge Mountains Council,
Incorporated
Boy Scouts of America

By: R. Gary Ambrose
Its: Council President

COMMONWEALTH OF VIRGINIA)
) to-wit:
_____ OF _____)

The foregoing instrument was acknowledged before me this 9 day of JAN
2008 by R. Gary Ambrose its Council President on behalf
of Blue Ridge Mountains Council, Incorporated, Boy Scouts of America.

Sharon B. Fulcher
Notary Public

(Reproducible Seal)

Notary Registration Number: 255462

My commission expires: 4-30-09



Appalachian Power Company

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

Ken

STATE OF OHIO
COUNTY OF FRANKLIN

)
)to-wit:
)

The foregoing instrument was acknowledged before me this 1st day of February
2008 by Roy A. Strawser, its Authorized Signer, on behalf
of Appalachian Power Company.



LISA ZINKA
Notary Public, State of Ohio
My Commission Expires 07-19-2012

Lisa Zinka
Notary Public

(Reproducible Seal)

Notary Registration Number: _____

My commission expires: 7/19/12

Franklin Real Estate Company

By: Roy A. Strawser
Its: ROY A. STRAWSER
MANAGER, REAL ESTATE
ASSET MANAGEMENT
AMERICAN ELECTRIC POWER
SERVICE CORPORATION
AUTHORIZED SIGNER

Kem

STATE OF OHIO
COUNTY OF FRANKLIN

)
)to-wit:
)

The foregoing instrument was acknowledged before me this 1st day of February 2008 by Roy A. Strawser, its Authorized Signer, on behalf of Franklin Real Estate Company.



LISA ZINKA
Notary Public, State of Ohio
My Commission Expires 07-19-2012

Lisa Zinka
Notary Public

(Reproducible Seal)

Notary Registration Number: _____

My commission expires: 7/19/12

FIDELITY NATIONAL TITLE GROUP, INC.

**Chicago Title, Commonwealth Land Title and Fidelity National Title Insurance Companies
Virginia Production Division**

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

CASE NO: 11129381

CUSTOMER: *Brooks Title and Escrow LLC*

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

Blue Ridge Mountains Council, Incorporated, Boy Scouts of America

(Also indexed under Boy Scouts of America-Blue Ridge Mountain Council)

(X) corp

(X) UNDER THE FOLLOWING DEED(S):

Grantor(s): *Franklin Real Estate Company*

Dated: *05/06/2004* Recorded: *05/12/2004* Deed Book & Pg./Inst. No: *LR2004002727*

& Deed of Exchange and Boundary Line Adjustment

**Grantor(s): *Bernard C. Wampler, Trustee under the Bernard C. Wampler
Qualified Personal Residential Trust***

Dated: *12/26/2007* Recorded: *02/19/2008* Deed Book & Pg./Inst. No: *080000814*

& Deed of Correction

Grantor(s): *Franklin Real Estate Company*

Dated: *12/18/2015* Recorded: *01/04/2016* Deed Book & Pg./Inst. No: *160000007*

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

BRIEF LEGAL DESCRIPTION:

68.097 acres, more or less...Plat Cabinet 2, Slide 13, page 3.

LESS AND EXCEPT 0.122 acres conveyed to Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

TOGETHER WITH 0.122 acres acquired from Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

(Closing Attorney will create a new legal description)

DEEDS OF TRUST:

1. Grantor(s): *Blue Ridge Mountains Council, Incorporated, Boy Scouts of America*
Trustee(s): *Clement & Wheatly, PC*
Dated: *11/13/2020* Deed Book & Pg./Inst. No: *20003966*
Recorded: *11/13/2020* Amount: *\$3,970,000.00*
Named Beneficiary: *American National Bank and Trust Company*
Assignments, Subordination Agmts, etc.: *[CLDT] Includes additional properties*

JUDGMENTS:

Dated *01/07/2005* docketed in/as *050000658* rendered in favor of *Brenda Blackburn* against *Douglas Williams et al (I don't know if this is actually a valid Judgment*

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): *Perron Family Farm, LLC* LIENS FOUND: *N/A*

UCC/FINANCING STATEMENTS: (X) None

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: *Boy Scouts of America – Blue Ridge Mountain Council*

Assessed Description: *63.3670 acres*

Tax Map/ID# *075-001-0000-0021* Account # *8172*

Land \$ *766,800.00* Improvements \$ *1,558,300.00* Total \$ *2,325,100.00*

Annual Amt \$(*Exempt*) Taxes Payable on:

Taxes Paid Thru: (*Exempt*) Delinquent Taxes:

Taxes a Lien, Not Yet Due: (*Exempt*)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: None

Property Address (not warranted): *4100 Adventure Base Road*

&

Assessed Owner: *Boy Scouts of America – Blue Ridge Mountain Council*

Assessed Description: *4.7300 acres*

Tax Map/ID# *075-001-0000-0019* Account #

Land \$ *43,700.00* Improvements \$ *206,000.00* Total \$ *249,700.00*

Annual Amt \$(*Exempt*) Taxes Payable on:

Taxes Paid Thru: (*Exempt*) Delinquent Taxes:

Taxes a Lien, Not Yet Due: (*Exempt*)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: None

Property Address (not warranted): *4100 Adventure Base Road*

RESTRICTIONS AND/OR DECLARATIONS:

Terms, conditions, easements and restrictions contained in original out-conveyances from Appalachian Electric Power Company in deeds recorded in Deed Book 156-18; DB 157-241 & DB 158-238

Easements granted by AEPCO Include ingress/egress easements to the public road as well as access to the waters of Claytor Lake.

Easements reserved by AEPCO include:

1. Riparian and/or water rights in and to the New River...
2. Right to use roads now or hereafter constructed;
3. The right and easement to construct, operate, maintain, inspect and remove an electric power line...

Along with other restrictions as set forth in the said deeds.

&

Terms, conditions, easements and restrictions contained in the Deed to Boy Scouts of America – Blue Ridge Mountain Council, dated May 6, 2004 and recorded as Inst. No. LR2004002727.

DEEDED EASEMENTS:

From: *A. J. Owens and Beulah Booth Owens*

To: *Appalachian Electric Power Company*

Location: *Un-located*

Dated: *02/01/1954* Recorded: *03/26/1954* Deed Book & Pg./Inst. No: *159-345*

(Terms, conditions and easements contained in deed,,,))

From: *Beulah B. Owens, widow, et als*

To: *Commonwealth of Virginia (St. Rt. 619 improvements)* Location: *Un-located*

Dated: *05/23/1978* Recorded: *09/18/1978* Deed Book & Pg./Inst. No: *335-829*

From: *Beulah M. Owens*

To: *Chesapeake and Potomac Telephone Company of Virginia* Location: *Un-located*

Dated: *02/02/1984* Recorded: *03/20/1984* Deed Book & Pg./Inst. No: *386-794*

(Easement granted to 'Wampler' by deed of Boudary Line Adjustment...)

From: *Boy Scouts of America – Blue Ridge Mountain Council*

To: *Bernard C. Wampler, Trustee...* Location: *PC 2, Slide 79, page 2*

Dated: *12/26/2007* Recorded: *02/19/2008* Deed Book & Pg./Inst. No: *080000814*

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as *PC 2, Slide 13, page 3:*

- 1. property extends to the 1850' contour line of Claytor Lake;*
- 2. soil road, possibly appurtenant to others, crosses the northerly and westerly portions of parcel; and*
- 3. overhead utility lines crossing the westerly portion of parcel.*

SHOWN ON OTHER PLATS OF RECORD as follows:

- 1. Plat recorded as PC 2, Slide 79, page 2 showing: 0/122 acre parcels exchanged with 'Wampler'.*

ACCESS:

() Public street(s) named:

(X) Appurtenant easement created by Deed Book & Pg./Inst. No.: *Originally granted in Deeds recorded in DB 156-18; DB 157-241 & DB 158-238*

(None) Road Maintenance Agreement in Deed Book & Pg./Inst. No.:

OTHER MATTERS:

Riparian rights

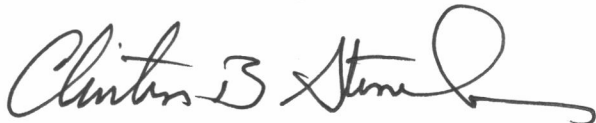
Rights of others to the use of appurtenant easements.

Deed Inst. No. 2004002727 also includes access to the new River and Claytor Lake

SEARCH TYPE: () Current Owner () Two Owner
() Standard Residential (X) Commercial
() Other:

BACK TITLE INFO RELIED UPON IS Policy/Case # (*Full Back Title – TW Case No. 4872724 & 5477906*). Items to be picked up from this policy affecting the property listed on page 1 are as follows:

EFFECTIVE DATE: 05/30/2023 @ 8:00 A.M.

A handwritten signature in black ink, appearing to read "Clinton B. Stoneking". The signature is fluid and cursive, with a large loop at the end of the last name.

SEARCHER; Clinton B. Stoneking, Staff Examiner

THIS REPORT CONSISTS OF 5 PAGES, excluding document copies, adverse sheets, etc

160000007

~~2016-7~~ Franklin Real Estate Company
12/1/2015 to (Correction)
1/4/2016 Blue Ridge Council Mountains Council Inc.

Boy Scouts of America
(The Boy Scouts of America - Blue Ridge Mountain Council)

2004-2727 Franklin Real Estate Company

5.6.04

to

Boy Scouts of America - Blue Ridge Mountain Council

6F.097 ±

Tlw access to New River + Chapter Cc

08-814 Blue Ridge Mountains Council Inc. Boy Scouts of America

12.26.07

+

2.19.08 Bernard C. Wampler Trustee

Exchange

1.22 ±

Tlw Rlw

FIDELITY NATIONAL TITLE GROUP, INC.

**Chicago Title, Commonwealth Land Title and Fidelity National Title Insurance Companies
Virginia Production Division**

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

CASE NO: 5477906

CUSTOMER: HomeTown Title Insurance Agency

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

Boy Scouts of America – Blue Ridge Mountain Council (X) corp

(X) UNDER THE FOLLOWING DEED(S):

Grantor(s): *Franklin Real Estate Company*

Dated: *05/06/2004* **Recorded:** *05/12/2004* **Deed Book & Pg./Inst. No:** *LR2004002727*

& Deed of Exchange and Boundary Line Adjustment

Grantor(s): *Bernard C. Wampler, Trustee under the Bernard C. Wampler
Qualified Personal Residential Trust*

Dated: *12/26/2007* **Recorded:** *02/19/2008* **Deed Book & Pg./Inst. No:** *080000814*

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

BRIEF LEGAL DESCRIPTION:

68.097 acres, more or less...Plat Cabinet 2, Slide 13, page 3.

LESS AND EXCEPT 0.122 acres conveyed to Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

TOGETHER WITH 0.122 acres acquired from Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Inst. No. 080000814. (Survey in PC 2, Slide 79, page 2)

(Closing Attorney will create a new legal description)

DEEDS OF TRUST: (X) None

JUDGMENTS: (x) None

LIENS HAVE BEEN CHECKED IN THE NAME OF THE FOLLOWING PURCHASER(S): N/A LIENS FOUND: N/A

UCC/FINANCING STATEMENTS: (X) None

TAX & ASSESSMENT INFORMATION: INFORMATION & PRINTOUT NOT WARRANTED. CONTACT TREASURER TO CONFIRM.

Assessed Owner: *Boy Scouts of America – Blue Ridge Mountain Council*

Assessed Description: *63.3670 acres*

Tax Map/ID# *075-001-0000-0021*

Account # *8172*

Land \$ *766,800.00* Improvements \$ *1,558,300.00* Total \$ *2,325,100.00*

Annual Amt \$(*Exempt*) Taxes Payable on:

Taxes Paid Thru: (*Exempt*) Delinquent Taxes:

Taxes a Lien, Not Yet Due: (*Exempt*)

Town Taxes, Exemptions, Rollback, Supplementals, Stormwater Fees, Etc: *None*

Property Address (not warranted): *4100 Adventure Base Road*

RESTRICTIONS AND/OR DECLARATIONS:

Terms, conditions, easements and restrictions contained in original out-conveyances from Appalachian Electric Power Company in deeds recorded in Deed Book 156-18; DB 157-241 & DB 158-238

Easements granted by AEPCO Include ingress/egress easements to the public road as well as access to the waters of Claytor Lake.

Easements reserved by AEPCO include:

1. Riparian and/or water rights in a nad to the New River...
2. Right to use roads now or hereafter constructed;
3. The right and easement to construct, operate, maintain, inspect and remove an electric power line...

Along with other restrictions as set forth in the said deeds.

&

Terms, conditions, easements and restrictions contained in the Deed to Boy Scouts of America – Blue Ridge Mountain Council, dated May 6, 2004 and recorded as Inst. No. LR2004002727.

DEEDED EASEMENTS:

From: *A. J. Owens and Beulah Booth Owens*
To: *Appalachian Electric Power Company* Location: *Un-located*
Dated: *02/01/1954* Recorded: *03/26/1954* Deed Book & Pg./Inst. No: *159-345*

(Terms, conditions and easements contained in deed,,,))

From: *Beulah B. Owens, widow, et als*
To: *Commonwealth of Virginia (St. Rt. 619 improvements)* Location: *Un-located*
Dated: *05/23/1978* Recorded: *09/18/1978* Deed Book & Pg./Inst. No: *335-829*

From: *Beulah M. Owens*
To: *Chesapeake and Potomac Telephone Company of Virginia* Location: *Un-located*
Dated: *02/02/1984* Recorded: *03/20/1984* Deed Book & Pg./Inst. No: *386-794*

(Easement granted to 'Wampler' by deed of Boudary Line Adjustment...)

From: *Boy Scouts of America – Blue Ridge Mountain Council*
To: *Bernard C. Wampler, Trustee...* Location: *PC 2, Slide 79, page 2*
Dated: *12/26/2007* Recorded: *02/19/2008* Deed Book & Pg./Inst. No: *080000814*

ITEMS SHOWN ON PLAT OF SUBDIVISION recorded in/as *PC 2, Slide 13, page 3:*

- 1. property extends to the 1850' contour line of Claytor Lake;*
- 2. soil road, possibly appurtenant to others, crosses the northerly and westerly portions of parcel; and*
- 3. overhead utility lines crossing the westerly portion of parcel.*

SHOWN ON OTHER PLATS OF RECORD as follows:

- 1. Plat recorded as PC 2, Slide 79, page 2 showing: 0/122 acre parcels exchanged with 'Wampler'.*

ACCESS:

() Public street(s) named:

(X) Appurtenant easement created by Deed Book & Pg./Inst. No.: *Originally granted in Deeds recorded in DB 156-18; DB 157-241 & DB 158-238*

(None) Road Maintenance Agreement in Deed Book & Pg./Inst. No.:

OTHER MATTERS:

Riparian rights

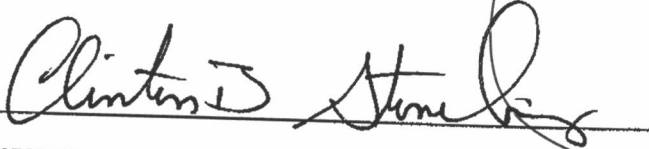
Rights of others to the use of appurtenant easements.

SEARCH TYPE: () Current Owner () Two Owner
() Standard Residential (X) Commercial
() Other:

BACK TITLE INFO RELIED UPON IS Policy/Case # (Full Back Title - TW Case No. 4872724 'Wampler'). Items to be picked up from this policy affecting the property listed on page 1 are as follows:

EFFECTIVE DATE: 09/28/2015 @ 8:00 A.M.

SEARCHER;



THIS REPORT CONSISTS OF _____ PAGES, excluding document copies, adverse sheets, etc

SELECTED SEARCH CRITERIA

Jurisdiction: 155 - Pulaski Circuit Court 06/01/2023 10:08AM

From Date

To Date

Available:

Detail Search

Search Date: -

THE BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COU
BOY SCOUTS OF AMERICA
BOY SCOUTS OF AMERICA BLUE RIDGE MOUNTAIN COUNCI
BOY SCOUTS OF AMERICA BLUE RIDGE MOUNTAINS
BOY SCOUTS OF AMERICA BLUE RIDGE MT COUNCIL
BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL

LR 202003966 Type: RFDT 11/13/2020 Pages: 21

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:

Pin or Map: 075-001-0000-0021

C

LR 160000702 Type: DTCL 3/18/2016 Pages: 15

Description: CLAYTOR LAKE

File: 1 Change: 0

Name Type: Grantor

Reverse Party: MOSES, WILLIAM C; TR

Book: Page:

Pin or Map: 075-001-0000-0021

LR 160000701 Type: DOT 3/18/2016 Pages: ~~12~~
Description: CLAYTOR LAKE
File: 1 Change: 0
Name Type: Grantor
Reverse Party: MOSES, WILLIAM C; TR

Book: Page:
Pin or Map: 075-001-0000-0021

LR 160000007 Type: DCOR 1/4/2016 Pages: 4
Description:
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SC

Book: Page:
Pin or Map:

LR 160000007 Type: DCOR 1/4/2016 Pages: 4
Description:
File: 1 Change: 0
Name Type: Grantee
Reverse Party: FRANKLIN REAL ESTATE COMPANY

Book: Page:
Pin or Map:

LR 080000815 Type: OPM 2/19/2008 Pages: 1
Description: CABINET 2 SLIDE 79 PAGE 2

Book: Page:
Pin or Map:

File: 1 Change: 0
Name Type: Grantor
Reverse Party: BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL

LR 080000815 Type: OPM 2/19/2008 Pages: 1
Description: CABINET 2 SLIDE 79 PAGE 2

Book: Page:
Pin or Map:

File: 1 Change: 0
Name Type: Grantee
Reverse Party: BOY SCOUTS OF AMERICA-BLUE RIDGE MOUNTAIN COUNCIL

LR 080000814 Type: DEX 2/19/2008 Pages: 10
Description: 0.122 ACRE

Book: Page:
Pin or Map: 075-001-0000-0021

File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED

LR 080000814 Type: DEX 2/19/2008 Pages: 10

Description: 0.122 ACRE

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED

Book: Page:

Pin or Map: 075-001-0000-0021

LR 200603723 Type: PM 8/1/2006 Pages: 0

Description: CAMP CLAYTOR WELL LOT 2

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BOY SCOUTS OF AMERICA BLUE RIDGE MOUNTAINS

Book: 52 Page: 8

Pin or Map:

LR 200603723 Type: PM 8/1/2006 Pages: 0

Description: CAMP CLAYTOR WELL LOT 2

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BOY SCOUTS OF AMERICA BLUE RIDGE MOUNTAINS

Book: 52 Page: 8

Pin or Map:

JD 050000658 Type: JD 5/25/2005 Pages: 4

Description:

File: 1 Change: 0

Name Type: Defendant

Reverse Party: BLACKBURN, BRENDA

Book: Page:

Pin or Map:

LR 200402727 Type: DG 5/12/2004 Pages: 7

Description: PROPERTY PULASKI COUNTY 68.097 ACRES

File: 1 Change: 0

Name Type: Grantee

Reverse Party: FRANKLIN REAL ESTATE COMPANY

Book: 000000 Page: 000000

Pin or Map:

LR 200400985 Type: DE 2/20/2004 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: 000000 Page: 000000

Pin or Map: 109-1-43

3

LR 200202509 Type: DE 4/23/2002 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: 000000 Page: 000000

Pin or Map:

LR 200101369 Type: CSTEP 3/21/2001 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: 000000 Page: 000000

Pin or Map:

LR 200101369 Type: CSTEP 3/21/2001 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: 000000 Page: 000000

Pin or Map:

LR 200001469 Type: DE 3/23/2000 Pages: 8

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: 000000 Page: 000000

Pin or Map:

LR 200001469 Type: DE 3/23/2000 Pages: 8

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: 000000 Page: 000000

Pin or Map:

LR 199902327 Type: DE 4/23/1999 Pages: 4

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER COMPANY

Book: 000000 Page: 000000

Pin or Map:

(243-303)

LR 199603826 Type: DE 9/10/1996 Pages: 3

Description: EASEMENT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: COMMONWEALTH OF VIRGINIA

Book: 579 Page: 679

Pin or Map:

PAGE 679

SELECTED SEARCH CRITERIA

Jurisdiction: 155 - Pulaski Circuit Court 06/01/2023 09:31AM

From Date

To Date

Available:

Detail Search

Search Date: -

BLUE RIDGE MOUNTAIN COUNCIL
BLUE RIDGE MOUNTAIN COUNCIL BOY SCOUTS OF AMERICA
BLUE RIDGE MOUNTAIN COUNCIL INC
BLUE RIDGE MOUNTAIN COUNCIL INC BOY SCOU
BLUE RIDGE MOUNTAIN COUNCIL INC BOY SCOUTS
BLUE RIDGE MOUNTAIN COUNCIL INC BOY SCOUTS OF AMER
BLUE RIDGE MOUNTAIN COUNCIL OF THE BOY SCOUTS
BLUE RIDGE MOUNTAINS COUNCIL
BLUE RIDGE MOUNTAINS COUNCIL BOY SCOTTS OF AMERI
BLUE RIDGE MOUNTAINS COUNCIL BOY SCOUTS OF AMERIC
BLUE RIDGE MOUNTAINS COUNCIL INC
BLUE RIDGE MOUNTAINS COUNCIL INC BOY SC OF AM
BLUE RIDGE MOUNTAINS COUNCIL INCORP BSA, VA CORP
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED BOY SC
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SC
BLUE RIDGE MOUNTAINS COUNCIL INC
BLUE RIDGE MOUNTAINS COUNCIL INC BOY SC OF AM
BLUE RIDGE MOUNTAINS COUNCIL INCORP BSA, VA CORP
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED BOY SC
BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SC

BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED, BOY SCO
BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED
BLUE RIDGE MOUNTAIN COUNCIL INC
BLUE RIDGE MOUNTAINS COUNCIL BOY SCOUTS OF AM

LR 202100849 Type: CS 3/8/2021 Pages: 3

Description: 4100 ADVENTURE BASE RD

File: 1 Change: 0 *16-701*

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: Page:
Pin or Map:

LR 202100849 Type: CS 3/8/2021 Pages: 3

Description: 4100 ADVENTURE BASE RD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: Page:
Pin or Map:

LR 202100821 Type: CS 3/4/2021 Pages: 3

Description: 4100 ADVENTURE BASE RD

File: 1 Change: 0 *16-702*

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: Page:
Pin or Map: 075-001-0000-0021

LR 202100821 Type: CS 3/4/2021 Pages: 3

Description: 4100 ADVENTURE BASE RD

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: Page:
Pin or Map: 075-001-0000-0021

LR 202003966 Type: RFDT 11/13/2020 Pages: 21

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: AMERICAN NATIONAL BANK AND TRUST COMPANY

Book: Page:
Pin or Map: 075-001-0000-0021

C

LR 160003458 Type: AMEND 11/10/2016 Pages: 8
Description: PARCEL IS APPROXIMATELY 13,746.1 ACRES
File: 1 Change: 0
Name Type: Grantor
Reverse Party: PINEWOOD WIND, LLC, A DELAWARE LLC

Book: Page:
Pin or Map: 109-001-0000-0043

LR 160000702 Type: DTCL 3/18/2016 Pages: 15
Description: CLAYTOR LAKE
File: 1 Change: 0
Name Type: Grantor
Reverse Party: MOSES, WILLIAM C; TR

2,000,000 ANB & JC G
Book: Page:
Pin or Map: 075-001-0000-0021

LR 160000701 Type: DOT 3/18/2016 Pages: 12
Description: CLAYTOR LAKE
File: 1 Change: 0
Name Type: Grantor
Reverse Party: MOSES, WILLIAM C; TR

2,467,352.65 ANB & JT G
Book: Page:
Pin or Map: 075-001-0000-0021

LR 160000007 Type: DCOR 1/4/2016 Pages: 4
Description:
File: 1 Change: 0
Name Type: Grantee
Reverse Party: FRANKLIN REAL ESTATE COMPANY

Book: Page:
Pin or Map:

LR 140002760 Type: OPM 9/12/2014 Pages: 3
Description: PLAT BOOK 148 PG 5
File: 1 Change: 0
Name Type: Grantor
Reverse Party: SHOWALTER, NANETTE J

Book: Page:
Pin or Map:

LR 130003804 Type: OPL 10/15/2013 Pages: 7
Description: MOUNTAIN LAND/JONES MTN {OTTARI}
File: 1 Change: 0
Name Type: Grantor
Reverse Party: PINEWOOD WIND, LLC, A DELAWARE LIMITED LIABILITY

Book: Page:
Pin or Map: 109-001-0000-0043

C

C

C

LR 120003200 Type: CR 9/10/2012 Pages: 6

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: ATLANTIC WIND, LLC

Book: Page:

Pin or Map: 109-001-0000-0043

11.2140

LR 120001167 Type: DE 4/4/2012 Pages: 3

Description: 2881 SIMPKINSTOWN RD EASEMENT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:

Pin or Map: 109-001-0000-0043

LR 110002140 Type: OPL 7/11/2011 Pages: 8

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: ATLANTIC WIND LLC

Book: Page:

Pin or Map: 109-001-0000-0043

Terminated

LR 100003639 Type: OPM 11/3/2010 Pages: 1

Description: CABINET 2 SLIDE 112 PAGE 1

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: Page:

Pin or Map:

LR 100003639 Type: OPM 11/3/2010 Pages: 1

Description: CABINET 2 SLIDE 112 PAGE 1

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: Page:

Pin or Map:

LR 100002638 Type: OPM 8/18/2010 Pages: 1

Description: CABINET 2 SLIDE 109 PAGE 2

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:

Pin or Map:

LR 100002638 Type: OPM 8/18/2010 Pages: 1
Description: CABINET 2 SLIDE 109 PAGE 2
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002637 Type: OPM 8/18/2010 Pages: 1
Description: CABINET 2 SLIDE 109 PAGE 1
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002637 Type: OPM 8/18/2010 Pages: 1
Description: CABINET 2 SLIDE 109 PAGE 1
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002636 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 10
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002636 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 10
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002635 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 9
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002635 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 9
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002634 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 8
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002634 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 8
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002633 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 7
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

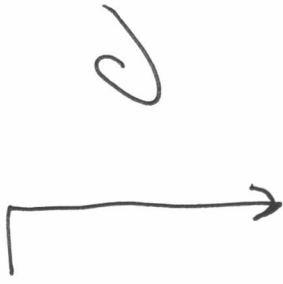
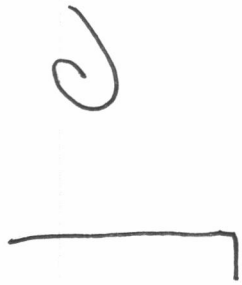
Book: Page:
Pin or Map:

LR 100002633 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 7
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002632 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 6
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:



LR 100002632 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 6
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002631 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 5
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002631 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 5
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002630 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 4
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002630 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 4
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002629 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 3
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002629 Type: OPM 8/18/2010 Pages: 2
Description: CABINET 2 SLIDE 108 PAGE 3
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL

Book: Page:
Pin or Map:

LR 100002462 Type: DE 8/4/2010 Pages: 3
Description: MAX CREEK RD/ EASEMENT
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:
Pin or Map: 109-001-0000-0043

LR 090002875 Type: DE 7/22/2009 Pages: 3
Description: EASEMENT
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:
Pin or Map: 109-001-0000-0043

LR 090002615 Type: DE 7/2/2009 Pages: 3
Description: EASEMENT
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:
Pin or Map: 109-001-0000-0043

LR 090001279 Type: DE 4/7/2009 Pages: 3
Description: EASEMENT
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:
Pin or Map: 109-001-0000-0043

LR 080000814 Type: DEX 2/19/2008 Pages: 10
Description: 0.122 ACRE
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED

Book: Page:
Pin or Map: 075-001-0000-0021

C

LR 080000814 Type: DEX 2/19/2008 Pages: 10
Description: 0.122 ACRE
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED

Book: Page:
Pin or Map: 075-001-0000-0021

C

LR 080000338 Type: DE 1/24/2008 Pages: 3
Description: EASEMENT
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER COMPANY

Book: Page:
Pin or Map:

LR 200600656 Type: PM 2/16/2006 Pages: 0
Description: WELL DEDICATION *7B 42 - 1*
File: 1 Change: 0
Name Type: Grantee
Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL BOY SCOUTS OF AMERICA

Book: 42 Page: 1
Pin or Map:

C

LR 200600656 Type: PM 2/16/2006 Pages: 0
Description: WELL DEDICATION
File: 1 Change: 0
Name Type: Grantor
Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL BOY SCOUTS OF AMERICA

Book: 42 Page: 1
Pin or Map:

JD 050000658 Type: JD 5/25/2005 Pages: 4
Description:
File: 1 Change: 0
Name Type: Defendant
Reverse Party: BLACKBURN, BRENDA

Book: Page:
Pin or Map:

C

LR 200502401 Type: DE 5/3/2005 Pages: 3
Description:
File: 1 Change: 0
Name Type: Grantor
Reverse Party: APPALACHIAN POWER CO

Book: ~~000000~~ Page: 000000
Pin or Map: *109-1-4B*

LR 200407116 Type: ORDER 12/1/2004 Pages: 6

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLACKBURN, BRENDA

Book: 000000 Page: 000000

Pin or Map:

LR 200407063 Type: DE 11/29/2004 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: ~~000000~~ Page: 000000

Pin or Map: 109-1-43

LR 200407062 Type: DE 11/29/2004 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: ~~000000~~ Page: 000000

Pin or Map: 109-1-43

LR 200406740 Type: OTHER 11/10/2004 Pages: 4

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLACKBURN, BRENDA

Book: 000000 Page: 000000

Pin or Map:

Dismissed

LR 200400985 Type: DE 2/20/2004 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: 000000 Page: 000000

Pin or Map: 109-1-43

103-1-3

LR 200202509 Type: DE 4/23/2002 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: 000000 Page: 000000

Pin or Map:

LR 200101369 Type: CSTEP 3/21/2001 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: 000000 Page: 000000

Pin or Map:

109-1-43

LR 200101369 Type: CSTEP 3/21/2001 Pages: 2

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAIN COUNCIL

Book: 000000 Page: 000000

Pin or Map:

LR 200001469 Type: DE 3/23/2000 Pages: 8

Description:

File: 1 Change: 0

Name Type: Grantee

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: 000000 Page: 000000

Pin or Map:

OK

LR 200001469 Type: DE 3/23/2000 Pages: 8

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: BLUE RIDGE MOUNTAINS COUNCIL INC

Book: 000000 Page: 000000

Pin or Map:

LR 199902327 Type: DE 4/23/1999 Pages: 4

Description:

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER COMPANY

Book: 000000 Page: 000000

Pin or Map:

(243.303)

LR 199702949 Type: DE 7/11/1997 Pages: 2

Description: EASEMENT

File: 1 Change: 0

Name Type: Grantor

Reverse Party: APPALACHIAN POWER CO

Book: 597 Page: 392

Pin or Map:

LR 199602001 Type: **DE 5/22/1996** Pages: **3**
Description: **HIWASSEE DISTRICT PULASKI COUNTY**
File: **1** Change: **0** Book: **572** Page: **846**
Name Type: **Grantor** Pin or Map:
Reverse Party: **APPALACHIAN POWER CO**

LR 054200560 Type: **LM 8/23/1994** Pages: **1**
Description: **MECHANICS LIEN**
File: **1** Change: **0** Book: **542** Page: **560**
Name Type: **Grantor** Pin or Map:
Reverse Party: **MCELROY METAL INC**

LR 054000435 Type: **DE 7/12/1994** Pages: **2**
Description: **EASEMENT PULASKI COUNTY**
File: **1** Change: **0** Book: **540** Page: **435**
Name Type: **Grantor** Pin or Map:
Reverse Party: **APPALACHIAN POWER CO**

LR 052600482 Type: **DE 10/8/1993** Pages: **2**
Description: **EASEMENT PULASKI COUNTY**
File: **1** Change: **0** Book: **526** Page: **482**
Name Type: **Grantor** Pin or Map:
Reverse Party: **APPALACHIAN POWER CO**

LR 048500122 Type: **DBS 2/1/1991** Pages: **0**
Description: **PROPERTY PULASKI COUNTY**
File: **1** Change: **0** Book: **485** Page: **122**
Name Type: **Grantor** Pin or Map:
Reverse Party: **COMMONWEALTH OF VIRGINIA**

LR 037100837 Type: **AGL 9/8/1982** Pages: **7**
Description: **LEASE**
File: **1** Change: **0** Book: **371** Page: **837**
Name Type: **Grantor** Pin or Map:
Reverse Party: **LOUISIANA LAND & EXPLORATION CO**

LR 036600377 Type: **DBS 1/11/1982** Pages: **2**
Description: **PROPERTY PULASKI COUNTY**
File: **1** Change: **0**
Name Type: **Grantee**
Reverse Party: **RADFORD UNIVERSITY BD OF VISITORS**

Book: **366** Page: **377**
Pin or Map:

LR 035700658 Type: **DE 12/23/1980** Pages: **4**
Description: **EASEMENT PULASKI COUNTY**
File: **1** Change: **0**
Name Type: **Grantor**
Reverse Party: **C & P TELEPHONE CO**

Book: **357** Page: **658**
Pin or Map:

LR 033100801 Type: **DG 5/11/1978** Pages: **2**
Description: **PROPERTY PULASKI COUNTY**
File: **1** Change: **0**
Name Type: **Grantee**
Reverse Party: **YEAGER, KATHRYN S**

Book: **331** Page: **801**
Pin or Map:

Name	Count	Business
PETERSON, AUSTIN C	1	N
PETERSON, CRYSTAL GALE	1	N
PETERSON, DAVID H	2	N
PETERSON, GLEN S	2	N

VIRGINIA LAND RECORD COVER SHEET

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

FORM A – COVER SHEET CONTENT

Instrument Date: 11/13/2020

Instrument Type: RFDT

Number of Parcels: 4 Number of Pages: 17

[] City [X] County PULASKI
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

(Area Above Reserved For Deed Stamp Only)

1 X Grantor: BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED

2 X Grantor: BOY SCOUTS OF AMERICA

1 X Grantee: AMERICAN NATIONAL BANK AND TRUST COMPANY

2 X Grantee: CLEMENT & WHEATLEY; TR

Grantee Address

Name: AMERICAN NATIONAL BANK AND TRUST COMPANY

Address:

City: State: VA Zip Code:

Consideration: \$3,970,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$3,706,470.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

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

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

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 075-001-0000-0021

Short Property Description:

Current Property Address:

City: RADFORD State: VA Zip Code: 24141

Instrument Prepared By: AMERICAN NATIONAL BANK Recording Paid By: VIRGINIA TITLE CENTER

Recording Returned To: VIRGINIA TITLE CENTER

Address: 3565 ELECTRIC ROAD, ST J

City: ROANOKE State: VA Zip Code: 24018



VIRGINIA LAND RECORD COVER SHEET

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

FORM C – ADDITIONAL PARCELS

Instrument Date: 11/13/2020

Instrument Type: RFDT

Number of Parcels: 4 Number of Pages: 17

[] City [X] County PULASKI
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 075-001-0000-0019

Short Property Description:

Current Property Address:

City: RADFORD State: VA Zip Code: 24141

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

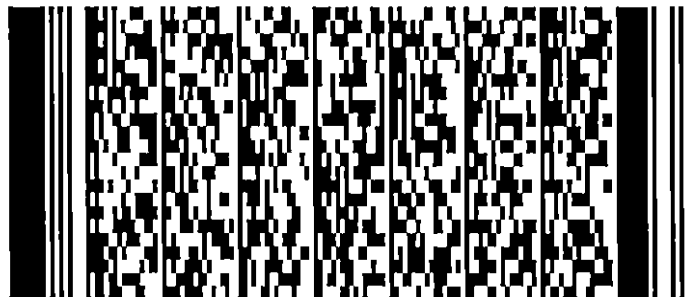
Parcel Identification Number/Tax Map Number: 103-001-0000-0043

Short Property Description:

Current Property Address:

City: HIWASSEE State: VA Zip Code: 24347

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

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

FORM C – ADDITIONAL PARCELS

Instrument Date: 11/13/2020

Instrument Type: RFDT

Number of Parcels: 4 Number of Pages: 17

[] City [X] County PULASKI
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 109-001-0000-0043

Short Property Description:

Current Property Address:

City: HIWASSEE State: VA Zip Code: 24347

Prior Recording At:

[] City [] County Percentage In This Jurisdiction:

Book Number: Page Number: Instrument Number:

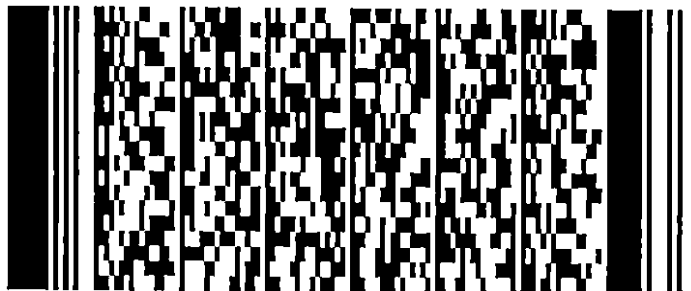
Parcel Identification Number/Tax Map Number:

Short Property Description:

Current Property Address:

City: State: Zip Code:

(Area Above Reserved For Deed Stamp Only)



VIRGINIA LAND RECORD COVER SHEET

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

FORM A - COVER SHEET CONTENT

Instrument Date: 11/13/2020

Instrument Type: RFDT

Number of Parcels: 1 Number of Pages: 17

City County ROANOKE CITY
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

Grantor:

Grantee:

Business/Name

(Area Above Reserved For Deed Stamp Only)

1 X Grantor: BLUE RIDGE MOUNTAINS COUNCIL INCORPORATED

2 X Grantor: BOY SCOUTS OF AMERICA

1 X Grantee: AMERICAN NATIONAL BANK AND TRUST COMPANY

2 X Grantee: CLEMENT & WHEATLEY; TR

Grantee Address

Name: AMERICAN NATIONAL BANK AND TRUST COMPANY

Address:

City: State: VA Zip Code:

Consideration: \$3,970,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$244,230.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

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

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

Prior Recording At: City County Percentage In This Jurisdiction: 100% 6.15%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 2270222

Short Property Description: TRACT B 2.28 ACRES

Current Property Address:

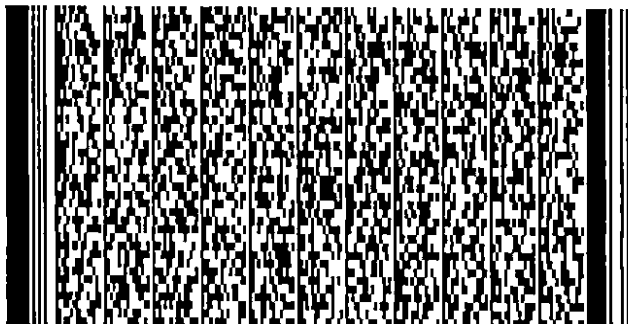
City: ROANOKE State: VA Zip Code: 24012

Instrument Prepared By: AMERICAN NATIONAL BANK Recording Paid By: VIRGINIA TITLE CENTER

Recording Returned To: VIRGINIA TITLE CENTER

Address: 3565 ELECTRIC ROAD, ST J

City: ROANOKE State: VA Zip Code: 24018



PG 129 NO 6520

Instrument 200012269

RECORDED IN THE CLERK'S OFFICE OF
ROANOKE CITY CIRCUIT COURT ON
NOVEMBER 13, 2020 AT 12:52 PM
BRENDA S. HAMILTON, CLERK
RECORDED BY: CAB

WHEN RECORDED MAIL TO:**AMERICAN NATIONAL BANK AND TRUST COMPANY, Ogden Road Office, 3000 Ogden Rd, Roanoke, VA 24018**Tax Map Reference No(s): **075-001-0000-0021; 103-001-00000-0003; 109-001-0000-0043; 2270222 & 075-001-0000-0019**

Page 1

**DEED OF TRUST****THIS IS A CREDIT LINE DEED OF TRUST****Maximum aggregate amount of principal
to be secured hereby at any one time: \$3,970,000.00****Name and address of Noteholder secured hereby:
AMERICAN NATIONAL BANK AND TRUST COMPANY
3000 Ogden Rd
Roanoke, VA 24018**

THIS DEED OF TRUST is dated November 13, 2020, among Blue Ridge Mountains Council, Incorporated, Boy Scouts of America, whose address is 2131 Valley View Blvd NW, Roanoke, VA 24012-2031 ("Grantor"); AMERICAN NATIONAL BANK AND TRUST COMPANY, whose address is Ogden Road Office, 3000 Ogden Rd, Roanoke, VA 24018 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Clement & Wheatley, A Professional Corporation, an entity organized under the laws of the Commonwealth of Virginia or of the United States of America, whose address is 549 Main Street P. O. Box 8200, Danville, VA 24541 ("Grantee," also referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys, transfers, encumbers and pledges and assigns to Trustee for the benefit of Lender as Beneficiary, all of Grantor's present and future right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Pulaski County; Floyd County and City of Roanoke, Commonwealth of Virginia:

See Schedule "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 4100 Adventure Base Rd, Radford, VA 24141; 2600 Max Creek Road, Hiwassee, VA 24347; 2131 Valley View Boulevard NW, Roanoke, VA 24012 and 6380 Owens Road, Radford, VA 24141. The Real Property Tax Map Reference No(s) is/are 075-001-0000-0021; 103-001-00000-0003; 109-001-0000-0043; 2270222 & 075-001-0000-0019.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

Grantor presently, absolutely, and irrevocably assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 2

security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) acting as Lender's agent, collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 3

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Virginia law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 4

hazard, business interruption, and boiler insurance, as Lender may require. Policies shall be written in form, amounts, coverages and basis acceptable to Lender and issued by a company or companies acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants generally that: (a) Grantor holds good and marketable title to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 5

forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 6

Personal Property not affixed to the Property in a manner and at a place convenient to Lender and make it available to Lender promptly following Lender's request to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any

proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay. This right is in addition to all other rights given to holders of promissory notes under Title 55.1 of the Code of Virginia, as amended.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. In any foreclosure by notice and sale, the advertisement of sale by the Trustee shall be published once a week for two successive weeks in a newspaper having general circulation in a city or county where the Real Property, or any part of it, is located. Grantor expressly waives and releases any requirement or obligation that Lender or Trustee present evidence or otherwise proceed before any court or other judicial or quasi-judicial body as a precondition to or otherwise incident to the exercise of the powers of sale authorized by this Deed of Trust. The proceeds of sale shall be applied by Trustee as follows: (a) first, to pay all proper advertising expenses, auctioneer's allowance, the expenses, if any, required to correct any irregularity in the title, premium for Trustee's bond, auditor's fee, attorneys' fees, and all other expenses of sale incurred in or about the protection and execution of this Deed of Trust, and all moneys advanced for taxes, assessments, insurance, and with interest thereon at the rate provided in the Note, and all taxes and assessments due upon the Property at time of sale, and to retain as compensation a reasonable Trustee's commission; (b) second, to pay the whole amount then remaining unpaid on the Indebtedness; (c) third, to pay liens of record against the Property according to their priority of lien and to the extent that funds remaining in Trustee's hands are available; and (d) last, to pay the remainder of the proceeds, if any, to Grantor, Grantor's heirs, personal representatives, successors or assigns upon the delivery and surrender to the purchaser of possession of the Property, less costs and expenses of obtaining possession.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the

name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fourteen (14) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, a reasonable Trustee's commission and reasonable attorney fees incurred by the Trustee in performing its duties under the Deed of Trust, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee (and each of them if more than one) shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 9

foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, at any time hereafter and without prior notice and without specifying any reason, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office in the jurisdiction where this Deed of Trust has been recorded. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name of the successor trustee and the county, city or town in which he or she resides, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Power to Act Separately. If more than one Trustee is named in this Deed of Trust, any Trustee may act alone, without the joinder of any other Trustee, to exercise any or all the powers given to the Trustees collectively in this Deed of Trust or by applicable law.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, if hand delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the Commonwealth of Virginia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the applicable courts for the City of Roanoke, Commonwealth of Virginia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to

subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the Commonwealth of Virginia as to all Indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means AMERICAN NATIONAL BANK AND TRUST COMPANY, and its successors and assigns.

Borrower. The word "Borrower" means Blue Ridge Mountains Council, Incorporated, Boy Scouts of America and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Blue Ridge Mountains Council, Incorporated, Boy Scouts of America.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**DEED OF TRUST
(Continued)**

Loan No: 5001275055

Page 11

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means AMERICAN NATIONAL BANK AND TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note dated November 13, 2020, in the original principal amount of **\$3,470,000.00** from Grantor to Lender, together with all modifications of and renewals, replacements, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Clement & Wheatley, A Professional Corporation, whose address is 549 Main Street P. O. Box 8200, Danville, VA 24541 and any substitute or successor trustees. If more than one person is named as trustee, the word "Trustee" means each such person.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

THIS DEED OF TRUST IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS DEED OF TRUST IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

DEED OF TRUST
(Continued)

Loan No: 5001275055

Page 12

GRANTOR:

BLUE RIDGE MOUNTAINS COUNCIL, INCORPORATED, BOY SCOUTS OF AMERICA

By: [Signature] Scout Executive 11/13/20
(Seal)
George D Clay, II, Scout Executive of Blue Ridge Mountains Council, Incorporated, Boy Scouts of America

CORPORATE ACKNOWLEDGMENT

STATE OF Virginia)
) SS
COUNTY OF Roanoke)

On this 13 day of November, 20 20, before me, the undersigned Notary Public, personally appeared **George D Clay, II, Scout Executive of Blue Ridge Mountains Council, Incorporated, Boy Scouts of America**, and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By [Signature]
Notary Public in and for Virginia

Residing at Roanoke, VA
My commission expires 08/31/24
My registration number is 7871785

ALEXANDER LUIS MARIN
NOTARY PUBLIC
REGISTRATION # 7871785
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
AUGUST 31, 2024

Schedule A

Parcel 1:

All that certain lot or parcel of land lying and being in the City of Roanoke, Virginia, and more particularly described as follows:

New Tract B containing 2.28 acres, on easterly side of Valley View Boulevard and North side of Marr Street as shown on map of record in the Clerk's Office of the Circuit Court of the City of Roanoke, Virginia in Map Book 1 at Page 556.

Parcel 2:

All that certain tract or parcel of land situate on the right (when facing downstream) side of the New River and Claytor Lake, in the Ingles Magisterial District (formerly the Hiawasee Magisterial District), in Pulaski County, Virginia, more particularly described as follows:

Beginning at a point on right-of-way VSR 663, common corner to Lucy Wright and Franklin Real Estate Company, thence leaving said VSR 663, along Lucy Wright line, N 00° 45' E, passing iron on line at 8.14 feet, a total distance of 397.14 feet to a concrete monument found, thence along Franklin Real Estate Company and Lucy Wright, N 30° 41' 09" W, 661.31 feet to a square iron rod, thence N 07° 13' 52" W, 520.65 feet to a concrete monument found at a fence corner, thence leaving Lucy Wright property and with a new line through Franklin Real Estate Company property, N 52° 47' 36" E, passing iron pins on line at 308.52 feet, at 1,171.67 feet, at 1,364.38 feet, a total distance of 1,493.78 feet to an iron pin set on contour line 1850 by spring box on Claytor Lake, thence along said 1850 contour line of Claytor Lake the following calls:

- S 66° 54' 08" E, 50.37 feet to a point,
- S 69° 30' 36" E, 51.66 feet to a point,
- S 82° 43' 17" E, 71.92 feet to a point,
- S 60° 28' 13" E, 74.91 feet to a point,
- S 63° 25' 43" E, 56.78 feet to a point,
- S 17° 15' 43" E, 26.89 feet to a point,
- S 17° 05' 15" W, 22.44 feet to a point,
- S 33° 29' 30" W, 25.28 feet to a point,
- S 63° 24' 25" E, 49.15 feet to a point,
- S 38° 25' 35" E, 51.31 feet to a point,
- N 61° 50' 57" E, 75.16 feet to a point,
- S 77° 36' 16" E, 24.97 feet to a point,

S 48° 51' 46" E, 31.96 feet to a point,
S 10° 13' 22" E, 23.07 feet to a point,
S 75° 17' 42" E, 63.10 feet to a point,
S 65° 11' 40" E, 46.21 feet to a point,
S 59° 53' 08" E, 59.77 feet to a point,
S 32° 24' 07" E, 28.46 feet to a point,
S 16° 34' 21" E, 23.95 feet to a point,
S 10° 34' 08" W, 42.02 feet to a point,
S 19° 23' 58" W, 42.81 feet to a point,
S 21° 43' 12" W, 56.79 feet to a point,
S 48° 13' 21" W, 79.59 feet to a point,
S 32° 19' 56" W, 49.79 feet to a point,
S 63° 28' 46" W, 53.23 feet to a point,
S 85° 30' 55" W, 43.62 feet to a point,
S 75° 11' 50" W, 27.91 feet to a point,
S 54° 15' 36" W, 57.88 feet to a point,
S 65° 20' 41" W, 94.83 feet to a point,
S 67° 04' 14" W, 35.79 feet to a point,
S 55° 52' 27" W, 52.68 feet to a point,
S 27° 06' 15" E, 6.10 feet to a point,
N 89° 58' 22" E, 80.11 feet to a point,
N 84° 53' 22" E, 45.63 feet to a point,
N 66° 05' 01" E, 46.87 feet to a point,
N 49° 20' 26" E, 28.40 feet to a point,
N 41° 17' 11" E, 31.57 feet to a point,
N 78° 20' 16" E, 24.96 feet to a point, to an iron pin found on 1850 contour line, thence leaving 1850 contour line and with Bernard C. Wampler lines, S 05° 18' 49" W, 76.54 feet to an iron rod found on North edge soil and rock road bed, thence generally along said road bed the following calls:
N 78° 35' 16" E, 15.05 feet,
N 76° 18' 00" E, 18.55 feet,

N 79° 03' 00" E, 13.64 feet,

S 85° 11' 00" E, 16.52 feet,

S 61° 39' 00" E, 21.61 feet,

S 42° 58' 00" E, 20.70 feet,

S 38° 37' 09" E, 16.94 feet to an iron rod found on East side of said road bed; thence generally along said road bed S 03° 38' 28" E, 622.52 feet to an iron pin set in center of said road bed, thence leaving said road bed S 24° 08' W, 76.80 feet to an iron rod found, thence crossing said road bed, S 88° 45' 30" E, 55.10 feet to a pipe found on West side of a 24" marked White Oak, corner to Frances H. Claytor, thence with Claytor lines and running +/- 20 feet East of and generally parallel to center line of aforesaid soil and gravel road bed, the following calls:

S 42° 43' 57" W, 101.73 feet,

S 55° 04' W, 92.46 feet,

S 46° 36' W, 34.35 feet,

S 27° 06' W, 34.23 feet,

S 03° 33' W, 69.56 feet,

S 03° 27' W, 140.89 feet,

S 14° 30' W, 70.46 feet,

S 35° 01' W, 102.04 feet,

S 25° 01' W, 71.41 feet,

S 11° 49' W, 42.71 feet,

S 28° 39' W, 48.29 feet,

S 50° 01' W, 66.55 feet,

S 71° 05' W, 89.52 feet,

N 80° 14' W, 73.07 feet,

N 60° 17' W, 61.65 feet,

N 86° 46' W, 16.79 feet,

S 42° 18' W, 92.92 feet,

S 43° 37' W, 106.07 feet,

S 38° 22' W, 69.70 feet,

S 00° 44' 11" W, 57.32 feet to an iron pin set on North right-of-way VSR 663; thence along Northern right-of-way VSR 663, N 59° 43' 08" W, 67.90 feet to a point, N 66° 44' 22" W, 56.02 to a point, N 75° 14' 15" W, 85.36 feet to a point, N 83° 06' 15" W, 72.53 feet to a point, N 89° 37' W, 113.16 feet to a point, S

85° 25' W, 125.42 feet to a point, S 86° 22' 51" W, 79.67 feet to the Point of Beginning and containing 68.097 acres, as more particularly shown on "Plat Prepared For: Franklin Real Estate Company Ingles District Pulaski County, Virginia," dated March 9, 2001, prepared by J. L. Zeh, Certified Land Surveyor, Less and Except 0.122 acres conveyed to Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Instrument No. 080000814. (Survey in PC 2, Slide 79, Page 2),

Together with 0.122 acres acquired from Bernard C. Wampler, Trustee under the Bernard C. Wampler Qualified Personal Residential Trust by Deed and Property Line Adjustment dated December 26, 2007 and recorded as Instrument No. 080000814. (Survey in PC 2, Slide 79, Page 2).

Parcel 3:

Tract 1: All that certain tract or parcel of land lying and being in the Hiawassi Magisterial District, Pulaski County, Virginia, containing thirty (30) acres, more or less, bounded and described as follows:

Beginning at a double ask, near a branch and running north 60° W. 93 1/3 poles to a painted stone on Jones' Mountain; thence S. 14° 38' W. 70 poles to a large white pine, near a branch; thence down said branch as it meanders to the place of Beginning.

Tract 2: All that certain lot or parcel of land located in the Ingles Magisterial District of Pulaski County, Virginia, containing 13,679.08 acres, more or less, the entire perimeter of which is shown on the following plats of survey by Austin L. Phillips, L.S., of record in the Clerk's Office of the Circuit Court of Pulaski County, Virginia:

- a. "Plat of Survey for Boy Scouts of America," dated June 22, 2000, and recorded in Plat Cabinet 2, Slide 109, Page 1.
- b. "Plat of Survey for Boy Scouts of America," dated March 18, 1999, and recorded in Plat Cabinet 2, Slide 109, Page 2.
- c. "Plat of Survey for Blue Ridge Mountains Council," dated November 3, 2003, designated Job No. 2403, and recorded in Plat Cabinet 2, Slide 108, Page 3.
- d. "Plat of Survey for Boy Scouts of America," dated September 1, 1997, and recorded in Plat Cabinet 2, Slide 108, Page 4.
- e. "Plat of Survey for Boy Scouts of America," dated September 9, 1997, and recorded in Plat Cabinet 2, Slide 108, Page 5.
- f. "Plat of Survey of Section 86A-98 for the Boy Scouts of America," dated July 11, 2001, and recorded in Plat Cabinet 2, Slide 108, Page 6.
- g. "Plat of Survey for Blue Ridge Mountains Council," dated January 2, 2003, designated Job No. 2101, and recorded in Plat Cabinet 2, Slide 108, Page 7.
- h. "Plat of Survey for Blue Ridge Mountains Council," dated November 1, 2003, designated Job No. 3902, and recorded in Plat Cabinet 2, Slide 108, Page 8.
- i. "Plat of Survey for Blue Ridge Mountains Council," dated October 28, 2003 and November 4, 2003,

designated Job No. 102, and recorded in Plat Cabinet 2, Slide 108, Pages 9 & 10.

Tract 3: All that certain tract or parcel of land located in Floyd County, Virginia, containing 6.426 acres, more or less, a shown on that certain plat of survey entitled, "Boundary Line Relocation Plat for Blue Ridge Mountains Council and Nannette J. Showalter Showing 6.426 Acres to be Acquired by Blue Ridge Mountains Council from Nanette J. Showalter," dated May 7, 2014, designated Job No. 81310229.00, and recorded in the Clerk's Office of the Circuit Court for Floyd County, Virginia, as Instrument Number 140001473.

****As to Roanoke City property only:** This is a refinancing of an existing indebtedness secured by a deed of trust recorded as instrument number 160002513 and 160002514. In accordance with the provisions of 58.1-803e of the code of Virginia, this instrument qualifies for reduced recordation taxes.

****As to Pulaski County property only:** This is a refinancing of an existing indebtedness secured by a deed of trust recorded as instrument number 2016000701 and 2016000702. In accordance with the provisions of 58.1-803e of the code of Virginia, this instrument qualifies for reduced recordation taxes.

****As to Floyd County Property only:** This is **NOT** a refinance recording for this County. All normal recording fees, state and local taxes will be assessed based on \$19,300.00 which is the assessed value of this property.

U. S. Revenue Stamp \$13.20.

THIS DEED, made this 17th day of August, 1953, by and between Appalachian Electric Power Company, a Virginia corporation, party of the first part, and H. Rudolph Hartwell and Juliette C. Hartwell, his wife, tenants by the entirety, of Radford, Virginia, parties of the second part:

W I T N E S S E T H :

THAT: FOR AND in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, and in consideration of the covenants of the parties of the second part hereinafter set forth, the party of the first part does hereby remise, release and forever quitclaim unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, subject to the exceptions, reservations, covenants and conditions hereinafter set forth, that certain parcel of land situate on the right (when facing downstream) side of New River and lying and being in Hiawassie Magisterial District in the County of Pulaski in the State of Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at a point in a new line through the lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) which new line is a boundary of that certain 0.828 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan and Harriet H. Minichan, his wife, by deed of even date, which point is located S. 3 deg. 35 min. E., 35.5 feet through said 0.828 acre tract of land from a corner in the boundary line between said 0.828 acre tract of land and that certain 4.137 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan and Harriet H. Minichan, his wife, by that certain deed dated July 17, 1953, which corner is located S. 71 deg. 40 min. W., 20.68 feet along the last mentioned boundary line from an iron pin; thence, leaving said BEGINNING and running with said new line through said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al), which new line is a boundary of said 0.828 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan and Harriet H. Minichan, his wife, by deed of even date as aforesaid, the following eight (8) courses and distances:

N. 33 deg. 31 min. W., 17.07 feet to a point,
 N. 42 deg. 58 min. W., 20.70 feet to a point,
 N. 61 deg. 39 min. W., 21.61 feet to a point,
 N. 85 deg. 11 min. W., 16.52 feet to a point,
 S. 79 deg. 03 min. W., 13.64 feet to a point,
 S. 76 deg. 18 min. W., 18.55 feet to a point,
 S. 74 deg. 44 min. W., 16.36 feet to a point, and
 N. 5 deg. 14 min. E., 77.44 feet, more or less, to the point

where same is intersected by "Contour Line 1850"; thence, leaving said new line and following and along said "Contour Line 1850" as it meanders in a generally upstream direction along New River through said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al), which "Contour Line 1850" is approximated by the following four (4) courses and distances:

S. 73 deg. 10 min. W., 15.10 feet to Survey Station 1316 plus
 71.7,
 S. 54 deg. 10 min. W., 100.0 feet to a point,
 S. 83 deg. 52 min. W., 140.20 feet to a point, and
 N. 58 deg. 41 min. E., 191.25 feet to the point where said "Con-

Line 1850" intersects the boundary line between said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and the lands of Appalachian Electric Power Company (formerly R. C. Boothe); thence, continuing with and following and along said "Contour Line 1850" as it meanders in a generally upstream direction

Witness:
 S. Rudolph Hartwell
 & Juliette C. Hartwell
 Radford, Va.
 Signed and sworn to
 by H. Rudolph Hartwell
 & Juliette C. Hartwell
 August 17, 1953
 Maxwell B. Bowen Clerk

along New River through said lands of Appalachian Electric Power Company (formerly R. C. Boothe) which "Contour Line 1850" is approximated by the following sixteen (16) courses and distances:

N. 58 deg. 41 min. E., 54.75 feet to a point,
 N. 76 deg. 45 min. E., 111.60 feet to a point,
 N. 41 deg. 36 min. E., 136.30 feet to a point,
 N. 21 deg. 38 min. E., 123.60 feet to a point,
 N. 12 deg. 24 min. W., 62.60 feet to a point,
 N. 58 deg. 46 min. W., 232.90 feet to a point,
 S. 66 deg. 48 min. W., 86.00 feet to a point,
 N. 37 deg. 45 min. W., 105.30 feet to a point,
 N. 1 deg. 59 min. E., 42.90 feet to a point,
 N. 61 deg. 20 min. W., 135.10 feet to a point,
 N. 72 deg. 04 min. W., 182.70 feet to a point,
 N. 68 deg. 02 min. E., 115.60 feet to a point,
 N. 10 deg. 21 min. E., 53.10 feet to a point,
 N. 43 deg. 36 min. W., 84.20 feet to a point,
 N. 68 deg. 44 min. W., 220.10 feet to a point, and
 N. 32 deg. 42 min. W., 131.40 feet to the point where said "Con-

tour Line 1850" intersects the boundary line between said lands of Appalachian Electric Power Company (formerly R.C. Boothe) and the lands of the Board of Visitors of the Virginia Polytechnic Institute acquired from Appalachian Electric Power Company by deed dated November 7, 1947, and of record in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia, in Deed Book 127, at page 447, which point of intersection is Survey Station 1293 plus 63.1; thence, leaving said "Contour Line 1850" and running with the last mentioned boundary line the following course and distance:

S. 89 deg. 58 min. W., 1036.18 feet, more or less, to a property corner; which corner is located S. 13 deg. 29 min. E., 1938.88 feet along said boundary line from the property corner common to the two last mentioned lands and the lands of Appalachian Electric Power Company (formerly L. R. Summers), which common corner is marked by a concrete monument; thence, with a new line through said lands of Appalachian Electric Power Company (formerly R. C. Boothe) the following course and distance:

S. 13 deg. 29 min. E., 587.57 feet to a property corner in the boundary line between the last mentioned lands and the said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al), which corner is marked by a T-rail; thence, with said boundary line between the lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and the lands of Appalachian Electric Power Company (formerly R. C. Boothe) the following two (2) courses and distances:

S. 30 deg. 16 min. W., 247.31 feet to a property corner marked by a T-rail, and S. 7 deg. 14 min. E., 477.33 feet to the property corner common to the two last mentioned lands and the lands now or formerly owned by W. E. Gilbert, which common corner is marked by a concrete monument and is located N. 88 deg. 58 min. E., 2029.79 feet along the boundary line between said lands of Appalachian Electric Power Company (formerly R. C. Boothe) and said lands now or formerly owned by W. E. Gilbert from a property corner marked by a concrete monument; thence, with the boundary line between said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and said lands now or formerly owned by W. E. Gilbert, the following two (2) courses and distances:

S. 7 deg. 14 min. E., 520.53 feet to a property corner marked by an iron pin, and S. 30 deg. 42 min. E., 661.51 feet to the property corner common to the two last mentioned lands and the lands now or formerly owned by C. C. Vaughan, which common corner is marked by a concrete monument; thence, with the boundary

line between said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and said lands now or formerly owned by C. C. Vaughn, the following course and distance:

S. 86 deg. 42 min. E., 541.99 feet to the property corner common to the two last mentioned lands and the lands of Appalachian Electric Power Company (formerly G. W. Byrd) which common corner is marked by a concrete monument at a White Oak and which common corner is located S. 74 deg. 44 min. W. 465.92 feet along the boundary line between said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and said lands of Appalachian Electric Power Company (formerly G. W. Byrd) from a property corner now or formerly marked by an iron pin; thence, with the boundary line between said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said lands now or formerly owned by C. C. Vaughn, the following two (2) courses and distances:

S. 0 deg. 45 min. W., passing at 421.04 feet a concrete monument on the northerly side of Virginia Secondary Highway No. 663, and running in all a distance of 436.04 feet to a property corner marked by an iron pin in the center of said Highway, and S. 57 deg. 14 min. E., 47.17 feet to a point in the center of said Highway, which point is located N. 57 deg. 14 min. W., 150.88 feet along the centerline of said Highway from another point marked by an iron pin; thence, leaving said Virginia Secondary Highway No. 663 and running with a new line through said lands of Appalachian Electric Power Company (formerly G. W. Byrd), which new line is the easterly boundary of the "40 ft. WIDE ROAD R/W" hereinafter referred to, the following course and distance:

N. 0 deg. 45 min. E., 80.52 feet to a point twenty (20) feet east of the center of an existing road; thence, continuing with said new line through said lands of Appalachian Electric Power Company (formerly G. W. Byrd), which new line is twenty (20) feet east of and parallel to the centerline of said existing road and is the easterly boundary of said "40 Ft. WIDE ROAD R/W", and which is approximated by the following eighteen (18) courses and distances:

N. 38 deg. 22 min. E., 69.70 feet to a point,
 N. 43 deg. 37 min. E., 106.07 feet to a point,
 N. 42 deg. 18 min. E., 92.92 feet to a point,
 S. 86 deg. 46 min. E., 16.79 feet to a point,
 S. 60 deg. 17 min. E., 61.65 feet to a point,
 S. 80 deg. 14 min. E., 73.07 feet to a point,
 N. 71 deg. 05 min. E., 89.52 feet to a point,
 N. 50 deg. 01 min. E., 66.55 feet to a point,
 N. 28 deg. 39 min. E., 48.29 feet to a point,
 N. 11 deg. 49 min. E., 42.71 feet to a point,
 N. 25 deg. 01 min. E., 71.41 feet to a point,
 N. 35 deg. 01 min. E., 102.04 feet to a point,
 N. 14 deg. 30 min. E., 70.46 feet to a point,
 N. 3 deg. 27 min. E., 140.89 feet to a point,
 N. 3 deg. 33 min. E., 69.56 feet to a point,
 N. 27 deg. 06 min. E., 34.23 feet to a point,
 N. 46 deg. 36 min. E., 34.35 feet to a point, and
 N. 55 deg. 04 min. E., 92.46 feet to a point;

thence, continuing with said new line through the last mentioned lands, the following course and distance:

N. 43 deg. 14 min. E., 101.39 feet to the property corner common to said lands of Appalachian Electric Power Company (formerly G. W. Byrd), the lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) and that certain 2.05 acre tract of land conveyed by Appalachian Electric Power Company to Marvin C. Spangler and Margaret S. Spangler, his wife, by deed dated July 17, 1953, and which common corner is also a corner to that certain 0.828 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan and

Harriet H. Minichan, his wife, by deed of even date as aforesaid; and which common corner is marked by a White Oak on the east side of said existing road; thence, running with the boundary line between said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) which boundary line is also part of the boundary of said 0.828 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan, et ux, as aforesaid, the following course and distance:

N. 86 deg. 25 min. W., 56.16 feet, crossing said existing road, to a point on the westerly side thereof, which point is located S. 86 deg. 25 min. E., 336.98 feet along said boundary line between said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) from a property corner marked by an iron pin, which property corner is located N. 1 deg. 39 min. W., 439.5 feet along said boundary line from the hereinabove mentioned property corner now or formerly marked by an iron pin; thence, with a new line through said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) which new line is a boundary of said 0.828 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan, et ux, as aforesaid, the following two (2) courses and distances:

N. 24 deg. 08 min. E., 76.80 feet to a point, and N. 3 deg. 35 min. W., 621.74 feet to the BEGINNING; said parcel of land containing 85.522 acres, more or less, of which:

(A) 6.318 acres, more or less, are a portion of certain land described in and conveyed by that certain deed from G. W. Byrd and Emma Byrd, his wife, to C. J. Dillon (a predecessor in title to said Appalachian Electric Power Company) which deed is dated March 28, 1923 and appears of record in the office of the Clerk of the Circuit Court of Pulaski County, Virginia, in Deed Book 46, at page 499; and

(B) 53.110 acres, more or less, are a portion of that certain tract of land described in and conveyed by that certain deed from Rufus Dickerson, et al, to C. J. Dillon (a predecessor in title to said Appalachian Electric Power Company) which deed is dated March 30, 1923 and appears of record in the aforesaid Clerk's Office in Deed Book 46, at page 510; and

(C) 26.094 acres, more or less, are a portion of lands described in and conveyed by that certain deed from R. C. Boothe, et ux, to The New River Power Company (a predecessor in title to said Appalachian Electric Power Company) which deed is dated December 27, 1923 and appears of record in the aforesaid Clerk's Office in Deed Book 51, at page 123.

All as shown outlined in red on Appalachian Electric Power Company's Drawing No. E-3595, dated August 6, 1953, attached hereto and made a part hereof.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, as ^a means of ingress to and egress from the said 85.522 acre parcel of land above described and hereby conveyed: (1) the perpetual right to construct and use, in common with the owners of that certain 4.137 acre tract of land conveyed by Appalachian Electric Power Company to David P. Minichan and Harriet H. Minichan, his wife, by deed dated July 17, 1953, and in common with owners

of that certain 0.828 acre tract conveyed by Appalachian Electric Power Company to David P. Minichan and Harriet H. Minichan, his wife, by deed of even date as aforesaid, and in common with the owners of that certain 1.551 acre tract of land conveyed by Appalachian Electric Power Company to Eugene E. White by deed dated July 17, 1953, and in common with the owners of that certain 1.98 acre tract of land conveyed by Appalachian Electric Power Company to O'Neal Amos and Lucille U. Amos, his wife, by deed dated July 17, 1953, and in common with the owners of that certain 2.0 acre tract of land conveyed by Appalachian Electric Power Company to Willard H. Spangler and Sue L. Spangler, his wife, by deed dated July 17, 1953, and in common with the owners of that certain 2.05 acre tract of land conveyed by Appalachian Electric Power Company to Marvin C. Spangler, and Margaret S. Spangler, his wife, by deed dated July 17, 1953, and in common with the owners of that certain 4.346 acre tract of land conveyed by Appalachian Electric Power Company to Graham Claytor by deed dated July 17, 1953, and in common with Appalachian Electric Power Company, its successors and assigns, a roadway to extend from a point in the boundary between said 85.522 acre parcel of land and said 0.828 acre tract of land, which point is designated "POINT B" on said Drawing No. E-3595 referred to above, in a general northerly direction through said 0.828 acre tract of land to a point, which point is designated "POINT C" on said Drawing No. E-3595; and (2) the further right to use, in common with the owners of said 4.137 acre, 0.828 acre, 1.551 acre, 1.98 acre, 2.0 acre, 2.05 acre and 4.346 acre tracts of land, respectively, and in common with said Appalachian Electric Power Company, its successors and assigns, that certain existing road extending from said Virginia Secondary Highway No. 663, across the southeast corner of that certain land now or formerly owned by C. C. Vaughn and located on the northerly side of said Highway, to the point where same intersects the boundary line of the said lands now or formerly owned by C. C. Vaughn and the boundary of said 85.522 acre parcel of land above described and hereby conveyed.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, the right of access to the waters of New River, over the party of the first part's lands below said "Contour Line 1850" and adjacent to the above described parcel of land; but such right of access, and any and all uses or occupancy of lands below said "Contour Line 1850" are hereby made subject to the exceptions, reservations, covenants and conditions hereinafter set forth and also made subject to all of the terms and conditions of that certain license issued by The Federal Power Commission to the party of the first part, under date of June 11, 1943 authorizing the operation of a dam and hydro-electric generating station in New River, approximately three-quarters of a mile above the mouth of Little River.

The location and elevation of the above mentioned "Contour Line 1850" are to be determined from and in accordance with the elevation of certain benchmarks established by Appalachian Electric Power Company and shown on a map entitled: "Locations and Elevations of Permanent Benchmarks along New River and Peak Creek in Newbern and Hiawassie Magisterial Districts, Pulaski County, Virginia," which map is dated October 30, 1928, and revised October 27, 1931, and was filed in four sheets as a part of the deed from Corlie S. Hassan and husband to Appalachian Electric Power Company, dated January 8, 1935, and recorded in the aforesaid Clerk's Office in Deed Book 72, page 546, et seq.

THIS CONVEYANCE IS HEREBY MADE SUBJECT TO THE FOLLOWING:

I. All legal highways, if any located upon or adjoining the above described 85.522 acre parcel of land.

II. The rights of the owners of the said 4.137 acre, 0.828 acre, 1.551 acre, 1.98 acre, 2.0 acre, 2.05 acre and 4.346 acre tracts of land, respectively, which tracts of land were conveyed by Appalachian Electric Power Company as aforesaid, to use in common with each other, their heirs and assigns, and in common with said Appalachian Electric Power Company, its successors and assigns, and in common with the parties of the second part hereto, their heirs and assigns, that certain existing road and right of way extending from Virginia Secondary Highway No. 663, in a general northeasterly direction through said 85.522 acre parcel of land above described and hereby conveyed, to the southerly boundary of said 0.828 acre tract of land, the location of which existing road and right of way is designated "40 FT. WIDE ROAD R/W" on the said Drawing No. E-3595, dated August 6, 1953, attached hereto and made a part hereof.

The following rights, interests, easements and privileges are hereby excepted from this conveyance and reserved unto the said Appalachian Electric Power Company, its successors and assigns, to-wit:

1. Any and all riparian and/or water rights in and to New River, 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.
2. The right to use any roads now or hereafter constructed upon the above described parcel of land, for ingress to and egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian Electric Power Company, its successors and assigns.
3. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line, with all necessary poles, guys, anchors, wires and fixtures, upon and over the above described parcel 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 premises for the enjoyment of the rights herein reserved.

TO HAVE AND TO HOLD UNTO the parties of the second part, their heirs and assigns, except as aforesaid.

The parties of the second part accept this conveyance with full knowledge and understanding that the party of the first part has impounded the waters of New River and its 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 hydro-electric generating station; and the parties of the second part for themselves, their heirs and assigns, hereby covenant and agree to and with the party of the first part, its successors and assigns, as follows:

- (a) That no claim or demand for injury or damages will be made against the party of the first part, its successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydro-electric generating station, or the impounding of the waters of New River or its tributaries, 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 the parties of the second part, and the parties of the second part shall and will indemnify and save the party of the first part free and harmless from and against any such claim or demand;

(b) That they, the said parties of the second part, their heirs 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 into the impounded waters of New River or its tributaries;

(c) That the land hereby conveyed shall be used for residential, recreational and farming purposes only;

(d) That if the land hereby conveyed, or any part thereof, is offered for sale by the parties of the second part or either of them or their heirs, then the party of the first part or its nominee shall be given the first opportunity to purchase same upon the same terms and conditions as offered to any other purchaser.

And it is further covenanted and agreed by the said parties of the second part for themselves, their heirs and assigns, that the above covenants and agreements shall attach to and run with the land and premises hereby granted, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by the party of the first part, its successors or assigns.

IN WITNESS WHEREOF, the party of the first part has caused its name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its proper officers thereunto duly authorized, and the parties of the second part have hereunto set their hands and seals, this the day and year first above written.

APPALACHIAN ELECTRIC POWER COMPANY
By Graham Claytor, Vice President

(CORPORATE SEAL)

ATTEST:

H. A. Finley, Assistant Secretary

H. Rudolph Hartwell (SEAL)
Juliette C. Hartwell (SEAL)

STATE OF NEW YORK

COUNTY OF NEW YORK, to-wit:

I, Joseph T. McNulty, a Notary Public in and for the State and County aforesaid, do certify that Graham Claytor, and H.A. Finley, whose names are signed to the writing above, bearing date on the 17th day of August, 1953, as Vice President and Assistant Secretary, respectively, of Appalachian Electric Power Company, have this day acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 31st day of August, 1953.

My term of office expires on the 30th day of March, 1955.

(NOTARIAL SEAL)

Joseph T. McNulty, Notary Public.
State of New York
No. 24-2515375
Qualified in Kings County
Certificate filed with New York
County Clerk and Register

STATE OF VIRGINIA
COUNTY OF _____, to-wit:

I, _____, a Notary Public in and for the State and County aforesaid, do certify that H. Rudolph Hartwell and Juliette C. Hartwell, his wife, whose names are signed to the writing above and hereto annexed, bearing date on the 17th day of August, 1953, have acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 24th day of September, 1953.

My term of office expires on the 11th day of February, 1957.

(NOTARIAL SEAL)

PLAT Recorded in Plat Book 2 page 638

C. H. Rhett, Notary Public, Virginia State at Large.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, January 14, 1954. 3:00 P. M.

The foregoing Deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

KNOW ALL MEN BY THESE PRESENTS:

That we, Grace A. Akers, widow, Mary Akers Huddle and Charles R. Huddle, Jr., Murrell Akers Carter and Clarence S. Carter, her husband, have made, constituted, and appointed and by these presents do make, constitute, and appoint E. G. Shaffer of Wytheville, Virginia, our true and lawful attorney for us and in our name, place and stead bargain, sell, grant and convey to such person or persons for such sums or upon such terms as our said attorney shall deem most for our advantage and profit, all of the real estate of which E. B. Akers died, seized and possessed of in Pulaski County, Virginia, and including certain reconveyances to the heirs at law of the said E. B. Akers; to make all necessary deeds and conveyances thereof, with such covenants, warranties, and assurances as to our said attorney shall seem expedient; to sign, sell, acknowledge and deliver the same; and to do, execute, and perform all and every other act or thing in law necessary to be done in and about the premises as fully and to all intents and purposes, as we might or could do if acting personally, and we hereby ratify and confirm all lawful acts done by our said attorney by virtue hereof.

WITNESS the following signatures and seals this 2nd day of November, 1953.

Murrell A. Carter (SEAL)
Clarence S. Carter (SEAL)
Mary Akers Huddle (SEAL)
Charles R. Huddle, Jr. (SEAL)
Grace A. Akers (SEAL)

RECORDED AND INDEXED
1954

STATE OF VIRGINIA

COUNTY OF PULASKI, to-wit:

I, Iris Seagle Smith, a Notary Public in and for the County of Pulaski in the State of Virginia, do hereby certify that Elmer R. Phillips and Dorotha C. Phillips, whose names are signed to the foregoing and annexed writing dated the 30th day of October, 1953, this day appeared before me in my county and state aforesaid and acknowledged the same to be their act and deed.

Given under my hand this 30th day of October, 1953.

My commission expires August 18, 1956.

Iris Seagle Smith, Notary Public.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, October 30, 1953. 1:30 P. M.

The foregoing Deed of Trust was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

DB 157.24 1

THIS DEED, made this 17th day of August, 1953, by and between Appalachian Electric Power Company, a Virginia corporation, party of the first part, and David P. Minichan and Harriet H. Minichan, his wife, tenants by the entirety, of Pulaski, Virginia, parties of the second part:

W I T N E S S E T H :

THAT FOR and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, and in consideration of the covenants of the parties of the second part hereinafter set forth, the party of the first part does hereby remise, release and forever quitclaim unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, subject to the exceptions, reservations, covenants and conditions hereinafter set forth, that certain parcel of land situate on or near the right (when facing downstream) side of New River and lying and being in Hiawassie Magisterial District in the County of Pulaski in the State of Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at the property corner common to the lands of Appalachian Electric Power Company (formerly G. W. Byrd), that certain 1.551 acre tract of land conveyed by Appalachian Electric Power Company to Eugene E. White by deed dated July 17, 1953, and that certain 4.137 acre tract of land conveyed by Appalachian Electric Power Company to said David P. Minichan and Harriet H. Minichan,

RECORDED AND INDEXED
to David P. Minichan
Harriet H. Minichan
August 19 1953
Marvin G. Graham, Clerk

Marvin G. Graham
Clerk

his wife, by deed dated July 17, 1953, which common property corner is located S. 71 deg. 40 min. W., 158.2 feet along a boundary line between said 1.551 acre tract of land and said 4.137 acre tract of land from a property corner marked by an iron pin; thence, leaving said BEGINNING and running with the boundary line between said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said 4.137 acre tract of land owned by David P. Minichan et ux, the following course and distance:

S. 71 deg. 40 min. W., 20.68 feet to the property corner common to the two lastmentioned lands and the lands of Appalachian Electric Power Company (formerly Rufus Dickerson et al), which common corner is marked by an iron pin; thence, with the boundary line between said lands of Appalachian Electric Power Company (formerly Rufus Dickerson et al) and said 4.137 acre tract of land owned by David P. Minichan, the following three courses and distances:

S. 71 deg. 40 min. W., 20.68 feet to a property corner,
N. 3 deg. 35 min. W., 43.09 feet to a property corner, and
N. 73 deg. 17 min. W., 98.47 feet, more or less, to the point

where same is intersected by "Contour Line 1850"; thence, leaving said "Contour Line 1850" and running with a new line through said lands of Appalachian Electric Power Company (formerly Rufus Dickerson et al) which new line is a boundary of that certain 85.522 acre tract of land conveyed by Appalachian Electric Power Company to H. Rudolph Hartwell and Juliette C. Hartwell, his wife, by deed of even date, the following ten (10) courses and distances:

S. 5 deg. 14 min. W., passing at a distance of 2.5 feet, more or less, a point located N. 82 deg. 29 min. E., 14.34 feet from Survey Station 1316 plus 71.7 on said "Contour Line 1850", and running in all a distance of 77.44 feet, more or less, to a point,

N. 74 deg. 44 min. E., 16.36 feet to a point,
N. 76 deg. 18 min. E., 18.55 feet to a point,
N. 79 deg. 03 min. E., 13.64 feet to a point,
S. 85 deg. 11 min. E., 16.52 feet to a point,
S. 61 deg. 39 min. E., 21.61 feet to a point,
S. 42 deg. 58 min. E., 20.70 feet to a point,
S. 33 deg. 31 min. E., 17.07 feet to a point,
S. 3 deg. 35 min. E., 621.74 feet to a point,
S. 24 deg. 08 min. W., 76.80 feet to a point in the boundary line

of said lands of Appalachian Electric Power Company (formerly Rufus Dickerson et al) and said lands of Appalachian Electric Power Company (formerly G. W. Byrd), which point is located S. 86 deg. 25 min. E., 336.98 feet along said boundary line from a property corner marked by an iron pin; thence with the last mentioned boundary line, which is also a boundary of said 85.522 acre tract of land conveyed as aforesaid, the following course and distance:

S. 86 deg. 25 min. E., crossing a road, 56.16 feet to the property corner common to the said lands of Appalachian Electric Power Company (formerly Rufus Dickerson et al), said lands of Appalachian Electric Power Company (formerly G. W. Byrd), and that certain 2.05 acre tract of land conveyed by Appalachian Electric Power Company to Marvin C. Spangler and Margaret S. Spangler, his wife, by deed dated July 17, 1953, and which common corner is also a corner to said 85.522 acre tract of land conveyed by Appalachian Electric Power Company to H. Rudolph Hartwell and Juliette C. Hartwell, his wife, by deed of even date as aforesaid, and which common corner is marked by a White Oak; thence running with the boundary line between said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said 2.05 acre tract of land owned by Marvin C. Spangler et ux, the following two (2) courses and distances:

N. 11 deg. 21 min. E., 77.62 feet to a property corner, and
 N. 3 deg. 35 min. W., 84.78 feet to the property corner com-
 mon to the two last mentioned lands and that certain 2.0 acre tract of land
 conveyed by Appalachian Electric Power Company to Willard H. Spangler and Sue
 L. Spangler, his wife, by deed dated July 17, 1953; thence running with the bou-
 ndary line between said lands of Appalachian Electric Power Company (formerly
 G. W. Byrd) and said 2.0 acre tract of land owned by Willard H. Spangler et ux,
 the following course and distance:

N. 3 deg. 35 min. W., 117.0 feet to the property corner common
 to the two last mentioned lands and that certain 1.98 acre tract of land conveyed
 by Appalachian Electric Power Company to O'Neal Amos and Lucille U. Amos, his
 wife, by deed dated July 17, 1953; thence running with the boundary line between
 the said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and
 said 1.98 acre tract of land owned by O'Neal Amos et ux, the following course
 and distance:

N. 3 deg. 35 min. W., 176.0 feet to the property corner common
 to the two last mentioned lands ^{and} that certain hereinabove mentioned 1.551 acre
 tract of land conveyed by Appalachian Electric Power Company to Eugene E. White
 by deed dated July 17, 1953; thence running with the boundary line between the
 said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said
 1.551 acre tract of land owned by Eugene E. White the following course and dis-
 tance:

N. 3 deg. 35 min. W., 290.0 feet to the BEGINNING; said parcel
 of land containing 0.828 of an acre, more or less, of which:

(A) 0.323 of an acre, more or less, is a portion of certain
 land described in and conveyed by that certain deed from G. W. Byrd and Emma
 Byrd, his wife, to C. J. Dillon (a predecessor in title to said Appalachian
 Electric Power Company) which deed is dated March 28, 1923, and appears of re-
 cord in the Office of the Clerk of the Circuit Court of Pulaski County, Virginia,
 in Deed Book 46, at page 499; and

(B) 0.505 of an acre, more or less, is a portion of that cer-
 tain tract of land described in and conveyed by that certain deed from Rufus
 Dickerson et al, to C. J. Dillon (a predecessor in title to said Appalachian
 Electric Power Company) which deed is dated March 30, 1923 and appears of record
 in the aforesaid Clerk's Office in Deed Book 46, at page 510.

All as shown outlined in red on Appalachian Electric Power Com-
 pany's Drawing No. B-3621, dated July 31, 1953, attached hereto and made a part
 hereof.

And, for the same consideration, the party of the first part
 hereby grants, in so far as it has the right so to do, unto the parties of the
 second part, their heirs and assigns, the right to use in common with the party
 its successors
 of the first part, ~~their heirs~~ and assigns, ~~the right to use~~ as a means of
 ingress and egress to and from the above described parcel of land, any roads now
 or hereafter constructed upon adjoining and adjacent lands owned by the party of
 the first part, and any roads or easements of way which the party of the first
 part has the right to use upon and across lands of others for ingress and egress
 to and from the above described parcel of land, and/or adjoining and adjacent lands.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, the right of access to the waters of New River, over the party of the first part's lands below said "Contour Line 1850" and adjacent to the above described parcel of land; but such right of access, and any and all uses or occupancy of lands below said "Contour Line 1850" are hereby made subject to all of the terms and conditions of that certain license issued by the Federal Power Commission to the party of the first part, under date of June 11, 1943 authorizing the operation of a dam and hydro-electric generating station in New River, approximately three-quarters of a mile above the mouth of Little River.

The location and elevation of the above mentioned "contour line 1850" are to be determined from and in accordance with the elevation of certain benchmarks established by Appalachian Electric Power Company and shown on a map entitled: "Locations and Elevations of Permanent Benchmarks along New River and Peak Creek in Newbern and Hiawassie Magisterial Districts, Pulaski County, Virginia," which map is dated October 30, 1928, and revised October 27, 1931, and was filed in four sheets as a part of the deed from Corlie S. Hassan and husband to Appalachian Electric Power Company, dated January 8, 1935, and recorded in the aforesaid Clerk's Office in Deed Book 72, page 546, et seq.

THIS CONVEYANCE IS HEREBY MADE SUBJECT TO all those certain road rights conveyed by said Appalachian Electric Power Company by the following deeds:

<u>GRANTEES</u>	<u>DEED DATED</u>
Graham Claytor	July 17, 1953
David P. Minichan and Harriet H. Minichan, his wife	July 17, 1953
Eugene E. White	July 17, 1953
O'Neal Amos and Lucille U. Amos, his wife	July 17, 1953
Willard H. Spangler and Sue L. Spangler, his wife	July 17, 1953
Marvin C. Spangler and Margaret S. Spangler, his wife	July 17, 1953
H. Rudolph Hartwell and Juliette C. Hartwell, his wife	August 17, 1953

which deeds either have been or are to be forthwith recorded in the aforesaid Clerk's Office, and to which deeds reference is here made for a description of said road rights.

The following rights, interests, easements and privileges are hereby excepted from this conveyance and reserved unto the said Appalachian Electric Power Company, its successors and assigns, to-wit:

1. Any and all riparian and/or water rights in and to New River, 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.
2. The right to use any roads now or hereafter constructed upon the above described parcel of land, for ingress to and egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian Electric Power Company, its successors and assigns.
3. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line, with all necessary poles, guys, anchors, wires, and fixtures, upon and over the above described parcel 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 premises for the enjoyment of the rights herein reserved.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs and assigns, except as aforesaid.

The parties of the second part accept this conveyance with full knowledge and understanding that the party of the first part has impounded the waters of New River and its 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 hydro-electric generating station; and the parties of the second part for themselves, their heirs and assigns, hereby covenant and agree to and with the party of the first part, its successors and assigns, as follows:

(a) That no claim or demand for injury or damages will be made against the party of the first part, its successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydro-electric generating station, or the impounding of the waters of New River or its tributaries, 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 the parties of the second part, and the parties of the second part shall and will indemnify and save the party of the first part free and harmless from and against any such claim or demand;

(b) That they, the said parties of the second part, their heirs 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 into the impounded waters of New River or its tributaries;

(c) That the land hereby conveyed shall be used for residential and/or road purposes only; and

(d) That if the land hereby conveyed is offered for sale by the parties of the second part or either of them or their heirs, then the party of the first part or its nominee shall be given the first opportunity to purchase same upon the same terms and conditions as offered to any other purchaser.

And it is further covenanted and agreed by the said parties of the second part for themselves, their heirs and assigns, that the above covenants and agreements shall attach to and run with the land and premises hereby granted, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time, by the party of the first part, its successors or assigns.

IN WITNESS WHEREOF, the party of the first part has caused its name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its proper officer thereunto duly authorized, and the parties of the second part have hereunto set their hands and seals, this the day and year first above written.

(CORPORATE SEAL)

ATTEST:

H. A. Finley, Assistant Secretary.

APPALACHIAN ELECTRIC POWER COMPANY

By Graham Claytor, Vice President

David P. Minichan

(SEAL)

Harriet H. Minichan

(SEAL)

STATE OF NEW YORK
COUNTY OF NEW YORK, to-wit:

I, Joseph T. McNulty, a Notary Public in and for the State and County aforesaid, do certify that Graham Claytor, and H. A. Finley, whose names are signed to the writing above, bearing date on the 17th day of August, 1953, as Vice President and Assistant Secretary, respectively, of Appalachian Electric Power Company, have this day acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 31st day of August, 1953.

My term of office expires on the 30th day of March, 1955.

(NOTARIAL SEAL)

Joseph T. McNulty, Notary Public.
State of New York
No. 24-2515375
Qualified in Kings County
Certificate filed with New York
County Clerk and Register

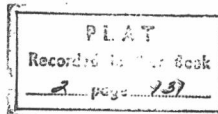
STATE OF VIRGINIA
COUNTY OF PULASKI, to-wit:

I, C. H. Rhett, a Notary Public in and for the State and County aforesaid, do certify that David P. Minichan and Harriet H. Minichan, his wife, whose names are signed to the writing above and hereto annexed, bearing date on the 17th day of August, 1953, have acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 25th day of September, 1953.

My term of office expires on the 11th day of February, 1957.

(NOTARIAL SEAL)



C. H. Rhett, Notary Public Virginia State at Large.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, October 30, 1953. 3:30 P. M.

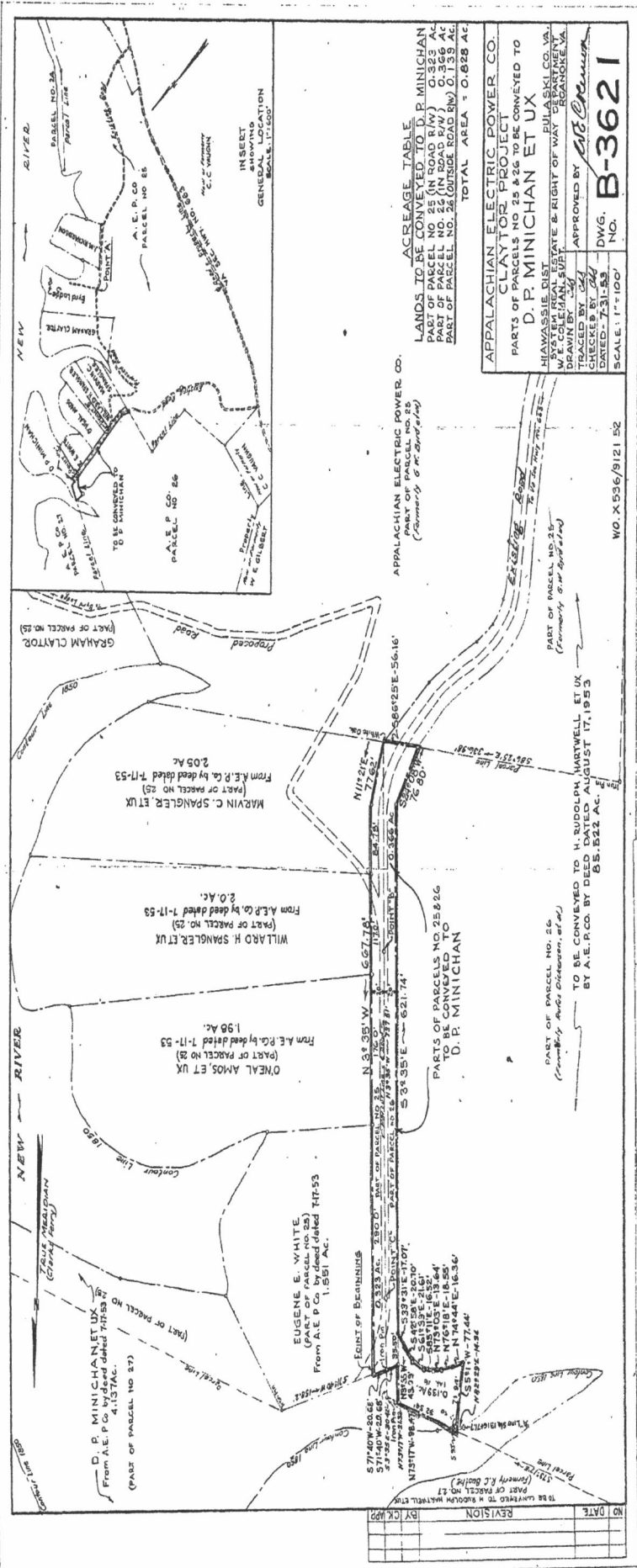
The foregoing deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

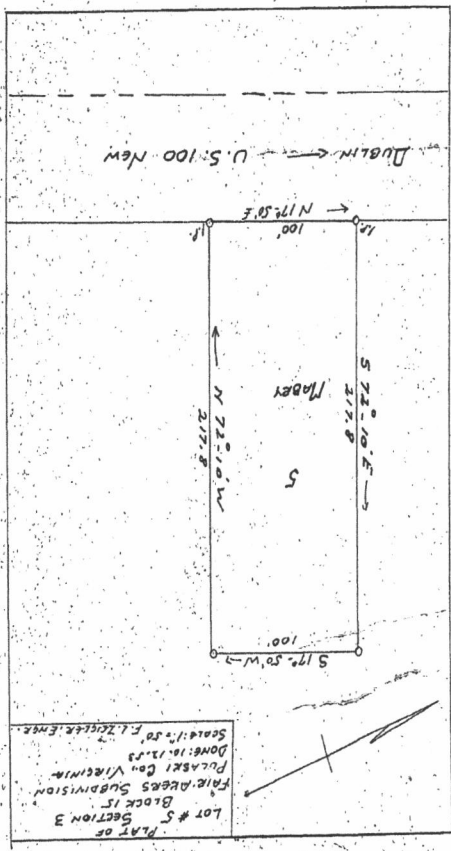
THIS DEED made and entered into this 29th day of October, 1953, by and between Willie Ray Cameron and Sylvia Taylor Cameron, his wife, parties of the first part, and Howard C. Gilmer, Jr. and O. C. Brewer, Trustees, either or both of whom may act, parties of the second part

Examined and delivered
to *Katherine Taylor Cameron*
Nov 5, 1953
Marvin G. Graham Clerk



This Plot is a part of Deed from
 Appalachian Electric Power Co.
 to D. P. Minichan et ux
 recorded October 1953
 in Deed Book 457 page 411
 Morrison S. Andrews, Clerk

This Plot is a part of
 Deed from
 William H. Miller et ux
 recorded Dec 28
 1953
 in Deed Book 158 page 98
 Morrison S. Andrews, Clerk



STATE OF VIRGINIA

COUNTY OF PULASKI, to-wit:

I, Quinn M. Harless, a Notary Public in and for the County and State aforesaid, do certify that George A. Duncan and Margaret Duncan, his wife, whose names are signed to the writing hereto annexed bearing date on the 8th day of February, 1954, have this day acknowledged the same before me in my said County.

I further certify that my commission as Notary Public will expire on the 12 day of February 1954.

Given under my hand this 8th day of February, 1954.

Quinn M. Harless, Notary Public within and for State of Virginia at Large.

(NOTARIAL SEAL)

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, March 26, 1954. 10:45 A. M.

The foregoing Right of Way Deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

DB 159-345

RECEIVED OF APPALACHIAN ELECTRIC POWER COMPANY, a Virginia corporation, the sum of One Dollar (\$1.00), in consideration of which A. J. Owens and Beulah M. Owens, his wife, hereby grant and convey unto said Appalachian Electric Power Company, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles on and over our lands, with services and extensions therefrom, situate in the District of Hiwassee, County of Pulaski, and State of Virginia, and bounded:

On the North by the lands of Appalachian Electric Power Co., Rudolph Hartwell, et al; On the East by the lands of Ballard Rupe, John Simpkins, et al; On the South by the lands of A. M. Harrell, Ballard Rupe, Pearce Buckland, et al; On the West by the lands of Max Meredith, et al, with the right of ingress and egress to and from and over said premises.

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.

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

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.

This agreement is dated the 1st day of Feb., 1954.

RECORDED AND INDEXED
To A. E. P. Co.
March 26, 1954
Marvin G. Graham, Clerk

Filed:
9, April, 1954
P. O. Box 1990
Lynchburg, Va.

Examined and Delivered
To Patricia Quillen
Sept 25 1978
Alvin Williams Clerk
Magistrate:
DP Bat 71
Salem, Va.

RW-201 (Page 1)
Revised 8-1-76

THIS DEED, Made this 23 day of May, 19 78
by and between _____
Eula H. Meredith, widow
Troy L. Phillips and Betty D. Phillips, his wife
Beulah B. Owens, widow
Albert W. Covey and Eunice S. Covey, his wife
India W. Covey, single
Thomas Wl Covey and Vera H. Covey, his wife
Byron J. Meredith and Florence K. Meredith, his wife

hereinafter designated as grantors, and the COMMONWEALTH OF VIRGINIA, Grantee;
WITNESSETH: In consideration of the benefits accruing or to accrue to the said grantors, by reason of the location and construction, or other improvement of part of Route No. 619, between _____
Rte. 605 and Rte. 613, along, through, or over the lands of the grantors, and for further consideration paid to the grantors, receipt of which is hereby acknowledged. the said grantors hereby grant and convey unto the said grantee with general warranty, each as to the land owned by him hereby conveyed, a strip or parcel of land over the lands of the grantors needed for the location and construction or other improvement of said road, so as to make a total width of right of way of Forty (40') feet, same being measured Twenty (20') feet either side of center of road to be constructed or reconstructed, said location and stakes having been shown to and approved by the grantors at or before the execution and delivery of these presents, all the said strip or parcel of land being in Ingles Magisterial District of Pulaski County, Virginia.

RW-201 (Page 3)
Revised 8-1-76

STATE OF VIRGINIA

County of Pulaski, To-wit:

I, Robert L. Turman, A Notary Public in and for
the State of Virginia at large, do certify that

- Eula H. Meredith, widow
- Troy L. Phillips and Betty D. Phillips, his wife
- Boulan B. Owens, widow
- Albert W. Covey and Eunice S. Covey, his wife
- India W. Covey, single
- Thomas W. Covey and Vera H. Covey, his wife
- Byron E. Meredith and Florence K. Meredith, his wife

whose names are signed to the foregoing and annexed writing, bearing date on the 23 day of
May, 19 78, have this day acknowledged the same before me in the
County aforesaid.

Given under my hand this 23 day of May, 1978
My Commission expires July 16, 1980

Robert L. Turman
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Pulaski
County. This instrument, with the certificate of acknowledgment
thereto annexed, is admitted to record at 2:40 o'clock P.M.
September 18, 19 78, after payment of \$ - 0 - tax
imposed by Section 58-54.1.

TESTE H. H. Hester CLERK

STATE OF NEW YORK

COUNTY OF NEW YORK, to-wit:

I, Joseph T. McNulty, a Notary Public in and for the State and County aforesaid, do certify that Graham Claytor, and H. A. Finley, whose names are signed to the writing above, bearing date on the 17th day of July, 1953, as Vice President and Assitant Secretary, respectively, of Appalachian Electric Power Company, have this day acknowledged the same before me in my County aforesaid.

Given under myhand and official seal this 17th day of July, 1953.

My term of office expires on the 30th day of March, 1955.

(NOTARIAL SEAL)

Joseph T. McNulty, Notary Public.
State of New York
No. 24-2515375
Qualified in Kings County
Certificate filed with New York
County Clerk and Register

STATE OF VIRGINIA

COUNTY OF PULASKI, to-wit:

I, C. H. Rhett, a Notary Public in and for the State and County aforesaid, do certify that Marvin C. Spangler and Margaret S. Spangler, his wife, whose names are signed to the writing above and hereto annexed, bearing date on the 17th day of July, 1953, have acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 5th day of August, 1953.

My term of office expires on the 11th day of February, 1957.

C. H. Rhett, Notary Public, Va. State at Large.

(NOTARIAL SEAL)

PLAT
Recorded in Plat Book
page 120

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, August 14, 1953. 9:50 A. M.

The foregoing Deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

DB 156.18

U. S. Revenue Stamp \$1.10.

THIS DEED, made this 17th day of July, 1953, by and between Appalachian Electric Power Company, a Virginia corporation, party of the first part, and David P. Minichan and Harriet H. Minichan, his wife, tenants by the entirety, of Pulaski, Virginia, parties of the second part,

Examined and Delivered
To *D. P. Minichan*
August 21
Delivered by Clerk 1953

W I T N E S S E T H :

THAT FOR and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the party of the first part by the parties of the second part, the receipt whereof is hereby acknowledged, and in consideration of the covenants of the parties of the second part hereinafter set forth, the party of the first part does hereby remise, release and forever quitclaim unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, subject to the exceptions, reservations, covenants and conditions hereinafter set forth, that certain parcel of land situate on the right (when facing downstream) side of New River and lying and being in Hiawassie Magisterial District in the County of Pulaski in the State of Virginia, and being more particularly bounded and described as follows, to-wit;

BEGINNING at a point in the boundary line between the lands of Appalachian Electric Power Company (formerly R.C. Boothe) and the lands of Appalachian Electric Power Company (formerly Rufus Dickerson, etal) which point is located N. 73 deg. 17 min. W., 21.32 feet along said boundary line from a property corner marked by an iron pin, which property corner is located N. 3 deg. 35 min. W., 30.42 feet along said boundary line from the property corner common to the two above mentioned lands and the lands of Appalachian Electric Power Company (formerly G. W. Byrd) which common corner is marked by an iron pin; thence, leaving said BEGINNING and running with said boundary line the following course and distance:

N. 73 deg. 17 min. W., 92.54 feet to the point where same is intersected by "Contour Line 1850"; thence, leaving said boundary line and following and along said "Contour Line 1850" as it meanders in a generally downstream direction along New River through said lands of Appalachian Electric Power Company (formerly R. C. Boothe) which "Contour Line 1850" is approximated by the following nine (9) courses and distances:

N. 82 deg. 29 min. E., 26.5 feet to Survey Station 1317 plus 18.5,
 N. 88 deg. 08 min. E., 160.30 feet to a point,
 N. 58 deg. 42 min. E., 135.90 feet to a point,
 N. 37 deg. 08 min. E., 122.40 feet to a point,
 N. 58 deg. 19 min. E., 108.2 feet to a point,
 N. 88 deg. 04 min. E., 106.0 feet to a point,
 S. 56 deg. 09 min. E., 68.80 feet to a point,
 S. 33 deg. 10 min. E., 393.30 feet to a point, and
 S. 6 deg. 04 min. E., 22.7 feet to the point where said "Contour

Line 1850" intersects the boundary line between said lands of Appalachian Electric Power Company (formerly R. C. Boothe) and said lands of Appalachian Electric Power Company (formerly G. W. Byrd); thence, leaving the last mentioned boundary line and following and along said "Contour Line 1850" as it meanders in a generally downstream direction along New River through said lands of Appalachian Electric Power Company (formerly G. W. Byrd) the following four (4) courses and distances;

S. 6 deg. 04 min. E., 36.5 feet to a point,
 S. 67 deg. 12 min. W., 71.50 feet to a point,
 N. 73 deg. 30 min. W., 239.40 feet to a point, and
 N. 85 deg. 26 min. W., 175.20 feet to Survey Station 1333 plus 58.7 on said "Contour Line 1850"; thence, with a new line through

said lands of Appalachian Electric Power Company (formerly G. W. Byrd), which new line is a boundary of that certain 1.551 acre parcel of land being conveyed by Appalachian Electric Power Company to Eugene E. White by deed of even date, the following course and distance:

N. 37 deg. 28 min. W., 160.62 feet to a property corner in the above mentioned boundary line between said lands of Appalachian Electric Power Company (formerly R. C. Boothe) and said lands of Appalachian Electric Power Company (formerly G. W. Byrd) which property corner is marked by an iron pin; thence, running with the last mentioned boundary line, a part of which is also a boundary of the said 1.551 acre parcel of land being conveyed as aforesaid, the following course and distance:

S. 71 deg. 40 min. W., passing at a distance of 158.20 feet the northwesterly corner of the said 1.551 acre parcel of land being conveyed as aforesaid, and running in all a distance of 178.88 feet to the above mentioned property corner common to said lands of Appalachian Electric Power Company (formerly R. C. Boothe), said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al), which common corner is marked by an iron pin; thence leaving said common corner and running with a new line through said lands of Appalachian Electric Power Company (formerly Rufus Dickerson, et al) the following two (2) courses and distances:

S. 71 deg. 40 min. W., 20.68 feet to a point, and
N. 3 deg. 35 min. W., 43.09 feet to the BEGINNING; said parcel of land containing 4.137 acres, more or less, of which:

(A) 3.342 acres, more or less, are a portion of that certain tract of land described in and conveyed by that certain deed from R. C. Boothe and Emma J. Boothe, his wife, to The New River Power Company (a predecessor in title to said Appalachian Electric Power Company) which deed is dated December 27, 1923, and appears of record in the office of the Clerk of the Circuit Court of Pulaski County, Virginia, in Deed Book 51, at page 123; and

(B) 0.778 of an acre, more or less, is a portion of certain land described in and conveyed by that certain deed from G. W. Byrd and Emma Byrd, his wife, to C. J. Dillon (a predecessor in title to said Appalachian Electric Power Company) which deed is dated March 28, 1923, and appears of record in the aforesaid Clerk's Office in Deed Book 46, at page 499; and

(C) 0.017 of an acre, more or less, is a portion of that certain tract of land described in and conveyed by that certain deed from Rufus Dickerson, et al, to C. J. Dillon (a predecessor in title to said Appalachian Electric Power Company) which deed is dated March 30, 1923, and appears of record in the aforesaid Clerk's Office in Deed Book 46, at page 510.

All as shown outlined in red on Appalachian Electric Power Company's Drawing No. B-3596, dated November 18, 1952, attached hereto and made a part hereof.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, the right to use in common with the party of the first part, its successors and assigns, as a means of ingress and egress to and from the above described parcel of land, any roads now or hereafter constructed upon adjoining and adjacent lands owned by the party of the first part, and any roads or easements of way which the party of the first part has the right to use upon and across lands of others for ingress and egress to and from the above described parcel of land and/or adjoining and adjacent lands.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, forever, as a means of ingress to and egress from the said 4.137 acre parcel of land above described and herein conveyed, the perpetual right to construct and use, in common with the owners of that certain 1.551 acre parcel of land being conveyed by Appalachian Electric Power Company to Eugene E. White by deed of even date as aforesaid, and in common with the owners of that certain 1.98 acre parcel of land being conveyed by Appalachian Electric Power Company to O'Neal Amos and Lucille U. Amos, his wife, by deed of even date, and in common with the owners of that certain 2.0 acre parcel of land being conveyed by Appalachian Electric Power Company to Willard H. Spangler and Sue L. Spangler, his wife, by deed of even date, and in common with the owners of that certain 2.05 acre parcel of land being conveyed by Appalachian Electric Power Company to Marvin C. Spangler and Margaret S. Spangler, his wife, by deed of even date, and in common with the owners of that certain 4.346 acre parcel of land being conveyed by Appalachian Electric Power Company to Graham Claylor by deed of even date, and in common with Appalachian Electric Power Company, its successors and assigns, a roadway to extend from a point in the existing road leading to Appalachian Electric Power Company's "Byrd Lodge", which point is designated POINT "A" on said drawing, in a general northwesterly direction passing through at one or more places said lands of Appalachian Electric Power Company (formerly G. W. Byrd) and said 4.346 acre and 2.05 acre and 2.0 acre parcels of land to a point in another existing road on lands of Appalachian Electric Power Company (formerly G.W. Byrd and formerly Rufus Dickerson, et al) which point is designated POINT "B" on said drawing; together with the further right to construct and use in common with the owners of that certain 1.551 acre parcel of land being conveyed by Appalachian Electric Power Company to Eugene E. White by deed of even date as aforesaid and in common with Appalachian Electric Power Company, its successors and assigns, a roadway to extend from a point in the last mentioned existing road, which point is designated POINT "C" on said drawing, in a northeasterly direction through the said lands of Appalachian Electric Power Company (formerly G. W. Byrd and formerly Rufus Dickerson, et al) and the said 1.551 acre parcel to the said 4.137 acre parcel; the approximate locations of which two roadways are indicated in blue on said drawing.

And, for the same consideration, the party of the first part hereby grants, in so far as it has the right so to do, unto the parties of the second part, their heirs and assigns, the right of access to the waters of New River, over the party of the first part's lands below said "Contour Line 1850" and adjacent to the above described parcel of land; but such right of access, and any and all uses or occupancy of lands below said "Contour Line 1850" are hereby made subject to the exceptions, reservations, covenants and conditions hereinafter set forth and also made subject to all of the terms and conditions of that certain license issued by the Federal Power Commission to the party of the first part, under date of June 11, 1943 authorizing the operation of a dam and hydro-electric generating station in New River, approximately three-quarters of a mile above the mouth of Little River.

The location and elevation of the above mentioned "Contour Line 1850" are to be determined from and in accordance with the elevation of certain benchmarks established by Appalachian Electric Power Company and shown on a map entitled: "Locations and Elevations of Permanent Benchmarks along New River and Peak Creek in Newbern and Hiawassie Magisterial Districts, Pulaski County, Virginia", which map is dated October 30, 1928, and revised October 27, 1931, and was filed in four sheets as a part of the deed from Corlie S. Hassan and husband to Appalachian Electric Power Company, dated January 8, 1935, and recorded in the aforesaid Clerk's Office in Deed Book 72, page 546, et seq.

The following rights, interests, easements and privileges are hereby excepted from this conveyance and reserved unto the said Appalachian Electric Power Company, its successors and assigns, to-wit:

1. Any and all riparian and/or water rights in and to New River, 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.
2. The right to use any roads now or hereafter constructed upon the above described parcel of land, for ingress to and egress from the adjoining and adjacent parcels of real estate now or hereafter owned by Appalachian Electric Power Company, its successors and assigns.
3. The right and easement to construct, operate, maintain, inspect, renew and remove an electric power line, with all necessary poles, guys, anchors, wires and fixtures, upon and over the above described parcel 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 premises for the enjoyment of the rights herein reserved.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs and assigns, except as aforesaid.

The parties of the second part accept this conveyance with full knowledge and understanding that the party of the first part has impounded the waters of New River and its 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 hydro-electric generating station; and the parties of the second part

for themselves, their heirs and assigns, hereby covenant and agree to and with the party of the first part, its successors and assigns, as follows:

(a) That no claim or demand for injury or damages will be made against the party of the first part, its successors or assigns, for any effect or result whatsoever which the construction, operation or maintenance of the aforesaid dam and/or hydro-electric generating station, or the impounding of the waters of New River or its tributaries, 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 the parties of the second part, and the parties of the second part shall and will indemnify and save the party of the first part free and harmless from and against any such claim or demand;

(b) That they, the said parties of the second part, their heirs 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 into the impounded waters of New River or its tributaries;

(c) That the land hereby conveyed shall be used for residential purposes only; and

(d) That if the land hereby conveyed is offered for sale by the parties of the second part or either of them or their heirs, then the party of the first part or its nominee shall be given the first opportunity to purchase same upon the same terms and conditions as offered to any other purchaser.

And it is further covenanted and agreed by the said parties of the second part for themselves, their heirs and assigns, that the above covenants and agreements shall attach to and run with the land and premises hereby granted, and that the same may be enforced, or their breach and nonobservance may be restrained or enjoined, at any time by the party of the first part, its successors or assigns.

IN WITNESS WHEREOF, the party of the first part has caused its name to be hereunto signed and its corporate seal to be hereunto affixed and attested by its proper officers thereunto duly authorized, and the parties of the second part have hereunto set their hands and seals, this the day and year first above written.

APPALACHIAN ELECTRIC POWER COMPANY

(CORPORATE SEAL)

By Graham Claytor, Vice President

ATTEST:

H. A. Finley, Assistant Secretary

David P. Minichan

(SEAL)

Harriet H. Minichan

(SEAL)

STATE OF NEW YORK

COUNTY OF NEW YORK, to-wit:

I, Joseph T. McNulty, a Notary Public in and for the State and County aforesaid, do certify that Graham Claytor, and H. A. Finley, whose names are signed to the writing above bearing date on the 17th day of July, 1953, as Vice President and Assistant Secretary, respectively, of Appalachian Electric Power Company, have this day acknowledged the same before me in my county aforesaid.

Given under my hand and official seal this 17th day of July, 1953.
My term of office expires on the 30th day of March, 1955.

(NOTARIAL SEAL)

Joseph T. McNulty, Notary Public.
State of New York
No. 24-2515375
Qualified in Kings County
Certificate filed with New York
County Clerk and Register

STATE OF VIRGINIA

COUNTY OF PULASKI, to-wit:

I, C. H. Rhett, a Notary Public in and for the State and County aforesaid, do certify that David P. Minichan and Harriet H. Minichan, his wife, whose names are signed to the writing above and hereto annexed, bearing date on the 17th day of July, 1953, have acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 5th day of August, 1953.
My term of office expires on the 11th day of February, 1957.

(NOTARIAL SEAL)

PLAT
Recorded in Plat Book
2 page 121

C. H. Rhett, Notary Public, Va. State at Large.

VIRGINIA: In the office of the Clerk of the Circuit Court of Pulaski County, August 14, 1953. 9:55 A. M.

The foregoing Deed was this day presented in said office and, with certificate annexed, admitted to record.

Teste:

Marvin G. Graham
Marvin G. Graham, Clerk.

*Muller:
P.O. Box 751
Roanoke, Va.*
*Exhibited and Delivered
to Gulf Oil Corp.
August 29, 1953
Marvin G. Graham, Clerk*

RIDER AGREEMENT

WHEREAS by Lease dated the 18th day of May, 1950, recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia, in Deed Book #140, page 88, by and between Warren K. Newcomb and Lena C. Newcomb, his wife, of Radford, County of Pulaski, State of Virginia, hereinafter called Lessor and Gulf Oil Corporation, a Pennsylvania Corporation, hereinafter called Lessee, said Lessor agreed to lease to said Lessee upon the exercise of a Lease Option dated May 18th, 1950 and recorded in the Clerk's Office of the Circuit Court of Pulaski County, Virginia in Deed Book #140, page 87, certain property located in Dublin Magisterial District, County of Pulaski, State of Virginia, and

WHEREAS Lessor and Lessee desire to amend said Lease so that, upon the exercise of such Lease Option, Lessee shall occupy the premises under the terms of such Lease as herein amended.

Well Dedication

Blue Ridge Mountains Council, a Virginia Corporation, does dedicate that tract or parcel of real estate situated, lying and being in the Pulaski County, Virginia, more particularly described by deed and plat of survey of record in Deed Book 243 Pages 303, of the Clerk's Office of the Circuit Court of Pulaski County, Virginia, and being the identical real estate which said corporation acquired by grant with General Warranty of Title and Modern English covenants from Virginia Polytechnic Inst. Said dedication being to establish the aforesaid area for water supply use only, and the said Blue Ridge Mountains Council, Boy Scouts of America agrees that only appurtenances pertinent to the water supply system will be constructed in said area dedicated and that said lot (number Camp Powhatan Well Lot #1) will not be used for human habitation or other sources of contamination.

The full interest and control of the aforesaid area dedicated shall remain with the Blue Ridge Mountains Council and this instrument is solely for the purpose of assuring the Department of Health of the Commonwealth of Virginia as to the matters hereinabove set forth so long as said parcel is used for a water supply system; and this dedication shall be null and void and of no further effect should the well on the said premises be abandoned and the use thereof for a water supply system cease.

WITNESS the following signatures and seal this 15 day of February, 2006

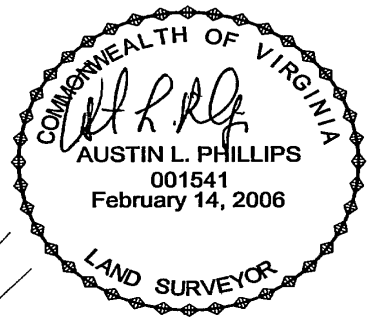
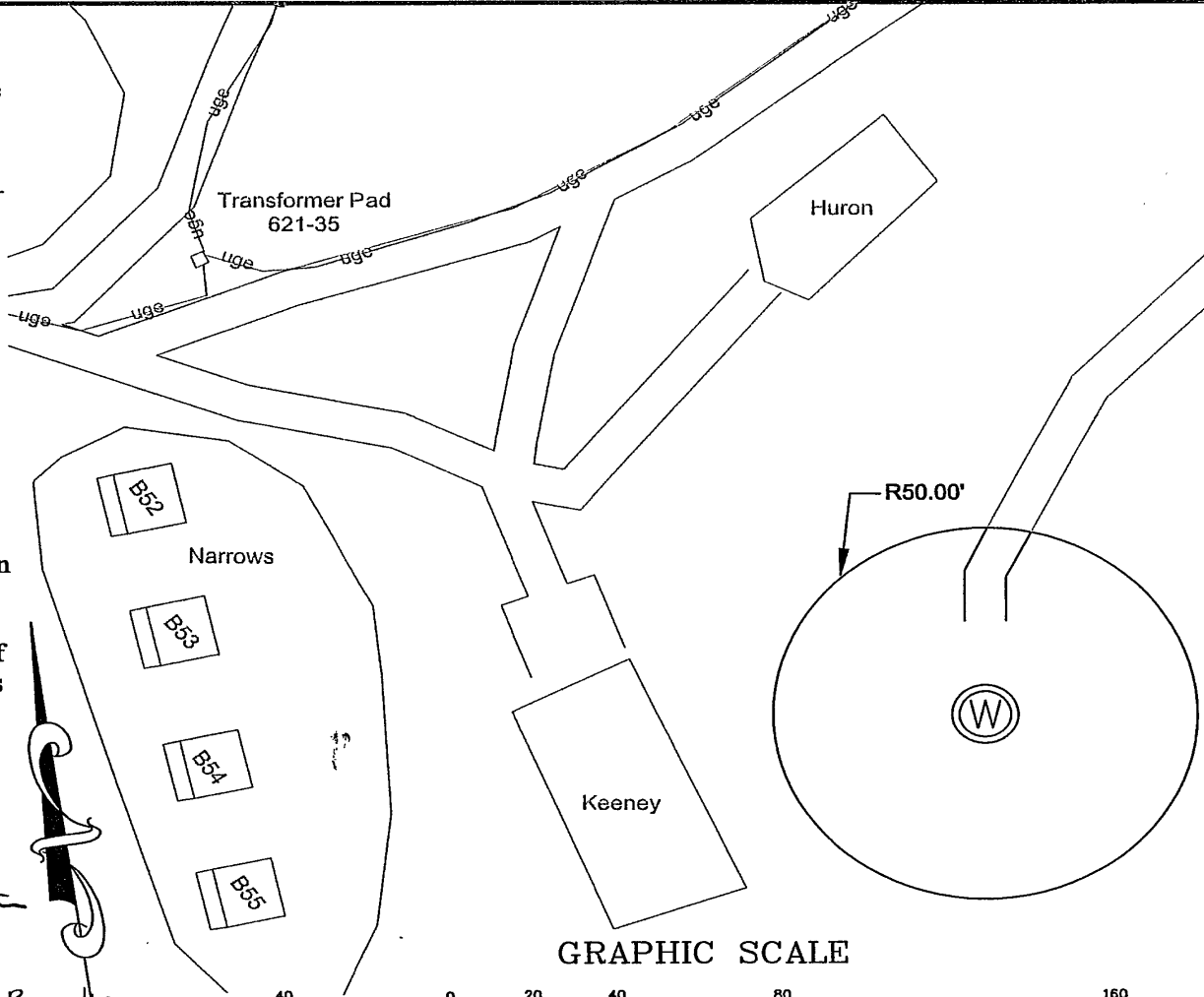
BY: Don Johnson Scout Executive, Blue Ridge Mountains Council BSA
 ATTEST: Edward Harrison Carl BSA

I, Donna M Kittelson, a Notary Public for the County of Roanoke aforesaid in the State of Virginia do certify that Don Johnson, Edward Harrison, whose names are signed to the writing above, bearing date on the 15 day of Feb, 2006, have acknowledged the same before me in my County aforesaid.

Given under my hand this 15 day of Feb, 2006

Donna M Kittelson
 Notary Public

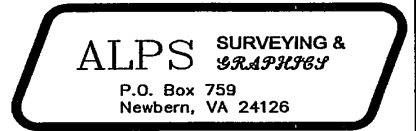
My Commission Expires 11-30, 2006.



LEGEND
 (W) Well
 uge Under Ground Electric

I hereby certify that this plat was made from an actual field survey and is true and correct to the best of my knowledge and belief.

Austin L. Phillips, VA L.S. No. 1541



Camp Powhatan Well Dedication Plat		Pulaski County, Virginia	
		District: Ingles	
Location: Camp Powhatan		Date: February 14, 2006	Scale: 1"= 40'
		Job Number: 606	Tax Map #: 109-001-0000-0043

COURSE	BEARING	DISTANCE
L-1	S 84°54' 08" E	50.37
L-2	S 89°50' 38" E	51.64
L-3	S 89°50' 38" E	71.86
L-4	S 89°50' 38" E	74.91
L-5	S 89°50' 38" E	54.96
L-6	S 17°13' 43" E	28.89
L-7	S 17°05' 15" W	22.44
L-8	S 33°18' 30" W	25.19
L-9	S 83°24' 15" E	49.15
L-10	S 83°24' 15" E	51.31
L-11	S 61°50' 51" E	75.12
L-12	S 70°53' 11" E	51.27
L-13	S 46°51' 48" E	51.91
L-14	S 10°13' 29" E	42.07
L-15	S 70°17' 40" E	74.10
L-16	S 63°11' 40" E	48.21
L-17	S 59°53' 08" E	59.77
L-18	S 32°24' 07" E	17.44
L-19	S 70°53' 11" E	49.79
L-20	S 16°34' 08" W	23.02
L-21	S 16°34' 08" W	42.81
L-22	S 81°43' 11" E	56.79
L-23	S 40°18' 21" W	79.59
L-24	S 32°24' 07" E	53.23
L-25	S 23°50' 50" W	63.64
L-26	S 70°11' 50" W	27.91
L-27	S 54°15' 38" W	57.84
L-28	S 20°02' 41" W	84.83
L-29	S 87°04' 18" W	30.79
L-30	S 29°45' 17" W	52.68
L-31	S 27°08' 15" E	8.10
L-32	S 89°53' 22" E	43.43
L-33	S 89°53' 22" E	80.11
L-34	S 89°53' 22" E	48.87
L-35	S 89°53' 22" E	74.80
L-36	S 89°53' 22" E	74.80
L-37	S 89°53' 22" E	31.27
L-38	S 70°18' 00" E	15.05
L-39	S 00°18' 48" W	78.54
L-40	S 70°18' 00" E	15.05
L-41	S 70°18' 00" E	18.55
L-42	S 70°03' 00" E	13.64
L-43	S 81°11' 00" E	18.54
L-44	S 81°11' 00" E	21.87
L-45	S 46°51' 00" E	70.70
L-46	S 36°37' 08" E	18.84

NOTE: Contour Line 1850 shown herein is based on APCO P.E.M. No. 643 located in Clayton Lake State Park - given Elev. 1831.43 as shown on APCO DWG. No. F-2272.

APCO. DWG. No E-3595

Certificate of Approval

This plat showing a Subdivision on the property of Franklin Real Estate Company is approved by the undersigned in accordance with the existing Ordinances and Regulations of the County of Pulaski and may be admitted to record.

[Signature] 2/3/04
 Agent, County of Pulaski
 Va. Dept. of Transportation

Owner's Statement

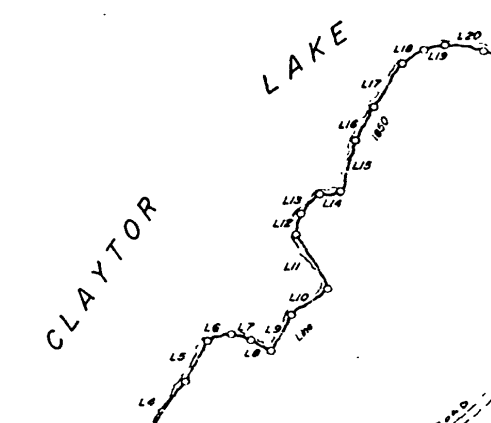
This plat showing a Subdivision on the property of Franklin Real Estate Company as it appears on this plat is with free consent and in accordance with the desire of the undersigned owners, proprietors and Trustees.

[Signature] 12/16/2003
 Agent, Franklin Real Estate Co.

Notary Statement

I, Roy A. Strawser, a notary public in and for the State of Ohio county of Franklin, do hereby certify that Rosee L. Wheeler has acknowledged the same before me in my State and County aforesaid. Given under my hand this 16th day of December 2003.

[Signature] 12/16/03
 Notary Public
 ROY A. STRAWSER
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION EXPIRES JULY 1, 2005



JOE P. GILS, DEEDY
 DB 284, PG. 521

WILLIS S. WHITE, JR.
 DB 348, PG. 331

FRANCES H. CLAYTON
 DB 392, PG. 381

RUBY C. QUESBERRY
 DB 377, PG. 34

BERNARD C. WAMPLER, TRUSTEE
 DB 622, PG. 804 10,828 AC TRI

NOTE: As related to 0.828 Ac. Tract owned by Wampler, See DB-137, PG. 241 for reserved R/W by APCO, its successors and assigns, as a means of ingress & egress

NOTE: Surveyed Lines adjoining Frances Clayton property are 1/20 East of and generally parallel to an existing soil and gravel road bed.

FRANCES H. CLAYTON
 DB 167, PG. 299

PARCEL C
 19,640 Acres

PARCEL B
 147,522 Acres

68.097 ACRES

PARCEL A
 16,205 Acres

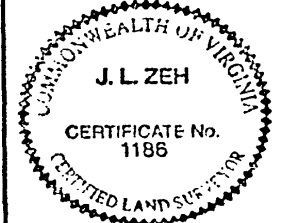
FRECCI
 DB 475, PG. 69
 14,730 AC. 1

FRANKLIN REAL ESTATE CO.
 DB 414, PG. 733

ON THIS DATE 2/3/04
 THIS PARCEL IS ZONED COND A1

Surveyors Certificate
 I hereby certify that this survey, to the best of my knowledge and belief, is correct, and complies with the requirements of the Board of Supervisors, Ordinances and Regulations of the County of Pulaski, Virginia, regarding the platting of subdivisions within the County have been complied with. Given under my hand this 9th day of December 2003.

[Signature]
 Virginia State Certified Land Surveyor



ACREAGE TABLE

PORTION PARCEL 25	= 6,205 AC.
PORTION PARCEL 26	= 47,522 AC.
PORTION PARCEL 27	= 9,640 AC.
FRECCI	= 4,730 AC.
TOTAL AREA	= 68.097 AC

PLAT PREPARED FOR:

FRANKLIN REAL ESTATE COMPANY
 INGLES DISTRICT
 PULASKI COUNTY, VIRGINIA
 SCALE: 1" = 150' - DATE: 3/09/2001
 TITLE REF: DB 414, PG. 733 (PART)
 DB: 475, PG. 69 (FRECCI)
 TAX ID MAP NO: 75, PARCEL 21 & 19

Revised - 8/19/2002 Approval Notes

NO: 00-94

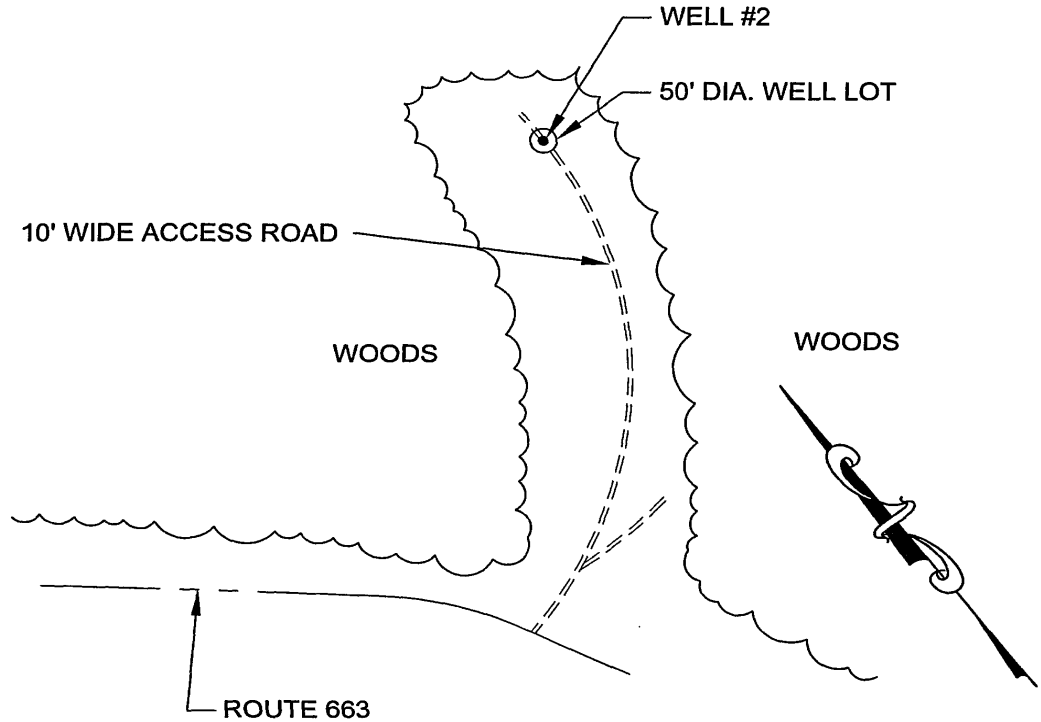


Well Dedication

Blue Ridge Mountain Council, a Virginia Corporation, does dedicate that tract or parcel of real estate situated, lying and being in the Pulaski County, Virginia, more particularly described by deed of record in Instrument #040002727, of the Clerk's Office of the Circuit Court of Pulaski County, Virginia and being the identical real estate which said corporation acquired by grant with General Warranty of Title and Modern English covenants from Franklin Real Estate Company.

Said dedication being to establish the aforesaid area for water supply use only, and the said Blue Ridge Mountain Council, Boy Scouts of America agrees that only appurtenances pertinent to the water supply system will be constructed in said area dedicated and that said lot, Camp Claytor Well # 2, will not be used for human habitation or other sources of contamination.

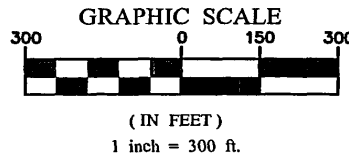
The full interest and control of the aforesaid area dedicated shall remain with the Blue Ridge Mountain Council and this instrument is solely for the purpose of assuring the Department of Health of the Commonwealth of Virginia as to the matters hereinabove set forth so long as said parcel is used for a water supply system; and this dedication shall be null and void and of no further effect should the well on the said premises be abandoned and the use thereof for a water supply system cease.



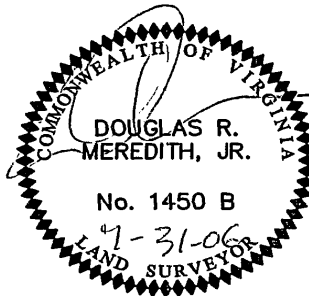
WITNESS the following signatures and seal this 31st day of July, 2006

BY: [Signature] Scout Executive Blue Ridge Mountain Council BSA
 ATTEST: [Signature]

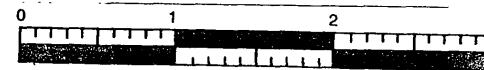
I, Donna M. Kittelson, a Notary Public for the County of Roanoke in the State of Virginia do certify that Den Johnson, Edward Harriman, whose names are signed to the writing above, bearing date on the 31st day of July, 2006, have acknowledged the same before me in my County aforesaid.



Given under my hand this 13th day of July, 2006
[Signature]
 Notary Public



TAX MAP # 75-1-19
 # 75-1-21



PLAT OF SURVEY
 SHOWING
 CAMP CLAYTOR WELL LOT #2
 FOR
 BOY SCOUTS OF AMERICA
 BLUE RIDGE MOUNTAINS COUNCIL
 INGLES MAGISTRAL DISTRICT
 LOCATED IN
 PULASKI COUNTY, VIRGINIA

My commission Expires Nov. 30, 2006

APPROVAL AND ACCEPTANCE

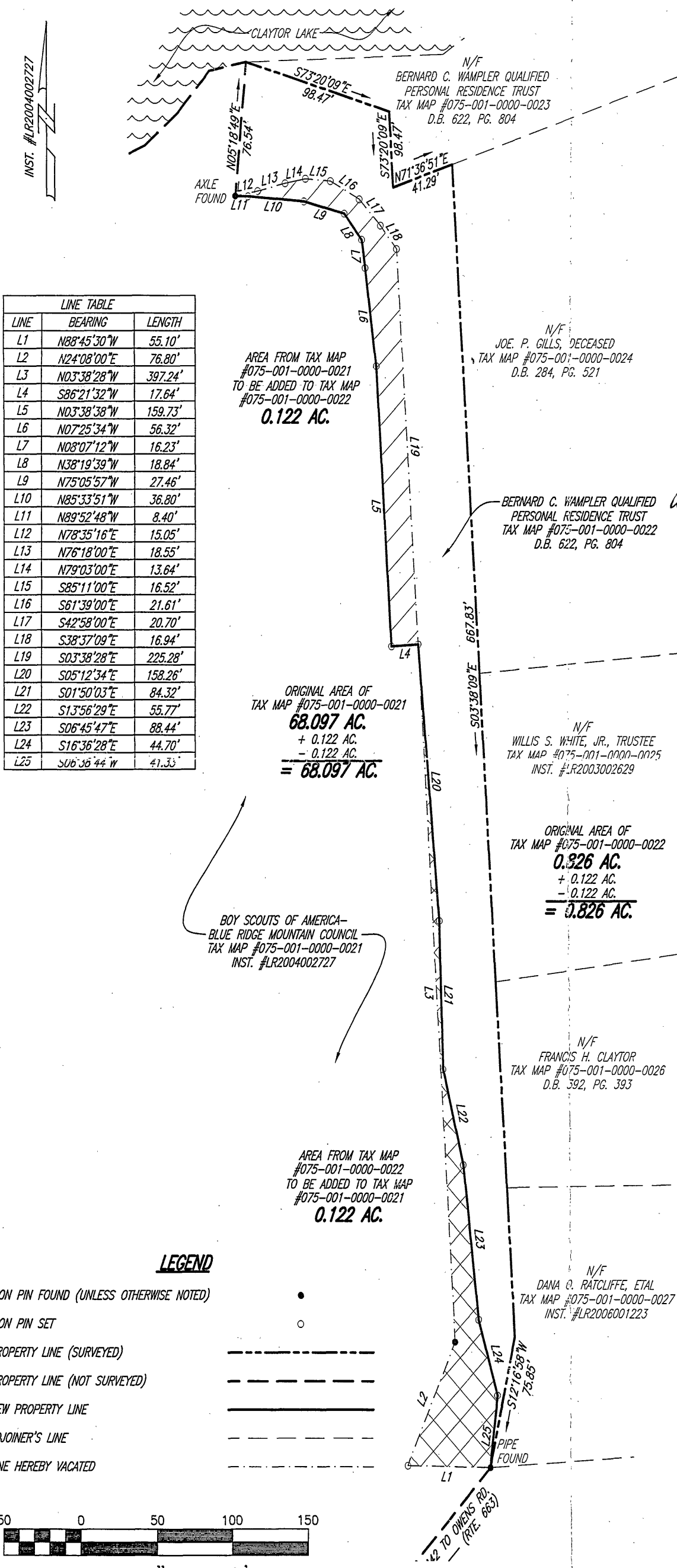
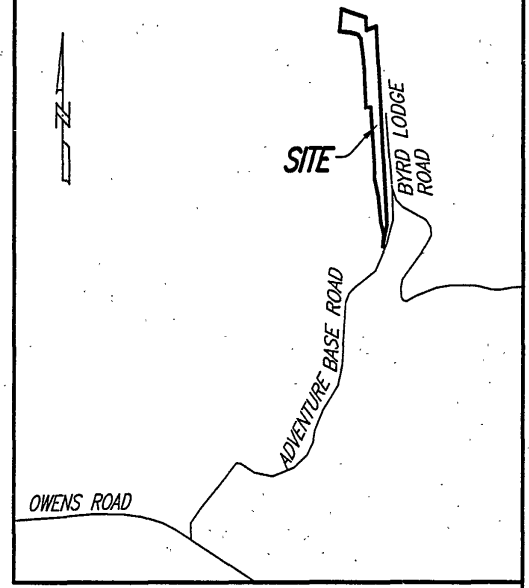
THE HEREON SHOWN PLAT DATED NOVEMBER 27, 2007 HAS BEEN SUBMITTED TO AND APPROVED FOR ACCEPTANCE FOR RECORDATION BY PULASKI COUNTY, VIRGINIA.

M. B. Taylor
 ZONING ADMINISTRATOR
 1-28-08
 DATE

[Signature]
 SUBDIVISION AGENT
 1/28/08
 DATE

NOTES

- OWNERS OF RECORD: THE BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL
 BERNARD C. WAMPLER QUALIFIED RESIDENTIAL TRUST
- SITE ADDRESS: ADVENTURE BASE ROAD
- LEGAL REFERENCES: INST. #LR2004002727; D.B. 622, PG. 804
- TAX MAP NUMBER(S): 075-001-0000-0021 AND 075-001-0000-0022
- THE PROPERTY LIES IN F.E.M.A. DEFINED ZONE X (UNSHADED) AS SHOWN ON FIRM COMMUNITY PANEL NUMBER 510125 0175 B (SEE EFFECTIVE DATE: DECEMBER 19, 1997).
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH.
- NO VISIBLE EVIDENCE OF GRAVES, OBJECTS OR STRUCTURES MARKING A PLACE OF BURIAL.
- PROPERTY IS CURRENTLY ZONED: A-1 R1
- THIS PLAT WAS PREPARED FROM DEEDS AND PLATS OF RECORD AND DOES MAY NOT SHOW ALL PHYSICAL IMPROVEMENTS ON THE PROPERTY.



LINE	BEARING	LENGTH
L1	N88°45'30"W	55.10'
L2	N24°08'00"E	76.80'
L3	N03°38'28"W	397.24'
L4	S86°21'32"W	17.64'
L5	N03°38'38"W	159.73'
L6	N07°25'34"W	56.32'
L7	N08°07'12"W	16.23'
L8	N38°19'39"W	18.84'
L9	N75°05'57"W	27.46'
L10	N85°33'51"W	36.80'
L11	N89°52'48"W	8.40'
L12	N78°35'16"E	15.05'
L13	N76°18'00"E	18.55'
L14	N79°03'00"E	13.64'
L15	S85°11'00"E	16.52'
L16	S61°39'00"E	21.61'
L17	S42°58'00"E	20.70'
L18	S38°37'09"E	16.94'
L19	S03°38'28"E	225.28'
L20	S05°12'34"E	158.26'
L21	S01°50'03"E	84.32'
L22	S13°56'29"E	55.77'
L23	S06°45'47"E	88.44'
L24	S16°36'28"E	44.70'
L25	S06°36'44"W	41.33'

OWNER'S STATEMENT

THIS IS TO CERTIFY THAT THIS PLAT ENTITLED "BOUNDARY LINE RELOCATION PLAT FOR THE BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL AND THE BERNARD C. WAMPLER QUALIFIED PERSONAL RESIDENCE TRUST", DATED NOVEMBER 27, 2007 HAS BEEN PERFORMED IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES IF ANY THERE BE, AND THAT THE DEDICATION OF PUBLIC EASEMENTS AND RIGHTS OF WAY, IF ANY SHOWN HEREON IS HEREBY MADE.

IN WITNESS WHEREON ARE HEREBY PLACED THE FOLLOWING SIGNATURES AND SEALS:

THE BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL

[Signature]
 BY: _____ ITS: _____ DATE: 1/14/08

BERNARD C. WAMPLER QUALIFIED PERSONAL RESIDENCE TRUST

[Signature]
 BY: _____ ITS: _____ DATE: 1-7-08

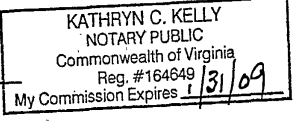
BERNARD C. WAMPLER QUALIFIED PERSONAL RESIDENCE TRUST

NOTARY'S STATEMENT

STATE OF VIRGINIA
 COMMONWEALTH AT LARGE

I, *Kathryn C. Kelly* A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT *Bernard C. Wampler* WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME ON THIS 7th DAY OF January, 2008

Kathryn C. Kelly 1/31/09
 NOTARY MY COMMISSION EXPIRES

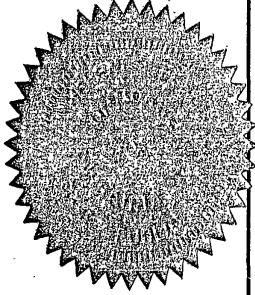


NOTARY'S STATEMENT

STATE OF VIRGINIA
 COMMONWEALTH AT LARGE

I, *Walter Ferguson* A NOTARY PUBLIC IN AND FOR THE AFORESAID STATE DO HEREBY CERTIFY THAT *K. Lynn Armbrister* WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT, HAS PERSONALLY APPEARED BEFORE ME AND ACKNOWLEDGED THE SAME ON THIS 16 DAY OF January, 2007.8

Walter Ferguson ID #259013
 4-30-2008
 NOTARY MY COMMISSION EXPIRES



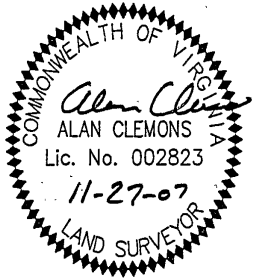
SOURCE OF TITLE AND CONFORMING STATEMENT

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS PLAT IS ALL OF THE LAND ACQUIRED BY THE BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL IN INSTRUMENT #LR2004002727 AND A PORTION OF THE LAND ACQUIRED BY THE BERNARD C. WAMPLER QUALIFIED PERSONAL RESIDENCE TRUST IN DEED BOOK 622, PAGE 804. SAID INSTRUMENTS ARE RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF PULASKI COUNTY, VIRGINIA.

THE HEREON SHOWN PLAT DATED NOVEMBER 27, 2007 HAS BEEN PREPARED IN CONFORMANCE WITH THE ZONING AND SUBDIVISION ORDINANCE OF PULASKI COUNTY, VIRGINIA.

I HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Alan Clemons
 ALAN CLEMONS 002823



BOUNDARY LINE RELOCATION PLAT FROM RECORDS
BOY SCOUTS OF AMERICA - BLUE RIDGE MOUNTAIN COUNCIL & BERNARD C. WAMPLER QUALIFIED PERSONAL RESIDENCE TRUST

BEING SITUATED ON BYRD LODGE ROAD
 TAX MAP NUMBERS 075-001-0000-0021 AND 075-001-0000-0022

INGLES MAGISTERIAL DISTRICT
 PULASKI COUNTY, VIRGINIA
 NOVEMBER 27, 2007
 JOB #B060007.00
 SCALE: 1" = 50'
 SHEET 1 OF 1

